

Glass Card Contract of Agreement

This agreement, dated as of _____ (“effective date”), is made by and between GLASS CARD LLC, (the “Company”), and _____ (“Vendor Representative”). The parties acknowledge that the rights and obligations hereunder shall be deemed by the parties to be effective as of the Effective Date. The parties acknowledge that they have the proper authority to make such an agreement for and in behalf of their respective businesses as well as possess the rights and means to fulfill all matters that are contained in this agreement.

Validation

The VENDOR agrees to both offer the discount provided to Glass Card and ensure all current employees, partners, and associates as well as all future employees will be properly trained how to recognize, validate, and physically input the correct vendor validation code into all Glass Card user devices upon presentation and redemption of a presented discount coupon. The VENDOR further understands that they are responsible for the privacy of the validation code and ensuring that all employees, partners and associates do not disclose this code except upon physically inputting the code into Glass Card user devices.

Terms

The VENDOR agrees to the terms listed above and will honor and/or ensure employees are trained to honor the discount whenever a user presents their glass card for deal redemption. This includes but is not limited to the deal description, dates, times, etc.

Merchant Service Fees

Glass Card reserves the right to mark-up the deal price to any price higher than what was offered by the Vendor upon creation of the deal. The difference between the agreed discount price offered by the Vendor and the final markup price will go to Glass Card. Other reasonable payment processing fees may apply.

Payment

Glass Card LLC receives payment from website and app users upon the purchase of the deal. Glass Card LLC will hold all funds from purchase including sales tax until a purchased deal is validated and the correct verification code is input into the user’s device. Upon presentation of a currently offered discount, the vendor “verification code” must be input into the user’s device to verify that the discount deal has been purchased. Once the correct verification code has been input into a user device, Glass Card LLC will forward the payment to your account. The payment will be the full purchase amount minus the fees for merchant services. The payment that will arrive to the business will include sales tax. It is the responsibility of the Vendor and his/her business to pay the sales tax for each purchase made through Glass Card LLC to the state in which the Vendor or his/her business resides. Payments are made via ACH after every day a business makes a sale on the app. Please allow a few days of processing.

Glass Card LLC is not liable, accountable, or responsible to the Vendor or User for any loss, stolen, or disappearance of any personal information or funds before, during, or after the money is received, held, or sent through transactions. Glass Card LLC cannot be held liable or accountable to the Vendor or User for any damages, loss or any malfeasance to their personal property or their establishment. Glass Card LLC cannot be held liable, accountable or responsible to the Vendor or User for any loss of funds, loss of personal information, stolen personal property or replacing and/or reimbursing any personal information, loss of funds or any stolen banking information, ie (accounting and routing numbers, checking account numbers), or any other form of personal or payment information.

Logo

You hereby grant to Glass Card LLC a non-exclusive royalty-free license to use, reproduce and edit your business logo, name, or any identifier to be used on our website (glasscard.org) and the Glass Card app to advertise your business.

Indemnification

The VENDOR shall defend and indemnify GLASS CARD LLC and its directors, officers, and employees, and stockholders, (collectively, "Indemnified Parties") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to real property resulting from any negligent act or willful misconduct of THE VENDOR except to the extent that such Losses result from, in whole or in part, (a) the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them.

Choice of Law

This contract shall be governed and construed in accordance with the laws of NEVADA, excluding that State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of NEVADA excluding that State's choice-of-law principles.

Dispute Resolution

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered into court subject to the terms in "Choice of Law."

Submission

By agreeing to this contract you acknowledge that you have an understanding of how payment works and commit to adhering to the rules, regulations and processes in this agreement with Glass Card LLC. You have reviewed the above information and confirm the information is correct. Upon submission your deal will appear live on the Glass Card app and will remain there for the duration of this agreement.