



Terms of Use Last Update: August 1, 2020

With the purchase of a Core Club Rewards Membership, you are agreeing to the following Terms of Use that will apply to you.

Core Club Rewards is a division of American Fundraising Services, Inc. ("Company, "we", "us") that oversees this website, including the services underlying this site and the content appearing herein.

Please read the Terms carefully. The Terms govern your use of this online donation site. By using this service, you are stating that you have read, understand, and agree to be bound by the Terms. If you do not agree to the Terms, you are not permitted to use this service.

#### Privacy Policy

- To obtain access to certain areas of our website or to receive certain services we provide, you may be required to provide certain Personal Data (e.g., your email address). We use such information to provide the service you requested, to monitor internal usage of our services, and to contact you from time to time about us, our website, and our products and services.
- We respect the privacy of our users and the privacy of their client data. You retain all rights to your data. **We will not sell or share data with any entity not directly involved in fulfilling your transaction.** We will not access your data for non-administrative reasons.
- We integrate with 3rd party payment gateways for processing all credit card transactions. We do not store or log any sensitive cardholder data provided by you or your clients. Recurring purchases are setup with the 3rd party processor, which stores all sensitive information within PCI Compliant protocols. We follow industry standard best practices to protect security of cardholder data during processing and transmission.

Distribution of Funds: The organization raising money will receive 70% of the total dollars donated through the Core Club Rewards donation site.

YOU AGREE NOT TO USE THE CORE CLUB REWARDS SERVICE TO VIOLATE ANY LOCAL, STATE, NATIONAL, OR INTERNATIONAL LAW OR REGULATION.

After the initial membership transaction charge, a reoccurring charge for the membership will take place on the 15<sup>th</sup> of the following month and each month thereafter. All Core Club Rewards Memberships are set for auto-renewal after 12 months. An email confirmation will be sent prior to this renewal.

There are NO REFUNDS. Customers may cancel open-ended recurring transactions at any time by emailing [coreclubrewards@gmail.com](mailto:coreclubrewards@gmail.com) or calling 800-226-9824. In the event a number of recurrences is specified at the point of purchase, the recurrence is automatically cancelled once the commitment is fulfilled; no cancellation requests will be processed prior to that.

No Resale Of Core Club Rewards Service. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion (except for your data, to which Company agrees you retain all rights) of the Core Club Rewards Service.

This agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions (the rights to which you hereby waive), and also limits the remedies available to you in the event of a dispute.

By providing your email address you consent to receive communications from us electronically, such as e-mails, texts or notifications. You agree that any notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

No transactions processed through Core Club Rewards are tax deductible.

Company reserves the right to modify or discontinue the Core Club Rewards Service with or without notice to you. Company shall not be liable to you or any third party, should Company exercise its right to modify or discontinue the Core Club Rewards Service.

Company makes no warranty that access to Core Club Rewards Service will be available 100% of the time and will be error free.

You agree that Company may terminate your Core Club Rewards Service or suspend your access to all or part of the Core Club Rewards Service, without notice, including in the event Company determines, in its sole and absolute discretion, that you have violated any of these Terms. Further, you agree that Company shall not be liable to you or any third party for removing your access, suspending or terminating your access to the Core Club Rewards Service. You may discontinue your participation in and access to the Core Club Rewards Service at any time by completing a contact us form at [www.coreclubrewards.com](http://www.coreclubrewards.com).

You agree to indemnify, defend, and hold harmless Company and their officers, directors, employees, consultants, independent reps, and agents, and their respective heirs, beneficiaries, representatives, successors and assigns, and each of them, (collectively and separately the "Company Releasees") from and against any and all complaints, controversies, claims, actions, proceedings, injuries, losses, damages, liabilities, and expenses (including reasonable attorneys' fees and costs) that Company Releasees suffer or incur as a result of or arising from (a) any information (including, without limitation, your data or any other content) you (or anyone using your account) submits, posts, or transmits through Core Club Rewards Service, (b) your (or anyone using your account's) use of the Core Club Rewards Service, (c) your (or anyone using your account's) violation of any of these Terms, and (d) your (or anyone using

your account's) violation of any rights of any other person or entity to the fullest extent allowed by governing law.

Company may, in its sole and absolute discretion, change the Terms from time to time. Company will post notice of such changes on the site. If you object to any such changes, your sole recourse shall be to cease using the Core Club Rewards Service. Continued use of the Core Club Rewards Service following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

These Terms and the relationship between you and Company shall be governed by the laws of the State of Florida despite your actual place of residence. Any arbitration, mediation, charge and/or lawsuit or proceeding by and between us with respect to these Terms and your use of the Core Club Rewards Service shall be brought exclusively in the venue and in the courts of competent jurisdiction situated in Tampa, Hillsborough County, Florida and nowhere else. The section titles in these terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Core Club Rewards. These Terms constitute the entire and final statement of the agreement between you and Company with respect to the subject matter hereof and supersede any prior understandings, statements, negotiations and/or agreements between you and Company with respect to this subject matter.

OUR ADDRESS: American Fundraising Services, Inc., 5009 Tampa West Blvd., Tampa, FL 33634