



The following contract is for Race Directors or Club Officers. Runners registering for races should look at our Privacy Policy and any terms the Race Director sets in the Waiver Forms for the race you are entering.

RunSignUp Contract

This Agreement is entered into between Bickel Advisory Services, LLC a New Jersey limited liability corporation doing business as RunSignUp, ("RunSignUp" or "we" or "us") at 300 Mill Street, Suite 200, Moorestown, NJ 08057, and

_____ and its sponsoring organization ("you" or "your").

RunSignUp agrees to provide you Race registration services for your Race or membership services for your running club, subject to the following terms and conditions:

1. Services. We will provide you with online registration, results and membership services (the "Services") in connection with your Race or club, through our website located at <http://www.RunSignUp.com> (the "Website").
2. License to Intellectual Property/Promotion.
 - a. RunSignUp shall retain all right, title and interest in and to its software, trademarks, service marks, logo and trade names worldwide ("Intellectual Property") subject to a limited, non-exclusive, non transferable license to you to use only the online registration, results and membership services, necessary to receive the benefit from this Agreement.
 - b. You hereby grant to RunSignUp a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization and Race, including your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services and the promotion of your Race or Club.
3. Information Security. We will collect information, including names, addresses, and other information required by you, from individuals registering for your Races and Clubs through the Website. We will also collect information from you including names, addresses, tax identification numbers and other information necessary for us to satisfy various regulatory, credit card network, underwriting and know your customer requirements in order to collect payments on your behalf. Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall indemnify and hold harmless RunSignUp for any claims arising from unauthorized or illegal use or dissemination of such information. All information collected by RunSignUp shall be jointly owned by you with RunSignUp having rights to use the data for the benefit of your race or club only. Note: We do not

store any user credit card information on our servers, but pass that directly to our secure payment gateway.

4. Privacy. Each party shall comply with all applicable laws, regulations and guidelines (including each party's privacy policy) governing online privacy in fulfilling its obligations hereunder and in collecting and using personal information about users of the Website. Please see our Privacy Policy for further details.

5. Fees. Each online registrant will pay the registration fee charged by you plus a service charge (the "Service Charge") which is currently \$0 for \$0 transactions, \$2.00 for total transaction fees of \$10.00 and under, \$2.50 for total transaction fees less than \$30.00, \$3.00 for total transaction fees between \$30.01 and \$50.00, 6% of the total transaction fees above \$50.00 per participant, 5% for total transaction fees over \$250 and 4% for total transaction fees over \$1,000. The Service Charge may be changed from time to time at the discretion of RunSignUp but will always be clearly disclosed on our website to you and to your registrants. We will be responsible for collecting all registration fees and Service Charges.

6. Payments. We offer two alternatives to payments – Manual and Direct. Manual is our old processing mechanism and we encourage all customers to move to Direct as we may at some time not support Manual Payments in the future at our discretion. Manual continues to be the payment method that we would use for any race that indicates "Set Up Later" in the race payment instructions screen and for which you also select "Begin taking transactions (Deferred Setup)". You may change from Manual to Direct at any time unless you have selected Deferred Setup for payment instructions.

a. Manual Payments. **(Not Deferred Setup)** We process checks or make direct deposits each Monday to any races or clubs with fees of over \$200 owed. If the total is less than \$200, we will send a check for fees collected on the Monday after your race. All transaction fees, except for Service Charges, are your exclusive property.

Manual Payments **(Deferred Setup)** We will process up to \$3,000 in transactions for your account prior to receiving the information necessary to complete underwriting and approve your payment account. We will not pay out these funds to you if we have not received the information necessary to approve your payment account within 1 week of accepting any transactions on your behalf and we may refund payments to any consumers who have paid to register for your race or Club. Once your account is approved we will write you one check for any funds collected on your behalf and then move your account to the payment method you have set up with us. Any refunds, other than those necessitated by not receiving the information under Deferred Setup to approve your account, shall be exclusively and directly handled by you. RunSignUp has a service that helps you process refunds, but these come out of your reserve funds and will not be processed if the reserve funds do not meet the refund requests. RunSignUp reserves the right to hold back incremental funds at any time in the future if the merchant bank holds back credit card payments under this method. RunSignUp also has the right to replace this service with the Direct Payments service in 6.b. particularly if

the credit card companies no longer permit RunSignUp from being a payment service provider and only permits the direct payment method in 6.b.

b. Direct Payments. We allow you to make direct deposits from the credit card payment gateway to your account on a Daily, Weekly or Monthly basis. Payments will be made on this basis unless there is a Refund Reserve set up to enable RunSignUp to handle refunds for you. The refund reserve will be paid to you via check or direct deposit after the conclusion of your race. All transaction fees, except for Service Charges, are your exclusive property. Any refunds shall be exclusively and directly handled by you. RunSignUp has a service that helps you process refunds, but these come out of your reserve funds and will not be processed if the reserve funds do not meet the refund requests.

1. RunSignUp uses Braintree Payment Solutions LLC (Braintree) for payment processing for existing accounts. In order for you to use Braintree's payment processing services, you must enter into the Merchant Services Agreement (MSA) with Braintree and its sponsoring bank. The MSA is available here (<https://www.braintreepayments.com/agreements/merchant>) . By accepting this Agreement, you agree: (a) that you have downloaded or printed the MSA, and (b) that you have reviewed and agree to the MSA. Please note that RunSignUp is not a party to the MSA and that you, Braintree and Braintree's sponsoring bank are the three parties to the MSA and that RunSignUp has no obligations or liability to you under the MSA. If you have questions regarding the MSA, please contact Braintree at 877-434-2894.

2. RunSignUp uses Vantiv for payment processing for new accounts, and for existing accounts that move to this new payment mechanism. In order for you to use Vantiv's payment processing services you must be approved as a sub-merchant by RunSignUp and Vantiv which among other things requires you to provide the information necessary to pass OFAC and MATCH requirements as well as our internal know your customer underwriting requirements that correspond to the amount of payments that we process on your behalf. You also agree to the Vantiv Sub-Merchant contract - (<https://runsignup.com/VantivContract>).

c. RunSignUp reserves the right to withhold payments from a race if there are complaints from registrants or repeated chargebacks.

7. Third Party Beneficiary: In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party Race or organization ("Third Party Beneficiary"), you agree as follows: (i) we may send registration fees collected by us directly to the Third Party Beneficiary or If we send registration fees directly to you, you warrant that the third-party Race or organization has appointed you as an agent to collect funds and to act on their behalf and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Third Party Beneficiary that relate to or arise from your negligence or wrongdoing.

8. Disclaimer of Warranty/Limitation of Liability. RunSignUp expressly disclaims any warranty that the use of its Intellectual Property or the Services will be uninterrupted or error free or that the specifications will meet your requirements. The Intellectual Property and Services are provided to you on an "AS-IS" basis without warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. RunSignUp shall not be liable for indirect, incidental, consequential, or lost profit damages. RunSignUp's total liability under this Agreement is limited to the amount of registration fees retained and not distributed to you and Service Charges collected and retained hereunder.

9. Term and Termination. The term of this Agreement shall be for one (1) year from your Race Open Registration Date. You agree not to terminate the Services or in any way prevent RunSignUp from providing you the Services during the term of this Agreement. RunSignUp may deactivate your race if you receive complaints from registrants and the issues are not resolved within 10 days. This Agreement does not prevent you from using other Registration Services or cutting off registration on RunSignUp.

10. Representations and Warranties. Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

11. Indemnification. Each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any claim, demand, cause of action, debt or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including reasonable attorneys' fees), to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation. You shall indemnify and hold harmless RunSignUp against any claim or cause of action to the extent that it is based on injury to a participant in any of your Races.

12. I hereby certify that I am the agent/representative of the company/organization that owns and has all proprietary rights to the Races or running club and that I have the authority and power to bind said company/organization to this agreement by executing this agreement.