

## Click2Volunteer.com / My-PTA.org Application for E-Commerce

Fax to (512) 345-4225 or Email to [accounting@my-pta.org](mailto:accounting@my-pta.org)

### Organization Setting up E-Commerce

Organization Name: \_\_\_\_\_

Organization Address : Street: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Organization Tax ID (federal): \_\_\_\_\_

URL of Web Site (e.g. myschool.my-pta.org): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ (This number will be used to contact you in case there's an issue with your account. We never share your number with telemarketers.)

### Reference

(This should be someone who can confirm your authority to receive funds on behalf of your organization. If, for example, you are a PTA officer, you could list the name of someone at your school who can confirm your status as a PTA officer.)

School / Organization Name: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### Financial Information (Please submit a voided check.)

Account Type (where you will receive funds):  Checking  Savings

Name on Account: \_\_\_\_\_

Bank Account #: \_\_\_\_\_ Sales Tax Rate for your location: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ Minimum \$ for Payment: \_\_\_\_\_

Payment Method:  Monthly Checks  Monthly Direct Deposit  Semi-Monthly Direct Deposit

For Office Use Only:	
District/School ID:	Activation Date:

# Click2Volunteer.com LLC

## E-Commerce Customer Agreement

PLEASE READ CAREFULLY – THIS IS A BINDING CONTRACT

This CH2V E-Commerce Customer Agreement (“Agreement”) is a binding agreement between Click2Volunteer.com LLC (“CH2V”) and you and, if applicable, the organization you represent (collectively, “You”).

If you are entering into this Agreement on behalf of an organization, you represent that you have the legal authority to bind that organization to this Agreement, in which case “You” shall mean such entity.

1. **Services** – CH2V shall enable E-Commerce capabilities (“E-Commerce Services”) on your CH2V provided web site (“Web Site”), which may be under domains such as ch2v.com, my-pta.org, my-ptd.org, my-ptsa.com.
2. **Authorization** – You hereby authorize CH2V to collect funds from visitors to your Web Site (“Customers”) for items and services that You wish to provide. The items and services collectively are your Sales (“Sales”).
3. **Fees** – You agree that CH2V will charge a convenience fee, in exchange for providing the E-Commerce Services. While this fee may change from time to time, with fifteen (15) days notice, at this time it is 2.1% plus \$.30 per transaction. For example, if a Customer wishes to pay \$7.00 dues, the actual charge will be \$7.00 + \$.30 + \$.15 = \$7.45. You will receive \$7.00, and CH2V will retain \$.45.
4. **Payment** – You will receive payment for Your Sales either monthly or semi-monthly, depending on Your specified payment preference. Payments will be made within 2 weeks of the end of the Sales period.
5. **Chargebacks and Refunds** – **If any Customer wishes to obtain a refund for your Sales, You will refund the Customer directly. Any chargebacks or refunds processed by CH2V will be deducted from your Sales. If You do not have sufficient Sales to cover the cost of such chargebacks or refunds, You agree to reimburse CH2V for those costs within 30 days of notice of the deficiency.**
6. **Taxes** – CH2V is acting as your agent in collecting funds from your Customers. You are responsible for any applicable taxes and/or fees required by any governmental institutions, and for determining the proper tax rate to be collected on your Sales. You agree that You will submit timely reports and remittances to the applicable governmental organizations, and CH2V will not be liable for such taxes and/or fees.
7. **E-Commerce Fee Summary** – There is no Setup or Monthly fee for a volunteer organization to use our E-Commerce. Additional fees are listed here:

Setup Fee .....	\$0
Monthly Fee .....	\$0
Credit Card Rate as of 9/15/14 .....	\$.30 per transaction + 2.1% of the transaction balance
Payment by Check, monthly .....	no charge
Payment by Direct Deposit up to 2x monthly .....	\$5 per payment
Special Request Disbursement.....	\$10 per payment
Check stop-payment .....	\$25
Charge-back .....	\$25

8. Term – This Agreement may be terminated at any time by either party upon fifteen (15) days notice. You may request that E-Commerce Services be removed from your Web Site. If You do not abide by the terms of this Agreement, CH2V will stop providing the E-Commerce Services. If there are no Sales on your site for 1 year, CH2V will remove the E-Commerce Services from your Web Site. Your final payment will be made on the regularly scheduled payment date. CH2V reserves the right at its sole discretion to modify, discontinue or terminate the E-Commerce Services.
9. Condition of Use of the E-Commerce Services – You will not use the E-Commerce Services in a manner that infringes on the rights of anyone else. You may not use the Service for any inappropriate or illegal purposes, including but not limited to spamming, discrimination, or illegal export of technology.
10. Downtime – You acknowledge that there may be times when the E-Commerce Services are unavailable, due either to planned maintenance or unanticipated outages, such as hardware failures, power outages, or internet interruptions. While CH2V will make every effort to avoid downtime, You agree that that CH2V will have no liability whatsoever for any damage, liabilities, losses or any other consequences that You may incur.
11. Intellectual Property – CH2V has developed proprietary technology to provide the E-Commerce Services. You do not acquire any ownership interest or rights in the E-Commerce Services, other than the limited use and access rights granted by this Agreement. You do reserve all right, title and interest to the content and data You post on your Web Site.
12. Indemnification – You agree to indemnify, defend and hold harmless CH2V, its affiliates, employees, officers, directors, and representatives from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses, arising out of or in connection with any claim arising out of your use of the E-Commerce Services in a manner not authorized by this Agreement and/or in violation of any applicable law.
13. Disputes – Any legal controversy or legal claim arising out of or relating to this Agreement, excluding legal action taken by CH2V relating to protection of our intellectual property, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Travis County, Texas, and judgment on the arbitration award may be entered into any court in Travis County, Texas, having jurisdiction thereof.
14. Governing Law – This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas and the federal laws of the United States.
15. Severability – If any part, term or provision of this Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected.
16. Notices – Notices made by CH2V under this Agreement for You or your account specifically or for general announcements or modifications will be provided to You via the email address provided in your registration for the E-Commerce Services, or in any updated email address You provide.

It is your responsibility to keep your email address current and You will be deemed to have received any email sent to any such address, upon our sending of the email, whether or not You actually receive the email.

Policies and Terms for use of CH2V E-Commerce are subject to change at any time with 30 days' notice. If you continue to use the E-Commerce Services following notice of modifications to the Terms of this Agreement, you acknowledge acceptance of the modifications.

For notices made by You to CH2V, You may use the following address:

Click2Volunteer.com LLC  
7000 N MoPac, Ste 425  
Austin, TX 78731

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Acceptance:

I hereby represent that I am a qualified agent of the below-named Organization and in that capacity hereby bind the Organization in adherence to the terms of this E-Commerce Agreement.

Name of Organization: \_\_\_\_\_

Accepted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position: Treasurer, President, etc.)

*Initial the bottom of each page. Fax to 512-345-4225 or Scan and send to [Accounting@my-pta.org](mailto:Accounting@my-pta.org).*