

## **Mothership Addendum**

### **1. Mothership Services.**

1.1 MemberClicks will provide the Mothership Services to Client and its members in accordance with the Mothership Feature Summary Guide found at [http://www.memberclicks.com/support/guides/mc\\_features.pdf](http://www.memberclicks.com/support/guides/mc_features.pdf), and may be amended from time to time at the sole discretion of MemberClicks.

1.2 Client and its members will access the Mothership Services through their regular Internet service provider(s) (ISP). Client and its members may be required to provide a password and user identification to gain access to the Mothership Services. Each member accessing the Mothership Services will be required to agree to MemberClicks' Acceptable Use Policy, which can be found at in the Support Lounge area.

1.3 Client may place a link on its website to the web address as provided by MemberClicks for the sole purpose of using and allowing its members to use the Mothership Services. The provided link to access the Mothership service is the only link that the client should use. Risk of not being able to access the Mothership Services may result to the Client and its members if Client uses any link other than the link provided by MemberClicks. In addition, Client may place a frame on its website so that the Mothership Services web pages seen by Client's members appear to be a component of the Client website. Client is solely responsible for these links and frames, which may not violate the rights of any third parties.

1.4 The Mothership Services may allow a user to access or link to other sites on the Internet, including Client's web site(s). MemberClicks does not control the content, services, or areas of these other sites or sites that are linked from within the Mothership Services and Client acknowledges that MemberClicks is not responsible for the content of these sites. MemberClicks does not prescreen the information, graphics and other material and services posted on the site by Client and its members (collectively "Content"), and MemberClicks is not responsible for any Content that is inaccurate, unlawful, abusive, defamatory, libelous, fraudulent, tortuous, invasive, or offensive. Client acknowledges that the Content posted by Client and its members is subject to certain legal rights (including rights of privacy) of others and that MemberClicks is not responsible for the accuracy, completeness, timeliness or usefulness of the Content that is placed on or distributed through the Site. Client and its members must evaluate and bear the risk associated with any reliance on the accuracy, completeness, timeliness or usefulness of any Content.

1.5 Although MemberClicks will make commercially reasonable efforts to make the Mothership Services available to Client and its members, MemberClicks does not represent that services will never be suspended, relocated, terminated, or temporarily unavailable.

### **2. Fees.**

Client agrees to pay the fees associated with the Mothership Services as listed on the Mothership fee schedule found at , as amended from time to time at the sole discretion of MemberClicks.

### **3. Client's Representations and Warranties.**

Client warrants and represents that: a) it has the right to enter into this Addendum and to grant the rights granted in it; b) it owns or is the authorized user of any Content placed on the site by the Client and the posting of Client's Content on the Mothership Services will not violate any proprietary rights of a third party; and c) Client will only use the Mothership Services for lawful purposes and shall not under any circumstances do any of the following: i) upload or otherwise transmit on the Mothership Services any defamatory, harmful, obscene, threatening, vulgar, profane, or racially, ethnically or otherwise objectionable material; ii) upload or otherwise transmit files that knowingly contain a virus or otherwise corrupted data; iii) use Mothership Services to violate the legal rights (including the rights of privacy and publicity) the others; iv) download a file that Client and its members know or have reason to believe cannot be distributed legally over the Mothership Services; or v) use any application or other means to add/ change/ delete or attempt to add/change/delete Content in any Mothership Services' databases other than the application and utilities provided by the Mothership Services service.

### **4. Interpretation.**

This Addendum is only a part of the entire Agreement between Client and MemberClicks. The Agreement consists of the General Terms and Conditions, along with the General Billing Policies, the Order Form, and any applicable Addenda. Any term not otherwise defined in this Addendum shall have the meaning specified in the Agreement.

Need further Assistance?

Call us at 1.800.500.8381

or email: [support@memberclicks.com](mailto:support@memberclicks.com)

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