



AMERICAN RED CROSS
AGREEMENT FOR A CUSTOMER DONATION PROGRAM

These terms and conditions ("T&Cs") govern a program ("Program") by the entity ("Company") which has made an online request ("Application") to collect charitable donations ("Donations") from customers, clients, and/or members of the public for the benefit of American Red Cross ("Red Cross") as set forth in Schedule A hereto. By clicking "Accept and Submit," Company, through its authorized representative, acknowledges and agrees that it has reviewed these T&Cs. If approved and executed by the Red Cross, Company's Application, together with these T&Cs and schedules hereto will constitute a legally binding agreement between Company and Red Cross ("Agreement"). Red Cross will return the executed Agreement to Company authorized representative and the date of Red Cross' execution shall be the "Effective Date."

1. The Program. Company, voluntarily and without compensation or consideration, will conduct the Program in the geographic locations within the United States and its territories ("Territory") and during the dates, not to exceed six (6) months ("Program Period"), identified by Company in its Application. Company will pay all costs associated with the Program, including but not limited to remitting Donations to Red Cross and creating, printing, disseminating and publishing advertising and marketing materials to promote the Program to the public during the Term ("Program Materials"). Company agrees that all Program communications will be between the person it identifies as its representative within the Application ("Company Representative") and the Red Cross relationship manager assigned by Red Cross ("Red Cross Relationship Manager").

2. Term and Termination. This Agreement begins on the Effective Date and ends thirty (30) days after the last day of the Program Period ("Term"), unless Company or Red Cross terminates it sooner by giving the other party ten (10) days' written notice thereof.

3. Notices. All notices shall be in writing and effective when received. Notices to Company shall be sent to the Company Representative at the email address set forth in the Application. Notices to Red Cross shall be sent to the Red Cross Relationship Manager at the email address provided by Red Cross.

4. License Grant. Subject to Company's compliance with all terms of this Agreement, Red Cross grants Company the following licenses in association with the Program:

a. Trademark License. Red Cross grants Company a limited, non-exclusive, non-transferable and non-assignable license to use the name and logo as provided to Company by the Red Cross ("Red Cross Marks") in the Territory solely in the Program Materials for the purpose of promoting the Program to the public during the Program Period, provided that Company must obtain Red Cross' prior written approval of all Program Materials before any public dissemination or distribution. Company's use of the Red Cross Marks is subject to the following restrictions and limitations: (i) Company shall not use the Red Cross Marks on any Product or any Product packaging; (ii) Company shall not state or imply that its use of the Red Cross Marks indicates Red Cross's sponsorship or endorsement of Company or of Company's business, products or services; (iii) Company shall not use the Red Cross Marks in any manner that would reflect adversely upon the Red Cross or the Red Cross Marks, in the sole discretion of the Red Cross; (iv) Company shall not modify the Red Cross Marks in any way;

and (v) Company's use of the Red Cross Marks must be consistent with the Brand Standards guidelines available at www.redcross.org/brand, which may be updated from time to time.

b. Copyright License. Red Cross may provide Company with photo or video or other materials subject to copyright protection owned by Red Cross ("Red Cross Copyrighted Materials"). Red Cross grants Company a limited, non-exclusive, non-transferable and non-assignable license to reproduce, publicly display, publicly perform and distribute the Red Cross Copyrighted Materials in the Program Materials in the Territory consistent with the terms of this Agreement and all additional terms conveyed to Company by Red Cross. Red Cross Copyrighted Materials shall not be modified, archived, or used in a misleading manner or for any other purpose other than expressly licensed herein.

c. Link License. Red Cross grants Company a limited, nonexclusive, non-assignable, non-transferable license to use the Red Cross Marks on Company's website as a hypertext reference link ("Link") to the home page of the Red Cross website at www.redcross.org ("Red Cross Website") solely for purposes of providing a Link to the Red Cross Website in association with the Program. Licensee agrees it shall not (i) display or use the Link in a manner that causes the Red Cross Website or any portion of the content on the website to display within a frame, or otherwise incorporate the Red Cross Website's content into any third-party web site; (ii) alter, block or otherwise prevent display of any content on the Red Cross Website; and or (iii) Link to the Red Cross Website through any other website than Company's website without the prior written consent of Red Cross.

5. Program Materials. Company will provide proposed Program Materials for review and approval at least one (1) week in advance of release or publication. Company agrees that all Program Materials will accurately describe the Program in a transparent and non-misleading manner and include the required consumer disclosures provided to Company in Schedule B or by the Red Cross Relationship Manager. Further, if it intends to match a portion of the Donations, Company agrees to clearly disclose within the Program Materials any cap on the amount of its matching gift.

6. Company License. Company grants to Red Cross a limited non-exclusive, non-transferable and non-assignable license to use the Company name and logo given to Red Cross by the Company Representative ("Company IP") within the United States and its territories solely for the purpose of Red Cross acknowledgement of the Program and/or Donation(s), subject to the terms and conditions of this Agreement and provided that Red Cross must obtain Company's prior written approval thereof before dissemination or publication. Red Cross will provide any materials containing Company IP for review and approval at least one (1) week in advance of release or publication. Use of the Company IP shall be consistent with any usage guidelines as provided to the Red Cross Relationship Manager. The Company IP is and shall remain the property of Company and Red Cross' use of the Company IP shall inure solely to the benefit of Company. Red Cross shall not modify the Company IP in any way. The license granted hereunder expires automatically at the end of the Term or, if this Agreement is terminated before the Term ends, upon such early termination. Company reserves all rights not expressly granted herein.

7. Donation Receipts. No written receipts are required for Donations in amounts up to and including \$249.99. However, if Company will accept Donations in amounts of \$250 and more, Company shall issue a written Donation receipt which includes the statement:

"A donation of \$AMOUNT was made to the American Red Cross. No goods or services were provided by the American Red Cross in return for the donation."

Company agrees not to accept any Donations in amounts in amounts of \$250 or more if it cannot provide a

written Donation receipt containing the statement above.

8. **Remittance and Reporting.** Within thirty (30) days after the Program ends, Company will remit the Donations, including any matching donation, to Red Cross by wire transfer, as directed below, or check payable to the American Red Cross and sent to American Red Cross, P.O. Box 37864, Boone, IA 50037-0864. Payment should include a statement containing the name of the Program and any additional details as reasonably requested by the Red Cross Relationship Manager. For one (1) year after the Term ends, at a time and location as mutually agreed, Red Cross may review Company's Program records.

Wire Transfer Instructions	
Account Name:	American National Red Cross
Bank Name:	Wells Fargo Bank
Location:	420 Montgomery, San Francisco, CA 94104
ABA Number:	121000248 (For Fed Wire and ACH transfers)
Account Number:	4945704518
Reference:	

9. **Representations and Warranties.** Company represents, warrants and covenants that: (a) the individual who completed the Application and executed this Agreement on its behalf is duly authorized to bind the Company; (b) it is in compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws; (c) no child, indentured or forced labor or unauthorized workers will be used in any activity relating in any way to the Program; (d) it has assessed and will comply with regulatory obligations as may be required of it by states in which the Program is conducted; and (e) it has obtained and will maintain all necessary intellectual property rights, licenses and releases, including copyright, trademarks and publicity rights, in content it includes in the Program Materials.

10. **Indemnification.**

a. **Mutual Indemnification.** Each party will indemnify, defend and hold harmless the other party and its officers, directors, governors, trustees, employees, volunteers and agents ("**Indemnitees**") from and against any third-party claims and all resulting liabilities, losses, actions, demands, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees), and liabilities of every kind and character whatsoever (each, a "**Claim**"), arising out of or in connection with: (i) any negligent action or willful misconduct by the indemnifying party or any of its officers, directors, employees, or agents in connection herewith; and (ii) the inaccuracy or breach by the indemnifying party of any of the covenants, representations, and warranties made herein.

b. **Additional Company Indemnification.** Company will protect, defend, indemnify and hold harmless the Red Cross Indemnities from and against any third-party Claims, whether known or unknown, as a result of or in connection with any alleged infringement by Company and/or its agents, assigns, contractors, directors, employees, officers, subcontractors, successors or suppliers of any patent, trademark, copyright, or other intellectual property right or trade secret of a third party as it relates to the Program Materials.

c. **Procedures and Survival.** Each party will give the other prompt notice of any Claim. The indemnifying party has the right to control the defense of the Claim; the indemnified party may participate in the defense at its own expense. This Section 10 shall survive the expiration or termination of this Agreement.

11. Relationship of Parties. Company does not act as a professional fundraiser or provide any services to plan, manage, advise, consult or prepare materials for charitable solicitation. Nothing herein shall create any association, joint venture, partnership, or agency relationship between Company and Red Cross.

12. Miscellaneous. This Agreement: (a) constitutes the entire agreement and understanding between the parties with regard to its subject matter; (b) may not be amended, modified or any of its terms or conditions waived absent a writing signed by both parties; (c) will be governed by the internal laws of the District of Columbia, without regard to principles of conflicts of laws; (d) may not be assigned, subcontracted or in any way transferred, in whole or in part, without the prior written consent of the other party; and (e) contains provisions which are severable, and if any provision or portion thereof is determined by a court of competent jurisdiction to be unenforceable, the remaining portions shall remain in full effect.