

The Secure Donations Network Membership Agreement

This Agreement is made by and between Conscious Change, Inc., a Georgia corporation doing business as donate.net (hereinafter referred to as "Conscious Change") and

_____ (Hereinafter referred to as "the Organization")

this ____ day of _____, 20____, for the purpose of setting forth the entire agreement between the parties concerning Conscious Change's management of on-line contributions made by members of the public to the Organization as follows:

1. Services to be provided by Conscious Change: Conscious Change will provide an on-line fund-raising mechanism to receive donations on behalf of the Organization; manage on-line contributions; provide an on-line mechanism for the Organization to sell information, reports, subscriptions, memberships, or other items that the Organization offers to the public via the Internet; and serve as a mechanism for on-line promotions of special events or items which are distributed or sold by the Organization on a not for-profit basis in accordance with the terms set forth herein.

In addition, Conscious Change will provide a monthly report to the Organization of the names, e-mail addresses, and amounts donated, or information or items requested by donors who utilize Conscious Change's on-line mechanism for donation to the Organization, or ordering any information, membership, or other item from the Organization. Conscious Change will also provide a monthly report to the Organization concerning all the number and amount of all requests, donations, and orders received by Conscious Change on the Organization's behalf, and will remit to the Organization the amounts collected on its behalf in accordance with the donation disbursement schedule set forth in paragraph 2 hereof.

2. Donation Disbursement Schedule. Conscious Change shall remit to the Organization the sums actually collected by Conscious Change on the Organization's behalf through the services provided in paragraph 1 hereof, less the average actual credit card percentage and less donation adjustments due to errors, disputes or patron requests, of all sums received by Conscious Change on the Organizations behalf, on a monthly basis. Payout for each month will occur on or about the 15th of the following month.

3. Conscious Change fees are charged on a monthly basis, \$29.95 per month for up to 20 transactions per month. Additional transactions will be charged a rate of \$1.50 per transaction. There will be a one time set up fee of \$200.00 .

4. Additional Services: In addition to the services set forth in paragraph 1 hereof, Conscious Change may provide services connected with special promotions by the Organization. Conscious Change's particular responsibilities in connection with the special promotions and the distribution schedule for the special promotions will be determined at the time of the special promotions and pursuant to a separate agreement between Conscious Change and the Organization.

5. Warranties and Representations of the Organization. The Organization warrants and represents the following, and acknowledges that the following warranties and representations are material inducements for Conscious Change to enter this Agreement:

a. Non-profit status. The organization is a non-profit organization and has received a determination from the United States Internal Revenue Service that it is a tax-exempt organization within the meaning of the Internal Revenue Code, and that it will furnish proof of such status to Conscious Change upon the execution of this Agreement. Furthermore, the Organization intends to maintain its tax-exempt status in accordance with all applicable state and federal laws, and will immediately inform Conscious Change of any change in its corporate or tax exempt status. The Organization hereby indemnifies and holds Conscious Change harmless for any claim, penalty, fine, charge, or any other liability of whatever kind related to any other alleged violation of said laws by the Organization.

b. Compliance with applicable laws and regulations. The Organization is presently in compliance with all federal, state and local statutes, laws or regulations, including any and all reporting or disclosure requirements imposed by any law or regulations which govern the Organization's corporate status, its non-exempt status and its dissemination of information via the Internet, and will furnish proof of said compliance to Conscious Change upon request. It is the Organization's intent to remain in compliance with all applicable laws and regulations, and the Organization hereby covenants to do so. The Organization hereby indemnifies and holds Conscious Change harmless for any claim, penalty, fine, charge or any other liability of any kind related to alleged violations of said responsibilities by the Organization.

c. Compliance with copyright and trademark laws. The Organization, to the best of its knowledge, is presently in compliance with all federal, state and local statutes, laws or regulations concerning its name, trademark, logo, and original items offered for purchase or dissemination, and will furnish proof of said compliance to Conscious Change upon request. The Organization hereby covenants to remain in compliance with such laws and regulations. The Organization hereby indemnifies and holds Conscious Change harmless for any claim, penalty, fine, charge or any other liability of any kind related to alleged violations of said laws and regulations by the Organization.

d. Capacity to enter Agreement. The undersigned signatory for the Organization is fully and legally authorized by the Organization to enter this Agreement and has the express authority of the Organization to enter this Agreement and bind the Organization to the term set forth herein.

6. Responsibilities of the Organization. The Organization understands and agrees that its responsibilities to Conscious Change in exchange for the services to be provided by Conscious Change as outlined in paragraph 1 hereof are as follows:

a. Maintenance of the Internet site and server. The Organization

is solely responsible for the maintenance of its Internet web site, web page(s) and server(s) and any and all other items necessary for the public to access the Organization's web page(s). The Organization agrees to inform Conscious Change of any changes in the Organization's web site or page(s), including any changes in the web site address or links. The Organization understands that if its Internet links are not valid or become invalid for any reason, Conscious Change will suspend the Organization's participation in the service provide in paragraph 1 hereof, until such time as the Organization supplies Conscious Change with valid links. The Organization agrees to pay Conscious Change the cost necessary for Conscious Change to establish or re-establish valid Internet links for the Organization.

b. Use of Organization's name and logo. The Organization hereby expressly permits Conscious Change to use its name and logo for the purposes set forth in paragraph 1 hereof, and grants to Conscious Change a license for said use and indemnifies and holds Conscious Change harmless for the appropriate uses thereof.

c. Provision of camera-ready or digital images. The Organization shall provide to Conscious Change, free of charge, camera ready or digital images for use by Conscious Change in providing the services set forth in paragraph 1 hereof.

d. Fulfillment of orders for items. The Organization shall have the sole responsibility to provide to any person ordering any item from the Organization said item, and assumes sole responsibility for ensuring that item(s) ordered are the type and are in the condition that they were advertised by Conscious Change pursuant to this Agreement. Furthermore, the Organization shall have the sole responsibility to arrange and effect delivery of any ordered item(s) to the person(s) who ordered the item(s). It is expressly understood that Conscious Change has no responsibility for warranting the accuracy of any information, or the suitability of any item(s) offered by the Organization for dissemination or sale pursuant to this Agreement. The Organization hereby indemnifies and holds Conscious Change harmless for any and all claims from whomsoever claims any injury related to the suitability of information or item(s) disseminated or sold pursuant to this Agreement, whether such claims arise under federal, state or local laws and whether such claims relate to the information or item(s), their use, their delivery, their suitability, the accuracy of their descriptions, the originality of same, the legality of their distribution or dissemination or whether such claims arise out of any alleged injury resulting from the receipt, the failure to receive, or the use of any information or item(s) disseminated or sold pursuant to this Agreement.

e. Supply of value of any item not 100% tax deductible. The Organization shall have sole responsibility to provide the value of any item disseminated or distributed pursuant to the Agreement which is not 100% tax deductible.

f. Compliance with rules and policies of Conscious Change. The Organization agrees to comply with all rules, regulations and policies of Conscious Change related to the content or manner in which information is displayed by Conscious Change on the Organization's behalf, as such rules, regulations and policies may be modified or amended from time to time in Conscious Change's sole discretion. There is a report fee of \$125 for and custom reports, this includes reports from prior months. There is a \$15 verification fee for disputed transactions. All claims must be filed within 90 days for payment.

7. Term of this Agreement: The term of this Agreement shall be for twelve (12) months from the date of execution and shall automatically be renewed every twelve (12) months unless either

party shall give written notice of termination (Certified Mail) to the other party at least sixty (60) days but not more than one hundred and eighty (180) days prior to the termination of the initial term or any renewal term. Either party may terminate this agreement upon written notice for a material breach of any terms of this agreement.

8. Modification. This Agreement may be modified only in writing and executed by both parties to this Agreement in an instrument with equal dignity hereto.

9. Severability: If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement, and the validity thereof will remain unaffected, and will remain in full force and effect.

10. Successors and Assigns: This Agreement shall be binding on the respective parties' heirs, successors, and assigns.

11. Governing Law: This Agreement is entered in the State of Georgia and shall be construed and governed under the laws of the State of Georgia.

12. Venue of Actions: Any action brought by either party to enforce any terms of this Agreement shall be brought in the Superior Court of Fulton County, State of Georgia, and the Organization expressly represents that it is subject to the jurisdiction of said court and agrees to submit to the jurisdiction of said court in the event of any action taken to enforce the terms of this Agreement by either of the parties hereto.

13. Captions. The Captions set out in this agreement are for the convenience only, and shall be so construed.

14. Notices. Any notices required under this Agreement shall be sent in writing to the following addresses:

Conscious Change, Inc.
931 Monroe Drive
Suite 102-281
Atlanta, GA 30308

Organization's Address:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below on the date first above written.

for Conscious Change, Inc.

Its: _____

for (Organization)

Its: _____