



TERMS AND CONDITIONS

1. **CONTRACT.** This is a legal and binding contract between Ten G Enterprises, LLC ("S2G") and (hereinafter the "Charity"). The parties to this Contract shall be held to the rights and obligations contained herein.
2. **TERMS OF SERVICE.** The Terms of Service located at www.shopping2give.com/terms-of-service/ are hereby adopted by the Parties and incorporated herein by reference.
3. **PAYMENT REMITTANCE.** All donations made by the consumer in connection with their purchase of products from the retailers identified on the website www.shopping2give.com, will be disbursed from time to time, but in no event in an amount of time greater than on a quarterly fiscal basis. Upon Charity's reasonable request, S2G shall provide a statement of account identifying all accrued donations made for the benefit of the Charity. Furthermore, S2G shall provide the Charity, upon request, an annual audited statement of account for the previous calendar year.
4. **MARKETING.** To the extent the Charity deems appropriate, S2G hereby provides to the Charity a revocable license to market and utilize the "shopping2give.com" logo, brand and website for the purpose of soliciting its donors and contributors in order to increase Charity's donors' participation in the S2G website program. S2G hereby retains sole and exclusive ownership of the trademark "shopping2give", and may revoke the above referenced license upon written notice to the Charity.
5. **CONFIDENTIALITY.** S2G agrees to never ask for and will not seek the Charity's donor list or donor information, and we will keep confidential and otherwise not disclose to any third parties other than S2G's employees, independent contractors, and/or accountants those individuals making contributions through S2G's website to the Charity.
6. **REPRESENTATIONS.** S2G represents and warrants that all information contained on its website, www.shopping2give.com is substantially true, accurate and correct, and S2G hereby covenants and agrees to strictly adhere to the donation schedules and commissions set forth on its website. The representative of S2G who signs this Agreement represents that he/she has the express authority to sign the Contract on behalf of S2G and has the authority to obligate and bind S2G under the terms and conditions contained within this agreement.
7. **MODIFICATION.** Any modifications to the terms and conditions contained in the Contract shall be made in writing and only upon the express mutual agreement of both parties.
8. **CHOICE OF LAW/JURISDICTION/VENUE.** This Contract shall be interpreted in accordance with the laws in the State of Florida. The parties both shall submit themselves to the jurisdiction of Florida state courts. The parties agree that venue to any litigation arising hereunder shall be exclusively in Palm Beach County, Florida.
9. **ORIGINAL DOCUMENT.** A photocopy or facsimile of the signatures of the respective parties of this Contract shall be deemed to be an original for all purposes.

Dated: _____

CHARITY: _____

By: _____

Its: _____

Ten G Enterprises, LLC

By _____

Its: Authorized Representative

