

**Rebate A Cause Corporation**  
**Terms of Use Agreement (“TOU”) and**  
**End User Licensing Agreement (“EULA“)**

RebateACause.com Inc, and its subsidiaries and assigns (collectively “RaC”) represents the causes, universities, charities and other non-profit organizations (collectively, the “Causes”), not advertisers, sponsors, or individual users. A Cause that: A) applies a link in any form from any of the Cause’s Web Sites to any RaC web page, B) sends e-mails which include links to any RaC web page to any person, or; C) accepts funds produced through Internet Merchant Affiliate Payments from RaC, (A, B, and C are collectively the “Services”) becomes a client of RaC (the “Client”) and enters willingly into this Agreement. Members of the Client’s organization, users of the web site, or responders to an e-mail sent by the Client that links to the RaC Web Site (the “Users”) are considered individual users of the RaC Service, and must also enter willingly into this Agreement. We maintain the RaC Web site as a service to all Clients and the Users. By using this Web site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you have no right from RaC to obtain information from, or otherwise use, any Services.

1. Monies are earned by Members and are credited to Clients’ accounts, and then disbursed in the form of a check or bank note to the Client. Any taxes on these funds (if any) are the responsibility of the Client.
2. RaC uses a variety of online merchants that participate as a rebate-paying merchant in RaC Services (the “Merchants”). The Client understands that RaC uses its commercially reasonable efforts to present various online Merchants to the Client, and enables the Client to designate from which of these merchants the Client wishes to receive rebates from shopping by its Users.
3. Rebate amounts are specified on the RaC site on purchases from the Merchants by the Users, for later disbursement to the Client. A User understands that to generate a rebate on purchases, the User must start their shopping at the Client’s web site, at [www.RebateaCause.com](http://www.RebateaCause.com) or through a RaC Electronic Newsletter.
4. RaC is commissioned by the Client; the terms of the commission may change upon thirty days notice to the Client. This agreement lasts for 99 years, and is cancelable upon 1 business day’s notice by either party.
5. RaC will not disclose "personally identifiable" information regarding its members to any third party without the Client’s explicit permission, except as may be required by law or action of a court of competent jurisdiction. Our full Privacy Policy is available at <http://www.rebateacause.com/Privacy.asp>.

6. Notice to members may be made by posting information on the RaC Web site or via e-mail. Clients may give notice to RaC by e-mailing: [info@RebateaCause.com](mailto:info@RebateaCause.com) or contacting you Account Representative.
7. RaC reserves the right to refuse any Client, User, membership, advertiser, advertisements, or recipient organizations.
8. Member understands that the economic basis of RaC is delivering real transactions, and/or real persons making real transaction with Merchants. Any action by the Client or User that undermines this basis, or any Service, may disqualify the Client's earnings or rebates. Other activity that may disqualify the Client's earnings or rebates include: if the Client attempts (A) to use RaC through any means other than through participating sign-up pages, buttons, e-mail templates, and otherwise approved RaC links to the RaC Web Site; (B) to disrupt RaC or circumvent the terms and conditions of this Agreement; (C) to use automated means to create entries/registrations; (D) register on behalf of another person; (E) provide false or unverifiable information to RaC; or (F) sign up Users fictitiously, and (G) any other reason at the sole discretion of RaC. If any of the above or other attempts to defraud Merchants or RaC occur, RaC reserves the right to remedy any such action, disruption or circumvention in a manner, determined solely by RaC, that is fair and equitable to other members, advertisers, and nonprofits. RaC may not give notice in such an instance.
9. All information posted and received is subject to final audit.
10. Client may use the Services for purchases by Client, the Client's alleviates, subsidiaries, partners, contractors and other associates.
11. Client understands that RaC will use its best efforts to collect a rebate from the Merchants, and remit those monies, less RaC's fees, to the Client's account. Payment to the Client is contingent on receipt of payment from the Merchant.
12. Any RaC User must be at least 13 years old.
13. Tax Deductibility. RaC performs Services for its Clients, and is not qualified to offer tax advice on the deductibility of any donation made by the User. We do not believe that any revue generated from Users to Clients through the User's purchases at Merchant's Web Sites constitutes a charitable donation. For more information, consult the IRS in the United States to learn which donations are "deductible", as defined by the Internal Revenue Service under § 170.