Licensed Partnerships Program

License Agreement Terms and Conditions

1. Application process:

- **a.** All form pages as presented within the web site must be filled out completely. Incomplete forms will be flagged with error messages indicating where they are incomplete and will not be accepted until all points are answered.
- **b.** Once forms have been submitted a confirmation message will appear confirming that the system has received your application. The Domain Administrator will likewise receive system notification of your application.
- c. Once the Domain Administrator has received your application an acknowledgement of receipt will be issued to the email address in the application. This will initiate the 60 day response time that is allowed for processing your application. If there are difficulties with completing your application within the time limit you will be contacted for resolution and agreement concerning your situation.
- **d.** Upon completion of application processing an approval or a denial email letter will be sent to the address on the application. For an approved application the letter will contain Administrator login instructions for entering the online site to make the Annual License Fee payment and initiate your Online Mailbox Club operations.

2. License Agreement Term:

- **a.** This Partnership License shall be issued and valid for a term of 1 year (12 months) from the date of approval and fee payment, whichever is last and which date shall appear on the license document issued from and retained in the database system. This is the official "License Date".
- **b.** This Partnership License requires a non- refundable \$100.00 USD annual fee, which is due and payable upon the anniversary date of the license. A 30 day grace period will be extended from the date of approval/issuance for fee payment. Failure to pay the fee will void the application or license renewal.
- **c.** This Partnership License shall require annual renewal. The annual renewal requirement is to insure that all Licensees remain active participants in the program and its use. Those who neglect or ignore the use of the site and the relationship established with students and The Mailbox Club Int'l, Inc. in this cooperative effort will be automatically and/or manually removed from the system and the privilege of using it.
- **d.** This Partnership License can be terminated by either party at any time during the agreement term. The license fee is non-refundable in all cases. The Partner may withdraw from the program at any time by simply notifying The Mailbox Club Domain Administrator of their desire to do so at: domainadmin@mailboxclubonline.org. The Mailbox Club Online will only terminate a license agreement early for cause; such causes are further defined in the **Obligations and Responsibilities** section of this document.

Licensed Partnerships Program

3. License and Usage fees:

- **a.** As stated in the section above there is an initial and annual non-refundable license fee of \$100.00 USD. This fee is due and payable upon approval of the Partner's application; the payment date becomes the official "License Date" and thereafter the renewal date.
- b. A Usage fee will be assessed each Partner based on the number of lessons actually completed by students who register under the licensee's agreement. The usage fee is payable in arrears at the time of annual license renewal. The usage fee charge will be assessed according to the following volume usage graduated scale: Lesson quantity 1 through 10,000 at \$.05 USD per lesson.

 Lesson quantity 10,001 through 20,000 at \$.04 UDS per lesson

 Lesson quantity 20,001 through 50,000 at \$.03 UDS per lesson

 Lesson quantity 50,001 through 150,000 at \$.01 UDS per lesson

 Lesson quantity 500,001 and above at \$.005 UDS per lesson.
- **c.** To illustrate the fee charges consider the following examples:
 - i. Partner pays first year license fee (\$100.00) and operates one year using 1538 lessons and decides not to renew for a second year. No additional payment is due.
 - ii. Partner pays first year license fee (\$100.00) and operates one year using 2,500 lessons. The renewal license fee plus the usage fee is: $$100.00 + (2,500 \times $.05 = $125.00) = 225.00 total due at renewal.
 - iii. Partner has a well established and effective online club that has been operating five or more years. The past year's usage has been 145,289 lessons. The renewal license fee plus the usage fee is: \$100.00 + (145,289 x \$.02 = \$2,905.00) = \$3005.78 due at renewal.
 - iv. Let's assume that the Partner in example (iii.) above, is forced, for reasons beyond their control, to terminate their online club and do not renew their license. No additional payment is due.

4. License and Usage Fee Payments and Renewal Notification:

- **a.** All license and usage fee payments must be made by credit card or PayPal account through The Mailbox Club Int'l, Inc. online payment system. The process is automated and integrated into the web site and is designed to operate in like manner as purchases of materials from our online store or donations through our general information web site: www.mailboxclub.org
- **b.** Thirty (30) days before the anniversary date of a Partner's License Date the system will issue an "Advanced Renewal Notice" that will contain the estimated renewal charges for the license renewal and the usage fee.
- **c.** On the license anniversary date the official Renewal Notice will be issued by the system with the firm and final license and usage charges stated.
- **d.** A thirty (30) day grace period will begin during which time the Partner is expected to make the online payment of usage fee and license renewal fee.
- **e.** If the Partner expects to miss the 30 day grace window a "Request for Extension" may be completed and submitted to the Domain Administrator. Unless there is

Last Update: 12-31-2008 Page 2 of 6

Licensed Partnerships Program

cause for denial, the request will be granted and an additional thirty (30) days of grace will be extended to the Partner.

- **f.** Upon expiration of the initial thirty (30) day and/or the extended grace period the Partner's license will expire terminating the agreement. The Partner's online account will be closed and no more access will be allowed to the Partner or their students.
- **g.** The actual hour of all system controlled time sensitive event transactions will be 12:00 midnight MST (Mountain Standard Time) in which the web site currently resides. Should the web site be relocated at any future time this rule will apply in whatever time zone the web site server then resides.
- **h.** Reinstatement of a license after expiration is not an option. Any former Partner desiring to do online ministry utilizing our materials and database system will need to apply just as a first time applicant must.

5. Applicant Qualifications – Administrator(s):

- **a.** You must be a Christian of maturity and commitment to the Lord Jesus Christ.
- **b.** You must agree with us in ministry principals, purpose and basic doctrine.
- **c.** You must have adequate technical and leadership skills to function well in the Internet environment and in this relationship.
- **d.** All who "mentor" must pass a background check and meet the qualifications of section 6, below.

6. Applicant Qualifications – Mentor(s):

- **a.** You must be a Christian of maturity both in physical years and also as a believer, committed to the Lord Jesus Christ and able to council others in spiritual matters from the Word of God.
- **b.** You must agree with us in ministry principals, purpose and basic doctrine, which is not limited to but includes The Mailbox Club Int'l, Inc. Purpose and Mission statements and Statement of Faith.
- **c.** You must have adequate computer skills to function well in the Internet and web site environment.
- **d.** You must have an adequate Internet connection to allow you to log on daily and work online for periods of 1 hour and more without interruption.
- **e.** You must agree that you will not change or contradict the teachings found in the lessons by means of your "mentoring" responses to the students to whom you reply through this web site.
- **f.** All who "mentor" must pass a background check. A recent background check report may be submitted by the Partnership Administrator for any or all "Mentor" applicants. The Mailbox Club Int'l, Inc. reserves the right to pursue its own background check of all who will mentor.

Licensed Partnerships Program

7. Administration and Operational Oversight

- a. The Mailbox Club Online Domain Administrator has ultimate responsibility for the development, operation, function, content, use and users of The Mailbox Club Online web site. The domain names currently under this jurisdiction are mailboxclubonline.org and mailboxclubonline.net; either or both of which may serve in an active or passive roll in support of The Mailbox Club Online program and presence.
- **b.** Any and all questions, concerns, or problems with the site or any outside persons, Partners or other entities relationship to the site, its content, function, or operation should be referred to the Domain Administrator by email at: domainadmin@mailboxclubonline.org, or in writing to: Lessons Online Domain Administrator

The Mailbox Club Int'l, Inc.

404 Eager Rd

Valdosta GA 31602

- **c.** Every Licensed Partner is responsible to provide and maintain a qualified person as their "Partnership Administrator" with ultimate responsibility and oversight for the license requirements and the Partnership relations. If that individual desires, or ministry leadership desires they may appoint, in addition, a "Technical Administrator" to care for routine and technical responsibilities related to the site and the partnership. The division of responsibilities is up to the Ministry and/or the individuals involved.
- d. Every Licensed Partner is responsible to provide and maintain a qualified person or persons as their "Mentor(s)". At least one Mentor is required for each language the Partner utilizes. A Mentor is a person who is spiritually qualified to counsel others and will be the person responding to students who submit questions to the private message board system designed into the program. One individual may hold one or all required positions to fulfill the management needs of the Partnership license or multiple persons may be employed. All must be fully qualified and be found faithful in their responsibilities. The mentoring portion of the Online Lessons program is considered extremely serious spiritual business that requires godly individuals gifted in the area of spiritual counseling. A background check must be conducted on each person who will fill the position of "Mentor". The Partnership Administrator may submit a recent (less than 6 months old) "Background Check Report for any or all "Mentors" the Ministry recommends. However, The Mailbox Club Int'l, Inc. reserves the right to conduct their own background check.

Last Update: 12-31-2008 Page 4 of 6

Licensed Partnerships Program

8. Obligations and Responsibilities:

- **a.** Christian integrity is always expected and is indeed required in all matters of this relationship. Whenever there is an indication or supposition of a lack in this area the Domain Administrator will investigate the matter with the Partner Administrator to seek understanding and resolution of the situation. Depending on the outcome of such investigation the result may be no action; the issuing of a "Warning Letter"; or immediate cancellation of the Partner's License Agreement.
- **b.** Each licensed Partner is responsible to maintain access for their students to a qualified "Mentor" who is a native speaker or can demonstrate fluency experience in the language(s) covered by this license agreement. Failure to meet this obligation will bring an initial investigation by the Domain Administrator to determine the facts in the case and seek resolution. A limited time grace period can be extended when changes in personnel are required. Extended delay or failure to fill all "Mentor" positions will result in termination of use of the language lessons in use or cancellation of the Partner's License Agreement as determined most necessary by the Domain Administrator.
- c. Administrators and Mentors who choose to be responsible under this Licensed Partnership Program have given testimony of their faith in and faithfulness to the Lord Jesus Christ and the teaching and principals of His written word, the Bible. They have further agreed that they can and will support the Statement of Faith and the teachings of The Mailbox Club Int'l, Inc. published materials as presented through this Lessons Online Web site. Any time the monitored communications and counsel of these responsible persons to the student(s) are found to be in violation of this agreement the Domain Administrator will pursue appropriate actions to investigate the matter, bring accepted resolution to the matter, and insure that further violations will not occur. When mutual agreement cannot be reached in any case the Domain Administrator has ultimate and final authority to cancel the Partner's License Agreement.
- d. All correspondence between students and Mentors through the "Message Board" communications system can and should be monitored by the Partnership Administrator to insure that what is shared meets the high standards of doctrinally sound and Biblically correct wise spiritual counsel on an appropriate age level for the student receiving the counsel. The Domain Administrator also has the capability and responsibility to monitor all such communications with students and Mentors of all Partnership Agreements and will be exercising that responsibility on a continual basis. When items are found in question of the standards and intentions stated or conveyed by inference in this agreement they will be brought to the Partnership Administrators attention for understanding and resolution. Possible outcomes of such matters can be:
 - i. Change and/or correction by the Mentor of the counsel being given.
 - **ii.** Replacement of the Mentor when understanding and agreement cannot be reached.
 - **iii.** Cancellation of the Partner's License Agreement when the matter warrants and agreement or change cannot be affected.

Last Update: 12-31-2008 Page 5 of 6
This copy printed: 1/23/2009 2:59:51 PM

Licensed Partnerships Program

9. What The Mailbox Club Online Provides:

- **a.** The opportunity for you as a Licensed Partner to reach your specifically targeted audience anywhere around the world in the language they know best with a time tested and God blessed resource of materials that reinforce any evangelistic effort and provide continuing Biblically sound discipleship for all ages.
- **b.** The "Lessons Online" web site with industry standard securities, operational reliability and dependability, and 24 hour a day; 7 day a week access to the site through the World Wide Web. (This statement does not warrant against necessary system maintenance or unexpected computer and Internet breakdowns, or the supporting systems provided by companies outside our control.)
- **c.** The fully functional database engine that supports and maintains the electronic presentation of Mailbox Club materials and all the administrative and reporting tools that provide access to the materials.
- **d.** All selections of The Mailbox Club Int'l, Inc. publications appropriate for the purposes of this web site in their most up to date versions available.
- **e.** The means by which to present the same Mailbox Club materials in as many other languages into which they have been translated.
- **f.** The means by which other individuals, churches, and ministries can become Licensed Partners with the right to use the facilities of the primary database resources and present the materials through their own web site.
- g. A full complement of administrative tools that allow the Licensed Partner to:
 - i. Customize the operating parameters of their Online Club to present the materials as they desire, within certain broad limits.
 - ii. Monitor and report the activity of their Online Club's performance.
- **h.** Administrative oversight and management of the online web site, including technical support and maintenance of the web site and the database system.