



American Charities Telesis Services, Inc. (ACTS)

Mall Partner Storefront Application & Agreement

Web-based e-Commerce Venue

Application & Agreement Instructions

Welcome to the *ACTS* Charity Mall! As a valued “Mall Vendor Partner” (MVP), or Mall Partner (MP), you will experience a new and powerful venue to offer your products and services to a global market. The *ACTS* Team and systems is a great tool that can offer you the opportunity to build a strong and loyal customer base to increase your company’s image and sales.

Both MVPs (Mall Vendor Partners) and MPs (Mall Partners) apply via this Mall Partner Storefront Application and Agreement (Application and Agreement). Please complete the Application & Agreement in its entirety. Mandatory fields are marked with (Mall Vendor Partners an asterisk*. This Application & Agreement requires several affirmations including a signatures affirming that all the information provided is accurate; and another signature agreeing to the Terms and Conditions of the 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 understands that misleading or false statements will constitute sufficient cause for non-acceptance, refusal, or cancellation of their 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.

Mall Partner 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 e-commerce 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. Host is offering the opportunity to individuals, businesses, faith-based, non-profit, and charitable organizations, also referred to as "Mall Partners", to lease a “storefront” in a Web-based e-commerce venue known as *ACTS*CharityMall.com. As part of *ACTS* Charity Mall storefront lease, MVP agrees to pay a monthly fee, also referred to as "Mall Association Fees", Mall Partners have access to lead generation, sponsorship, and advertising opportunities, some of which are included with the standard lease, and other marketing opportunities which are fee-based.

The goal of the *ACTS* Charity Mall is to generate charitable donations on behalf of non-profits and charities. *ACTS* Charity Mall is designed to offer consumers the opportunity to select the charity of their choice to be the recipient of a percentage portion of each purchase transaction made through *ACTS* Charity Mall.com

Storefronts offer on-going activities 24/7 throughout the calendar year and may be leased on a monthly basis, with discounts available for advanced payment for 6 month or 12 month terms. At the conclusion of the selected duration, the storefront will become inactive and will no longer be visible to create leads or other sales opportunities, until renewed or auto-renewed. Vendors are accessed a monthly Mall Association Fee plus a percentage of gross sales or agreed upon margin. IRS tax-exempt entities are eligible for a 100% discount on all storefront rental fees.

Storefronts will connect with visitors via the following mechanisms:

1. Storefront banners	(included in lease)
2. Storefront 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 vendor	(no log-in required)
6. Drawings offered by vendors	(requires visitor opt-in)
7. Product specials offered by vendors	(requires visitor opt-in)
8. Products listed for sale	(purchase requires visitor opt-in)
9. Giveaways	(requires visitor opt-in)
10. Holding live broadcasts (webinars)	additional fees apply
11. Meeting live via web conferencing	additional fees apply

STOREFRONT POLICY

ACTS Charity Mall does not allow items that promote or glorify hatred, violence, racial, sexual, or religious intolerance, or promote organizations with such views. *ACTS* also requests that MPs refrain from featuring products/services in storefronts 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.

MPs should make sure items displayed or offered in storefronts follow these guidelines. Failure to do so may include suspension of a Mall Partner's account until the offensive items identified by *ACTS* have been removed. *ACTS* carefully considers all the details before deciding to request removal of any items from storefronts when they're brought to our attention, looking at the entire product/service selection to see if it complies with these guidelines. Any decision regarding offensive items rendered by *ACTS* shall be at the sole discretion of *ACTS* and is final and without recourse.

TERMS & CONDITIONS

TERM: The Company hereby enters into a month to month agreement with the MPs, with automatic renewal, unless either Company or Consultant submit written notification of their desire to terminate the agreement at the end of the then current billing period, 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 storefront
- Tech support to vendors and visitors
- Marketing of the Mall to attract visitors

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

- Sales
- Storefront(s) content.
- Attendance to storefront(s).
- Marketing of individual storefront(s).
- Leads generated or conversion rates to sales.
- Intermittent outages of the system due to enhancements, upgrades, or events out of its control.
- *ACTS* waives all responsibility if the Mall Partner does not follow the appropriate legal processes for “unsubscribe” and “do not contact” requests.
- *ACTS* retains the sole right to accept, reject, or cancel any Mall Vendor Partner.

Vendor Agrees to the Following:

- Mall Association Fees entitle MP to one storefront in unlimited appropriate halls, and unlimited appropriate product listings as determined and accepted by **ACTS**.
- Provide a revenue share/commission and/or margin to **ACTS** for every sale generated either directly or indirectly by the mall.
- To take total responsibility for the success of storefront.
- To respect and appropriately manage opt-out requests from attendees.
- There are no performance guarantees for any aspect of the mall whatsoever. This includes number of visitors, number of sales, uptime of the venue, or leads generated.
- There are no refunds provided by **ACTS** for storefront rental, or services rendered.
- **ACTS** does not allow links to any outside Internet sites from a storefront.

MALL ASSOCIATION FEE: Upon the anniversary date each month following enrollment, MVP shall pay to **ACTS** Charity Mall the Mall Association Fee as agreed, through any one of the many auto-pay or electronic payment options. In the event that a payment does not clear the transaction, MVP will begin usage of the “Last Payment” received at the time of enrollment, if it is available.

LATE PAYMENTS: If MVP 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 MVP 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 this 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.

STOREFRONT CONTENT LIABILITY: The MP is responsible for the presence of their Storefront content and are obligated to make sure that the material published on their Storefront does not violate Mall policies or federal, state, and local laws that may lead to criminal and/or civil disputes such as defamation and copyright infringement. In instances where **ACTS** assists in the development of a storefront, MP acknowledges that they are responsible for ensuring that

content does not violate Mall policies or federal, state, and local laws that may lead to criminal and/or civil disputes such as defamation and copyright infringement. Storefront content is described as, but is not limited to html, text, audio, video, images, etc. Storefront content liability also applies to all custom work.

CUSTOM WORK: No customization to the Storefront 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: MVPs must supply a merchant account for each storefront to accept payments by debit or credit cards for all products/service transactions conducted on *ACTS* Charity Mall. *ACTS* offers each MVP the ability to create a Mall Partner Merchant Account and execute a separate agreement with its merchant services partner for the settlement of credit card and/or debit card transactions.

REVENUE SHARE/COMMISSION AND/OR MARGIN: MVP 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. 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.

DISCLAIMER OF WARRANTIES: Services and site are provided "as is" and "as available" for MP 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 the fees paid by MVP hereunder with respect to the storefront 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 Application and Agreement, or the use of, or inability to use, the services or site (including

without limitation loss of business, revenue, 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 MVP from all liabilities, claims and expenses that arise out of or are related to its negligence or intentional misconduct hereunder. MP 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) Mall Partner's use of the **ACTS** Charity Mall and related on-line services, including any materials disseminated or transmitted by the MP/or Mall Partner's visitors and/or registrants; (b) Mall Partner's breach of this Application and Agreement; (c) Mall Partner's negligence or intentional misconduct hereunder; (d) the acts and omissions of Mall Partner's visitors and/or registrants, and (e) any claim arising from Mall Partner's storefront 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: MP 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 Mall Partner'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 Mall Vendor Partner 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 Application and Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Application and 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 Application and 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 Application and 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

I have read and agree to the terms and conditions of the platform/technology (Terms and Conditions on footer of www.ACTSCharityMall.com)

Company/Storefront Name: _____

Storefrontname@ACTSLink.net: _____

Applicant Name: _____ Title: _____

Applicant Signature: _____ Date: _____

<p><i>ACTS</i> Region (<i>choose 1</i>) NE MA S SE MW MTN PAC <i>(Please Print)</i> Charity Resource Consultant Name: _____ CRC <i>ACTS</i>Link: _____</p>
--

**Select one of the following Packages and Term Length of the Application and 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 |
| 4. Total storefront rental plus preparation fees (lines A,B,C) | \$_____ |
| 5. IRS Tax Exempts <i>deduct</i> 100% of rental fees (all other fees apply) | (\$_____) |

Upon acceptance by ACTS of this Application & Agreement **Total 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	
Name on Credit Card	
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	

***Thank YOU for your commitment to help faith-based,
non-profit and charitable organizations with their funding needs!***

REVENUE SHARE/COMMISSION AND/OR MARGIN

MVP 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 Addendum A and attach a descriptive breakdown of the products and/or services to be 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.

(Choose 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 Categories *(Select All that Apply)*

- 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 *(Select All that Apply)*

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

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

The Revenue Share to ACTS _____%

The Revenue Share is equal to the commission or difference between retail and wholesale pricing offered by the MVP less applicable taxes and any shipping charges.

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 #: _____

Request New Merchant Account? Yes No

Please Print

Name: _____ Title: _____

Signature: _____ Date: _____

Signature below signifies acceptance by ACTS of the Mall Partner Application and Agreement.

ACTS Authorized Representative: _____

Date: _____

ADDENDUM A

Time and Place of Storefront Installation and Acceptance

1. The Storefront will be installed on and accessed via www.ACTSCharityMall.com.
2. ACTS shall deliver passwords and access to the Mall Partner's Storefront within five (5) business days after ACTS approval of this Application and Agreement.
Mall Partner agrees to provide all of the Storefront 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 Application and Agreement within 21days.
3. The Storefront shall be deemed accepted by MP thirty (30) days after passwords for access to their storefront are sent to Mall Partner 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 Mall Partner in writing.

Storefront Name: _____

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

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

Company Name & Tag Line: 250 characters: _____

Company Authorized Representative(s): _____

Welcome Message: (1000 characters): _____

Biography Message (1000 characters): _____

Banner for storefront

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

Two images for front of storefront

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

ADDENDUM A (con't)

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

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

Video URL: _____

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

Lead generation: Booth 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 Yes No

Laser Stream Video code: _____

ADDENDUM A (con't)

Content Submission: MPs shall submit all Storefront content within 21 days of signed Application and Agreement to: **MPstorefrontcontent@ACTSCharityMall.com**

Storefront Content Tips: The objective of a Storefront is to publish content that helps Visitors/Guests make decisions. MP should only publish the content that is necessary to further their objectives.

1. After the initial publication of your Storefront, review content for accuracy.
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 promotions, give-a-ways, contests, etc.) on your Storefront 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 Storefront gets a thorough read on a regular basis.
6. Notify ACTS immediately should there be anything not working properly on your storefront.

Please Print

Name: _____ Title: _____

Signature: _____ Date: _____

For ACTS Corporate Only

Storefront@ACTSLink.net: _____

User Name: _____ User ID: _____

Date Received: _____ Processed by: _____

Approved by: _____ Date: _____