



Setting up an Account with IATS Ticketmaster

Blackbaud has partnered with IATS, a Ticketmaster Company, to make it even easier for nonprofits to accept credit card donations through *The Raiser's Edge*, *RE:NetSolutions* and *Blackbaud NetCommunity*. The IATS system is quick, efficient and doesn't have any of the upfront, monthly or transaction fees usually associated with setting up a merchant account.

To setup an account with IATS Ticketmaster please follow these steps:

- 1. Read the IATS Merchant Agreement included in this document**
- 2. Complete the Requested information on pages 1 and 4 and sign**
- 3. Complete the attached Banking Authorization Form**
- 4. Fax these to IATS Ticketmaster at 001 604 684 0905 ALONG WITH a copy of a void cheque for deposit purposes.**

Note: Your organization's name will appear on your donor's credit card statements to a maximum of 17 characters, including spaces. If your organization's name is longer than 17 characters, please indicate on your fax coversheet, a 17 character abbreviated name that you would like us to use.

If you have any questions about the IATS Service please contact
IATS@ticketmaster.ca

The Directors
Ticketmaster UK Limited
48 Leicester Square
London
WC2H 7LR

Dear Sirs

Re : Bank Authorization Letter

On behalf of (insert Name here) please accept this letter as authority to settle monies attributed to a unique (Insert Name Here) merchant number into Ticketmaster UK's nominated bank account:

Name of bank account: TM Charitable Donation

Sort code:

Bank account:

This arrangement is to remain in force, unless we advise you to the contrary.

For and on behalf of: _____

Authorised Signatory:

Name:

Position:

Dated: “

UNITED KINGDOM MERCHANT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 200_ (the "Effective Date")

BY AND BETWEEN:

Organization _____

Contact Name _____

Address _____

TEL: _____ FAX: _____

Charitable
Registration Number _____

AND:

INTERNATIONAL AUTOMATED TRANSACTION SERVICES (" IATS ")

A division of Ticketmaster UK

5th Floor, City Cube

Lever Street

Manchester, UK

M1 1EN

Telephone: (0) 161 385 3620

Fax: (0) 161 385 3624

This Agreement consists of this Agreement, Appendix A, Standard Terms and Conditions, Appendix B, IATS Fees

WHEREAS:

A. The Merchant desires to use the IATS Transaction and Reporting System (defined below) to process credit card transactions for goods and services that the Merchant offers to its customers and hereby agrees to pay to IATS the fees set forth in Appendix B attached hereto and incorporated herein by reference.

B IATS desires to provide to the Merchant the IATS Transaction and Reporting System which will enable the Merchant to process credit card transactions in exchange for the fees set forth in Appendix B.

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

1. **DEFINITIONS**

"Chargeback" means a transaction that is disputed by the cardholder or card issuer. In such cases the card issuer has refused to accept the transaction and as a result the charge has been reversed and debited automatically from the IATS account. The merchant will be financially and legally responsible for all Chargebacks that occur.

"IATS Transaction and Reporting System" means the proprietary software and hardware owned by IATS and located at the IATS data centre that will be made available to the Merchant pursuant to this Agreement. This system allows the Merchant to process credit card transactions over the Internet for the Merchant's customers that have purchased goods or services provided by the Merchant.

"Prohibited Sale" means a sale which constitutes, relates or is ancillary to, in whole or in part, pornographic or illicit material of any type, escort services, gambling operations including, and with out limitation, virtual casinos, ticket factoring, pyramid selling, cash advances on a credit card, goods, products, services or distributions otherwise prohibited by applicable law or under the rules, regulations or directive of any credit card issuer.

"Retrieval" means an information request usually initiated by the credit card holder via their credit card issuing bank when the credit card holder does not recognize a charge on their statement and may, if not resolved, become a Chargeback.

2. **TERM**

The initial term of this agreement shall begin on the Effective Date and shall continue through the first anniversary hereof. Thereafter, the term of this Agreement shall automatically be renewed for successive one-year periods unless either party hereto notifies the other party in writing, of its intention to terminate this Agreement seven (7) days prior to the end of the then current term.

3. **THE IATS TRANSACTION AND REPORTING SYSTEM**

(a) IATS hereby grants to the Merchant a non-exclusive, non-transferable license to use the IATS Transaction and Reporting System and the Merchant hereby agrees to use the IATS Transaction and Reporting System for the term of this Agreement. The Merchant agrees that IATS shall have the right, in its sole discretion, to refuse to process any transaction made by the Merchant through the IATS Transaction and Reporting System, including, but not limited to, transactions related to a Prohibited Sale and individual transactions greater than Pounds Sterling [10,000.00] unless the merchant requests an alteration to this transaction limit and the request has been approved by IATS prior to such transaction.

4. **FEES**

(a) In consideration for the license by IATS of the IATS Transaction and Reporting System to the Merchant granted herein and IATS' continuing services to be performed in connection herewith, IATS shall be entitled to receive the fees set forth in Appendix B. The Merchant hereby authorized IATS to deduct or offset any and all fees and chargebacks which are owed by the Merchant to IATS from the proceeds of the transactions processed by IATS on behalf of the Merchant using the IATS Transaction and Reporting System.

(b) IATS will hold in trust all Transactions that were processed by the Merchant through the IATS Transaction and Reporting System and that received an approval number from the Credit Card Issuer. All funds processed by the Merchant from a Sunday to the following Saturday will be held in trust and transferred to the Merchant by electronic funds transfer on the Thursday of the following week net of Credit Card Processing Fees, Transaction Fees, Administration Fees (if applicable) and all applicable taxes.

5. **CREDIT CARD RETRIEVALS AND CHARGEBACKS**

(a) The Merchant shall be legally and financially responsible for all Retrievals and Chargebacks and hereby authorizes IATS to debit all amounts in connection with a Retrieval or a Chargeback from any funds held in trust by IATS for the Merchant. In the event the funds held in trust by IATS for the Merchant is insufficient to compensate IATS for the full amount of any Retrieval or Chargeback, the Merchant shall, upon notice by IATS, promptly remit the difference between the funds held in trust by IATS for the Merchant and the full amount of any Retrieval or Chargeback to IATS.

(b) Upon IATS becoming aware of a Retrieval, IATS will promptly notify and request from the Merchant any and all backup information regarding the transaction in connection with the Retrieval. The Merchant shall promptly provide to IATS and the credit card issuing bank such backup information. IATS shall use its best efforts to transfer such backup information to the credit card issuing bank, but IATS does not guarantee the accuracy of such backup information or the timeliness of the transmission thereof.

(c) IATS shall provide the Merchant with all documentation in respect of any such Chargeback by fax or e-mail and it will be the Merchant's sole responsibility to collect the amount of any such Chargeback from the Merchant's customers

6. **SUPPORT SERVICES/ENHANCEMENTS/CUSTOMIZED CHANGES**

IATS agrees that the IATS Transaction and Reporting System shall operate 23 hours per day, except for ordinary maintenance periods and occasional short-term interruptions of service which are not unreasonable under comparable industry standards. IATS shall provide the Merchant with an email support at IATSCS@ticketmaster.ca from 08:30 hours to 17:00 hours, GMT, Mondays to Fridays inclusive.

7. **TERMINATION**

(a) The occurrence of any of the following events shall, at IATS' option, constitute an event of default (each, an "Event of Default") hereunder and operate to terminate this Agreement and the Merchant's right to the use of the IATS Transaction and Reporting System:

(i) The non-payment by the Merchant of any sum required hereunder to be paid by the Merchant to IATS, if such sum has not been paid within five (5) business days of when the merchant was contacted by IATS asking for payment

(ii) The default by the Merchant under any material term, covenant or condition of this Agreement, or breach by the Merchant of any material representation or warranty contained herein including, but not limited to, the processing of a transaction that is payment for an item defined as a Prohibited Sale.

(iii) If the Merchant has permitted any fraudulent act to be carried out through the IATS Transaction and Reporting System.

(iv) Any affirmative act of insolvency by the Merchant, whether voluntary or involuntary, or the filing by the Merchant, or any third person against the Merchant, of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of, or relating to, debtors; provided, however, that no such act shall constitute an Event of Default unless and until the Merchant shall be unable to meet its obligations to IATS under the terms of this Agreement.

(v) The exposure of a substantial part of the Merchant's property to any levy, seizure, assignment or sale for or by a creditor or governmental agency.

(vi) If IATS is unable to contact a representative of the Merchant or if the Merchant account has been inactive.

(vii) If, in IATS' sole discretion, the Chargebacks for transactions processed through the IATS Transaction and Reporting System are greater than 1% of either the total number of transaction processed by the merchant or 1% of the total dollar value processed by the merchant.

(viii) If IATS is prevented from performing its obligations under this agreement by cause or causes beyond its control including without limitations, Acts of God or public enemy, failure of suppliers to perform, war, restraints of government

(b) Upon the happening of any of the foregoing Events of Default, the Merchant shall, upon demand from IATS, forthwith pay to IATS all amounts due and owing pursuant to this Agreement and IATS may, without notice to, or demand upon, the Merchant sue for any and all damages and losses resulting from the Merchant's failure to perform the requirements of this Agreement, (ii) seek injunctive relief for any breach of the Merchant's covenants contained in this Agreement and (iii) terminate this Agreement. No remedy referred to in this Section 7 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy above or otherwise available to IATS at law or in equity.

8. **TAXES**

The Merchant shall be responsible for the payment of any and all sales, and other taxes or charges due to the if applicable government as a result of, or in connection with its operation and any of the fees referred to in Appendix B, other than taxes on the income of IATS. The Merchant shall be responsible for remitting these same taxes to the appropriate governmental authority. The Merchant shall promptly reimburse IATS for any and all such taxes paid by IATS to any governmental authority on behalf of the Merchant (other than

taxes paid by IATS directly from proceeds collected by IATS generating such taxes), including penalties and interest with respect thereto, and including any and all expenses (including reasonable attorneys' fees and costs) or damages that result from a failure by the Merchant to properly remit or reimburse IATS for any and all such taxes as provided above.

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

TICKETMASTER

MERCHANT NAME,

By: _____

Organization Name

Title: _____

By: _____
Signature

Title: _____

Print name

Appendix A

STANDARD TERMS AND CONDITIONS

In the event that any of the provisions of this Appendix A conflicts with the provisions of the Agreement to which it is attached, the applicable provision of the Agreement to which this Appendix A is attached will govern.

1. **DEFINITIONS.**

- (a) "Confidential Information" is defined in Section 7(a).
- (b) "Intellectual Property" is defined in Section 2.
- (c) "Merchant Indemnitees" is defined in Section 6(b).
- (d) "Systems" is defined in Section 4(a).
- (3) "IATS Indemnitees" is defined in Section 6(a).

2. **Intellectual Property/Limited License.**

IATS retains all right, title and interest in and to the IATS Transaction and Reporting System, all related materials furnished by IATS to the Merchant, and IATS' trademarks, service marks and trade names worldwide (the "Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. The Merchant shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of IATS in the Intellectual Property. The Merchant acknowledges that its use of the Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. IATS shall have the right to monitor the quality of the Merchant's use of the Intellectual Property. Additionally, the Merchant shall notify IATS promptly in writing of any known infringement of the Intellectual Property. Any references to IATS' Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by IATS to the Merchant.

3. **Representations and Warranties.**

- (a) Each party represents, warrants and covenants to the other that:

(i) It is duly organized and in good standing under the laws of the Province indicated as its state of organization and has adequate power to enter into and perform this Agreement;

(ii) This Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; and

(iii) The entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's organizational documents, or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, in the case of the Merchant, result in any such encumbrance upon the IATS Transaction and Reporting System), pursuant to any instrument to which such party is a party or by which it or its assets may be bound.

- (b) IATS represents, warrants and covenants to the Merchant that:

(i) IATS owns and has title to the hardware and has license rights in and to the IATS Transaction and Reporting System; and

(ii) The operation of the IATS Transaction and Reporting System, including all repair and service responsibilities, will be undertaken in a manner reasonably adequate for the performance of IATS' obligations under this Agreement; provided, however, that such warranties do not extend or become applicable with respect to any delays, stoppages or malfunctions which are caused by the acts of any third parties, or which are not under or are caused by events or causes beyond the control of IATS. THE MERCHANT HEREBY ACKNOWLEDGES THAT ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT.

(c) The Merchant represents, warrants and covenants to IATS that:

(i) The Merchant has the right to offer to customers the goods and services processed through the IATS Transaction and Reporting System; and

(ii) No agreement or understanding between the Merchant and any third party with respect to rights to process credit card transactions contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

(d) The representations and warranties contained in this Section shall be deemed "material" for all purposes related to this Agreement.

4. **Disclaimer of Warranty.**

(a) IATS expressly disclaims any warranty that the use of the IATS Transaction and Reporting System or other online services (collectively, "Systems") will be uninterrupted or error free or that the specifications will meet the Merchant's requirements. Except for the express warranties stated in this Agreement, IATS makes no warranty to the Systems hereunder.

(b) The Systems are provided to the Merchant 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 or use with respect to the Internet or use of information in connection with any Systems provided in this Agreement. The Merchant acknowledges that electronic communications and databases are subject to errors, tampering and break-ins and acknowledges that IATS does not guarantee or warrant that such events will not take place.

5. **Limitation on Liability.** In no event shall IATS be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond IATS' control, even if IATS has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond IATS' reasonable control shall be cause for any liability or claim against IATS hereunder, nor shall any such occasion render IATS in default under this Agreement.

6. **Indemnification.**

(a) The Merchant shall indemnify IATS and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "IATS' Indemnitees") against, and hold IATS' Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against IATS' Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by the Merchant; (ii) the Merchant's use of the IATS Transaction and Reporting System; and (iii) any Chargebacks or Retrievals; except to the extent that any such claims shall relate to IATS' negligence or willful misconduct with respect thereto.

(b) IATS shall indemnify the Merchant and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, the "Merchant Indemnitees") against, and hold the Merchant Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, the Merchant Indemnitees occurring as a result of, or in connection with any alleged patent, trademark or copyright infringement asserted against the Merchant Indemnitees with respect to the Merchant's use of the IATS Transaction and Reporting System; except to the extent that any such claim shall relate to the Merchant's negligence or willful misconduct with respect thereto.

(c) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

7. **Confidential Information.**

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and any other information that is confidential and of substantial value to the other party, which

value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement are deemed to be Confidential Information.

(b) Confidential Information shall not include information which (i) becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use, as shown by the receiving party's files existing at the time of disclosure; (iii) is independently developed by the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or (iv) is lawfully disclosed hereafter to the receiving party, without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing party.

(c) Each party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party (other than each party's accountants and attorneys), any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement. In the event that such disclosure is sought by subpoena, document request, notice of deposition or other legal proceeding, each party agrees to notify the other pursuant to Section 13 below, within forty-eight (48) hours after receipt of such legal document, and each party agrees to cooperate with the other in any attempt to obtain a protective order. Each party shall take every reasonable precaution to protect the confidentiality of the other party's Confidential Information. The parties acknowledge and agree that the expiration or termination of this Agreement by either party shall not terminate the continuing confidentiality obligations imposed on the other party for a period of Five (5) years after the expiration or termination of the Agreement. (d) The parties further agree and acknowledge that any remedy at law for any breach or threatened breach of the provisions of this Section 9 and the covenants set forth herein will be inadequate and, accordingly, each party grants to the other party the right and entitlement to seek injunctive relief for any such breach or threatened breach of the provisions and covenants herein in addition to, and not in limitation of, any and all other remedies at law or in equity otherwise available to the other party.

8. **Governing Law/Jurisdiction.** This agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of England and, except as otherwise provided herein, all disputes and claims, whether for specific performance, injunction, declaration or otherwise, both at law and in equity, howsoever arising out of or in any way connected with this agreement will be referred to the courts of the England.

9. **Entire Agreement: Modification.** This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

10. **Assignment.** Without the prior written consent of IATS, such consent shall not be unreasonably withheld, the Merchant shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the IATS Transaction and Reporting System or any part thereof to be had, by anyone other than the Merchant or the Merchant's authorized employees. Any such assignment shall not relieve the Merchant of any of its obligations hereunder. Without the prior written consent of the Merchant, IATS shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by IATS to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

11. **Delays.** Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

12. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

13. **Notices.** Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the first paragraph of the Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

14. **Binding Agreement/Counterparts.** The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns, provided however that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

15. **Attorneys' Fees.** In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

16. **Additional Documents.** Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

Appendix B

IATS Fees

Credit Card Processing Fee

3.0% for Visa and Mastercard transactions

3.0% for American Express, and Diner's Club transactions

3.0% for Switch and Solo Cards

The Transaction Fee

[\$0.00] per transaction

Administration Fee

[\$15.00] for each Chargeback or Retrieval that go unanswered or represent greater than 1% of the Merchants processing either in the number of transactions or in dollar amount.

The Merchant acknowledges and agrees that IATS may from time to time increase (i) the Credit Card Processing Fee by the amounts equal to the increases which IATS is obligated to pay to the applicable credit card issuers, (ii) the Transaction Fee, and (iii) the Administration Fee by giving no less than 7 days notice in writing.