

## QuickScores Online Registration Financial Agreement

This is an agreement between QuickScores LLC, a Limited Liability Company in Dallas County, Texas, and QuickScores' client \_\_\_\_\_ in the city of \_\_\_\_\_ and state of \_\_\_\_\_, hereafter called Client.

One of the services provided through the QuickScores.com website is Online Registration. This service allows Client to define a form for gathering information from Client's participants and to collect a fee online once the information is submitted. This document defines how money is collected and managed.

Payment for registrations is performed through a cooperative arrangement with PayPal (www.paypal.com). PayPal is very well known as the financial arm of eBay. PayPal functions as both a credit card processor and an internet-based bank. PayPal is an independent party and may change their rates and fees at any time.

- (a) Client agrees to apply for and obtain a merchant account with PayPal. It is free to setup and maintain a PayPal merchant account. In order for QuickScores to process payments on behalf of Client, certain settings must be specified in the merchant account, and information from the merchant account setup must be conveyed to QuickScores. Detailed instructions will be provided to Client regarding the special settings and what information is needed.
- (b) The merchant account information provided by the Client will be used by QuickScores to direct registrants to PayPal's payment pages, where the registrant will make payment directly into the Client's PayPal account. QuickScores will not possess, nor have access to, the registration funds paid to Client.
- (c) Client will incur a fee of \$1.00 for any registration forms submitted through their QuickScores website. This fee will be charged whether or not an online payment occurs.
- (d) Periodically, QuickScores will send Client an invoice for the accumulated QuickScores Fees, payable under the terms stated on the invoice.
- (e) When Client creates a form to collect money, they shall assign a Base Fee to the form. The base fee is usually set as the amount the Client charges to participate in an event but can also include an early or late registration fee and/or an "internet convenience fee" to allow the Client to recoup administrative and PayPal fees. Setting the Base Fee is the sole responsibility of Client.
- (f) In addition to the Base Fee, Client's form may define optional dollar amounts to be added to or deducted from the Base Fee, based on the registrant's input. For example, a registrant could choose to order a soccer ball, uniform or other item, and an amount specified by Client would be included in the Total Amount. In addition, the form may have a field where the registrant can specify an amount to be added, such as a donation to a scholarship fund. These additional fees are subject to the same PayPal fees as the Base Fee.
- (g) The total amount charged to the registrant's credit card or bank account will be the Base Fee plus any additional amounts added from the registrant's input.
- (h) As of 1/1/2023, the PayPal Fee equals \$0.49 plus 3.49% of the Total Amount. The percentage may be lower, depending on how much money Client processed in the previous month. The percentage may also be lower if Client provides sufficient documentation to PayPal to prove Client is a non-profit organization. PayPal fees are subject to change. See www.paypal.com for more details.

- (i) On completion of a transaction, PayPal will immediately deduct the PayPal fee and deposit the remainder into Client's PayPal account.
- (j) It is the Client's responsibility to arrange how/when PayPal will transfer funds from the Client PayPal account to the Client. Client can instruct PayPal to send some or all of the accumulated money via direct deposit to Client's bank account or via paper check. Direct deposits are free. Paper checks may incur a fee from PayPal.
- (k) Every form must have a working email address that is read by someone in the Client organization. When a registrant submits a form and requests a confirmation, they will receive that confirmation email from the required Client email address. Using that email address will facilitate easier communications between the registrant and the Client.
- (l) The credit card companies (e.g., Visa and MasterCard) require that every registration form include a written refund policy and a required acknowledgement checkbox. The refund policy must include whether or not refunds are permitted and, in the case where they are permitted, how are they to be requested, the time frame of such request, and any fees associated with the refund. Please enter your organization's refund policy in the following box (include on separate sheet if necessary) and be sure to publish this refund policy on every registration form you create.

- (m) Limitation of Damages – Except as otherwise provided in this Agreement, QuickScores shall not be liable for incidental, special, exemplary, or consequential damages, including but not limited to, lost business revenue, any expenses incurred in the reduction or cancellation of a sporting event, loss of event sponsorship, or perceived loss of reputation. Client agrees that QuickScores will not be liable for any claim against Client by any other party, except to the extent such claim arises from the gross negligence or willful misconduct of QuickScores.

This Limitation of Damages shall apply in all states where applicable by law.

_____ Printed Name	<u>Bryan Quilici</u> Printed Name
_____ Title	<u>President, QuickScores LLC</u> Title
_____ Signature	_____ Signature
_____ Date	_____ Date

Please email this completed form to [bryan@quickscores.com](mailto:bryan@quickscores.com).