

ACTIVITYTREE PROVIDER AGREEMENT

This Agreement contains terms and conditions which govern the relationship between ActivityTree, LLC ("ActivityTree") and you related to the use of the services (the "Services") offered at ActivityTree.com (the "Site") to activity providers and supplements the [Terms of Use](#). Please read this Agreement before using the Site. Use of the Site, including accessing your account, and/or accepting payments from ActivityTree constitutes an agreement with the Provider Agreement (this "Agreement") whether or not you created your account with ActivityTree. By using this Site, all users do hereby represent, warrant, understand, agree to and accept all terms and conditions contained herein and consent to receiving the Agreement in electronic form. If you object to anything in this Agreement, the ActivityTree [Terms of Use](#) or [Privacy Policy](#), do not select a membership, add a deal or activity listing or continue to use the Site or the Services offered by ActivityTree.com.

1. AGREEMENT ACCEPTANCE. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Site and the Services. This Agreement may be modified by ActivityTree from time to time, such modifications are effective upon posting by ActivityTree on the Site. Your use of the Site or the Services after such posting will constitute acceptance by you of such changes. This Agreement supplements the [Terms of Use](#).

2. MEMBERSHIP TERMS. The features and fees associated with ActivityTree's Activity Provider memberships can be found on the List Business page, the Select Membership page, the Add Deal Page and the Add Class or Camp Page. You will be automatically deemed to have selected the Basic Membership, unless another membership package is selected. ActivityTree reserves the right to change any fees (which includes but is not limited to, charging a fee for memberships, options, upgrades and/or a service ActivityTree does not currently offer or charge a fee) or billing methods at any time. All changes, other than pricing changes, will be effective upon posting to the Site. Pricing changes will go into effect the first day of the next month and will be applicable to all new transactions and new listings. If Activity Provider's membership is for a specified term, it will be automatically extended for successive renewal periods of the same duration as the original membership term, at the then-current non-promotional rate.

3. MEMBERSHIP FEES; CHARGEBACKS. You are responsible for paying all fees associated with your membership and for reimbursing ActivityTree for all credit card chargebacks. Membership fees and chargebacks will automatically be deducted from amounts payable by ActivityTree to you. In the event no amounts are payable to you or the amount payable to you is less than the amount payable by you, we either charge your credit card, if one is on file, or invoice you for any amount payable to ActivityTree. All amounts will be due upon receipt of the invoice. ActivityTree reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Amounts not paid by you to ActivityTree when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorney and collection fees, that ActivityTree may incur in its efforts to collect any remaining balances due from you. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify ActivityTree of any billing problems or discrepancies within sixty (60) days after they first appear on you Balance and Transactions page. If you do not notify ActivityTree within sixty (60) days, you waive any right to dispute such problems or discrepancies.

4. MEMBERSHIP CHANGE OR CANCELLATION. You may cancel or modify your membership at any time by contacting ActivityTree and requesting the cancellation or modification. However, you are not entitled to a refund of any remaining portion of pre-paid fees. ActivityTree, in its sole discretion, may terminate this Provider Agreement, access to the Site or the Services immediately without notice for any reason.

5. PAYMENT OF REGISTRATION FEES. ActivityTree facilitates the purchase of Activity Provider's class, camp, pre-paid deal and/or event listings on the Site by individuals seeking a class, camp, pre-paid deal and/or event through the Site (an "Activity Seeker"). When ActivityTree receives an Activity Seeker's authorized credit card payment, the amount equal to the registration fee or other fees related to services or merchandise offered by an Activity Provider, plus any sales tax related to such services or merchandise, is credited to the appropriate Activity Provider's account. We will inform you of each completed transaction by email. ActivityTree will automatically remit aggregate registration fees, merchandise fees, other services fees related to products and services offered by the Activity Provider, plus all related sales tax, less ActivityTree fees, advertising fees, charge backs and deferred payments by check every two weeks. In no event will ActivityTree be responsible for remitting payment or be obligated to pay any amounts to Activity Provider if ActivityTree has not received payment from Activity Seeker.

You may access your transaction information online at any time from the Activity Provider Balance and Activity page. You may access the Activity Provider's transactions information only with a browser that is compatible with the Site. You must notify ActivityTree of any billing problems or discrepancies within sixty (60) days after they first appear on you Balance and Transactions page. If you do not notify ActivityTree within sixty (60) days, you waive any right to dispute such problems or discrepancies.

You will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities however denominated chargeable by a governmental authority as a result of any merchandise or service provided under this Agreement, exclusive of taxes on ActivityTree income.

6. NOTICES; PENDING TRANSACTIONS

All notices will be sent by e-mail, posted on the Site or sent by other means specified by ActivityTree. We will send notices to Activity Provider at the e-mail address maintained in ActivityTree's records for Activity Provider's headquarters. Activity Provider will monitor its e-mail messages frequently to ensure prompt response to notices sent by us. You agree to process all pending registrations as quickly as possible, but in no event later than 48 hours following receipt of notice for any registration that is pending your approval or confirmation of customer membership, and no later than 5 days for any registration that is pending a skill assessment or waiver. **Your failure to respond within these time frames will result in cancellation of the pending registration. You will still be charged the ActivityTree fee.** Activity Provider will send notices to ActivityTree using the [Contact Us](#) page.

7. ACTIVITY PROVIDER POLICIES. You will provide us with your registration policy (including registration priority) and cancellation policy (including refunds and credits) for display on the Site and agree to process registrations, cancellations, refunds and credits in accordance with these policies. In the event of any change in your registration or cancellation policy (including available refunds and credits) you will promptly update the policy from the Manage Profile page. You are responsible for issuing refunds or credits to Activity Seekers whom you have determined are entitled to a refund or credit. ActivityTree fees charged to Activity Seekers and Activity Providers are non-refundable. ActivityTree will not refund any registration fees, other fees or merchandise charged to an Activity Seeker. At your written request, ActivityTree will create a promotion code that would allow your customer to apply a credit toward a future registration for a listing offered by you processed through ActivityTree. ActivityTree helps facilitate transactions between Activity Seekers and Activity Providers, but is not the purchaser of the Activity Providers goods and/or services. Activity Provider will resolve all disputes directly with Activity Seekers.

8. ACTIVITY SEEKER INFORMATION; ANNOUNCEMENTS; EMAIL COMMUNICATION. You may use specific information provided to ActivityTree by Activity Seekers (Activity Seeker Information) for the purpose of performing the services or providing the goods purchased by the Activity Seeker on the Site. If the Activity Seeker has opted to receive special promotions and offers, you may also use Activity Seeker Information for the purposes of communicating special promotions and offers. You are not authorized to use Activity Seeker Information for any other purposes without written authorization from ActivityTree.com. You may not disclose any Activity Seeker Information to third parties. You are obligated to maintain the confidentiality and security of all Activity Seeker Information provided to you by ActivityTree.com. Provider agrees that announcements may only be sent to Activity Seekers who have registered for one or more of Activity Provider's current or upcoming session listings. Activity Provider agrees that it may only send promotional information via email to Activity Seekers who have opted to receive promotional information. Failure to appropriately restrict use and disclosure of Activity Seeker Information or communications with Activity Seekers may result in immediate restriction from access to Activity Seeker Information.

9. REGISTRATION FEES; PROMOTIONS; DISCOUNTS. All registration fees, promotions and discounts are established by you with the exception of promotions that relate to fees for the Services. You agree not to offer your listings on the Site at a price that is greater than the price offered to the general public (excluding discounts and special promotions). You agree to keep your listing information up to date and to promptly reflect any changes in listing schedules, offerings or availability.

10. EXCLUSIVITY. Unless otherwise agreed to in writing by ActivityTree, Activity Provider agrees that during the term of Activity Provider's membership that Activity Provider shall not agree to allow or allow a third party, other than a school district, private school, or division of local government, to aggregate activity, camp or event listing information (e.g. listing description, day, time, etc.) ("Listing Information") with other activity providers' Listing Information for the purpose of making more than one activity providers' Listing Information available to customers on the same website for searching and/or registration. For purposes of this provision the term of Activity Provider's membership shall be from the date Activity Provider first selects a membership until the earlier of (i) the date ActivityTree receives written confirmation of membership cancellation from the Activity Provider, or (ii) the date ActivityTree provides written confirmation of membership cancellation to Activity Provider.

11. ALLOCATION OF REGISTRATION SLOTS

You agree that you will allocate some or all of your available registration slots to Activity Tree. You agree not to sell registration slots allocated to ActivityTree directly or indirectly through any party other than ActivityTree. You agree to accurately reflect the registration slots available to ActivityTree in each listings detail. ActivityTree will be responsible for accurately reflecting changes in available inventory as a result of registrations processed through ActivityTree. Activity Providers who select the Preferred membership agree to provide ActivityTree a minimum of 10 available listings and registration slots for activities, camps or events.

12. INDEMNIFICATION

Activity Provider agrees to indemnify, defend and hold harmless ActivityTree, its directors, officers, employees, agents, investors, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates (collectively referred to herein as "ActivityTree and Affiliates") from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred by ActivityTree and Affiliates in connection with any claim by a third party arising out of (i) a cancellation, credit or refund related to services or merchandise purchased by an Activity Seeker on the Site, or (ii) the provision of services or merchandise by an Activity Provider. Activity Provider further agrees that it will cooperate as reasonably required in the defense of such claims. ActivityTree and Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by Providers, and Provider shall not, in any event, settle any claim or matter without the written consent of ActivityTree.

13. SEVERABILITY

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. APPLICABLE LAW; JURISDICTION

The ActivityTree Site is created and controlled by ActivityTree in the State of Minnesota. The laws of the State of Minnesota will govern this Agreement, without giving effect to any principles of conflicts of laws. Each of ActivityTree and Activity Provider agrees to submit to the nonexclusive personal jurisdiction of the courts located within Dakota County, Minnesota and waives any objection to the laying of venue of any litigation in said courts.

15. ADDITIONAL TERMS AND CONDITIONS

The Terms of Use, Privacy Policy and other policies and guidelines located throughout the Site also govern your use of the Site and the provision of the Services.

16. MISCELLANEOUS. Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.