

Active Engagement Platform Product Attachment

Last updated July 13, 2016

This document is a "Product Attachment" as defined in the [General Terms](#) entered into by Client and Active and is subject to and incorporates by reference the provisions of the [General Terms](#). This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the [General Terms](#)). Any capitalized terms not defined herein have the meaning ascribed to them in the [General Terms](#).

1. SERVICES. Active will provide Services to enable Client to provide messages, offers, discounts, surveys, giveaways, contests and other special marketing messages (collectively, "**Offers**") to its customers, members, event participants, spectators and others (collectively, "**End Users**") related to Client events, camps, classes, memberships and prospective memberships, and/or activities (together, "**Events**"), via online websites. Services, including SaaS, provided to Client are available through our websites at <http://www.virtualeventbags.com/> and <http://app.virtualeventbags.com/> (collectively, the "**Sites**") (including mobile applications). Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to access and to use the SaaS solely for the purposes of creating and distributing Offers from event-related sponsors, organizers, advertisers, retailers, merchants or similar entities ("**Merchants**") using the Sites, in each case, solely in accordance with the Schedule, the Agreement, and applicable law and regulation, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this [Section Error! Reference source not found.](#) Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. During the term of this Product Attachment, Active will be the sole and exclusive provider of services similar to the Software and Services provided to Client hereunder for all of Client's Events during the term of this Product Attachment until the Event occurs or similar services are no longer needed. Active may present Offers, including commerce offers, from various Merchants to End Users as part of the Services. The Merchants are fully responsible for resolving any and all issues, concerns and/or complaints with respect to the terms and conditions of any offer(s), including, but not limited to the purchase, refund, credit (or other transaction) related to any offer displayed or otherwise made available on the Sites or through the Services.

2.3. End Users who register for, sign up, or otherwise use the SaaS in connection with the Events may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; and (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. SECURITY AND INFORMATION COLLECTION.

3.1. Active collects certain information from Client and End Users as part of the Services offered for Events (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, affiliated entities, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

3.3. To the extent that Client requests that Active provide (a) Client with access to Participant Information relating to End Users or (b) another third party, such as an affiliated entity, event timer, email marketer, donation service provider, etc., with access to Participant Information and/or administrative access to Client's account, Client represents and warrants that (i) it has and will continue to hold all necessary licenses, permits, consents, permissions, and agreements necessary for Active to provide such access; (ii) Active's provision of such access in compliance with this Product Attachment does not and will not violate any applicable laws, rules, or regulations; (iii) it will get affirmative written consent from each such Licensee and/or End User (as applicable) to provide Active with the rights to provide such access; (iv) it will use the Participant Information in compliance with this Section **Error! Reference source not found.**, as if the Participant Information was provided by the applicable End User or individual directly to Client; (v) it will contractually require any such third party to comply with terms no less strict than those set forth in this Section **Error! Reference source not found.**; and (vi) it will be responsible and liable for the compliance of such third party with the terms and conditions of the Agreement.

4. CONTENT.

4.1. Client agrees that all material, including without limitation, information, data, software, text, design elements, graphics, images and other content (collectively, "**Content**"), contained in or delivered via the Services or otherwise made available by Active in connection with the Services (collectively, "**Site Content**") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. Active may own the Site Content or portions of the Site Content may be made available to Active through arrangements with third parties. Except as expressly authorized by Active in writing or in connection with your use of the intended functionality of the Services, Client agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content or post any Site Content on any other web site or in a networked computer environment for any purpose whatsoever. However, Client may print or download a reasonable number of copies of the Site Content for its own informational purposes, provided that it retains all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any Site Content for any other purpose is strictly prohibited without the express prior written permission of Active. Client shall only use the Site Content for purposes that are permitted by this Agreement and as permitted by all applicable laws and regulations.

4.2. Client acknowledges and agrees that if it contributes, provides or makes available any content to the Sites, including but not limited to Offers ("**Client Content**") it hereby grants to Active a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Client Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. Client represents and warrants that it has all the rights, power and authority necessary to grant the foregoing license, and that all Client Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party and (b) complies with all applicable laws and regulations. Active reserves the right to remove, in its sole and exclusive discretion, any Client Content from the Sites at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Client Content).

4.3. Client acknowledges that it is solely liable for all Content, including Offers, in whatever form, which it provides or otherwise makes available to or through the Services, including to End Users and other users of the Services. Client agrees not to use the Services to: (i) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm minors in any way; (iii) facilitate gambling, gaming, lotteries, raffles, contests, sweepstakes and/or any other activity featuring the award of a prize other than raffles, contests or sweepstakes which shall be conducted in a manner that complies with all applicable and governing laws and regulations; (iv) impersonate any person or entity, including, but not limited to, an Active representative or falsely state or otherwise misrepresent your affiliation with any person or entity; (v) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (vi) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity; (vii) upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to otherwise interact with the services in a manner not permitted under this Agreement; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or (ix) intentionally or unintentionally violate any applicable law or regulation (foreign or domestic), including without limitation (a) regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any national or other securities exchange (e.g., the New York Stock Exchange, the American Stock Exchange or the NASDAQ) and (b) laws and regulations (foreign or domestic) regarding the sale or resale of tickets (including without limitation with respect to licensure requirements, maximums or limits on ticket prices, etc.).

4.4. Client acknowledges that Active does not always pre-screen all Content provided or made available by Client or any third party in connection with the Services, but that Active and its designees shall have the right (but not the obligation) in their sole and exclusive discretion to (a) monitor, alter, edit or remove any of the Content, in whole or in part and/or (b) rescind and terminate Client's right to use the Services at any time (with or without notice) for any reason or no reason. Client acknowledges and agrees that Active may preserve Client Content and may also disclose Client Content for any reason, including without limitation, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any of the Client Content violates the rights of third parties and/or (iv) protect the rights, property, or personal safety of Active, its users and/or the public. Client understands that the technical processing and transmission over various networks and/or changes to confirm and adapt to technical requirements of connecting networks or devices. Active may provide Client with the right to use a sub-domain within the Site (e.g., [sub-domain prefix].virtualeventbags.com). All such sub-domains are the sole property of Active. In the event Active provides Client with a sub-domain, Client's right to use such sub-domain may be terminated by Active at its sole and exclusive discretion and at any time (with or without notice) for any reason or no reason.

5. FEES.

5.1. Active may collect payments with respect to the sale of goods and services to End Users on the Sites, as well as from Client with respect to the service and license fees for the Services. Unless otherwise specified in an applicable Schedule, payments are all transacted through third party payment service methods (collectively, "**Facilitated Payment Modes**" or "**FPM**"). When using an FPM, Client and End Users effect the applicable monetary payment transaction through the FPM service, and are bound by the applicable terms of use governing the FPM service.

5.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a

dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

5.3. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

5.4 When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

6. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any and all third party claims, demands, causes of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information by Client and Licensees, Licensors, or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Services and/or SaaS in violation of Section Error! Reference source not found. of this Product Attachment; and/or (f) any claims for refunds or chargeback requests from End Users.

7. TERM AND TERMINATION.

7.1. Unless otherwise set forth in the applicable Schedule, the term of this Product Attachment will be for one (1) year from the Effective Date with automatic renewals for one (1) year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than six (6) months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

7.2. Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or your right to use the Services, and remove and discard any and all of Client's content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or spirit of this Agreement. Client agrees that any termination of its use of the Services may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Services. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Services. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Services shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and intellectual property protections and licenses).

8. MISCELLANEOUS.

8.1. The Services may provide, or third parties may provide, links to other Internet websites or resources. Because Active has no control over such websites and resources, Client acknowledges and agrees that Active is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources. Client further acknowledges and agrees that Active shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such content, advertising, products, services or other materials available on or through any such website or resource.