

## Giveback2schools Business Membership Terms & Conditions

This Business Membership Terms & Conditions ("Agreement") is made and effective by and between, Giveback2, Inc., a Delaware corporation (hereinafter referred to as ("GB2S"), and Brand ("Member") as of the date Member's account is created and submitted to GB2S (the "Effective Date"). Member hereby acknowledges and agrees that in the event Member's account is not validated for any reason, this Agreement shall immediately be and become voided and of no further force or effect.

**WHEREAS**, GB2S owns a mobile application platform and related software commonly referred to as Giveback2schools (the "GB2S App") to provide business owners an opportunity to contribute a portion of their respective sales to education providers and their affiliated extra-curricular outlets (collectively, the "School"); and

**WHEREAS**, GB2S seeks to offer a Membership to Member to be an authorized vendor within the GB2S App subject to the terms and conditions provided in this Agreement;

**WHEREAS**, by creating a business Membership account with GB2S, Member agrees to be bound by the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **GB2S Services.** For and in consideration of Member agreeing to be bound by the terms and conditions of this Agreement, GB2S:
  - i. Hereby grants to Member a non-transferable, non-exclusive Membership to be listed as a business partner of GB2S within the GB2S App during the Term (as defined below); and
  - ii. Shall ensure that persons signing up as users of the GB2S App ("End-User") are offered the opportunity to register credit/debit cards on the GB2S App for purposes of monitoring those credit/debit cards in order to track each End-User's respective purchases of Member's goods and/or services using such registered debit/credit cards ("Qualified Transactions"); and
  - iii. Shall, together with a third-party monitoring agent, provide a written report to Member summarizing the aggregate amount of funds expended by each End-User on the purchase of goods and/or services from Member ("Revenue"); and
  - iv. Shall provide a written invoice to Member memorializing the Revenue generated by Member from each End-User's Qualified Transactions and the amount of each corresponding Giveback Percentage (as defined below); and
  - v. Shall remit the Net Giveback Percentage (as defined below) to the School(s) of each End-User's choice.
2. **Member's Obligations.** Subject to the duties and obligations of Member set forth herein, Member hereby accepts the membership of a business partner affiliated with GB2S, and Member shall:
  - i. Comply with the terms and conditions of the privacy policy of GB2S attached hereto as Exhibit A and made a part hereof by this reference; and
  - ii. Actively maintain the amount of the Giveback Percentage allocable to each Qualified Transaction of an End-User from Member using the GB2S App. As used in this Agreement, the Giveback Percentage shall mean the percentage of Revenue from Qualified Transaction that will be allocated by Member to GB2S. Both Member and GB2S acknowledge and agree that the rate of the Giveback Percentage is and at all times controlled by Member, and Member may increase or reduce the rate of the Giveback Percentage of Member within the GB2S Site by submitting a request to change the rate of the Giveback Percentage to GB2S at [businesspartners@giveback2schools.com](mailto:businesspartners@giveback2schools.com) at any time during the Term of this Agreement. Member should allow up to three (3) days for any change in the Giveback Percentage to be and become effective; and

- iii. Maintain an active and valid credit or debit card or bank ACH on file with GB2S for purposes of GB2S collecting the payment obligations of Member as provided herein; and
  - iv. Hereby authorizes GB2S to charge the payment method on file with GB2S the Givebacks generated and due on the invoice due date which shall be no less than fifteen days after billing close date.. If Member questions any item on a bill, that item will not be charged until Member's questions have been satisfied.
3. **Net Giveback Percentage.** Each of the parties agree that the amount of funds remitted to Schools shall be an amount equal to the Net Giveback Percentage less the applicable GB2S App administration and maintenance fee and the third-party monitoring and processing fees. Each of the parties hereby acknowledge and agree that the rate of these fees may be amended at any time during the term of this Agreement.
4. **Term.** This Agreement shall be and become effective as of the Effective Date and remain in effect until terminated by either GB2S or Member as provided herein (the "Term"). GB2S may terminate this Agreement at any time without cause by removing or otherwise deleting the account of Member from the GB2S Site upon delivery of not less than thirty (30) days' notice to Member of its intent to terminate the account. Member may terminate this Agreement at any time by delivery of written notice to GB2S of Member's desire to deactivate its account to [businesspartners@givback2schools.com](mailto:businesspartners@givback2schools.com). Notwithstanding the foregoing, GB2S may terminate this Agreement at any time without notice to Member (i) if Member fails to timely pay either the monthly Membership described above or the Giveback Percentage upon the conclusion of any billing cycle, (ii) should the credit or debit card used to establish Member's account become void, inactive or declined or (iii) Member breaches any one or more of the covenants of this Agreement. In the event this Agreement is terminated for any reason, such termination shall be and become effective not more than three (3) days immediately following either party's delivery of a notice of termination or the corresponding cancellation of Member's account (the "Termination Period"). Upon the expiration of the Termination Period, Member's Membership to the GB2S Site shall immediately cease, and Member shall no longer be listed as a business partner of GB2S within the GB2S Site. Any and all Revenues generated during the Termination Period shall have the Giveback Percentage deducted pursuant to the terms of this Agreement. Monthly Membership billing of Member will terminate upon the expiration of the Termination Period. Any monthly Membership fees or portions of the Giveback Percentage collected by GB2S prior to the expiration of the Termination Period shall be and remain non-refundable and shall not otherwise be pro-rated to the expiration of the Termination Period. Any In the event GB2S terminates this Agreement as a result of Member's failure to pay one or more installment of the monthly Membership or the Giveback Percentage, GB2S may pursue any and all rights or remedies available to it to collect such unpaid fees, and Member shall reimburse GB2S the cost associated with its collection efforts, including, but not limited to its attorney's fees and court costs.
5. **Confidentiality.** Member agrees that the information that Member provides to GB2S upon its creation of an account on the GB2S Site and at all other times will be true, accurate, current and complete. Member also agrees that it will ensure that this information is kept accurate and up to date at all times. This is particularly important with respect to Member's email address and payment information. It is vitally important to GB2S that the information collected during Member's enrollment on the GB2S Site remain confidential. To that end, all information provided by Member on the GB2S Site will remain confidential and will not be distributed to third parties. GB2S engages a monitoring firm to monitor the transactions of End-Users for purposes of determining the amount of the Giveback Percentage but does not provide personal information to advertisers or third-party marketing agencies. GB2S limits access to the personal information about Member to its employees and agents who need to review, alter or amend such information in order to enhance Member's use of the GB2S Site. GB2S has physical, electronic and procedural safeguards that comply with federal regulations to protect personal information about Member. Member's account is password-protected, and GB2S uses certain industry-standard encryption devices to protect Member's personal information.
6. **Proprietary Protection and Restrictions.**
  - i. GB2S shall have the sole and exclusive ownership of all right, title and interest in and to the GB2S App, the GB2S Site and all modifications and enhancements thereof (including ownership of all trade secrets and intellectual property pertaining thereto), subject only to the rights and privileges expressly granted to Member herein by GB2S. This Agreement does not provide Member with title or ownership of the GB2S App or the GB2S Site, but only a right to subscribe to a business affiliation to the same as provided herein.

- ii. Member may not use, copy, modify or distribute the content of the GB2S Site or any copy, adaptation, transcription or merged portion thereof, and Member may not reverse engineer, disassemble, decompile or create derivative works based upon the whole or any part of the GB2S Site.
- iii. Member may not sub-license, loan translate, merge, adapt, vary or modify the GB2S Site or any of its content.
- iv. Member shall not use the GB2S Site in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the GB2S Site.
- v. Member shall not transmit any material that is defamatory, offensive or otherwise objectionable in relation to its use of the GB2S Site.
- vi. Member shall not infringe upon any GB2S intellectual property rights or those of any third-parties in relation to its use of the GB2S Site or promotion of Member on the GB2S App.
- vii. Member shall not use the GB2S Site in any way that could damage, disable, overburden, impair or compromise the GB2S App or the system supporting the GB2S Site or otherwise interfere with the use of other Members.

## 7. **Disclaimers.**

- viii. GB2S must, from time-to-time, "turn-off" its system for scheduled maintenance or updates. GB2S will perform such maintenance or updates only during "off peak" hours (midnight to 6 am central time) and will give Member not less than twenty-four (24) hours prior notification of its system maintenance. GB2S shall not be responsible for problems, disruptions, damages or losses as a result of such maintenance.
- ix. MEMBER UNDERSTANDS AND AGREES THAT NEITHER GB2S NOR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "REPRESENTATIVES") MAKE ANY GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE GB2S SITE, AND GB2S AND ITS REPRESENTATIVES HEREBY MAKE THE GB2S SITE AVAILABLE FOR USE TO MEMBER IN ITS "AS-IS" AND "AS-AVAILABLE" CONDITION AND FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE GB2S SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WHATSOEVER AS TO THE FITNESS FOR A PARTICULAR USE OR PURPOSE OR THE MERCHANTABILITY OF GB2S APP OR THE GB2S SITE.
- x. Member hereby agrees to protect, indemnify, defend and hold harmless GB2S and its Representatives from and against and pay (without any condition that GB2S or its Representatives first pay) for all claims, demands, suits, liabilities, damages, judgments, losses and expenses including, without limitation, attorney's fees or court cost, statutory civil damages, economic damages incurred as a result of trademark or copywrite infringement, personal injury, death or property damage, whether real or personal, which are asserted against GB2S or its Representatives arising out of or from, in connection with, as a result of, related to or as a consequence of Member's Membership to the GB2S Site, Member's use or promotion of the GB2S App, a breach of this Agreement by Member or any act or omission by Member or any person not a party to this Agreement that constitutes an act of negligence, defamation or any other form of malicious act of any kind.
- xi. Member hereby acknowledges and agrees that GB2S and its Representatives are hereby released from all loss, damage or expense which may occur prior to, contemporaneously with or subsequent to the execution of this Agreement due to the improper operation or non-operation of the GB2S Site, and should there arise any liability on the part of GB2S or its Representatives for economic losses, personal injury, defamation or any malicious act of any kind, which is in connection with, arises out of or from, results from, is related to or is a consequence of the active

or passive, sole, joint or several negligence of any kind or degree of GB2S or its Representatives including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this Agreement or breach of this Agreement or any claim brought in product or strict liability, or any claim for subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of One Thousand Dollars (\$1,000) collectively for GB2S and its Representatives, and this liability shall be exclusive.

8. **Assignment.** This Agreement is not assignable by Member. This Agreement or any portion thereof is assignable by GB2S at any time and its sole and absolute discretion.

9. **Miscellaneous Provisions.**

- xii. The paragraph titles used herein are for the convenience of the parties and shall not be considered in construing the provisions of this Agreement. Notwithstanding the foregoing, the recitals of and to this Agreement shall be fully incorporated herein as if the same were part and parcel to this Agreement.

Each party represents and warrants that it has the capacity, authority and power to enter into this Agreement.

The parties hereby acknowledge and agree that the terms of the Agreement and all information gathered prior to, during, and following the Term shall be considered proprietary and confidential information and the receiving party shall maintain and protect from disclosure the confidential information using the higher of a reasonable standard of care or the same degree of care as the receiving party uses for its own confidential and proprietary information, and the receiving party shall not disclose such information to any third party.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas. Each party consents that jurisdiction and venue shall be exclusively in Johnson County, Kansas.

This Agreement, including each exhibit hereto, which is incorporated herein by reference constitutes the entire agreement between the parties and supersedes any and all prior agreements or understandings of the parties hereto whether the same were written or oral. Should any provisions of this Agreement be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect as if such invalid provision did not exist.

No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

There shall be no waiver by GB2S of any breach of this Agreement unless specifically waived in writing by GB2S. In the event GB2S shall waive any breach of this Agreement by Member, it shall not be construed as a waiver of any subsequent breach of this Agreement by Member. GB2S's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall not include all remedies available even though not expressly referred to herein.

The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of each party.

Any notice required or permitted to be given under the terms of this Agreement, shall be given in writing from GB2S to the Member by direct message to Member from the GB2S Site and from Member to GB2S to [businesspartners@givback2schools.com](mailto:businesspartners@givback2schools.com).

## **Exhibit A**

### **Privacy Policy**

#### **Our Commitment to Privacy:**

At Giveback2, Inc. ("GB2S"), we know that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice describes our privacy policy. By creating an account on the GB2S Site, you are accepting the practices described in this Privacy Notice.

#### **How We Use Information You Give Us:**

We receive and store any information you provide when setting up your DIP Provider account. You may choose not to provide certain information, but then you might limit your ability to take full advantage of your DIP Provider features. We will only display images that you provide, and by providing those to us you are acknowledging that they are free of infringement.

#### **Does GB2S Share the Information It Receives with Third Parties?**

Information about our business partners is an important part of the GB2S App, and WE ARE NOT IN THE BUSINESS OF SELLING IT TO OTHERS.

#### **Payment Processing:**

We do not store your credit or debit card information that you provide us for fulfilling billing obligations under the GB2S DIP Provider Agreement. When your card information is submitted, it immediately flows to our PCI Level One compliant third-party payment processor.

#### **Protection of GB2S and Others:**

Your personal information is important to us, and we take every measure to insure to maintain the confidence of your personal information. We release personal information when we believe release is appropriate to comply with law; enforce or apply our Terms and Conditions of Use and other agreements; or protect the rights, property, or safety of the GB2S App, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and website risk reduction.

#### **How Secure Is Information About Me?**

In order to secure your personal information, access to your DIP Provider account is password-protected. As described above, we work to protect the security of your financial information during transmission to third-party vendors by encrypting the information you input.

#### **Conditions of Use, Notices, and Revisions:**

If you choose to be a business partner on the GB2S App, any dispute over privacy is subject to this Notice and our Conditions of Use, including limitations on damages, mediation of disputes, and application of the law of the state of Kansas.. If you have any concern about privacy, please send us a thorough description to [businesspartners@giveback2schools.com](mailto:businesspartners@giveback2schools.com), and we will try to resolve it. The GB2S App is subject to changes. This Notice and the Conditions of Use may change also and use of information that we gather now is subject to the Privacy Notice in effect at the time of use. Any changes to our Privacy policy will be dated and posted website at [www.giveback2schools.com](http://www.giveback2schools.com). You can find these on the business page of the website.

#### **Our Commitment to Data Security:**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect on the GB2S App and website.

You can correct factual errors in your personally identifiable information by sending us a request that credibly shows the error.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

**LEGAL DISCLAIMER:** It is possible that we may need to disclose personal information when required to do so by law, such as responses to civil or criminal subpoenas or other requests by law enforcement personnel. We will disclose such information wherein we have a good-faith belief that it is necessary to comply with a court order; ongoing judicial proceeding, subpoena or other legal process or request to GB2S brought in any country throughout the world or to exercise our legal rights or defend against legal claims.

**How to Contact Us:**

Should you have other questions or concerns about these privacy policies, please send an email to [businesspartners@giveback2schools.com](mailto:businesspartners@giveback2schools.com).