



MemberClicks

RFI Response



Database and Website Redevelopment Project

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We've put together this document to help answer frequently-asked questions, explain our setup options and give you a more in-depth look into our company.

If you have any questions, you can always reach out at brianmccarron@memberclicks.com

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What is MemberClicks?

MemberClicks is a membership management software provider that equips organizations with everything they need to completely manage their memberships and much more.

From professional and trade associations to chambers of commerce to association management companies — we've got the technology, tools, resources, and support that your organization needs to succeed. Our software solutions coupled with the expertise of our team act as a direct extension of your staff — empowering you to save time and money, and transform the way that you serve your members.



Mission and Values

Here at MemberClicks, our mission is to empower member-based organizations to thrive through refreshing technology and a heart for service. And we don't take that mission lightly.

Every single thing that we do goes back to that overarching mission. Seriously — we've built an entire culture around providing our customers with a shockingly refreshing experience.

So what does it mean to have a "shockingly refreshing" experience? Every encounter with MemberClicks should leave you feeling pleasantly surprised, empowered and energized. We take things very personally around here, and we live and breathe our company values — because we genuinely care.



Why MemberClicks?

MemberClicks has delivered refreshing technology to member-based organizations since 1998.

In fact, we were the first software as a service (SaaS) provider in the association industry focused on small to mid-sized staff associations and chambers of commerce.

Needless to say, we get you.

- Of our 3,000 (and growing) customers, roughly 2,600 are associations — with about 45% of those being trade associations across hundreds of industries.
- We've been serving the chamber industry for over 20 years, and we're the technology partner to roughly 400 local, state and metro chambers of commerce.
- We are an official Event Partner of the American Society of Association Executives (ASAE) and proud to be a founding member of ASAE's Small Staff Committee.
- Since 2013, we've been the official sponsor of the ACCE Chamber of the Year Award, promoting the growth and development of member organizations and recognizing excellence in the chamber industry.
- Our staff has a combined 100+ years of experience working in associations and chambers.

If you're like most associations, you'll probably be able to relate to these statements:



You have limited time.



You're short on resources

— both staff-wise and budget-wise.



You need a technology partner

who understands you and your association.



You want to increase the value

you're providing to your members.

A Delightful Experience

At MemberClicks, we set you up for success because we believe that if you succeed, we succeed.

From highly personalized sales and onboarding experiences to excellent customer support, we're here to exceed your expectations on every level and guarantee that each step of your journey with us will be delightful.

Get to know us!

MemberClicks has offices located in Atlanta, GA; Indianapolis, IN; and Vancouver, Canada. We have around 130 people on staff.

If you're ever in any of these areas, let us know! We'd love to take you out to lunch.



Onboarding

As soon as you join the MemberClicks family, our first priority is to get you smoothly up and running with your new database.

- From start to finish, the entire onboarding process is tailored around your organization's needs and is designed to set you up for success.
- Right out of the gate, you'll be introduced to your Onboarding Specialist who will guide you through the setup process. On average, the onboarding process takes about 9 weeks to complete. However, the pace ultimately depends on your project's complexity and how much time you're able to dedicate to keep the ball rolling.
- Once your setup and training have been completed, we'll officially transition you to the driver's seat to take the wheel! Remember, our dedicated team of experts is always here to help provide you with ongoing best practices, software training and support resources.



Help Center and Support

Our Help team is available to give you the support you need, when you need it.

- Product Experts can be reached Monday through Thursday from 9 AM — 8 PM ET and Friday from 9 AM — 6 PM ET.
- You'll interact with our team of experts through live online chat and phone, or simply submit a support ticket via our Help Center.
- If you have an urgent issue outside of normal office hours, we offer free, around-the-clock emergency phone support.

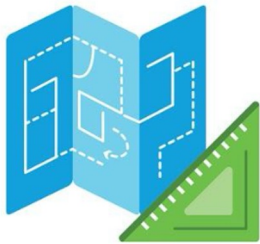


Software Training

MemberClicks places a high emphasis on product training. Whether you're a new MemberClicks software user or you're a veteran looking to advance your skills, we offer a variety of convenient training opportunities to meet your needs and ensure you're maximizing the use of your technology.

Software training opportunities include:

- Product training webinars
- Regional training events
- Onsite training
- MemberClicks Annual User Conference



Development, Quality, and Deployment Processes

We've got a customer-centric culture that puts you first. We are adamant about understanding our customers' goals and challenges because we want to make sure we're developing the right software solutions to help them achieve the ultimate level of success.

- We love to hear your ideas! All of our product decisions are based on customer input, and we encourage our software users to provide product feedback that will make our software better.
- After carefully assessing and prioritizing product feedback, our team of experts take the time to fully understand every aspect of the project at hand — and once we've done so, we use an agile framework (specifically, Kanban) to execute software development best practices.
- During the development phase, automated integration test scripts are used by our dedicated QA team to thoroughly test all changes and ensure that the software exceeds quality expectations.
- We frequently pre-release product updates to a sample group of customers (beta testing). When the new features are officially launched, they've actually been live for weeks or months, meaning there's no disruption to the system or our customers.

All about our software

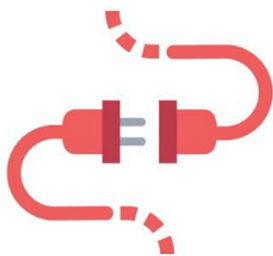


Our Security

At MemberClicks, we understand how important data security and compliance is to your organization. As a SaaS provider, we make security a top priority so that you have the greatest possible stability and confidence in your data at all times.

- Our reliable data centers operate non-stop and are monitored 24/7/365.
- As this is your data that we are taking care of, we ensure it's yours to access at any time.
- Our data center network infrastructure provides multiple security layers and powerful network connectivity to ensure the complete protection of your mission-critical data.
- We have well-equipped, backup-dedicated data storage devices on a rolling 7-day cycle so that your important files are fully protected.

For more information, please review our security policy at memberclicks.com/security.



Add-On Products, Services and Integrations

Connect with the tools you're already using or kick it up a notch with one of our awesome add-ons.

MemberClicks' software solutions are configured to meet your needs — and, while our technology includes a wide range of features on its own, we want to ensure that you have all of the functionality you need to enhance the productivity of your staff and deliver more value to your members.

We offer an open API, as well as a number of add-ons and integrations that give you the ability to extend the features and functionality of your database, some of which are listed below.

Integrations

- Job Board
- Payment Processor
- Online Social Community
- Learning Management System (LMS)
- eCommerce Store
- Accounting Software Package

Add-On Products and Services

- Abstract Management Software
- Mobile Conference Application
- Premium Website Design

Don't hesitate to ask about specific companies we partner with!

[Click here](#) to find out more about MemberClicks' Add-ons!

** Please note some integrations and add-ons vary per product line.*

Full Feature Set

Oasis, a MemberClicks software solution for **small-staff organizations**, is a **seamless, all-in-one** solution designed to make your organization run **smoother** and your work life **simpler**.

It can stand alone as a membership website or seamlessly integrate with your existing site.

Oasis is a highly flexible permission-based system that enables you to:

- Store and search through custom profiles and prospects in a secure online database.
- Automate your membership applications and dues renewals.
- Support organizational memberships.
- Send personalized, targeted or broadcast emails.
- Accept, promote and manage event registrations.
- Easily manage your website with a powerful CMS and responsive design.
- Engage your members with a social community.
- Generate comprehensive reports on members, forms and revenue.
- Handle payments and invoices with integrated accounting.

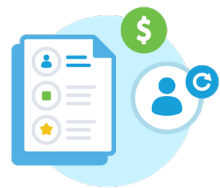
All of this is included in our powerful all-in-one solution that integrates a membership database with a website, community and event registration forms.



Membership Database

The membership database conveniently stores all member and prospect data and puts it to work for you.

- View a breakdown of membership by member type and dues status for a snapshot of the health of your membership.
- Track member activity (email opens, form submissions, event registrations, etc.) and prospect activity (emails sent, meetings attended, etc.) in detail, over a given period of time.
- Quickly find profiles using multiple search criteria, and save that criteria for even quicker searches in the future.
- Merge duplicate records while keeping important transactional data.
- Track an unlimited number of completely custom fields in profiles (including images and attachments).
- Set access permissions based on user groups.
- Enable members to login and update their own profile information.
- Perform mass and partial updates as needed.
- Allow membership discount codes for particular memberships.
- Track continuing education on a profile level, empower individuals to self-report credits and house certificates, and allow learners to export transcripts.
- Examine member engagement based on login activity.



Dues Renewals & Member Applications

All submitted member applications automatically create a profile in the database, telling the system to enable automated dues renewal management features.

- Add custom member application forms to your website.
- Set deadlines for dues, and automatically update member status as deadlines pass.
- Allow members to enable automatic recurring renewals or make one-time dues payments through your website.
- Quickly configure grace periods with intuitive settings that automatically update member username and password privileges, or leave them pending until verification and approval.
- Increase retention by enabling reminders for lapsed members.
- Send out automated, personalized emails about deadlines and scheduled payments.
- Automatically generate invoices for dues payments.
- Enable quick renewals with “one-click” capabilities.
- Offer membership discounts to reward loyalty or promote deals during certain times of year.



Individual & Organizational Memberships

If your membership is comprised of both individuals and organizations, our system is powerful enough to handle both member types.

- Link individual member profiles to associated organization profiles.
- Allow key contacts to quickly register multiple member profiles for events.
- Assign key contacts the permission to add, remove, or update profiles linked to the organization.
- Offer flexible dues pricing that can be calculated from multiple selections.
- Use consolidated invoices for easy accounting.
- View all individual activity from within the organization profile and vice-versa. (Data cascades from organization profile to linked individuals.)



Event Registration

Collect event registration information and payment with our customizable, online forms. Once registrants enter the system, managing and gathering that data is a breeze.

- Allow website visitors to register, pay, and receive an automated, customized confirmation email to help ease the event registration process.
- Capture memberships on your event registration forms by giving registrants a join option.
- View how many form submissions are in progress and contact those users directly to encourage form completion.
- Enable registration for break-out sessions all in one form.
- Create discount codes that registrants can apply for special pricing.
- Build an unlimited number of event registration forms with as many fields as you need.
- Enable “early bird” and other date-based pricing tiers that automatically apply as dates pass.
- Email all (or specific groups of) registrants with just a few clicks.
- Allow one person to fill out multiple registrations at once.
- View event dashboards which provide quick insights into registrations, revenue, and form selection.
- View event registrations and attendance directly on member profiles.
- See new members acquired through any type of form submissions so you can track the recruiting effectiveness.
- Allow flexible guest registration with the ability to control whether guests get member or nonmember pricing.
- Enable an online review process, and allow designated reviewers to collaborate on submissions through comments and ratings.



Email Marketing

It's never been easier to communicate with your entire database – or send targeted, personalized emails to any of the specific groups within it.

- Allow administrators to send emails – including attachments.
- View results for all email marketing efforts, including open rates, bounces, clicks, and more.
- Automate your efforts by composing messages and scheduling them to automatically send on a specified date and time.
- Track message history, read rates, bounces, and other important stats.
- Design attractive emails, complete with images and formatted text – great for newsletters, event promotion, association content, and more!
- Give members the control to easily opt-out of emails, making your association compliant with email marketing regulations.



Accounting and Payment Processing

Whether it's setting up payment processing, processing invoices, or exporting financials for use in an accounting program, we've got the tools to meet your financial management needs.

- Compliant with the highest standard for security – rest easy knowing we're certified as PCI-DSS Level 1 compliant.
- Accept credit card and EFT / E-Check payments with integrated payment processing from Payscale Payments.
- Manage transactions quickly with a searchable list of invoices.
- View transaction information and invoices on member profiles.
- Track, manage, and export revenue account data for use in accounting systems. (Data can be exported as an IIF Quickbooks file or as a CSV for import into other accounting packages.)
- View reports on revenue, receipt, and member data over time with customizable start and end periods.
- Use separate revenue accounts for different types of payments using the same form. (For instance, one account for dues and another account for donations.)
- Automatically generate invoices for every transaction.
- See the total of all payments processed.



Member Website & CMS

Elevate your organization's brand and reinforce its credibility while effectively engaging your members and prospects with a modern and responsive website. Our easy-to-use content management system empowers your team to effortlessly maintain an industry-leading site that integrates with your database.

- Build pages from scratch, or transfer content to work off of with easy editing tools. (No coding experience required!)
- Store documents and images online for easy access for staff and members.
- Use integrated Google Analytics functionality to get comprehensive website statistics.
- Tag all of your images, documents, and other media to keep them organized in folders.
- Use the sponsor advertising component to display and track any type of sponsor ads.
- Customize content delivery by creating pages and sections that display based on permissions: public vs. private, member vs. non-member, board member only, etc.
- Create a dynamic, engaging home page with options to include only the most important and relevant information.
- Build forms of all kinds to collect information from website visitors.
- Offer surveys and perform certified elections directly on your website with real-time reporting.
- Add and manage relevant RSS feeds.
- Strengthen membership value with a password-protected portal that houses restricted content and information.
- Give committees their own private area where they can collaborate with messages and file sharing, complete with email notifications when new information is posted.
- Provide valuable referrals to members by allowing website visitors to search by address or zip code to find local providers.
- Display event information in a calendar on your website that links directly to registration forms.
- Enable on an online review process, and allow designated reviewers to collaborate on submissions through comments and ratings.



Happy with your current site?

Keep it! We can still give you the freedom to easily add and edit new pages by integrating it with your database and forms.



Member Community

Drive member engagement with our online community, but customized specifically for your organization!

- Offer members-only online networking, allowing members to make their own connections, share photos, and send member-to-member messages.
- Encourage networking with the searchable online directory.
- Allow members to interact in special interest groups via user-created circles.
- Display upcoming events to further drive registrations.
- Use discussion forums to post messages and share files.
- Moderate access and activity with permissions of your choice.
- Offer topic-specific email subscriptions that allow members to actively discuss their specific interests – members can access these messages and options directly in their user profiles.
- Notify members when their connections post, send e-list messages, and much more via the activity stream.



“The help desk is wonderful. The response time is quick and the MemberClicks staff is incredibly friendly. The whole process, from speaking to the sales team to the onboarding process has been a breeze. Everyone has been extremely helpful and a pleasure to work with.”

Amanda Lane, former Executive Director, Pennsylvania Society of Association Executives



“Over the last seven years almost all of our clients have moved to MemberClicks for more efficient, streamlined services. Working with MemberClicks has been a fabulous partnership because there has been a lot of reciprocal help. We recommend them to nearly all of our clients, and it’s easy to train our people on the software.”

Lindsay Jennings, Director of Marketing and Events, SBI Association Management



“The dashboard gives us an excellent snapshot of where our numbers are and makes it easy for us to navigate to all the different areas we need. I can’t say enough about how wonderful it is to work with MemberClicks. This is one of the best database management systems I’ve ever worked with and the staff is truly incredible.”

Robyn Silvey, Chief Operating Officer, Missouri Pharmacy Association

Looking for **more?**

Do more with connected software from MemberClicks! Discover how our integrated software solutions can streamline your work and elevate your mission.



Learning Center



Continuing Education Flow Management



Content Library



Reports and Insights



Administrative Convenience



MC | LMS

With our full-scale learning management software, manage certification programs, track continuing education credits, store documents, host on-demand webinars, and more.

- Seamless integration between MC | LMS and your MemberClicks association management software.
- Enhance user experience and save administrative time with a seamless integration between MC | LMS and your MemberClicks association management software.
- Manage, organize, and safely store your documents and videos.
- Admin dashboards provide high-level insights into course packages, users, and overall course completion.
- Provide aesthetic continuity from your website to your learning management system with a branded, user-friendly solution — whether accessed from a desktop, phone, or tablet.
- Customize payment on courses and packages, and create even more flexible pricing options for different members with the Oasis AMS integration.
- Robust reporting capabilities to pull reports at the user or course level to track completion and progress of everything from certificates, CEUs, and beyond.
- Have authored content? MC | LMS supports modern industry interoperability standards, such as SCORM and xAPI, to drop in your files and get learners started simply.



“[We’ve gotten] more paid listings in a matter of weeks than we see in a year!”

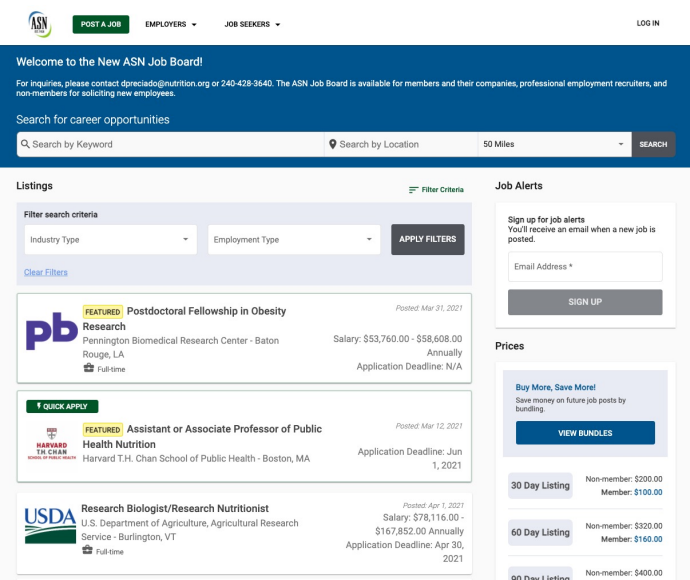
Kiri Stroh, *Operations Director*,
New Hampshire Providers Association

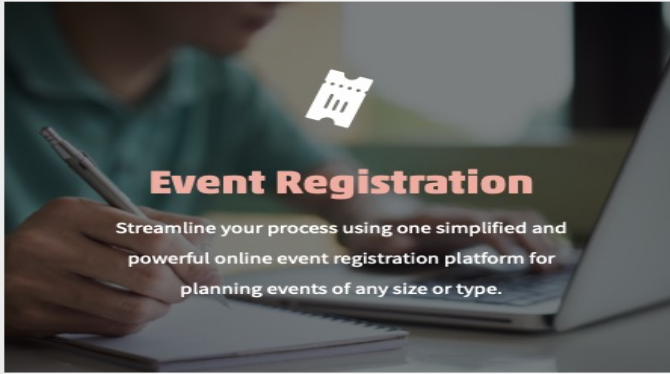


MC | Job Board

MC | Job Board gives associations the power to build membership value and generate revenue through an easy-to-use, branded job board that integrates with your Oasis AMS.

- With a friendly user experience for posting new jobs and managing existing ones, earn more revenue from posters who value getting in front of the high-quality candidates in your audience.
- Easily create a job board that will attract eager candidates with sought-after skills. Encourage repeat use through helpful tools such as alerts, keyword search, and resume bank exposure.
- Build a job board that showcases attractive opportunities in jobseekers’ specific fields that are more likely to align with their criteria and advance their careers.
- Highlight featured posts and enable them to automatically push to the Google Jobs Network.
- Personalize your job board for your organization and ensure responsiveness on all screen sizes for a seamless experience on any device.
- Allow candidates to post their resumes, while giving employers with job posting permission to view the collection of resumes.
- Enable automatic sharing of jobs on Facebook, Twitter, LinkedIn and email with the click of a button, easily expanding your job site’s reach and effectiveness with job seekers, as well as attractiveness to employers.





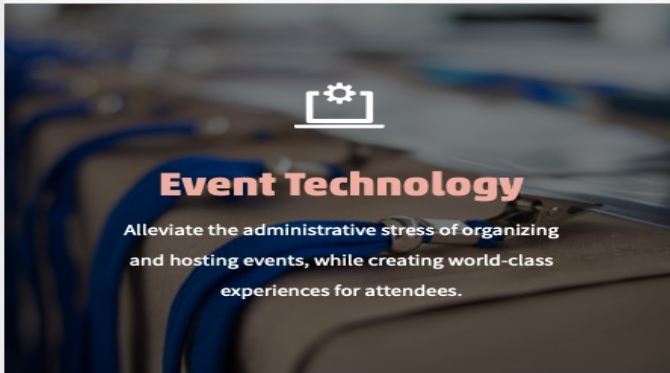
Event Registration

Streamline your process using one simplified and powerful online event registration platform for planning events of any size or type.



Event Promotion

Increase awareness and attendance of your events while establishing effective communication with attendees and building loyalty.



Event Technology

Alleviate the administrative stress of organizing and hosting events, while creating world-class experiences for attendees.



Virtual Conferences

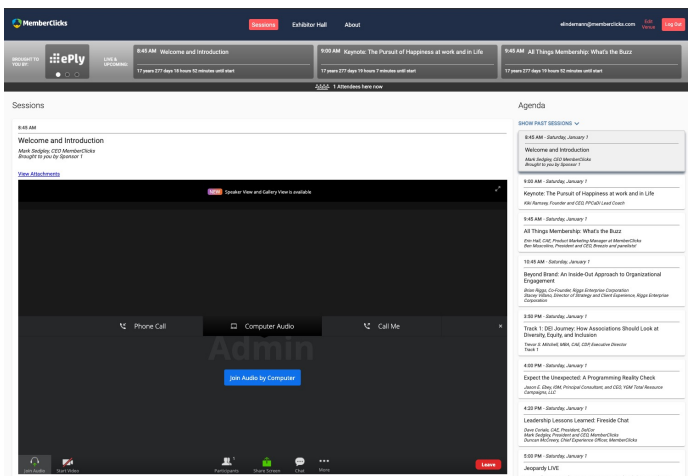
Promote, organize, and host your next event using ePly's virtual event software, Virtual Venue.



ePly Virtual Venue

Create the ultimate online conference experience for your virtual guests and generate revenue while providing new opportunities for education and engagement. Extend the reach of your live multi-session events and conferences to more attendees, regardless of where they are.

- Transform an in-person event to virtual experience in days.
- Track and give access to registrants through ePly.
- Customize the look and feel of your Virtual Venue according to your organization's brand.
- Protect the value of your event with login credentials and permissioned access.
- Engage attendees with an ever-present lobby bar showcasing important details.
- Support single and multiple Zoom sessions in a day-of conference destination, avoiding the overhead of manual Zoom management.
- Host as many exhibitor spaces as you can sell with an ever-scrolling page design to give ample visibility to all exhibitors.
- Showcase exhibitors' company information, contacts and promotional videos with ease.
- Connect your exhibitors with attendees looking to purchase with the built-in lead retrieval tool.
- Promote sponsors with a dedicated space for sponsor recognition.
- Gain insight on event performance with reporting available through ePly.



MemberClicks General Terms And Conditions

1. PARTIES.

The parties to this Agreement (as defined below) are MemberClicks, Inc., (“MemberClicks”) and the client (“Client” or “You”) accepting and agreeing to this Agreement through the ordering process for the Services (as defined below) on the MemberClicks website (www.memberclicks.com or any successor URL used by MemberClicks) (the “Website”) or through such other ordering process (including without limitation, through a written invoice or by email) as may be instituted by MemberClicks. Please review this Agreement carefully, as it governs your purchases on the Website and constitutes a binding legal agreement between you and MemberClicks. By ordering the Services through the Website You signify your acceptance of this Agreement, as it may be amended from time to time, in MemberClicks’ sole discretion. All changes to this Agreement are effective when posted on the Website, provided that the Fees may not be amended or revised until the next applicable renewal Term.

2. CONSTRUCTION.

The “Agreement” includes these General Terms and Conditions, the Standard Terms and Conditions for Compliance with the General Data Protection Regulation, the General Billing Policies (“Billing Policies”), any additional terms and conditions that may be set forth on the Website as part of the ordering process for the Services, and any amendments, addenda, purchase orders, or invoices agreed upon by the parties in writing, which are collectively incorporated herein and made a part of this Agreement. Billing Policies can be found at www.memberclicks.com/billing/policies.

3. SERVICES.

3.1 MemberClicks will provide the services requested by Client through the online ordering and activation process set forth on the Website (the “Services”). Subject to the terms and conditions of this Agreement, MemberClicks grants to Client a non-exclusive, non-transferable license (without the right to sub-license) to access and use the Services in accordance with any related documentation and use rights as may be set out on the Website or otherwise communicated to Client during the term of this Agreement. Nothing in this Agreement shall be construed to grant Client any rights in MemberClicks’ software and services beyond those expressly provided herein. Client must not remove any notice of proprietary rights from the Services. MemberClicks may, in its discretion, utilize third party products, services, or technology in providing of the Services.

3.2 The Services may allow a user to access or link to other sites on the Internet, including Client’s web site(s). MemberClicks does not control the content, services, or areas of the Client’s web sites(s) or any other third- party sites or sites that are linked from within the Services and Client acknowledges that MemberClicks is not responsible for the content of these sites. MemberClicks does not prescreen the information including personal information that may identify an individual, graphics and other material and services posted on the site and/or the Services by Client and its members (collectively “Content”), and MemberClicks is not responsible for any Content or Client Content (as defined below) that is inaccurate, unlawful, abusive, obscene, defamatory, libelous, fraudulent, tortuous, invasive, or offensive. Client

MemberClicks General Terms And Conditions

acknowledges that Client is solely responsible for the Content and Client Content posted or provided by Client and its members and that MemberClicks is not responsible for the accuracy, completeness, timeliness or usefulness of the Content that is placed on or distributed through the Site. Client and its members must evaluate and bear the risk associated with any reliance on the accuracy, completeness, timeliness or usefulness of any Content.

3.3 The Client Content and Client's data including the Personal Data of its members is the property of the Client and its members. MemberClicks is the owner of all right, title and interest in and to the Website, the Services, any software or technology used to provide the Services, the MemberClicks Marks, and all associated copyrights, trademarks, and other intellectual property rights in any of the foregoing.

4. PAYMENT OF FEES.

Client agrees to pay MemberClicks the fees for the Services as set forth and agreed upon through the ordering process on the Website ("Fees"), which shall be due and payable in accordance with the Billing Policies. If Client in good faith disputes any charges, it shall timely pay all undisputed charges in accordance with the Billing Policies, and within ten (10) days of the invoice date give MemberClicks notice of the disputed amount(s) and rea-son(s) therefore ("Dispute Notice"). MemberClicks shall review any such notice promptly. If MemberClicks determines that Client was billed in error, a credit memo for the amount billed incorrectly will be applied to the invoice in which the incorrect charge appeared. If Client does not timely submit a Dispute Notice to MemberClicks, such invoice shall be deemed to be correct and final. In the event Client fails to timely pay an invoice and has not timely submitted a Dispute Notice in accordance with the Billing Policy, MemberClicks may immediately suspend the Services, in whole or in part (without any refund or credit to Customer), and/or terminate this Agreement as set forth herein in which event all outstanding Fees shall become immediately due and payable. Client shall be responsible for and shall pay any and all local, state, federal and non-United States taxes or similar assessments or charges (including any interest and penalties imposed thereon) regardless of when such taxes are assessed and regardless of whether such taxed are assessed on MemberClicks or Client, other than taxes based on the income of MemberClicks, arising out of this Agreement.

5. CHANGES TO FEES.

MemberClicks may change any of the Fees upon the commencement of any renewal Term by giving thirty (30) days-notice to Client, which may be given in writing or by email to the address on file, provided that any increase in Fees for a Client receiving Services that have a minimum Term of one (1) year shall be capped at no more than 5%. It is the Client's responsibility to keep their account information current. MemberClicks is not responsible for notices that are undeliverable due to Client's account information not being current. For Services based on a month-to-month Term, if Client fails to deliver a termination notice to MemberClicks within thirty (30) days of MemberClicks' notice of the Fee increase, then Client shall have accepted the increased Fees.

MemberClicks General Terms And Conditions

6. TERM.

The term of this Agreement (the “Term”) shall be considered effective as of the first day of the month in which Client completes the ordering process for the Services on the Website (the “Effective Date”) and shall continue for such term length as indicated on the Website based on the Services ordered, and as confirmed by MemberClicks through its invoicing process, or such other period of time as may be agreed upon by the parties in writing, until otherwise terminated in accordance with this Agreement. The Term for the Services shall automatically renew for additional terms equal in length to the original Term. By example, if You order a Service that is month-to-month, then any renewal Term shall be on a month-to-month basis; however, if You order a Service that is one (1) year Term, then the Service will auto-renew for additional one (1) year Terms. Any renewal Term may be subject to pricing adjustments as set forth in these General Terms and Conditions and/or the Billing Policies.

7. TERMINATION; REMEDIES.

7.1 Termination for Client’s Convenience. Client may terminate this Agreement or any Services at the end of the Term for the particular Service(s) without cause. Notice must be given to MemberClicks in accordance with the requirements set forth in the Billing Policies. With regard to any Services purchased by Client with a minimum Term length, Client may terminate this Agreement by providing MemberClicks with written notice at least sixty

(60) days prior to the commencement of any applicable Renewal Term. In the event that Client does not provide at least sixty (60) days-notice, Client may terminate the Agreement at the end of the current Term, but shall be required to pay MemberClicks a termination charge equal to two (2) months of fees by the end of the sixty (60) day notice period.

7.2 Termination by MemberClicks. MemberClicks may terminate this Agreement and all Services without notice in the event (a) Client is in breach of this Agreement, or (b) Client ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, or becomes the subject of any proceeding relating to liquidation or insolvency. MemberClicks may terminate this Agreement for any reason upon ten (10) days written notice to Client, which notice may be done via email to Client.

7.3 Effect of Termination. In the event of termination of this Agreement, Client and its members’ passwords will be deactivated and Client and its members shall no longer have access to or be able to use any of the Services for any reason. Client’s basic monthly fee will not be refunded or prorated for the remainder of the month in which the Agreement is terminated. Client may download all of its data prior to the effective date of termination. In the event that Client fails to download its data prior to the effective date of termination, MemberClicks may provide a limited data set to Client based on the exportability of the data from the Services (as determined by MemberClicks), provided that (a) Client may be required by MemberClicks to have all fees, penalties and late fees paid in full, and (b) Client shall be responsible for paying all applicable service fees (including any data recovery fees). Client acknowledges, understands, and agrees that, in accordance with MemberClicks’ standard operating procedures, data for non-active accounts is permanently purged from the Services and system sixty (60) days after the Client’s use of the Services has been terminated or expired. Additionally, cancellation or termination of this Agreement (in whole or in part) or

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the Client's access to or use of the Services shall not affect any agreement between Client and a third party service provider for any products or services related to the Services.

8. OBLIGATIONS AND COVENANTS OF CLIENT.

8.1 Compliance; Responsibility For Members. Client shall comply with all terms of this Agreement, including without limitation the restrictions contained in Section 10 below, and shall ensure that all of Client's members and clients comply with the terms of this Agreement. Client shall comply with all applicable, international, federal, state/provincial and local laws and regulations, and will respect and not violate the rights of third parties (including any intellectual property rights of a third party in any Client Content and any and all privacy laws), in the performance of its obligations hereunder. Client represents and warrants that it will not provide or upload any materials, including the Client Content, to MemberClicks or the Services that actually, or could potentially, violate a third party's intellectual property rights. Client is responsible for all acts or omissions of its members. Client will immediately notify MemberClicks if Client becomes aware of any violation of the terms of this Agreement by Client or any of its members or clients. MemberClicks reserves the right to terminate Client's or any member's access to all or any part of the Services if, in MemberClicks' sole discretion, Client or such member is violating this Agreement.

8.2 License To Client Materials. Client hereby grants to MemberClicks a non-exclusive, worldwide, royalty-free, irrevocable (for the term), fully-paid, sublicensable license for the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, process and otherwise use the Client Content as necessary to render the Services to Client under this Agreement. "Client Content" means all text, pictures, sound graphics, video and other data including personal data as defined under the General Data Protection Regulation or copyrightable material, whether owned by Client or a third party, supplied by Client to MemberClicks to be included in the Services, as such materials may be modified from time to time. Client shall cause its members' to assign to MemberClicks the same rights and privileges that Client has granted to MemberClicks pursuant to this Section 8.2.

8.3 Promotional Materials. Client shall have the right to use the MemberClicks name, trademarks, service marks and logo (together, the "MemberClicks Marks") in order to promote any of the MemberClicks services to its members. Prior to any such use, Client must obtain MemberClicks written approval for all such uses. Client understands and agrees that any use of MemberClicks Marks in connection with this Agreement shall not create any right, title or interest, in or to the use of the MemberClicks Marks and that all such use and goodwill associated with the MemberClicks Marks will inure to the benefit of MemberClicks.

8.4 Advertisements. Some services may include the ability for Client to upload and display banner advertisements ("Advertisements"). Client is solely responsible for the terms and conditions pursuant to which it provides the Advertisements, securing appropriate releases/permissions/licenses required in order to use, copy, perform and display the Advertisements, and the content of the Advertisements, which will be considered Client Content.

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8.5 Payment Services. MemberClicks contracts with third-parties to enable Client to process and accept payments over the internet (“Payment Services”). In the event Client uses any Payment Services, Client agrees to abide by, and accept any applicable third-party terms and conditions. MemberClicks will not be liable to Client for any acts or omissions by Client’s Payment Gateway and Merchant Account vendor. Although MemberClicks may act as a reseller for any Payment Gateway or Merchant Account vendor, those resale services are available to Client only through its own direct agreement with the vendor.

9. OBLIGATIONS AND COVENANTS OF MEMBERCLICKS

9.1 Privacy And Security. MemberClicks will not transmit, modify, reproduce, display, copy, promote, use, sell, market to, or distribute Client’s member’s information to third parties, including members’ passwords, except to Member-Clicks’ third party service providers as may be needed in order to provide the Services. MemberClicks will not send any communications to Client’s members without the prior written or email consent of Client. MemberClicks uses industry standard measures to ensure; the ongoing confidentiality, integrity, availability and resilience or processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process is in place for regularly testing, assessing and evaluating the effectiveness of technical and organization measures for ensuring the security of processing. Despite the above measures, MemberClicks cannot and does not guarantee, and further disclaims any and all warranties regarding the security of the Services, the Website, the data stored on MemberClicks’ computer system, or the Client Content.

9.2 Services Maintenance. MemberClicks will use commercially reasonable efforts to ensure proper backups and maintain the hardware and/or software involved in providing the Services with a high level of quality and performance consistent with industry standards. MemberClicks reserves the right to designate time periods during which it may limit or suspend the availability of the Services to perform necessary backup, maintenance or upgrades (each, a “Scheduled Maintenance Window”). Scheduled Maintenance Windows, during which maintenance or upgrades may be performed, currently are each Wednesday and Sunday between the hours of 12:00 midnight and 6:00 am, Eastern Time. MemberClicks is not obligated to inform Client of any period of unavailability during Scheduled Maintenance Windows. In addition, MemberClicks and its subcontractors reserve the right to perform any required, emergency maintenance work outside of the Scheduled Maintenance Window without prior electronic mail or other notice to Client.

9.3 Backup Of Hosted Content. While MemberClicks may backup the Content and Client Content input through the Services under this Agreement, MemberClicks shall not be responsible for the preservation of any Content or Client Content. In addition to those backups maintained by MemberClicks, Client is responsible for maintaining its own, independent backups of all Content and Client Content. MemberClicks shall not be liable in any way for the destruction, corruption or other loss of any Content or Client Content. Any restoration of Content or Client Content from backups performed by MemberClicks at Client’s request may be subject to payment of applicable fees.

9.4 Privacy And Personal Information. Client acknowledges and agrees that the use of the Service by Clients and its members shall be subject to the Privacy Policy, which may be found at www.memberclicks.com/privacy. Client shall ensure that each of its members is aware of and understands the Privacy Policy and that

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the Services and each member's use of the Services is subject to the Privacy Policy and any and all privacy laws.

9.5 Privacy Policy for Controller Clients transferring Personal Data of Data Subject based in the European Union and European Economic Area. The terms of MemberClicks' Privacy Shield Privacy Policy shall apply to Personal Data processed by MemberClicks' on behalf of Controllers processing Personal Data of Data Subjects based in the European Union and European Economic Area in the course of utilizing the Services. These General Terms and Conditions shall incorporate the obligations as set forth in MemberClicks' Privacy Shield Privacy Policy. Additionally, MemberClicks shall comply with the terms set forth in the [Statement on Data Processing and Standard Terms and Conditions for Compliance with the General Data Protection Regulatory](#) which are incorporated to these General Terms and Conditions.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Client Representations and Warranties. Client represents and warrants to MemberClicks that: (a) it has the right to enter into this Agreement and to grant the rights granted in it; (b) it owns or has all rights to the Content and Client Content, and all other rights necessary to allow MemberClicks to provide the Services without violating any rights of a third party; (c) Client will only use the Services for lawful purposes and shall not under any circumstances use the Services to do any of the following: (i) upload or otherwise transmit any defamatory, harmful, obscene, threatening, vulgar, profane, or racially, ethically or otherwise objectionable material, as shall be defined and determined by MemberClicks in its sole discretion; (ii) upload or otherwise transmit files that knowingly contain a virus or otherwise corrupted data; (iii) violate the legal rights (including the rights of privacy and publicity) of others; (iv) transmit data in any manner that violates a state, federal or international law, rule or regulation against spamming or other prohibited communications, regardless of how such law defines spamming or other such prohibited activity; (v) send unsolicited email messages that provoke complaints from the recipients, which threaten harm to person or property, or which result in harassment of the recipient; (vi) send unsolicited email messages including, without limitation, commercial advertising, informational announcements, chain letters, or other solicitations; (vi) use resources not belonging to the customer, without the express permission of the resource owner, to relay email or other internet traffic; or (vii) falsify or forge email header information; (d) Client and its members shall not use any application or other means to add/ change/ delete or attempt to add/change/delete any data or content from MemberClicks' databases; and (e) Client and its members shall not modify, merge, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based upon, the Services or any of MemberClicks' intellectual property. The representations and warranties set forth in this Section shall survive the termination of this Agreement.

10.2 MemberClicks Representations and Warranties. MemberClicks represents and warrants to Client that: (a) it has the right to enter into this Agreement and to grant the rights granted in it; and (b) MemberClicks is a PCI Compliant Level 1 Vendor and that MemberClicks shall provide the Services in compliance with all applicable laws, rules and regulations. The representations and warranties set forth in this Section shall survive the termination of this Agreement.

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11. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNIFICATION

11.1 DISCLAIMER OF WARRANTIES. THE SERVICES, INCLUDING ALL CONTENT AND CLIENT CONTENT INCORPORATED IN THE SERVICES AND TECHNOLOGY USED TO PROVIDE THE SERVICES (INCLUDING ANY TECHNOLOGY, SOFTWARE, OR HARDWARE PROVIDED BY A THIRD PARTY), ARE PROVIDED “AS-IS” AND “WITH ALL FAULTS.” MEMBERCLICKS DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT WITH RESPECT TO THE SERVICES AND ANY TECHNOLOGY, SOFTWARE, OR HARDWARE PROVIDED BY A THIRD PARTY. MEMBERCLICKS DOES NOT WARRANT THAT THE USE OR OPERATION OF THE SERVICES OR THE MEMBERCLICKS WEBSITE WILL BE WITHOUT INTERRUPTION, SECURE OR ERROR-FREE.

11.2 LIMITATION OF LIABILITY. MEMBERCLICKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES RELATING TO (A) THE CLIENT CONTENT, (B) THE RESULTS THAT MAY BE OBTAINED OR DECISIONS MADE USING ANY PART OF THE SERVICES, OR (C) ANY DAMAGES RESULTING FROM UNAUTHORIZED THIRD PARTY MISUSE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL MEMBERCLICKS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RELATED TO LOSS OF DATA OR INFORMATION OR LOST PROFITS, RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING THE USE OF, OR INABILITY TO USE ANY OF THE SERVICES, OR ACTION OR INACTION WITH RESPECT TO THE WEBSITE, EVEN IF MEMBERCLICKS IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. MEMBERCLICKS’ AND CLIENT’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY-PERCENT (50%) OF THE TOTAL AMOUNT PAID BY CLIENT TO MEMBERCLICKS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES. ALL LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

11.3 Indemnity. (a) Indemnity from Client. Client shall defend and hold harmless MemberClicks and/or its shareholders, officers, directors, attorneys and employees (each, a “MemberClicks Indemnified Party”) from and against any third party claim, suit, damage, action, or proceeding brought against any MemberClicks Indemnified Party, and Client agrees to indemnify MemberClicks against any damages and costs (including reasonable attorney’s fees) incurred by any of the MemberClicks Indemnified Parties which arise out of, result from or are related to: (i) any breach by Client of this Agreement; (ii) the results obtained, products obtained, transactions attempted or processed, or decisions made by Client or any of its users of any Service; (iii) any act, omission, misuse or use of any portion of the Services by Client or any of Client’s members; (iv) the Advertisements; (v) any breach of any privacy laws or (vi) any claims of infringement of any copyright, patent or trade secret or other proprietary rights arising from the Content, Client Content, or from any unauthorized modification, enhancement or misuse of any Service by Client. If the Client receives Payment Services, the Client will additionally indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) either arising out of or relating to (i) the sale or use of any product or service sold by Client, (ii) claims brought or damages suffered by any third party relating to Client’s or its agent’s misuse of the Payment Services, (iii) claims by credit card holders that their credit cards were charged by Client without authorization, (iv) Client’s breach of any third-party terms incorporated into this Agreement by reference; or (v) revocation of Payment Services. Client shall not settle any such claim

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without MemberClicks' prior written consent. MemberClicks shall promptly notify Client in writing of any claim arising or potentially arising under this indemnity. (b) Indemnity by MemberClicks. MemberClicks shall defend and hold harmless Client and/or its shareholders, officers, directors, attorneys and employees (each, a "Client Indemnified Party") from and against any third party claim, suit, damage, action, or proceeding brought against any Client Indemnified Party, and MemberClicks agrees to indemnify Client against any damages and costs (including reasonable attorney's fees) incurred by any of the Client Indemnified Parties which arise out of, result from or are related to: (i) any breach by MemberClicks of this Agreement; (ii) any act, omission, misuse or use of the Content or Client Content; or (iii) any claims of infringement of any copyright, patent or trade secret or other proprietary rights arising from the Services. Client shall promptly notify MemberClicks in writing of any claim arising or potentially arising under this indemnity.

11.4 Cooperation with MemberClicks and Authorities. Each party will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity or violations of law. In addition, Client shall cooperate with MemberClicks in any corrective action that MemberClicks deems necessary to correct and prevent impermissible use of MemberClicks' Services by any of Client's end users, including without limitation, providing MemberClicks with all information necessary to investigate the suspected violation. In addition, MemberClicks may disclose information transmitted over its facilities where necessary to protect MemberClicks and its customers from harm, or where such disclosure is necessary to the proper operation of MemberClicks' Services.

12. MISCELLANEOUS.

12.1 Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal or state courts located in the city of Atlanta, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.2 Notices. Except as otherwise specifically provided in this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by email or fax, upon confirmation of receipt, (b) on the first (1st) business day following the date of dispatch if delivered by a recognized next day courier service, or (c) on the third (3rd) business day following the date of mailing if delivered by registered or certified mail return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

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If to Client:

The address and/or email address listed on the Order Form If to MemberClicks:

MemberClicks, Inc.

3495 Piedmont Rd NE, Building 12, Suite 110

Atlanta, Georgia 30305

Facsimile No.: (404) 879-0017

12.3 Entire Agreement; Severability; Interpretation. This Agreement, including the Billing Policies and any additional terms and conditions that may be set forth on the Website as part of the ordering process for the Services, and any amendments, addenda, purchase orders, or invoices agreed upon by the parties in writing, which are collectively incorporated herein and made a part of this Agreement, contains the entire understanding and agreement of the parties with respect to its subject matter, and supersedes any prior written or oral agreements between them with respect thereto. Except as specifically set forth in this Agreement, there are no representations, agreements, arrangements or understandings, written or oral, between the parties with respect to the subject matter of this Agreement. If any provision, in whole or in part, of this Agreement is held illegal or invalid by any court or administrative agency of appropriate jurisdiction, such provision or appropriate portion thereof will be deemed severable and the illegality or invalidity of such provision or portion thereof will not effect any of the remaining portions of this Agreement. In such event, the Agreement will be considered as if the illegal or invalid provision or portion thereof had not been contained in this Agreement. Where possible, the terms of these General Terms and Conditions and those of the Billing Policies and any additional terms and conditions that may be set forth on the Website as part of the ordering process for the Services shall be interpreted in such a manner as to avoid conflict. However, in the event of a conflict between any of the above mentioned documents, the documents shall be interpreted in the following order of precedence: General Terms and Conditions, Billing Policies and finally any additional terms and conditions that may be set forth on the Website as part of the ordering process for the Services.

12.4 Authority. By entering into the Agreement, the representative of Client represents and warrants that he or she is authorized by Client to enter into this Agreement, that Client has taken all necessary action to enter into this Agreement, and Client agrees to be bound by and subject to the terms of this Agreement.

12.5 No Agency; No Third Party Beneficiaries. This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative joint arrangement between the parties, and it shall be construed strictly in accordance with its terms. Client is not authorized to and will not, undertake or assume any obligation of any kind, express or implied, to conduct any business on behalf of MemberClicks. This Agreement is made solely for the benefit of MemberClicks and Client and does not and shall not be construed to grant any rights or remedies to any other person or entity.

12.6 No Waiver. The failure of either party to require the performance of any term, condition or portion of this Agreement or the waiver by either party of any breach of this Agreement will not prevent subsequent enforcement of such term, condition or provision, nor be deemed as a waiver of any subsequent breach.

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12.7 Amendments. Except as otherwise provided, this Agreement may be modified or amended in whole or in part by MemberClicks immediately upon posting the modification or amendment on the Website or through such other writing (including without limitation, through a written invoice or by email). Client's continued use of the Services following posting of the modification or amendment shall be conclusively deemed an acceptance of the modification or amendment, and Client's only right with respect to any dissatisfaction with any such modifications is to terminate this Agreement.

12.8 Force Majeure. If either of the parties is unable to perform or observe any or all of its duties or obligations or to exercise any or all of its rights hereunder, in whole or substantial part, because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure in whole or in part of technical facilities, national day of mourning, vicious attacks (including, but not limited to, hacks, denial of service attacks and malicious introduction of viruses and disabling devices), or because of any other reason beyond the control of Client or MemberClicks (or its subcontractors) that is generally regarded as "force majeure," then all other obligations of the parties not so affected shall continue, and when such force majeure has ceased, then the parties shall in good faith negotiate a fair and equitable adjustment of the rights, duties and obligations under this Agreement with respect to the obligations that were affected by such "force majeure" event.

12.9 Assignment. Client shall not assign its right or obligations under this Agreement without the prior written consent of MemberClicks. In the event of any assignment, all covenants, stipulations, and promises in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors. MemberClicks shall have full right to assign this Agreement.

12.10 No Setoff. The existence of any claim, demand, action or cause of action of Client against MemberClicks, whether or not based upon this Agreement, will not constitute a defense to the enforcement by MemberClicks of any covenant or agreement of Client contained herein.

GDPR Readiness Checklist: Customer Workflows

Here at MemberClicks, we've been working hard preparing for GDPR to ensure your organization is prepared for the May 25th deadline. Below is some important information for you to consider in light of the GDPR's deadline and how MemberClicks can provide you with answers to your GDPR questions.

GDPR applies to any U.S. company that accesses, collects or stores personal data of persons located in the EU or that markets goods or services to such persons in the EU. Also, if a U.S. based company has employees in the EU, then the company likely will have personal data of its EU employees in its U.S. locations. In other words, if you have EU data subjects as members, registrants or database contacts, GDPR applies to you. If GDPR is a new term to you, you can read more information [here](#).

Below is a summary of GDPR requirements that are intended to be informational, not legal advice. We recommend consulting with your organization's legal advisors on the impact of GDPR to your organization.

GDPR lists the seven principles that govern data protection:

- **Personal data must be processed lawfully, fairly, and in a transparent manner in relation to the data subject.** For example, it must be clear to any data subject whose data you process how you are going to use their data.
- **Personal data must be collected for specified, explicit, and legitimate purposes and not further processed in a manner incompatible with those purposes.** When it comes to using someone's personal data, you must say what you do, and do what you say.
- **Personal data must be adequate, relevant, and limited to what is necessary to achieve those purposes.** This principle means that you may not collect more personal data from a data subject than you need.
- **Personal data must be accurate and kept up to date.** You should provide data subjects with an easy way to keep track of their data and you should take affirmative steps to ensure that their personal data is current and accurate.
- **Personal data must be stored no longer than necessary to achieve the purposes for which it was collected.** This means that as soon as you no longer need the personal data for the original purposes, you must get rid of it.
- **Personal data must be properly secured against accidental loss, destruction, or damage.** GDPR does not specify what steps a company must take to protect and secure data, but this principle makes it clear that companies should take appropriate steps to protect any personal data in their possession or control.
- **Data controllers are responsible for and must be able to demonstrate compliance with the above stated principles.** This is known as the "accountability principle." GDPR places more emphasis on accountability than the prior "EU Data Directive".

GDPR

WHAT ARE THE CORE RIGHTS OF DATA SUBJECTS UNDER GDPR?

As a corollary to the seven principles discussed above, GDPR lists the following seven data subject rights:

Right of Access. Data subjects have the right to obtain from a data controller a copy of their personal data that is being processed by the data controller as well as a right to know how and why their data is being processed as well as whom it has been shared with.

Right to Rectification. Data subjects have the right to require a data controller to rectify inaccurate or incomplete personal data. Members, registrants and contacts have the right to request the data you store about them, they also have the right to correct any outdated or inaccurate data. The easiest way to meet this requirement is to allow your members, registrants and contacts to update their information, either by updating the profile directly or through an online form.

Right to Be Forgotten. Data subjects have the right to require data controllers to erase all of their personal data. Your members, registrants and contacts have the right to request that they be removed from your systems. To fulfill a “Right to be Forgotten” request, submit a ticket to our Help Team and we will process the deletions on your behalf.

Right to Restriction of Processing. Data subjects can require a data controller to restrict processing of their personal data.

Right to Access and Data Portability. This right requires data controllers to make it easy for data subjects to take their personal data with them to another organization. Your members, registrants and contacts have the right to request access to the data you store about them. MemberClicks products allow you to export records in CSV formats, which meet the requirement.

Right to Object. Data controllers whose lawful grounds for processing personal data are legitimate business purposes must allow data subjects the right to object to the processing of their personal data. The data subject’s request must be respected unless the data controller has a more compelling interest in processing the personal data.

Right to Object to Automated Decision-making. The GDPR provides that data subjects have the right not to be subject to a decision based solely on an automated process, including profiling.

WHAT IS THE REQUIRED NOTICE PERIOD FOR DATA BREACHES UNDER GDPR?

GDPR requires that data controllers notify appropriate governmental data protection authorities within 72 hours of a data breach. If the data breach “is likely to result in high risk to the rights and freedoms [of data subjects],” the data controller must notify affected data subjects without “undue delay.”

GDPR

MUST DATA SUBJECTS CONSENT TO THE PROCESSING OF THEIR PERSONAL DATA IN ADVANCE?

Yes. Under GDPR, a data subject's consent must be specific, freely given, informed, and not ambiguous. Most importantly, a positive opt-in is required and consent cannot be implied by inactivity (e.g. pre-ticked boxes, silence). Requests for consent must be separate from other contract terms and must be in clear, plain language.

There are several aspects of consent that you need to be considering for your members, registrants and contacts.

Consent (with notice)/opt-in. If your team needs to capture consent, fields should be added to your database and forms to capture and store consent. You may need more than one data field because consent must be given for each of the ways you process data. When creating these fields, remember that opt-in consent must be freely given, affirmative, and include a transparent explanation of your purpose for acquiring/using the data.

Notice: The notice must be easily accessible and explicit so consent is informed.

Affirmative opt-in: It must take action to opt-in. For example, an opt-in checkbox cannot be checked by default on your forms or within profiles.

Granular Consent: You need to describe each of the different reasons and methods you process personal information so people have a clear understanding to what they are giving consent (sending event announcements, education opportunities, legislative news, etc.). MemberClicks stores form and profile fields with a date and timestamp automatically when they are submitted.

Withdrawal of Consent/Opt-out: Just like how it needs to be clear and easy to give consent, there needs to be a comparable way to view current preferences and to withdraw consent. The easiest way to allow consent to be withdrawn is to allow the consent fields to be edited in the profile or through an online form.

WHAT ARE SOME OTHER IMPORTANT THINGS YOU NEED TO KNOW?

Cookies: Across the Internet, cookies are used for many purposes, from tracking activity to delivering ads, to being a fundamental part of how a website works. Under GDPR, site visitors need to be notified about cookies that can be used to personally identify someone. While the MemberClicks product only uses cookies for core functions (loading a public page, for example), you should inventory additional elements of your specific site so you're familiar with how cookies are used. It is an important part of GDPR that you understand the cookies used by your site and provide a mechanism for consent for non-essential cookies. For a full list of the cookies MemberClicks uses, please visit <https://bit.ly/2s2locP>. For organizations requiring advanced cookie notice and consent, please contact our Help Team.

Security: GDPR requires a host of security measures to ensure data is safe. MemberClicks already provides a robust security infrastructure and we voluntarily work with third party consultants to stay on top of it. As part of our preparation for GDPR, we are reviewing and strengthening our security controls even more. Please see our privacy policy for more details: www.memberclicks.com/privacy.

Security Policy

MemberClicks is committed to the highest standard of data security. Look below at some of the measures we take to keep your data safe and you resting easy.

PCI Compliance

The credit card industry's standard for security

PCI compliance is a must for any organization that wants to accept credit card payments online. Our security is comprehensive enough to be certified as PCI Level 1 compliant, the most stringent cardholder data security certification. [Click here](#) to see what this means for you.

Cloud Native

Our products are hosted entirely on Amazon Web Services, the world's leading public cloud vendor. This gives our engineers access to the very latest technologies, allows us to innovate and improve our products rapidly, and lets us offer you premium security and performance without a premium price tag!

Firewall Protection

Protected by redundant enterprise class hardware. 24x7 security monitoring of firewalls by certified security technicians.

SSL encryption

Using modern TLS standards

128-bit Secure Sockets Layer (SSL) data encryption using modern versions of Transport Layer Security (TLS). All data passed on protected organization membership sites is transmitted via SSL.

Data Center Security

All hardware and services are located in a secure data center (an ISO 9001:2000-certified provider) that is monitored onsite 24x7x365. Multiple security checkpoints must be cleared to gain access to data center. Closed-circuit television cameras record all data center activity. Data center network infrastructure provides multiple security layers to safeguard against unauthorized access.

Password Protection

Access to private areas of your MemberClicks service requires a login using your unique username and password and transmit via an SSL page. To ensure safety, these passwords can be changed at anytime.

Session Timeout

Each user's login session becomes logged out after 60 minutes of inactivity to prevent unintended access by others. For user convenience, a timeout notification box appears minutes before the logout and gives the option to continue the session. "Keep Me Logged In" options are also available to maintain sessions beyond 60 minutes. **Only on the MemberClicks Oasis product line.*

User Group Permissions

You can decide what access to member information and product feature each type of user (member, staff, board member, vendor, etc.) has.

Complete Privacy

We store your data, and that is all we do with it. Unlike other companies, we do not share your data with **anyone**.

Secure, redundant backups

We have continuous backups for nearly all of our data stores that stream updates in near-real time to secondary data stores that are off-site. We also supplement that mirroring with hourly snapshots to guard against logical corruption of the data store.

Onboarding Timeline

Follow along with this timeline as you make your way through the onboarding process, and check things off as you go! If you stay committed to being actively involved, things will go all the more smoothly. We're here for you every step of the way!



Phase 1: *Laying the Groundwork*

1

Average time: 4-6 weeks (20-30 days)

Your Tasks

- Complete application for payment processor
- Submit account settings
- Submit finalized database
- Submit Design Document
- Submit Content Specification Worksheet (if content was purchased)
- Submit five forms to be built
- Submit revenue accounts

MemberClicks Tasks

- Complete Kickoff call
- Set up account settings
- Review database file & give feedback
- Import database
- Send Design Document to Design Team
- Send Content Specification to Design team (if content was purchased)
- Build forms
- Add revenue accounts

Did you know?

To host our training program, we use our very own learning management system: MC | LMS. If you have your own learning or training program, or you're interested in starting one, let us show you how MC | LMS can help!



memberclicks.com/lms

Phase 2: Putting Things In Motion

2

Average time: 4-6 weeks (20-30 days)

Your Tasks

MemberClicks Tasks

Database

- 1. Complete Database Video & Assessment
- 2. Complete Database Homework items
- 3. Schedule Database Q&A Call

- 4. Execute Database Q&A Call

Forms

- 1. Complete Forms Video & Assessment
- 2. Complete Forms Homework items
- 3. Schedule Forms Q&A Call

- 4. Execute Forms Q&A Call

Content

- 1. Complete Website Video & Assessment
- 2. Complete Website Homework items
- 3. Schedule Website Q&A Call

- 4. Execute Website Q&A Call

Community
(Optional)

- 1. Complete Social Community Video & Assessment
- 2. Complete Social Community Homework items

Financial

- 1. Complete Financial Video & Assessment
- 2. Execute a test transaction

- 3. Execute Social Community/General Q&A Call
- 4. Send Go Live Checklist



Congrats!

You've successfully completed MemberClicks 101 Training for the Oasis product. A certificate of completion will be sent to you upon confirmation!

Phase 3: *Ready to launch!*

3

Average time: 2 weeks (10 days)

Your Tasks

- Review Go Live Checklist
- Schedule Onboarding Completion Call
- Complete any open Go Live tasks

MemberClicks Tasks

- Execute Onboarding Completion Call & Introduction to Help Team

You've launched!

Congratulations! You're officially ready to start using your new membership management system. Be on the lookout for information about additional ongoing training resources, our world-class Help Team (there to help you along if you ever hit a snag), and other ways to stay involved and in touch!



Please see below **answers** & context to your questions ~

Membership Information

- Member profile data related to their enrollment form. **Member** profile data (attributes), are highly customizable, and able to be collected on any Form, especially at time of join/renew, and will automatically update your database when submitted.
- Multiple membership levels and payment plans. **Yes**, Oasis (the membership database) allows for any number of membership levels, whether the member is an individual, or an organization: with multiple linked profiles underneath. Our Onboarding team will build these Member Types and their Payment/Dues settings for ACCCA in the new database.
- Flexibility to add fields such as college, job code, etc. **Yes**, custom attributes can be created at any time, and assigned to any specific Member Type/profile.
- Payment status for membership and/or events etc. **Yes**, invoices in Oasis contain the status, and write that data to the user's profile, so that ACCCA has historical records for all user transactions and statuses.
- Filter for active and non-active members; customers, sponsors etc. **Yes**, Admins can perform global searches and filter for a variety of statuses and attributes unique to ACCCA.

Events Information

- Attendance History [participation history/certifications, etc.] **Yes**, attendance history and certs live with a members profile.
- Registration options denoting members and non-members to self-register. **Yes**, Forms are self-service, and can allow for Member-only access, or open to non-members/public to access. Pricing fields are relational, and can customize member vs. non-member pricing for any offerings in the event registration process.
- Attendance tracking for individual events. **Yes**, each event has its own dashboard, highlighting reg/attendance tracking, and the selections each registrant makes on that Form.
- Payment tracking and status for all events. **Yes**, this is accomplished through the invoice and event registration status, both of which link back to a user's profile.

Related Databases or Tables

- Individuals filtered for member/non-member status. **Yes**, Oasis includes dashboards to spotlight these statuses in real-time, as well as custom search queries for on-demand insights.
- Members by District/Region. **Yes**, this would be an attribute on a profile.
- Member Statistics by District/Region. **Yes**, these would be attributes.
- Campus Reps. **Yes**, attributes/titles.
- Business Members. **Yes**, can be attributes, or their own Member Type.
- Retired Members. **Would** recommend to have as own Member Type, for easy segmentation.
- Speakers/Presenters. **Yes**, would recommend as their own Member Type
- Sponsors/Vendors. **Yes**, either a separate Member Type, or attribute on their profile.
- Award Recipients. **Yes**, would recommend as an attribute, to easily search in database.
- Job board - allows college HR and 3rd party job sites to submit college job openings for an annual fee. **Yes**, our integrated Job Board serves as the hub for employers and candidates to connect. The Job Board can be created to have member vs. non-member posting rates, and durations of time that the post is available; 30,60, or 90 days.

Forms and Reports

Membership Dashboard

We would like the option of including a “membership dashboard” to the website that would allow members to log in using a unique ID, get access to their profile, and update as necessary basic information including:

- Length of Membership/Date Joined. **Yes**, a members landing page can spotlight their unique attributes, such as join date or duration.
- Membership Level/Salary Range Basis. **Yes**, these are both native attributes on a profile.
- Renewal Date [if paying annually]. **Yes**, this is time-stamped to a profile every time a member joins/renews, and your Member Type settings would be based on your fiscal year; July - June.
- Payment processing for membership dues (annual and monthly options). **Yes**, Oasis, the membership database, has an integrated payment processor, and will automatically charge/collect dues and all other revenue. When members are logged in, they have access to their invoices, and can pay/download any open invoices.
- Name/Title/College/Job Code etc. **Yes**, custom attributes.
- Event participation [eligibility/history/certification tracking]. **Yes**.
- Official Recognitions/Awards. **Yes**, these would be assigned to their profile as attributes/files.
- Campus Rep Resources. **Yes**, resources such as webpages, documents, committees, and links, can be permissioned to only those of a specific member type or group.

Integrations

- Membership database - integrate with Constant Contact. **Oasis** includes an email contact center, removing the need to utilize external services for emailing. If ACCCA wishes to continue use of CC, Oasis includes an API (ability to connect Oasis with another software) and can be plugged together at ACCCAs discretion.
- Automatically generated emails upon joining, at six months, etc. **Email** automation is included with Oasis; notifications following join/renew/submissions/event reg./elections, and automated cadences for member renewal reminders, unique to each Member Type.
- Events/Membership payments/invoices - integrate with Quickbooks. **Yes**, Oasis is Quickbooks compatible, and we will mirror your revenue accounts within the database, to assign each transaction and its revenue source for syncing in QB.
- Possibly automatically generate invoices for renewal via Quickbooks. **Invoices** live within Oasis, to feed off of Member Renewal dates/times, and sync to that member/users profile, and the line descriptions that were selected when making that purchase; Join/Renew/Events/Donations.
- Possibly integrate webinar hosting via Zoom into the website. **MemberClicks** has a solution that integrates Zoom, for virtual events/offerings/conferences, and can directly connect with your Oasis database: [Virtual Venue](#). A breakdown of the features in Virtual Venue can be found in the full feature set, listed earlier in this submission, and we will include the cost in the proposal as a line item if ACCCA wishes to include.
- Possibly interface with a texting service for member communications. **We** do not currently offer any SMS/texting services within Oasis.

Submission Requirements

- Proposals must include a company profile that demonstrates a well-run entity with designated technical advisors and company representative/project contact person. Pages 3-7.
- Proposals must stipulate how cyber security for the new website will be addressed. Pages 7, 30-31.
- Proposals must include an itemized list of technologies, languages and platforms being proposed for the project. Pages 6-16.
- Proposals must include detailed schedule of costs with an itemized features addendum. Page 40.
- Proposals must include a clear timeline of the project from initial assessment to launch. Pages 32-34.
- Proposals must define the anticipated hosting requirements [if proposing a 3rd party hosting service, include details about that entity]. Pages 30-31; Amazon, AWS.
- Proposals must identify three references for recent related work. Page 39.
- Proposals should include information about how their solution will address cybersecurity concerns [i.e., encryption, multi-factor authentication (MFA) and single sign on (SSO)] Pages 30-31.
- Proposals should include data backup plan and cost including air gapped storage for recovery in case of ransomware. Pages 30-31.
- Proposal should include a VPAT on accessibility of the software. Although MemberClicks is not a federal agency, and is not required to file under Section 508 Standards, our Engineering and Leadership teams are happy to collaborate on any questions or concerns you have with how users access our online software, and the ongoing compliance of its application and its content.
- Proposal should include PCI compliance for all credit card related data handling. Pages 30-31. |
- Proposal should include all terms and conditions including options for cyber insurance, liability for damages from a breach, communications plan for breaches, and location for resolution of contract disputes (preferably in Sacramento, CA). MC T&C's are included pages 17-26. In the event we decide to partner, we can collaborate on a 3rd party dispute location.
- Proposal should include multi-year payment options and/or tiered pricing depending on services and functionality provided. MemberClicks software are annual subscriptions (one year in length, set to renew, with renewal reminder). In the event we decide to partner, we can collaborate on how a term/cost-plan beyond one year can be facilitated.

References

1

Name of Organization

Faculty Association of California Community Colleges

Notes

<https://www.faccc.org/>

Name of Contact

Email

Phone

2

Name of Organization

Illinois Community College Trustees Association

Notes

<https://www.communitycolleges.org/>

Name of Contact

Email

Phone

3

Name of Organization

College Language Association

Notes

<https://www.clascholars.org/>

Name of Contact

Email

Phone

4

Name of Organization

Notes

Name of Contact

Email

Phone

Association of California Community College Administrators

April 2, 2021

Prepared for:

Susan Bray
Executive Director
ACCCA

Prepared by:

Brian McCarron
brianmccarron@memberclicks.com
MemberClicks

Product	Type of Fee	Price
Oasis Onboarding Setup	One-Time	\$1,500.00
		Total One-Time: \$1,500
Oasis AMS	Annual Recurring	\$7,452.00
Add On: Learning Management System	Annual Recurring	\$5,962.00
Add On: Virtual Venue w/ Zoom Integration	Annual Recurring	\$4,100.00
Add On: Job Board	Rev. Share (70% ACCCA, 30% MC)	\$0.00
		Total Service: \$17,514

Total Initial Payment:

\$1,500.00 (One-Time Setup) + Annual Prepayment of \$17,514 (Service) = \$19,014

The above service costs are based off of the needs and solutions ACCCA has asked for through its RFP. If ACCCA wishes to remove any of the add-on systems, a new proposal will be generated.

All fees are non-refundable.

MemberClicks Complete: Oasis AMS + LMS + VV + Jobs

Includes:

- 2,500 Member Profiles
- 7,500 Additional Prospect/Non-Member Profiles
- Dedicated Onboarding for Oasis and Integrated LMS + Virtual Venue + Job Board
- New Website Template
- Unlimited Emails/month & Unlimited Forms
- Help & Support Included (No additional costs)