Terms and Conditions Agreement



Hero Program, Inc. Effective Mar. 2024

These Conditions exclusively apply to all transactions between Charity Hero Fundraising (CHF), a subsidiary of Hero Program, Inc. (HPI), and any Account Representative (AR), Account Manager (AM), Account General Manager (GM), Account Executive (AE), Account Senior Executive (ASE), Corporate Officer, or anyone representing Charity Hero Fundraising (CHF) by Hero Program, Inc. (HPI) in any capacity TEAM MEMBER related to the persons listed herein. All orders and commissions are subject to approval by our home office and will not be processed until approval is granted.

Prices and Commissions:

All prices and commissions are subject to change with a 30-day notice to TEAM MEMBER via email. All goods will be invoiced at the price in effect at the time of order placement. If a price increases, TEAM MEMBER must adhere to the above pricing for all existing orders unless authorized by an officer of Hero Program, Inc. (HPI) and CHF. All new orders will be booked at the new pricing.

Controlling Terms and Conditions:

Notwithstanding the provisions of any other writing, including, but not limited to, TEAM MEMBER is considered an independent contractor and is not employed by Hero Program, Inc. The TEAM MEMBER will represent HPI and CHF at fundraising events, online, and in person, engaging in all activities in compliance with HPI policies and procedures using only approved HPI, and CHI materials, and documents. Any alterations to these Conditions must be made by mutual written agreement using approved HPI documents only and may only be altered in writing, signed by an authorized HPI, CHF representative.

Freight, Shipping, and Handling:

Regular published carrier rates will be charged on all shipments and added to the invoice for payment by the customer unless a sales program allowance applies.

Delivery, Title, Risk of Loss:

TEAM MEMBER is responsible for all equipment and materials when representing HPI, CHF in a professional and ethical manner. Shipments of all equipment and materials are subject to availability. HPI reserves the right to (i) schedule and/or reschedule any order at our discretion (unless otherwise specified by Buyer); and (ii) decline any order for credit reasons or any other reason at our sole discretion. Products in short supply are allocated equitably, at HPI's discretion, among its customers. All transportation, shipping, handling, insurance, or other charges shall be paid by the purchaser. Claims for shortages or deductions must be presented to HPI, CHF administration within thirty (30) days of shipment receipt, or no allowances will be made. All sales are subject to the Terms of Sale per policy and procedures.



Terms and Conditions Agreement

Hero Program, Inc. Effective Mar. 2024

Term and Termination:

This Agreement shall be in effect from the date of signing and shall continue until any party listed herein terminates the Agreement with written notice for any reason. If any party fails to abide by this Agreement, the Agreement is null and void immediately upon notification via email. Either party may terminate this Agreement for cause immediately upon notice to the breaching party. Notice of termination should be delivered in writing by certified or registered mail to the legal address of record for each party. Our policies and procedures provide specific legal rights. Other rights may exist, which may vary from state to state. HPI, CHI may amend this Agreement as well as any policy and procedure with 60 days' notice to all parties. In the event either party shall terminate this agreement, TEAM MEMBER shall be entitled to receive commissions on all orders that were placed by TEAM MEMBER prior to the notice of termination of this agreement.

Limited Liability:

The TEAM MEMBER is responsible for all reasonable expenses as an Independent Contractor. TEAM MEMBER is responsible for filing all taxes on commission income required by the IRS and/or state or local governing agencies. Upon termination by either party, neither party shall be liable to the other. TEAM MEMBER agrees to indemnify and hold The Company, its affiliates, and its respective officers, directors, agents, and employees harmless from all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts by TEAM MEMBER. The Company, its affiliates, and its respective officers, directors, agents, and employees shall indemnify and hold TEAM MEMBER harmless for all claims, liability loss, costs, expenses, damages, or lawsuits (including reasonable attorneys' fees) whatsoever caused by reason of any of its products (whether or not defective); for infringement of any patent rights that may result from the sale or distribution of their products by the TEAM MEMBER; and shall be solely responsible for the design, development, supply, production, and performance of its products and the protection of its trademarks. This provision shall survive the duration of this Agreement. All the Company's trademarks, marketing materials, literature, and sales aids of every kind shall remain the property of HPI, CHF. Within 10 days of Agreement termination, TEAM MEMBER shall return all agreed-upon items not purchased by the ASE, AE, GM, AM, or AR to the company at TEAM MEMBER's expense. TEAM MEMBER shall cease to represent HPI, CHF and/or use all trademarks and materials of Hero Program, Inc.

Governing Law:

All transactions hereunder are governed by the laws of the State of Delaware without regard to the principles of conflicts of law.

Please review these suggestions, and if you have any specific questions or further revisions, feel free to ask. It's also a good practice to have a legal professional review the document for any specific legal requirements or considerations in your jurisdiction.



Non-Disclosure / Non-Compete Agreement

Hero Program, Inc. Effective Mar. 2024

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into effective as of the date of submission of the Company Agreement via JotForm, by and between Hero Program, Inc., a corporation organized and existing under the laws of Delaware, United States, with its principal place of business is remote locations ("Disclosing Party"), and , Independent Contractor [an individual], ("Receiving Party").

1. Purpose

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the development and marketing of fundraising solutions and related business activities, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

2. Proprietary Information

Proprietary Information means any information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances, or other business information disclosed directly or indirectly in writing, orally, digital media or by drawings or observation. Proprietary Information does not include information that: (i) is known to the Receiving Party at the time of disclosure as evidenced by written records of the Receiving Party; (ii) has become publicly known and made generally available through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure; (iv) has been independently developed by the Receiving Party without use of or reference to the Disclosing Party's Proprietary Information; or (v) has been approved for release by written authorization of the Disclosing Party.

3. Non-Disclosure and Non-Use Obligations

The Receiving Party agrees to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information. The Receiving Party agrees not to, without prior written approval of the Disclosing Party, use for the Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Proprietary Information. The Receiving Party agrees to limit access to Proprietary Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.



Non-Disclosure / Non-Compete Agreement

Hero Program, Inc. Effective Mar. 2024

4. Term

This Agreement shall commence upon the Effective Date and shall continue in effect for the period that Receiving Party is contracted with Disclosing Party AND a period of (1) year after the termination of Receiving Party contract with Disclosing Party, unless earlier terminated by either party upon [specify period, e.g., thirty (30) days' written notice to the other party.

5. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Delaware, United States, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement sets forth the entire understanding and agreement between the parties as to the subject matter hereof and supersedes all prior discussions and agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Non-Compete Agreement

This Non-Compete Agreement ("Agreement") is entered into on the date of submission of the Company Agreement via JotForm, by and between Hero Program, Inc., a corporation incorporated under the laws of Delaware, United States, with its principal place of business located is remote locations ("Company"), and the Independent Contractor named in the Company Agreement ("Independent Contractor").

WHEREAS, the Company is engaged in the business of fundraising at golf courses, marketing and selling Krank Golf products, marketing, selling and/or incentivizing clients, customers and/or charitable recipients, the Hero Program Savings Pass through the company, "Access", and

WHEREAS, the Independent Contractor agrees to be bound by the terms and conditions of this Agreement as a condition of their contract labor with, or their provision of services to, the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Non-Disclosure / Non-Compete Agreement

Hero Program, Inc. Effective Mar. 2024

1. **Non-Compete Covenant**: The Independent Contractor agrees that during the term of their contractual relationship with the Company, and for a period of one year after the termination of such relationship, regardless of the cause of termination, the Independent Contractor will not, without the prior written consent of the Company, directly or indirectly, engage in, be employed by, manage, operate, control, or participate in the ownership, management, operation, or control of, or consult with, any business entity that competes with the Company within the United States.

Confidentiality: This Agreement is in addition to, and not in lieu of, any other obligations regarding confidentiality that the Independent Contractor may have towards the Company.

Legal and Equitable Remedies: The Independent Contractor acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Company and that any violation of these restrictions will result in irreparable injury to the Company. The Company shall have the right to seek, in addition to any other rights and remedies it may have, injunctive relief to restrain any breach or threatened breach of this Agreement.

Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of Delaware, United States, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the United States, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

Amendment and Waiver: No amendment to or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Non-Compete Agreement as of the date of submission of the Company Agreement via JotForm.

These Conditions exclusively apply to all transactions between Elite Fundraising Solutions, Inc. (EFS) and any Field Representative (FR), Assistant Territory Manager (ATM), Territory Manager (TM), Regional Vice President (RVP), Corporate Officer, or anyone representing Elite Fundraising Solutions, Inc. (EFS) by in any capacity (TEAM MEMBER) related to persons listed herein. All orders and commissions are subject to approval by our home office and will not be processed until approval is granted.

Prices and Commissions:

All prices and commissions are subject to change with a 30-day notice to TEAM MEMBER via email. All goods will be invoiced at the price in effect at the time of order placement. If a price increases, TEAM MEMBER must adhere to the above pricing for all existing orders unless authorized by an officer of Elite Fundraising Solutions, Inc. (EFS). All new orders will be booked at the new pricing.

Controlling Terms and Conditions:

Notwithstanding the provisions of any other writing, including, but not limited to, TEAM MEMBER is considered an independent contractor and is not employed by EFS. The TEAM MEMBER will represent EFS at fundraising events, online, and in person, engaging in all activities in compliance with EFS policies and procedures using only approved EFS materials, and documents. Any alterations to these Conditions must be made by mutual written agreement using approved EFS documents only and may only be altered in writing, signed by an authorized EFS representative.

Freight, Shipping, and Handling:

Regular published carrier rates will be charged on all shipments and added to the invoice for payment by the customer unless a sales program allowance applies.

Delivery, Title, Risk of Loss:

TEAM MEMBER is responsible for all equipment and materials when representing EFS in a professional and ethical manner. Shipments of all equipment and materials are subject to availability. EFS reserves the right to (i) schedule and/or reschedule any order at our discretion (unless otherwise specified by Buyer); and (ii) decline any order for credit reasons or any other reason at our sole discretion. Products in short supply are allocated equitably, at EFS' discretion, among its customers. All transportation, shipping, handling, insurance, or other charges shall be paid by the purchaser. Claims for shortages or deductions must be presented to EFS administration within thirty (30) days of shipment receipt, or no allowances will be made. All sales are subject to the Terms of Sale per policy and procedures.

Term and Termination:

This Agreement shall be in effect from the date of signing and shall continue until any party listed herein terminates the Agreement with written notice for any reason. If any party fails to abide by this Agreement, the Agreement is null and void immediately upon notification via email. Either party may terminate this Agreement for cause immediately upon notice to the breaching party. Notice of termination should be delivered in writing by certified or registered mail to the legal address of record for each party. Our policies and procedures provide specific legal rights. Other rights may exist, which may vary from state to state. EFS may amend this Agreement as well as any policy and procedure with 60 days' notice to all parties. In the event either party shall terminate this agreement, TEAM MEMBER shall be entitled to receive commissions on all orders that were placed by TEAM MEMBER prior to the notice of termination of this agreement.

Limited Liability:

The TEAM MEMBER is responsible for all reasonable expenses as an Independent Contractor. TEAM MEMBER is responsible for filing all taxes on commission income required by the IRS and/or state or local governing agencies. Upon termination by either party, neither party shall be liable to the other. TEAM MEMBER agrees to indemnify and hold The Company, its affiliates, and its respective officers, directors, agents, and employees harmless from all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts by TEAM MEMBER. The Company, its affiliates, and its respective officers, directors, agents, and employees shall indemnify and hold TEAM MEMBER harmless for all claims, liability loss, costs, expenses, damages, or lawsuits (including reasonable attorneys' fees) whatsoever caused by reason of any of its products (whether or not defective); for infringement of any patent rights that may result from the sale or distribution of their products by the TEAM MEMBER; and shall be solely responsible for the design, development, supply, production, and performance of its products and the protection of its trademarks. This provision shall survive the duration of this Agreement. All the Company's trademarks, marketing materials, literature, and sales aids of every kind shall remain the property of EFS Within 10 days of Agreement termination, TEAM MEMBER shall return all agreed-upon items not purchased by the FR, ATM, TM, or RVP to the company at TEAM MEMBER's expense. TEAM MEMBER shall cease to represent EFS and/or use all trademarks and materials of EFS.

Governing Law:

All transactions hereunder are governed by the laws of the State of Delaware without regard to the principles of conflicts of law.

Please review these suggestions, and if you have any specific questions or further revisions, feel free to ask. It's also a good practice to have a legal professional review the document for any specific legal requirements or considerations in your jurisdiction.

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into effective as of the date of submission of the Company Agreement via JotForm, by and between Elite Fundraising Solutions, Inc., a corporation organized and existing under the laws of Delaware, United States, with its principal place of business is remote locations ("Disclosing Party"), and , Independent Contractor [an individual], ("Receiving Party").

1. Purpose

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the development and marketing of fundraising solutions and related business activities, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

2. Proprietary Information

Proprietary Information means any information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances, or other business information disclosed directly or indirectly in writing, orally, digital media or by drawings or observation. Proprietary Information does not include information that: (i) is known to the Receiving Party at the time of disclosure as evidenced by written records of the Receiving Party; (ii) has become publicly known and made generally available through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure; (iv) has been independently developed by the Receiving Party without use of or reference to the Disclosing Party's Proprietary Information; or (v) has been approved for release by written authorization of the Disclosing Party.

3. Non-Disclosure and Non-Use Obligations

The Receiving Party agrees to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information. The Receiving Party agrees not to, without prior written approval of the Disclosing Party, use for the Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Proprietary Information. The Receiving Party agrees to limit access to Proprietary Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

4. Term

This Agreement shall commence upon the Effective Date and shall continue in effect for the period that Receiving Party is contracted with Disclosing Party AND a period of (1) year after the termination of Receiving Party contract with Disclosing Party, unless earlier terminated by either party upon [specify period, e.g., thirty (30) days' written notice to the other party.

5. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Delaware, United States, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement sets forth the entire understanding and agreement between the parties as to the subject matter hereof and supersedes all prior discussions and agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Non-Compete Agreement

This Non-Compete Agreement ("Agreement") is entered into on the date of submission of the Company Agreement via JotForm, by and between Elite Fundraising Solutions Inc., a corporation incorporated under the laws of Delaware, United States, with its principal place of business located is remote locations ("Company"), and the Independent Contractor named in the Company Agreement ("Independent Contractor").

WHEREAS, the Company is engaged in the business of fundraising at golf courses, marketing and selling Krank Golf products, marketing, selling and/or incentivizing clients, customers and/or charitable recipients, the Hero Program Savings Pass through the company, "Access", and

WHEREAS, the Independent Contractor agrees to be bound by the terms and conditions of this Agreement as a condition of their contract labor with, or their provision of services to, the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Non-Compete Covenant**: The Independent Contractor agrees that during the term of their contractual relationship with the Company, and for a period of one year after the termination of such relationship, regardless of the cause of termination, the Independent Contractor will not, without the prior written consent of the Company, directly or indirectly, engage in, be employed by, manage, operate, control, or participate in the ownership, management, operation, or control of, or consult with, any business entity that competes with the Company within the United States.

Confidentiality: This Agreement is in addition to, and not in lieu of, any other obligations regarding confidentiality that the Independent Contractor may have towards the Company.

Legal and Equitable Remedies: The Independent Contractor acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Company and that any violation of these restrictions will result in irreparable injury to the Company. The Company shall have the right to seek, in addition to any other rights and remedies it may have, injunctive relief to restrain any breach or threatened breach of this Agreement.

Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of Delaware, United States, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the United States, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

Amendment and Waiver: No amendment to or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Non-Compete Agreement as of the date of submission of the Company Agreement via JotForm.

Access Development will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Disclosure for Law EnforcementUnder certain circumstances, Access Development may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

Legal Requirements

Access Development may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Access Development
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

"Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Access Development aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data, we hold about you and if you want it to be removed from our systems, please contact us.



In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you. The right of rectification.

You have the right to have your information rectified if that information is inaccurate or incomplete. The right to object.

You have the right to object to our processing of your Personal Data.

The right of restriction.

You have the right to request that we restrict the processing of your personal information.

The right to data portability.

You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent.

You also have the right to withdraw your consent at any time where Access Development relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests. You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service. Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.



You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy

Terms web page:

http://www.google.com/intl/en/policies/privacy/

Heap Analytics

Heap Analytics is an analytics service offered by Heap that tracks and reports website traffic. Heap uses the data collected to track and monitor the use of our Service. For more information on the privacy practices of Heap, please visit the Heap Privacy web page:

https://heapanalytics.com/privacy

https://heapanalytics.com/terms

Payments

We may provide paid products and/or services within the Service. In that case, we use third - party services for payment processing (e.g. payment processors)

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Stripe

Their Privacy Policy can be viewed at https://stripe.com/us/privacy

Braintree

Their Privacy Policy can be viewed at https://www.paypal.com/webapps/mpp/ua/privacy-full https://www.braintreepayments.com/legal/braintree-privacy-policy-us

Authorize.net

Their Privacy Policy can be viewed at https://www.authorize.net/company/privacy



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc. Effective March 2024

Square

Their Privacy Policy can be viewed at

https://squareup.com/legal/privacy-no-account

Links to Other SitesOur Service may contain links to other sites that are not operated by us. If you click on a third- party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Children's Privacy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: admin@elitefundraisingsolutions.com
- By visiting this page on our website: https://www.elitefundraisingsolutions.com/contact
- By phone number: 951-348-5700
- By mail: 23905 Clinton Keith Rd #114-348, Wildomar, CA, 92595

By using this website, you agree to the following terms and conditions:

These Terms & Conditions, Privacy Statement, and Disclaimer Notice are governed by the following terms: The terms "donor," "you," and "your" refer to you, the individual who is accessing this website and agreeing to the Company's terms and conditions. Our Company, Hero Program, Inc., is referred to as "The Company," "Company" "We," and "Us." "Party," "Parties," or "Us" refers to both the Donor and the Company, or to one of them. All phrases apply to the offer, acceptance, and payment of a contribution to the specified party.

Privacy Statement

We voluntarily collect personally identifying information. We don't ask you for more information than is legitimately necessary to participate in an activity on our sites, and payment card numbers are encrypted through our secure processor. We collect personally identifiable information primarily to provide e-mail updates and news, to enter campaigns and notify future winners, to distribute brochures and other materials to subscribers by conventional mail, and to reply to your queries or recommendations. We may share non-identifiable aggregate information about our users with advertisers, business partners, sponsors, and other third parties in order to tailor or improve the content and advertising on our sites for our users.

Confidentiality

Donor records are regarded as confidential and therefore will not be divulged to any third party, unless legally required to do so to the appropriate authorities.

Disclaimer of Warranty

The information on this website is provided "as is" with no express or implied guarantee of any kind, including but not limited to implied warranties of merchantability, fitness for a specific purpose, or non-infringement.

The information, content, graphics, links, and other items contained in these publications are also not guaranteed to be accurate or complete. You should be aware, in particular, that this material may be partial, include errors, or be out-of-date. Hero Program, Inc., nor any of its affiliates will be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, lost revenues or lost profits, resulting from the use of these materials.

The Company maintains the right to make changes to these materials or the goods referenced in them at any time and without notice, but does not guarantee that the information contained therein will be updated.

Payment

All major credit/debit cards are accepted as payment options. The company will provide the Donor an email receipt for the donation. This email will also include a link to the discount savings website. The amount of your donation is paid to the specified charity, less credit card processing fees.

Cancellation/Refund Policy

Company must receive a notice of cancellation within three days of the donation date. Email notification will be accepted. To request a donation cancellation, go to the donation website's Contact Us page. Please also adhere to your credit card company's cancellation policy.

Availability

The services listed on this website are exclusively available in the United States, unless otherwise specified. You are solely responsible for determining the suitability of any downloads, applications, or content available through this site for a specific purpose. Without the Company's express written approval, redistribution or republication of any part of this site or its content is forbidden, including via framing or any similar or other means.

The Company does not guarantee that the service provided by this site will be uninterrupted, timely, or error-free, despite its best efforts. By using this service, you agree to hold this Company, its employees, agents, and affiliates harmless from any loss or damage, however caused.

Links from this website Neither Company nor any of its affiliates assume any responsibility for any other websites connected to this website, or any information provided therein, none of which has been vetted or endorsed by either Company or any of its affiliates. We are not responsible for the privacy practices or content of these websites. This Company will not be held liable for any loss or damage, however caused, resulting from your disclosure of personal information to third parties.

Copyright Notice

All language connected to the Company's services, as well as the whole content of this website, is protected by copyright and other intellectual property rights.

Force Majeure

Acts of God, terrorism, war, political insurgency, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, or any other natural or man-made eventuality beyond our control that causes the termination of an agreement or contract entailed by this Agreement shall not be liable to the other party. Any Party affected by such an incident must notify the other Party and use all reasonable efforts to comply with the terms and conditions of any Agreement hereof.

Waiver

Failure of either Party to insist on strict performance of any provision of this or any Agreement, or failure of either Party to exercise any right or remedy to which it, he, or they are entitled hereunder, shall not be construed as a waiver of such provision or right or remedy, and shall not result in a diminution of the obligations under this or any Agreement. No waiver of any provision of this or any Agreement will be effective unless it is stated explicitly and signed by both parties.

General

These terms and conditions are governed by Utah law. By using this website, you agree to these terms and conditions, as well as the exclusive jurisdiction of Utah courts in all disputes arising out of such use. If any of these terms are found to be invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set forth above), the invalid or unenforceable provision will be severed from the other terms, and the remaining provisions will remain in effect.

The Company's failure to enforce any of the provisions set forth in these Terms and Conditions and any Agreement, or to exercise any option to terminate, shall not be construed as a waiver of such provisions, and shall have no bearing on the validity of these Terms and Conditions or any Agreement, or the right to enforce each and every provision thereafter. Except in writing and signed by officially authorized representatives of the Company, these Terms and Conditions may not be altered, modified, varied, or supplemented.

Notification of Changes

The Company has the right to amend these terms at any time as it sees fit, and your continuing use of the site signifies your acceptance of any such changes. If we make any changes to our privacy policy, we will post a notice on our home page and other important pages on our site 30 days before the changes take effect.

Effective Date: September 2016