

Fundraiser Program Terms

These terms govern participation in the My Alert Band fundraising program and include the Renewal Commission Policy for Dealers Partners and Fundraisers.

Read before signing. An organization may not advertise, take orders, or represent itself as an approved My Alert Band fundraiser until MAB approves the application and confirms the assigned program and organization code. These terms are a business draft and should be reviewed by qualified Florida counsel before long-term use.

1 Parties and Approval

These Fundraiser Program Terms are between My Alert Band, referred to as MAB, and the approved organization identified in the signature section. The organization confirms that its signer is authorized to apply and bind the organization.

MAB may approve, reject, suspend, or terminate an application or account. Participation is nonexclusive and does not create a franchise, employment relationship, agency, joint venture, partnership, MLM, network-marketing structure, or authority to bind MAB.

2 Available Programs

After approval, the organization may participate in one or both programs only as authorized by MAB.

- **Samples plus Direct Shipping.** The organization purchases two samples of every available style, size, and variation. Safety ID samples are \$45 each and pet tag samples are \$22.50 each. Demonstration samples may be sold and replaced as needed. The organization collects the customer payment and applicable sales tax, submits one paid order at a time using its assigned code, and pays MAB \$45 per safety ID or \$22.50 per pet tag when the order is submitted. MAB ships to the customer.
- **100-piece Prepaid Inventory.** The organization purchases 100 pieces in advance. It may choose 100% safety IDs, 100% pet tags, or a 75% safety ID and 25% pet tag mix. Safety IDs cost \$30 each and pet tags cost \$15 each. Subject to availability, the organization may choose exact styles, sizes, colors, and variations or request a MAB-selected assortment.

3 Customer Prices and Included Service

The mandatory minimum advertised and customer selling price is \$60 per safety ID and \$29.99 per pet tag unless MAB approves a different written promotion. A direct-shipped sale produces a gross fundraising amount of \$15 per safety ID or \$7.49 per pet tag. A prepaid bulk sale at the stated customer price produces a gross amount of \$30 per safety ID or \$14.99 per pet tag. These figures are before card fees, taxes, booth fees, returns, discounts, labor, and other expenses.

An initial safety ID purchase includes three years of connected profile service. An initial pet tag purchase includes five years. Renewal prices and renewal commissions are separate from the initial product purchase. Results and fundraising amounts are not guaranteed.

4 Activity Requirements

The Samples plus Direct Shipping program requires at least 15 qualifying sales per month. A prepaid bulk organization must sell at least 50% of each order during each three-month period. It should reorder after 80% of the order has sold so an additional approximately 100 pieces can be obtained when most inventory is gone.

MAB may review sales activity, compliance, customer complaints, code usage, and inventory progress. Failure to meet the applicable requirement may result in coaching, suspension, a requirement to reapply, or termination.

5 Orders Shipping and Activation

For direct-shipped orders, payment to MAB is due with each order. MAB does not extend monthly invoicing as the default. Free shipping applies to the contiguous 48 United States. Other destinations and expedited requests may have additional charges. MAB generally ships in three to five business days, subject to product availability, customization, order accuracy, and carrier conditions.

Shipment and tracking information may be sent to both the customer and organization. Every sale must include the assigned organization code and the correct device or QR identifier so the customer can receive welcome and activation instructions and the original sale can be credited. The ordering process must not collect private health information. The customer activates separately and chooses what information to place in the connected profile.

6 Taxes Cancellations Refunds and Product Problems

The organization is responsible for determining, collecting, reporting, and paying sales and other taxes that apply to its activity. It also handles customer cancellations and refunds unless MAB accepts the responsibility in writing for a particular order.

MAB will replace a verified item that arrives damaged or is defective. The organization must promptly provide the order information and reasonable evidence requested by MAB. Prepaid bulk orders are otherwise nonreturnable. Ordinary wear, loss, misuse, unauthorized modification, or incorrect customer information is not a manufacturing defect.

7 Advertising Claims and Brand Protection

The organization must follow the mandatory minimum advertised prices, use current MAB-approved materials, and make only approved product and service claims. The organization may not describe a MAB product as a medical device, GPS tracker, emergency response service, substitute for professional care, guarantee of treatment, or guarantee of assistance.

The organization may not alter trademarks, create deceptive comparisons, promise earnings, imply exclusivity, or use unlawful, deceptive, discriminatory, politically partisan, or brand-harming content or conduct. It must stop using MAB materials and representations immediately when approval ends.

8 Renewal Commission Policy for Dealers Partners and Fundraisers

An eligible original seller or organization may earn 10% of qualifying renewal revenue from safety IDs and pet tags sold under its assigned code. This policy applies to approved Dealers, Partners, and Fundraisers.

Qualifying renewal revenue means the renewal amount MAB actually collects after excluding taxes, refunds, chargebacks, discounts, shipping, and processing fees. The original sale must have been properly registered with the assigned seller or organization code when first sold. Retroactive claims, code substitutions, and undocumented transfers are not permitted.

At each renewal date, the original seller or organization must be approved, compliant, and have at least 15 qualifying sales during the preceding 90 days. If it is inactive at that renewal, that commission is permanently forfeited. Eligibility is tested separately at each future renewal and may continue indefinitely while the account remains eligible.

Eligible commissions are combined by calendar month and paid by the 15th of the following month after the unpaid balance reaches \$50. Smaller balances carry forward. The payout method is to be announced. A completed W-9 and current payout information are required; payments may be held until both are complete. Commissions tied to later refunds or chargebacks may be deducted from future amounts.

Renewal commission rights are nontransferable without prior written MAB approval. Monthly statements may show the month, renewal counts, calculation, deductions, carryforward, and payout, but will not contain private health information. MAB may modify or discontinue this policy with advance notice and will honor amounts already earned under the policy then in effect.

9 Records Privacy and Compliance

The organization must keep accurate sales, tax, customer-order, payment, return, and code-registration records and provide reasonable program records to MAB when needed to verify compliance. The organization must protect customer contact and order information and use it only for authorized business purposes.

Neither party should collect, transmit, or store private health information in ordinary order, application, commission, or payout records. Customers control the information they enter during activation. Each party is responsible for the laws and obligations that apply to its own conduct.

10 Term Suspension and Termination

These terms begin when MAB approves the organization and continue until ended. Either party may end participation on written notice. MAB may suspend or terminate immediately for nonpayment, fraud, misleading claims, brand misuse, privacy or security concerns, repeated customer complaints, unlawful conduct, failure to meet activity standards, or other material breach.

Ending participation does not eliminate amounts already due, return obligations, confidentiality duties, recordkeeping obligations, or earned commission balances. Renewal commissions that were not earned before termination and commissions arising while the organization is inactive are forfeited as stated in the Renewal Commission Policy.

11 Disclaimers and Limits

MAB products and connected profiles are safety-information tools. They are not GPS trackers, emergency response services, medical devices, professional advice, or guarantees that a person will scan a code, understand information, provide assistance, or achieve a particular outcome. Internet access, a compatible scanning device, readable product condition, accurate profile information, and third-party services may be required.

To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, or consequential damages arising from the program. This paragraph does not waive obligations that cannot legally be waived.

12 Florida Law Notices and Changes

Florida law governs these terms without regard to conflict-of-law rules. Any legal proceeding relating to these terms must be filed in the state or federal courts located in Marion County, Florida, unless the parties agree otherwise in writing or applicable law requires another location.

Notices may be delivered to the contact information in the application or to updated contact information provided in writing. MAB may update operational rules, prices, materials, or the Renewal Commission Policy with reasonable advance notice. A change will not reduce an amount already earned. If a provision is unenforceable, the remaining provisions continue. These terms and accepted written orders are the entire agreement for the program unless both parties sign a written change.

13 Organization Acceptance

By signing, the organization confirms that it has reviewed these terms, that the application information is accurate, and that the signer is authorized to bind the organization. MAB acceptance occurs through written approval or countersignature.

Legal organization name	
Authorized representative	
Title	
Signature	
Date	
Assigned organization code	

My Alert Band approval: _____ Date: _____