



ACTS CHARITY MALL

merging compassion with commerce

American Charities Telesis Services, Inc. (ACTS)

Charity Service Organization Showcase Application & Agreement

Web-based Charity Advertising Venue

ACTSCharityMall.com

Copy Right 2011 All Rights Reserved



CSO Application & Agreement Instructions:

Welcome to the *ACTS* Charity Showcase! As a valued “Charity Service Organization” (CSO) you will experience a new and powerful venue to present your organization's mission and vision to a global market. The *ACTS* Team and systems will assist you in building a strong and loyal donor base to increase your organization’s image and contributions.

Please complete the Showcase Application & Agreement in its entirety. This Application & Agreement requires authorized signatures in several places including, but not limited to the affirmation that all the information provided is accurate, as well as a signature agreeing to the Terms and Conditions of the CSO Showcase Application & Agreement.

The Applicant certifies that all the information contained in this Application & Agreement is accurate and complete to the best of the Applicant's knowledge and understand that misleading or false statements will constitute sufficient cause for non-acceptance, refusal, or cancellation of their Showcase Agreement & Application.

Acceptance of this Application & Agreement by *ACTS* requires approval prior to the enforceability of any of the terms and conditions contained in the executed Application & Agreement. *ACTS* retains sole authority to accept or reject any application without recourse.

Charity Showcase Applicant authorizes *ACTS* to investigate information concerning this Application, the history of the applicant, and/or its’ management, and the proposed use of *ACTS* Charity Mall web-based advertising venue, and as such, releases and hold harmless *ACTS*, its employees, affiliates and/or others associated in the vetting and application process from any and all liability arising from such investigation.

This Agreement and Application may be changed or altered at any time, at the discretion of *ACTS*, without notice and without recourse, so long as it is universal in nature, and has equal effect on all parties.



Host..... American Charities Telesis Services, Inc.

URL..... (www.actscharitymall.com)

GENERAL UNDERSTANDING

American Charities Telesis Services, Inc. (*ACTS*) is Host to an online, ongoing event, described as a “virtual online shopping mall and charity showcase. Host is offering the opportunity to grassroots, local, regional, national, and international faith-based, non-profit, and charitable tax-exempt organizations, also referred to as "Charity Service Organizations" or "CSOs", to promote their organization in a "showcase(s)" described as a Web-based inter-active, advertising Internet venue known as the *ACTS*CharityMall.com.

The goal of the *ACTS'* Charity Showcase is to assist tax-exempt organizations in promoting their cause and to generate charitable donations in support of their mission and work. *ACTS* Charity Mall is designed to offer consumers the opportunity to select the charity of their choice to be the recipient of a percentage of each purchase transaction made through *ACTS*CharityMall.com. Consumers have the opportunity to select Showcase CSOs to be the recipient of the funds created as a result of all purchase transactions completed on *ACTS*CharityMall.com.

Charity Showcases offer on-going activities 24/7 throughout the calendar year and may be obtained on a quarterly basis with longer durations available. At the conclusion of the agreed upon duration, the showcase will become inactive and will no longer be visible to create leads or other opportunities, until renewed or auto-renewed. CSOs able to provide an IRS tax-exempt letter are eligible for up to a 100% discount on all showcase set-up and configuration fees.

CSO Showcases will connect with visitors via the following mechanisms:

1. Showcase banners	(included in lease)
2. Showcases videos	(included in lease)
3. Literature Downloads	(included in lease)
4. Creating reasons for visitors to “request contact”	(requires visitor opt-in)
5. Pre-recorded presentations from the Charity	(no log-in required)
6. Drawings offered by vendors	(requires visitor opt-in)
7. Events scheduled by Charity	(requires visitor opt-in)
8. Giveaways	(requires visitor opt-in)
9. Holding live broadcasts (webinars)	additional fees apply
10. Meeting live via web conferencing	additional fees apply



SHOWCASE POLICY

ACTS Charity Showcase does not allow CSOs to promote or glorify hatred, violence, racial, sexual, or religious intolerance, or promote organizations with such views. *ACTS* also requests that CSOs refrain from featuring items including products/services in showcases that graphically portray violence or victims of violence, contain nudity or adult material that may be harmful to children and youth, unless they have substantial artistic value & have been previously approved.

CSOs should make sure items displayed or offered in showcases follow these guidelines. Failure to do so may include suspension of a CSOs account until the offensive items identified by *ACTS* have been removed. *ACTS* carefully considers all the details before deciding to require removal of any items from showcases when they are brought to our attention, looking at the entire showcase content to see if it complies with these guidelines. Any decision regarding offensive items rendered by *ACTS* shall be at the sole discretion of *ACTS*, is final, and without recourse.

TERMS & CONDITIONS

TERM: The Company hereby enters into a quarterly agreement with the CSO, with automatic renewal, unless either Company or CSO submit written notification of their desire to terminate the agreement at the end of the then current calendar quarter, at least fifteen (15) days prior to the close of the then current term.

***ACTS* Is Responsible for:**

- Providing the venue (website) and best efforts to attract visitors to the charity's showcase.
- Continual development and introduction of latest technologies available via the Internet.
- Tech support to CSO and visitors.
- Timely delivery of information gathered from visitors, including donations received.
- Marketing of the Mall to attract visitors.

***ACTS* Is NOT Responsible for:**

- Creating Donations to CSO.
- Showcase(s) content.
- Attendance to showcase(s).
- Marketing of individual showcase(s).
- Leads generated or conversion of visitors to donors.
- Outages of the system due to enhancements, upgrades, or events out of *ACTS* control.
- *ACTS* waives all responsibility if the CSO does not follow the appropriate legal processes for "unsubscribe" and "do not contact" requests by Showcase visitors.
- *ACTS* retains the sole right to accept, reject, or cancel any CSO.



CSO Agrees to the Following:

- **ACTS** entitles each CSO to one showcase in related appropriate “Directory Listings”, and unlimited appropriate “Event Listings” as determined and accepted by **ACTS**.
- To take total responsibility for the success of the CSO’s Showcase.
- To respect and appropriately manage opt-out requests from visitors and attendees.
- **ACTS** provides no performance guarantees for any aspect of the Charity Showcase. This includes the number of visitors, donors, uptime of the venue, or leads generated.
- **ACTS** does not allow links to the CSO's page residing on any external Internet sites from a showcase. However, the Showcase will contain a “Donate Now” button so that visitors can make contributions on behalf of the charity. All donations will be processed in accordance to “Charity Revenue Share” guidelines through the **ACTS** Charitable Foundation.

MALL ASSOCIATION FEE: The CSO is not charged a monthly fee for the Charity Showcase site. In the event that the charity desires to obtain a “retail site” for the purpose of selling products or services directly to the consumer, a new retail site is needed. Only at that time will a monthly fee be assessed in accordance to the current and then standard Mall Vendor Partner program. Upon the anniversary date each month following enrollment as a Mall Vendor Partner and the activation of a new retail store front, shall the CSO be required to pay the applicable Mall Association fees to **ACTS**.

LATE PAYMENTS: If CSO, as a Mall Vendor Partner fails to pay any monthly Mall Association fee by the 5th day of the month such payment is due, a late charge shall be assessed equal to ten per cent (10%) of the Mall Association payment. In the event that any electronic payment, check or other instrument tendered by Mall Vendor Partner is dishonored, in addition to late charges as specified above, Mall Partner shall pay an additional fee of \$25.00 to reimburse **ACTS** Charity Mall for administrative costs incurred in connection with such dishonored instrument.

DEFAULT: In the event of default in the payment of Mall Association fees, or in the performance of any other covenant or condition of this lease, which default may continue for ten (10) days after notice and demand via electronic email by **ACTS** Charity Mall to correct such default, **ACTS** Charity Mall may at its option terminate the storefront lease for cause and without further notice. At **ACTS** discretion, the storefront may be vacated and all associated content (including, but not limited to, html, pdfs, images, videos) deleted. Re-establishment of the storefront will require a new agreement, including any necessary configurations fees.

SHOWCASE CONTENT LIABILITY: The CSO is solely responsible for the presence of their Showcase content and are obligated to make sure that the material published on their Showcase does not violate **ACTS'** policies or federal, state, and local laws that may lead to criminal and/or civil disputes such as defamation and copyright infringement. Showcase content is described as, but is not limited to, html, text, audio, video, images, etc.



CUSTOM WORK: No customization to the Showcase will be provided without an additional separate contract and payment for those customizations. This includes, but is not limited to, html changes, graphical work, and programming.

MERCHANT ACCOUNT: CSOs have the ability to apply for a merchant account for their showcase to accept donations by debit or credit cards for contributions transacted on *ACTS* Charity Mall. *ACTS* offers each CSO the ability to create a merchant account and execute a separate agreement with its merchant services partner for the settlement of credit card and/or debit card transactions. Mall Partner Merchant Accounts feature a transaction detail report which provides a summary of the different types of transactions that occurred in each Storefront on a single day: revenue sharing, revenue sharing refunds, and payouts.

REVENUE SHARE: Mall Vendor Partners agree that *ACTS* Charity Mall shall receive a commission, percentage, margin, or royalty from all sales made as a result of the *ACTS* Charity Mall. CSO shall receive the donation portion of the transactions that occur and for which the charity has been identified as the benefactor of such donated dollars. Additionally, the CSO will receive the “Advertising Commission” from any and all sales resulting from mall visitors who purchase items anywhere in the *ACTS* Charity Mall if the visitor accessed the Mall through the origination point being either the Charity’s Showcase or Retail store front.

DISCLAIMER OF WARRANTIES: Services and site are provided "as is" and "as available" for CSO use. The services and site are provided without warranty of any kind, either express or implied, including but not limited to, “implied warranties of merchantability”, “fitness for a particular purpose”, or “non-infringement”.

LIMITATION OF WARRANTY: To the extent not prohibited by applicable law, *ACTS*' aggregate liability under this agreement, whether for breach of contract, in tort, or under any other legal theory, is limited to actual fees paid by CSO hereunder with respect to the showcase or retail store front giving rise to liability. Under no circumstances shall *ACTS* be liable for any indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with this Agreement, or the use of, or inability to use, the services or site (including without limitation loss of business, revenue, donations, profits, use, data or other economic advantage), however caused and regardless of the legal theory of liability, even if *ACTS* has been previously advised of the possibility of such damages, and even if any exclusive remedy provided for herein fails of its essential purpose.

INDEMNIFICATION: *ACTS* agrees to, indemnify and hold harmless CSO from all liabilities, claims and expenses that arise out of or are related to its negligence or intentional misconduct hereunder. CSO agrees to defend, indemnify and hold harmless *ACTS* from all liabilities, claims and expenses (including reasonable attorneys' fees) that arise out of or are related to: (a) CSO's



use of the *ACTS* Charity Mall and related on-line services, including any materials disseminated or transmitted by the CSO and/or CSO's visitors and/or registrants; (b) CSO's breach of this Agreement; (c) CSO's negligence or intentional misconduct hereunder; (d) the acts and omissions of CSOs visitors and/or registrants, and (e) any claim arising from CSO's showcase activities and/or events

SEVERABILITY: In the event that any provision or portion of this agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent, as permitted by law.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION: CSO recognizes that *ACTS* Charity Mall and all *ACTS* Companies possess certain proprietary technology and other proprietary information pertaining to various aspects of the Company's business including but not limited to, the Company's future plans, business affairs, processes, trade secrets, technical matters, customer lists, designs, and other nonpublic information of the Company, including any information acquired or developed during the CSO's participation with the *ACTS* Charity Mall. The term Confidential Information shall include, but is not limited to, all information disclosed by the Company to CSO that is designed as confidential or proprietary.

GOVERNING LAW: This Agreement shall be governed by and constructed in accordance with laws of the county of Orange, State of California without regard to conflict of law's provisions.

ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, or in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration in Orange County, California by a single arbitrator selected by mutual consent of the parties. The sole arbitrator shall be selected by, and the arbitration shall be conducted and administered in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.



ENTIRE AGREEMENT AND ACKNOWLEDGMENT: The parties acknowledge that this Agreement has been read and understood, represents the entire agreement and understanding of the parties, and supersedes all prior agreements, communications, or understandings, whether oral or written.

- I have read and agree to the above terms and conditions of the *ACTS* Charity Mall Showcase
- I have read and agree to the terms and conditions of the platform/technology (Terms and Conditions on footer of website)

Tax-exempt Organization Showcase Name: _____

“Showcasename”@ACTSLink.net: _____

Applicant Name: _____ Title: _____

Applicant Signature: _____ Date: _____

ACTS corporate use only:

ACTS Region (*circle 1*) NE MA S SE MW MTN PAC

(Please Print)

Charity Resource Consultant Name: _____

CRC’s *ACTS*Link Site Name: _____



Retail Storefront Leasing Packages *(Optional)*

Select one of the following Packages and Term Length of the Agreement *(FEES SUBJECT TO CHANGE WITHOUT NOTICE)*:

Preparation and configuration: Includes insertion of all text for company info, welcome, products, one special, one give-away, upload of storefront images, one video, 5 documents, and the following product restrictions.

- | | |
|---|-------------------|
| 1. Storefront rental (\$50 per month billed monthly in advance) | |
| a. Storefront rental: \$50 per month x first and last month | \$100 |
| b. 6 months (\$300 Value, includes first and last) | \$275 |
| c. 12 months (\$600 Value, includes first and last) | \$530 |
| | \$ _____ A |
| 2. Storefront Preparation Services (upload of content provided) | |
| a. Storefront setup/configuration (up to 5 products) | \$199 |
| b. Storefront setup/configuration (6 - 10 products) | \$249 |
| c. Storefront setup/configuration (11 - 25 products) | \$299 |
| i. Storefront setup/configuration (25+ products) | QUOTE |
| ii. All text and content uploaded by MVP | |
| | \$ _____ B |
| 3. Graphic design (4 key storefront images) | \$149 |
| | \$ _____ C |

Total storefront rental plus preparation fees (lines A,B,C) \$ _____

Upon acceptance by ACTS of this application the **Total Amount Due:** \$ _____

Please Print

Name: _____ Title: _____

Signature: _____ Date: _____



Payment Information & Authorization

Print

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Telephone: _____

Credit Card Payment:

The following information will be used to pay initial fees and ongoing monthly Storefront rental unless instructed otherwise.

Company or Charity	
Name on Credit Card	
Billing Address for Credit Card	
City State & zip for Credit Card	
Total Amount Paid from above	
Credit card number Visa MC AMEX	
Expiration Date and Security Code	Expiration Date 3 digit Security Code
Signature	
Date	
Phone	



REVENUE SHARE/COMMISSION AND/OR MARGIN

Mall Vendor Partner agrees that ACTS Charity Mall shall receive a commission, percentage, margin, or royalty from all sales made as a result of the ACTS Charity Mall. The MVP will complete the following Questionnaire and or attach a descriptive breakdown of the products and/or services marketed via the ACTS Charity Mall.

Please provide the breakdown of the amounts being shared with ACTS for all product and services offered through the ACTS Charity Mall.

(Circle Appropriate)

"S" Corp Partnership LLC Sole Proprietorship "C" Corp Tax-Exempt

Organization Name: _____

Social Security or EIN# _____

Sales Tax ID#: _____ State Issued: _____

Address: _____

Website: _____ Phone: _____

Authorized Representative: _____

Title: _____ Email: _____

Vendor or Charity Categories *(Select All that Apply)*

Vendor Categories:

- Building & Construction
- Business to Business
- Education & Vocation
- Entertainment & Media
- Health & Nutrition
- Industrial - Manufacturing
- Internet Services (virtual technology)
- Medical & Pharmaceutical
- Professional Services
- Restaurant
- Retail
- Specialty & Gourmet Foods
- Technology (physical)
- Transportation

Charity Categories:

- Adult & Senior
- Animal Welfare & Protection
- Art, Culture, & Humanities
- Child, Youth and Teen Services
- Community & Social Services
- Disabilities
- Disaster Relief
- Health & Education
- Emergency Response
- Environmental
- Poverty & Hunger
- Religious
- Workforce Development

Partner /



REVENUE SHARE/COMMISSION AND/OR MARGIN (con't)

The Revenue Share is equal to the commission or difference between retail and wholesale pricing offered by the Mall Vendor Partner.

The Revenue Share to ACTS _____%

Customer Service Hours: _____ Phone: _____

Customer Service email: _____

Product Guaranty/Warranty: _____

Shipping Policies: _____

Shipping Method(s): _____

Preferred Carrier: _____

Return Privileges: _____

MERCHANT ACCOUNT INFORMATION

Existing Merchant Account Yes ____ No ____

Account Name: _____

Account #: _____

To avoid additional setup fees, ACTS requests that each CSO utilize the Merchant Account provider that has strategically aligned with the ACTS Program. The provider has committed to make available this service at, or below the rates currently being charged by the CSO's current merchant account provider. A request for monthly billing statements will be made by the ACTS provider directly from the CSO to insure privacy.

Request New Merchant Account? Yes ____ No ____



ADDENDUM A

Time and Place of Showcase Installation and Acceptance

1. The Showcase will be installed on and accessed via ACTSCharityMall.com.
2. ACTS shall deliver passwords and access to the ACTS Charity Mall, within five (5) business days after CSO's execution of this Agreement and receipt by ACTS of any initial funds as outlined in this Agreement.
3. CSO agrees to provide all of the Showcase content including logos, text, images, videos and other features in the prescribed sizes and formats as indicated in Addendum A, which is attached to and made a part of this Agreement within 21 days.
4. The Showcase shall be deemed accepted by CSO thirty (30) days after passwords for access to their showcase are sent to CSO via email unless written objection is made within thirty (30) days of access being granted such passwords. ACTS shall have 5 business days to correct defects as described by CSO in writing.

Desired Showcase Name: (Short & Recognizable) _____

Directory Listing (Includes Organization name, address, etc.) 500 words or less:

Number of Directory Categories (relevant to products/services offered): _____

Organization Name & Tag Line: 250 characters: _____

Organization Authorized Representative(s): _____

Welcome Message: (1000 characters): _____

Biography Message (1000 characters): _____

Banner for showcase

- a. Banner Image (size = 455 x 60 h) Yes ___ No ___
- b. Banner Text (in place of image) Yes ___ No ___

Two images for front of showcase

- a. Gif or jpg Yes ___ No ___
- b. 120x120 Yes ___ No ___
- c. Image alt text Yes ___ No ___

One larger image **OR** a video for front of showcase

- a. 177x143hi jpg or gif Yes ___ No ___
- b. Video Yes ___ No ___



ADDENDUM A (con't)

Video URL (where located on the Internet): _____

Uploads Yes ____ No ____

- a. Documents (pdf, word, excel etc.)
- b. Zip files
- c. Videos (flv files are best – other file formats will be reformatted to FLASH videos)
- d. Embed YouTube videos (copy embed code from YouTube)

Specials or Promotions Yes ____ No ____

- a. Special – name of the special : _____
- b. Description of the special: _____
- c. Expiration Date of the special: _____

Products Yes ____ No ____ Services Yes ____ No ____

Quantity: _____ Quantity: _____

Each product and/or service will need the following:

- a. Product/Service name
- c. Retail Price
- d. Image (jpg or gif, any size – images are resized)
- e. Description text (no limit)
- f. Unique product/service code

Lead generation: Showcase Giveaway Yes ____ No ____

- a. Image jpg or gif upload Yes ____ No ____
- b. Free gift or drawing? Yes ____ No ____
- c. Method of delivery (USPS/UPS/EMAIL): _____
- d. Description of giveaway: _____

Laser Stream Video desired: Yes ____ No ____

Laser Stream Video code: _____

Content Submission: CSO shall submit all Showcase content within 21 days of signed Agreement to: **CSOshowcasecontent@ACTSCharityMall.com**

Showcase Content Tips: The objective of a Showcase is to advertise and promote your organization and its mission and work. CSO's should publish content that helps Visitors/Guests make decisions. CSOs should only publish the content that is necessary to further their objectives.

1. After the initial publication of your Showcase, review content for accuracy.



ADDENDUM A (con't)

2. For **event-type content**, have expiration date metadata, so that the content is automatically removed at that date.
3. Every month, **check the critical content and applications** (forms, special events, etc.) on your Showcase to make sure they are up-to-date and working.
4. Verify that when new content is published, **content that it replaces is removed** from the website.
5. Ensure every single piece of content on your Showcase gets a thorough read on a regular basis.
6. Notify ACTS immediately should there be anything not working properly on your showcase.

Contact ACTS for availability & current pricing on the following enhanced service options:

- Web broadcast (webcast) events & interviews
- Laser Streaming Video
- SMS lead generation
- Special Event promotions
- News distribution
- Banner advertisements
- Sponsorships

Please Print Clearly:

Name: _____ Title: _____

Email Address: _____ Phone#: _____

Signature: _____ Date: _____

For ACTS Corporate Only

Showcase@ACTSLink.net: _____

User Name: _____ User ID: _____

Date Received: _____ Processed by: _____

Approved by: _____ Date: _____