

Quick Forms Addendum

1. Quick Forms Services.

1.1 MemberClicks will provide the Quick Forms Services to Client and its members in accordance with the Quick Forms Feature Summary Guide found at http://www.memberclicks.com/support/guides/qf_features.pdf, as amended from time to time at the sole discretion of MemberClicks.

1.2 Client and its members will access the Quick Forms Services through their regular Internet service provider(s) (ISP). Client's administrators will be required to provide a password and user identification to gain access to administrator level of the Quick Forms Services.

1.3 Client may place a link on its website, which will be provided by MemberClicks for the sole purpose of using and allowing its members to use the Quick Forms 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 Quick Forms 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 Quick Forms 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 Quick Forms 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 Quick Forms Services available to Client and its members, MemberClicks does not represent that services will never be suspended, relocated, terminated, or temporarily unavailable.

1.6 In order to for Client to accept payments using any of the Quick Forms, Client must establish a Payment Gateway and a Merchant Account using one of the Payment Gateways and one of the Merchant Accounts supported by the Quick Forms Services. A "Payment Gateway" is an online service that connects Client's form to a credit card company in order to process payment. A "Merchant Account" is the bank account that collects payments received through Client's form. Client is solely responsible for establishing its Payment Gateway and Merchant Account, and MemberClicks will not be liable to Client for any acts or omissions by Client's Payment Gateway and Merchant Account vendor. Although MemberClicks may act as a reseller for any Payment Gateway or Merchant Account, those resale services are available to client only through the Payment Gateway Addendum.

2. Fees.

Client agrees to pay the fees associated with Quick Forms Services as listed on the Quick Forms 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 Client Content placed on the forms and the posting of Client's Content on the Quick Forms Services will not violate any proprietary rights of a third party; and c) Client will only use the Quick Forms Services for lawful purposes and shall not under any circumstances do any of the following: i) upload or otherwise transmit on the Quick Forms 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 Quick Forms Services to violate the legal rights (including the rights of privacy and publicity) of others; iv) download a file that Client and its members know or have reason to believe cannot be distributed legally over the Quick Forms Services; or v) use any application or other means to add/ change/ delete or attempt to add/change/delete Content in any Quick Forms Services' databases other than the application and utilities provided by the Quick Forms 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
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