

**The Sam Bernstein Law Firm, PLLC *Call Sam Cares* Terms And Agreement**

**11/09/22**

I.

Our charitable giving is solely made, administered and directed by The Sam Bernstein Law Firm, PLLC. All charitable gifts and/or donations will be chosen only upon the determination of The Sam Bernstein Law Firm, PLLC.

By accepting our *Call Sam Cares* Gift and/or Donation, you and your entity certify that you have complied with and accept these Terms and this Agreement, and are eligible to receive our gift and/or donation. We have relied on your representations and statements in the gift and/or donation application and will expect you and/or your charity to meet all Terms stated in this Agreement.

Our gifts and/or donations are open only to charities located in the State of Michigan. In addition, charities sending funds to or engaging in any activity outside the United States are ineligible for funding.

II.

The recipient of any gift and/or donation agrees to notify our firm regarding any of the following:

Any change in key personnel of the organization; and

Any change in address or phone number; and

If applicable, any change in tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and that it has received no notice or information that the IRS Determination letter provided to The Sam Bernstein Law Firm, PLLC has been revoked, modified, suspended or superseded by IRS action or otherwise; and,

Any development that significantly affects the operation of the organization.

The Recipient agrees to comply with all applicable laws, including federal laws related to blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, embargoes and trade sanctions regulating international transactions.

All entities to which we make charitable gifts and/or donations may be required to provide documentation in support of eligibility when asked. We ask to know the percentage of donations they spend on fund-raising, a clear answer on whether the entity is tax exempt, a recap of how long the group has been in operation and what the entity has accomplished, and how it intends to use our contribution.

### III.

Gift and/or Donation recipients grant to The Sam Bernstein Law Firm, PLLC the right to use and publish information about their organization, and to use the organization's name, logo and description of the project funded by The Sam Bernstein Law Firm, and a non-exclusive, worldwide, perpetual, royalty-free, fully paid-up license to display, publish, reproduce, communicate to the public, perform, distribute, adapt, edit, modify, translate, create derivative works based on, and otherwise use and sublicense, their name, logo, voice and/or likeness, via The Sam Bernstein Law Firm, PLLC's website, and in any communication, press release, marketing or advertising materials and similar generated for internal or external use, trade, advertising or other promotional materials in any media, including but not limited to television, cable television, radio, video and all social media, without further compensation or notification to, or permission from, them or any third party.

Gift and/or Donation recipients agree to obtain all permissions and execute all releases necessary for the grant of the rights contained in this paragraph.

Gift and/or Donation recipients agree to take, at our firm's expense (but without compensation to Gift and/or Donation recipients), any further action (including, without limitation, execution of affidavits, licenses, and other documents) reasonably requested by The Sam Bernstein Law Firm, PLLC to effect, perfect, or confirm the The Firm's's and/or the Administrator's rights set forth in these Terms.

If requested, Gift and/or Donation recipients agree to appear, or have a representative appear, in photographic and video/film sessions at our firm's expense (but without compensation to Gift and/or Donation recipients) reasonably requested by The Sam Bernstein Law Firm, PLLC to effect, perfect, or confirm the The Firm's's and/or the Administrator's rights set forth in these Terms.

Our firm will have no obligation to publish, or use any Gift and/or Donation recipient's submissions.

### IV.

The Sam Bernstein Law Firm, PLLC will not be responsible for any injury, loss, or damage of any kind resulting from your participation in any Gift and/or Donation. By accepting this Gift and/or Donation, you release The Sam Bernstein Law Firm, PLLC, and of their affiliates and

representatives from any liability whatsoever and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Gift and/or Donation (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, and damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), or warranty, or any other theory.

#### V.

A Gift and/or Donation is in no way sponsored, administered, endorsed, administered by, or associated with any social media platform. You and the undersigned organization hereby release Facebook, Instagram, Twitter, TikTok, Linked In and their affiliates and representatives from any liability whatsoever and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Gift and/or Donation (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, and damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), or warranty, or any other theory.

#### VI.

When you apply for any Gift and/or Donation, you authorize us to retain your name, email, and phone number to text, to communicate with you and to send you marketing or advertising materials regarding our firm's services, unless you indicate that you do not wish to receive such communications, which you may do either in an email or by checking the box stating that you wish to opt out of our communications, marketing or advertising materials regarding our firm's services on the website.

When you accept this Gift and/or Donation, all applicable Data regarding your organization (or in the case of an individual, the recipient) is stored and processed at The Sam Bernstein Law Firm, PLLC's locations in the United States. We may use your and your entity's contact information to confirm receipt of your all correspondence, gifts and/or donations, to gather more information if there are questions regarding the gift and/or donation, to send you notifications regarding your status, or for communication necessary to administer this Gift and/or Donation. When you send email or other communications electronically, we may retain those communications to process your inquiries, respond to your request or question, and improve its services.

Other than as provided in this Agreement, your Data will not be shared with third parties without your explicit consent.

## VII.

These Terms constitute the entire agreement between you and us and cannot be altered, modified, amended or waived, in whole or in part, except by a writing signed by your, your entity and our firm. Should any provision of this agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision in these Terms, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

These terms constitute an agreement that has been entered into in the State of Michigan and the validity, construction, interpretation and legal effect of this agreement shall be governed by the laws of the State of Michigan applicable to contracts entered into and performed entirely within the State of Michigan. Any disputes, claims or controversies of any kind between the parties and/or their principals arising under this Agreement or any of its provisions (other than those arising under Paragraph 36), shall be exclusively and conclusively resolved by binding arbitration in accordance with the rules of the American Arbitration Association at its Detroit Regional Office in Novi, Michigan. The award of the arbitrator shall be binding and judgment upon the arbitrator's decision shall be rendered in the courts of the State of Michigan. Michigan law governing contracts entered into and fully performed in Michigan shall apply. The parties agree that they will equally split the cost of such arbitration. The prevailing party shall be awarded its reasonable, outside attorney's fees and costs. You acknowledge that you are waiving the right to pursue any actions arising under this Agreement in a judicial forum and that your sole remedy shall be arbitration. Any dispute arising under Paragraph 36 shall be filed, heard and decided in the Oakland County Circuit Court, State of Michigan, or in the United States District Court for the Eastern District, Southern Division. The parties agree that they will be subject to the jurisdiction of either court regardless of where they are located at the time any action may be commenced.

## VIII.

All notices shall be in writing and shall either be served by personal delivery, certified or registered mail, return receipt requested, all charges prepaid unless otherwise agreed in writing between the parties. Notices shall be deemed given when personally delivered or mailed, except that notices of change of address shall be effective only after actual receipt.

You give your and your entity's express permission to be contacted by The Sam Bernstein Law Firm, PLLC through any email address or telephone number you provide in connection with our Gift and/or Donation.

If we determine that you and your organization will be a recipient of our giving we will notify you by email and/or telephone. If we do not receive your reply via email and/or telephone within

48 hours of the time of our email and/or telephone call, we will not proceed with the Gift and/or Donation to you or your organization.

The Sam Bernstein Law Firm, PLLC reserves the right to amend these Terms or to terminate this Gift and/or Donation. Any provision of these Terms deemed unenforceable will be enforced to the extent permissible, and the remainder of these Terms will remain in effect.

Please confirm your acceptance of, and agreement to, these Terms and this Agreement by signing in the place indicated below.

**ACCEPTED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

Recipient

By: \_\_\_\_\_  
its \_\_\_\_\_

The Sam Bernstein Law Firm, PLLC

By: \_\_\_\_\_  
Mark Bernstein