

This Agreement governs your Organization's participation in the Card Lab Connect Program (the "**Program**") offered to organizations by Capital One, N.A., a national banking association ("**Capital One**"). This Agreement further governs submission by the Organization of an application to Capital One through its authorized representative to participate in the Program in the manner set forth herein and whose application is approved as set forth in this Agreement. The Organization and Capital One may be referred to each as a "**Party**" or collectively as the "**Parties**."

This Agreement also governs use of any information, content, products, services and other features available on or through the Card Lab Connect Web site ("**Online Site**") and the customized website developed for the Organization's marketing purposes by Capital One in connection with the Program (the "**Marketing Site**"). The Agreement applies to any Online Site or Marketing Site (collectively, the "**Program Sites**") access or use by the Organization and its Supporters, as defined below, whether accessed through any Capital One URL addresses, electronic mail, links from another Web site, or any other means.

By clicking the "**ACCEPT**" button, the Organization accepts and agrees to be bound by the terms and conditions of this Agreement.

In consideration of the mutual agreements, terms, covenants, representations and warranties in this Agreement and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Organization and Capital One each agree as follows:

## 1. OVERVIEW

The Program offers sponsors, members and other supporters of the Organization (collectively, the "**Supporters**") the opportunity to apply for credit cards issued by Capital One. The Program allows the Organization to receive a royalty payment from Capital One, and potential donations from Supporters, based on the credit card activity of a Supporter. Capital One will, at its cost, develop and host the Online Site and the Marketing Site, and provide the Organization with tools and materials to let the Supporters know about the Program. The Organization can choose to provide logos, images and select information associated with the Organization to market and otherwise promote the Program independently and through the Program Sites. Capital One reserves the right, in its sole discretion, to reject or to refuse to permit the Organization to use any logos, images, materials and other information submitted or otherwise provided in connection with the Program. The Organization shall obtain the rights and authorization to use any logos, images, materials and other information provided by or on behalf of the Organization in connection with the Program, including securing written permission from any individuals whose image or likeness is proposed for use.

## 2. PROGRAM APPROVAL

The Organization will submit an application to participate in the Program on the online Program portal (the "**Program Portal**") and Capital One will review the Organization's application to ensure it complies with the Program Guidelines.

The Organization may have a single or multiple Program Streams. Each Program Stream contains a unique Online Site account with corresponding login credentials, a Marketing Site, and a set of card designs (each, a "Program Stream" and collectively, the "Program Streams"). The Organization must submit separate applications for each individual Program Stream through the Program Portal. The Organization will be notified via the Program Portal or e-mail whether its application has been approved, declined or is on hold. Approval of each individual Program Stream application submitted by the Organization is at the sole discretion of Capital One and the Card Network.

## 3. PROGRAM ACCOUNTS

Supporters will be able to apply for credit card accounts through the Marketing Site. Capital One will be the issuer, owner and creditor of all approved credit card applications and accounts generated through the Program (“**Accounts**”) and will evaluate and approve each applicant in its sole discretion. Capital One will issue a credit card for each Account (a “**Card**”) and shall be solely responsible for the management of each Account. The Organization will not be considered to be a creditor on any Account for any purpose whatsoever and will not have any right in, or obligation with respect to, any Account. Each Account will be governed by a Customer Agreement between Capital One and the Account holder. Capital One will determine the terms and conditions for, and may modify the terms and conditions related to, the Customer Agreement for each Account in its sole discretion.

#### 4. CARD MARKETING

Capital One will provide the Organization with tools and materials that it can use to market the Program to its Supporters (the “**Capital One Provided Materials**”). The Organization will provide Capital One with materials for use in the Card design, the Program Sites and for use in Marketing Materials (“**Content**”).

#### 5 CAPITAL ONE APPROVAL OF ALL CONTENT AND PRACTICES REQUIRED

All Content and uses of Content to market to the Organization’s supporters (“**Practices**”) must be approved in writing by Capital One prior to use, publishing, mailing or other distribution of Content by the Organization. In addition, all Content and Practices must, in Capital One’s sole discretion, conform to the Program Guidelines, which are considered part of this Agreement. Once Content and Practices have been approved by Capital One, Content and Practices shall not be revised, absent further review and written approval by Capital One. Capital One reserves the right to revoke its approval of previously approved Content and Practices at any time during the Term of this Agreement if it determines that the Content or Practices no longer conforms to the Program Guidelines. The Organization shall only use Capital One approved Content (collectively, the “**Authorized Materials**”) and Practices in any communications regarding the Program. Any proposed modifications to the Authorized Materials must be approved in writing in advance by Capital One. The Organization agrees that it will not promote the Program by sending any e-mail that does not comply with the provisions of the CAN-SPAM Act 2003, 15 U.S.C. §7701, and its implementing regulations.

#### 6. AVAILABILITY OF PROGRAM SITES

The Program Sites will generally be available for use seven (7) days a week, twenty four (24) hours a day. However, from time to time, we may perform maintenance upon or experience hardware, software or other problems related to the Program Sites, resulting in interrupted service, delays, or errors.

#### 7. ORGANIZATION PAYMENTS

a) The Organization will earn royalties based on Account activity as set forth in the disclosures in the Program application and on the Online Site, which may vary from time to time in Capital One's sole discretion. Capital One will provide royalties to the Organization or to the Fiscal Sponsor of the Organization as addressed further herein, based on the initial purchase made on each new Account (a “**First Purchase Royalty**”) and/or a transaction contribution based on a percentage of the Net Purchase Volume charged to each Card (an “**Ongoing Purchase Contributions**”). The First Purchase Royalties and the Ongoing Purchase Contributions shall be collectively referred to as the “**Organization Payments**.” Capital One will provide the Organization Payments on at least a quarterly basis. The Organization will periodically receive a report detailing the aggregate Organization Payments accrued under the Program.

b) If the Organization has a Fiscal Sponsor, Capital One may provide the Organization Payments, in whole or

in part, directly to such Sponsor. The Fiscal Sponsor may distribute those Payments in whatever manner and amount deemed fit by the Fiscal Sponsor or as agreed between the Organization and the Fiscal Sponsor. The Organization agrees that the Fiscal Sponsor is solely responsible for distributing any such Organization Payments, that the Organization shall have no claim against Capital One for the awarding of any Organization Payments to any Fiscal Sponsor or for any associated amounts, and that Capital One is not responsible or liable for the Organization's actual receipt of any such Organization Payments that have been submitted directly to the Fiscal Sponsor.

c) Capital One expressly reserves the right to modify, in its sole discretion, the First Purchase Royalty and/or the Ongoing Purchase Contribution, including, but not limited to, their amount, structure and the schedule for payments and reporting for any First Purchase Royalty and/or Ongoing Purchase Contribution. Any modifications to the First Purchase Royalty and/or the Ongoing Purchase Contribution will apply to the Accounts notified in advance of such modifications and to all Accounts activated after such modifications to the Organization Payments have been initiated.

d) To the extent that any income, sales, use, excise, value-added, services, consumption or other tax is applicable and assessed against the Organization in relation to Organization Royalties, in whole or in part, the Organization shall be solely responsible for such taxes and their timely payment. Capital One makes no representations or warranties to the Organization regarding the treatment of the Organization Royalties for federal or state income tax purposes.

## 8. MARKETING AND INDUCEMENT OF COLLEGE STUDENTS PROHIBITED

The Organization shall not market to or otherwise offer any credit cards issued or offered by Capital One to any college student, without the prior written authorization of Capital One. This includes, but is not limited to, the offering of any tangible item to any college student in order to induce such student to apply for credit with Capital One: (a) on the campus of an institution of higher education; (b) near the campus of an institution of higher education; or (c) at an event sponsored by or related to an institution of higher education. If, in Capital One's assessment, the Organization qualifies as an institution of higher education or affiliated organization, Capital One will submit to the Board of Governors of the Federal Reserve System an annual report containing information as required in 15 U.S.C § 1637. Organizations which qualify as an institution of higher education may have public disclosure requirements, which shall remain the sole responsibility of such Organization. The terms "college student," "institution of higher education" and "affiliated organization" shall have the same meaning, respectively, as those terms are defined and used in the Truth in Lending Act, 15 U.S.C. § 1650 et seq., as amended by the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq. (the "Credit CARD Act of 2009").

## 9. EXCLUSIVITY

During the Term, the Organization shall not participate in any affinity card program offered by another card-issuing bank that competes with or is similar to this Program.

## 10. TERM

This Agreement will commence on the Effective Date and continue in full force and effect, absent termination, for five (5) calendar years (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew, absent termination, for successive one (1) year renewal periods (each, a "**Renewal Period**") on the same terms and conditions, without further notice from one Party to the other. The Initial Term and Renewal Terms will be collectively referred to as the "**Term**."

## 11. TERMINATION

Capital One may terminate this Agreement immediately upon written notice to the Organization without cause. The Organization may terminate this Agreement upon ninety (90) days prior written notice to Capital One without cause. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement by giving thirty (30) days written notice if such breach has not been cured within thirty (30) days after notice of such breach is delivered. Such notice shall include a reasonably detailed description of the circumstances giving rise to the terminating Party's claim that the Agreement has been materially breached.

## **12. EFFECT OF TERMINATION**

a) Upon the expiration or termination of this Agreement by either Party, Capital One will retain all right, title and interest in the Accounts and any pending applications submitted by Supporters prior to such termination or expiration (including, without limitation, all customer data and other information related to such Accounts and applications for Accounts). Capital One will continue to service and administer all Accounts.

b) Following expiration or termination of this Agreement, Capital One may, in its sole discretion and on an Account by Account basis, reissue each Card with a standard Capital One design credit card and may cease generation and distribution of all Organization Royalties generated by such Account(s). Subject to the foregoing right, all Organization Royalties generated through an Account may continue to be made to the Organization or its fiscal sponsor; if the Organization is no longer approved under the Program, Organization Royalties may be made to another entity designated by Capital One in its sole discretion. Upon termination, the Organization will immediately stop participating in and promoting the Program, stop using any Capital One Provided Materials and destroy all Capital One Provided Materials previously provided to it. The termination or expiration of this Agreement will not terminate, affect or impair any rights, obligations or liabilities of either Party which may accrue prior to such termination or which, under the terms of this Agreement, continue after termination.

## **13. INTELLECTUAL PROPERTY RIGHTS**

a) The Organization hereby grants Capital One and its Affiliates a limited, revocable, non-exclusive assignable, royalty-free license to use the Content in connection with the Program during the Term and for a period of six (6) months after the expiration or termination of this Agreement. For the avoidance of doubt, such licensed use includes, but is not limited to, use in connection with provision of the services agreed to herein to the Organization and use in marketing the Program by Capital One to other organizations.

b) Capital One hereby grants the Organization a limited, revocable non-exclusive, royalty-free license to use the Capital One intellectual property contained in the Authorized Materials, the Capital One Provided Materials and the Program Sites, solely to the extent necessary to fulfil the Organization's obligations under the Program and pursuant to the terms of this Agreement. The Organization acknowledges that Capital One owns all right, title and interest in the Capital One Provided Materials and the Program Sites. The Organization will not use the Capital One Provided Materials or the Program Sites in any manner not specifically set forth in this Agreement and will not make or distribute any other form of, or any derivative work from, any Capital One Provided Materials or the Program Sites.

## **14. REPRESENTATIONS AND WARRANTIES**

a) Capital One represents and warrants to the Organization that: i) it has the right, power and authority to perform its obligations under, and to enter into, this Agreement; ii) it is duly organized, validly existing and in good standing under Applicable Laws; iii) no consent, approval or authorization from any third party is required in connection with its performance, delivery and execution of this Agreement, except such as have been obtained and are in full force and effect as of the Effective Date; and iv) the execution, delivery and

performance of this Agreement will not create a breach of, or constitute a default under, the terms of any contract or commitment to which it is bound.

b) The Organization represents and warrants to Capital One that: i) the Organization has the right, power and authority to perform its obligations under, and to enter into, this Agreement; ii) the Organization is a U.S. organization validly existing and in good standing under Applicable Laws; iii) no consent, approval or authorization from any third party is required in connection with the Organization's performance, delivery and execution of this Agreement, except such as have been obtained and are in full force and effect as of the Effective Date; iv) the Organization's execution, delivery and performance of this Agreement will not create a breach of, nor constitute a default under, the terms of any contract or commitment to which the Organization or any of its Affiliates is a party or otherwise bound; v) the Organization owns all right, title and interest in, or is authorized to use, all Content licensed to Capital One under this Agreement, and is authorized to provide Capital One with the license to the Content granted pursuant to this Agreement; vi) the Organization's use of the Content and the granting of the license to the Content pursuant to this Agreement, and Capital One's use of the Content pursuant to the terms of this Agreement, does not and shall not infringe, or constitute an infringement or misappropriation of, any intellectual property rights of a third party; vii) the Organization is not a party or otherwise subject to any contract, commitment or other agreement involving the offering of affinity credit card programs or products, including co-branded credit cards, with another credit card issuer; viii) the Organization does not otherwise offer to its Supporters any affinity, co-branded or other credit programs or products of any other credit card issuer; and ix) it has the right, power and authority to participate in the Program and to offer the credit cards which may be issued by Capital One to Supporters of the Organization under the Agreement.

## **15. COMPLIANCE WITH APPLICABLE LAWS**

The Parties will comply with all Applicable Laws in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Act of 2009, 15 U.S.C. § 1601 *et seq.*; the Truth in Lending Act, 15 U.S.C. § 1650 *et seq.*, as amended; and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701 *et seq.*, and their implementing regulations.

## **16. CONFIDENTIALITY, PRIVACY, PUBLICITY AND REFERENCE**

The Organization acknowledges that the Program Sites, including the information on such Program Sites, will be publicly available and accessible. This includes, without limitation, the Organization's name, e-mail address and other contact information. The Organization hereby provides Capital One with permission to post the Content provided by the Organization on such sites and to otherwise disclose such Content in connection with the Program. The Organization acknowledges that the Program Sites and the information posted on such Program Sites is not secure and that Capital One shall not be responsible for the operation of such Program Sites or the accuracy of any posted information which may be "hacked" or otherwise altered by any third party without permission. The Organization will not provide Capital One with any Content that the Organization does not want to be made available to the public on the Program Sites or otherwise.

## **17. INDEMNITIES**

a) Capital One will indemnify, defend and hold the Organization harmless from and against any Losses incurred by the Organization arising out of, relating to or incurred as a result of: i) any breach of Capital One's obligations under this Agreement, ii) the breach or inaccuracy of a representation or warranty made by Capital One under this Agreement, and iii) the gross negligence or willful misconduct of Capital One in the performance of its obligations under this Agreement.

b) The Organization will, to the fullest extent permitted under Applicable Laws, indemnify, defend and hold

harmless Capital One, its Affiliates and their respective officers, directors, employees, successors and permitted assigns, harmless from and against any Losses incurred by the foregoing indemnified parties arising out of, relating to or incurred as a result of: i) any breach of the Organization's obligations under this Agreement, ii) the breach or inaccuracy of a representation or warranty made by the Organization under this Agreement and iii) the Organization's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

## **18. LIMITATIONS OF LIABILITY**

EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNLESS OTHERWISE STATED HEREIN, THE PROGRAM SITES ARE USED BY, AND CAPITAL ONE PROVIDED MATERIALS ARE PROVIDED TO, THE ORGANIZATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CAPITAL ONE MAKES NO WARRANTY THAT THE PROGRAM SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

## **19. NOTICES**

a) The Organization agrees to receive all communications from Capital One relating to this Agreement by e-mail or other electronic means, including any updates to this Agreement. Such communications will be effective upon the date such e-mail was transmitted to the Organization. The Organization hereby consents to any inadvertent disclosures which may occur as a result of Capital One sending communications to the e-mail address it provides. The Organization agrees that electronic copies of communications are valid and it will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering. The Organization also agrees such copies shall be admissible as evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form. The Organization may withdraw its consent to receive all these communications electronically only if the Organization terminates its participation in the Program, as set forth on the Online Site.

b) The Organization agrees to update its contact information, including e-mail address, so that it remains current and accurate. The Organization may communicate with Capital One by writing to the e-mail address set forth on the Online Site. Capital One will have a reasonable period of time to act upon any communications sent by the Organization.

## **20. GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to the choice of law principles thereof. Each Party hereby irrevocably and unconditionally: a) agrees that any action, suit or other legal proceeding brought in connection with or relating to this Agreement or any matter contemplated hereby may be brought in a court of competent jurisdiction located in Richmond, Virginia; b) consents and submits to, and agrees that it will not assert (by way of motion, as a defense or otherwise) that it is not subject to, personal jurisdiction in connection with any such

action, suit or proceeding in any such court; and c) waives to the fullest extent permitted by Applicable Law, and agrees that it will not assert (by way of motion, as a defense or otherwise), any claim that the laying of venue of any such action, suit or proceeding in any such court is improper or that any such action, suit or proceeding brought in any such court was brought in an inconvenient forum.

## **21. FORCE MAJEURE**

Non-performance by a Party of its obligations hereunder to the extent such performance is prevented by acts of God, fire, explosion, strikes, accident, floods, hurricanes, embargoes, epidemics, war, nuclear disaster or civil unrest or any other cause beyond its reasonable control (“*Force Majeure*”) will not be considered a breach of this Agreement during the period of such disability. The disabled Party will promptly notify the other Party if it is unable to perform due to *Force Majeure*, the expected duration of such inability to perform and of any developments (or changes therein) that appear likely to affect the ability of that Party to perform any of its obligations hereunder in whole or in part.

## **22. NO DISPARAGEMENT**

The Organization shall not publish any statement or undertake any activity which would demean, tarnish, or negatively affect in any way the Program and/or image of Capital One.

## **23. ASSIGNMENT**

This Agreement may not be assigned whether by operation of law or otherwise, in whole or in part, by either Party, without the prior written consent of the other Party, provided that Capital One may assign this Agreement, at its discretion, to its Affiliates.

## **24. WAIVER**

No Party will be deemed to have waived any of its rights, powers or remedies hereunder unless that Party approves such waiver in writing. Any delay, waiver, or omission by a Party to exercise any right or power arising from any breach or default in any of the terms, provisions, or covenants of this Agreement will not be construed to be a waiver by that Party of any subsequent breach or default of the same or other terms, provisions or covenants.

## **25. SEVERABILITY**

If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement will nevertheless remain in full force and effect to the extent such remaining provisions accurately reflect the intent of the Parties.

## **26. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and all prior negotiations and understandings, whether oral or written are superseded hereby. No modification or amendment of this Agreement will be effective unless set forth in a written and signed agreement between the Parties.

## **27. COUNTERPARTS**

This Agreement may be executed in counterparts, any of which manually signed signature pages may be

delivered by facsimile or by the transmission of an electronically scanned version, each of which shall be considered an original and, taken together, shall constitute one and the same instrument.

## 28. DEFINITIONS

### **“Affiliate”**

means with respect to an entity, any other entity controlling, controlled by or under common control with such entity.

### **“Applicable Laws”**

means: a) all applicable laws, statutes, regulations, ordinances or subordinate legislation in force from time to time to which the Services, as defined herein, or a Party is subject; b) the common law; c) all binding court orders, judgements or decrees; and d) all applicable directives, policies, rules or orders that are binding on a Party and made or given by any government agency or regulatory body.

### **“Card Network”**

means Visa, MasterCard and/or any other card association through which credit card issuers may issue credit cards, as Capital One shall from time to time notify the Organization during the Term.

### **“Control”**

means with regard to any entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) of more of the capital stock, or other ownership interest if not a stock corporation, or such entity ordinarily having voting rights.

### **“Customer Agreement”**

means an agreement between Capital One and an Account holder for an extension of credit under an Account, and any amendments thereto and renewals thereof.

### **“Fiscal Sponsor”**

means a tax-exempt, non-profit corporation that has agreed or is otherwise responsible for the receipt and disbursement of funds on behalf of the Organization.

### **“Losses”**

means all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

### **“Net Purchase Volume”**

means the aggregate amount of all purchases charged to an Account; provided that Net Purchase Volume shall not include a) charges that are reversed for whatever reason; b) revolving balances carried on an Account; c) cash advance transactions; d) access check transactions; e) balance transfers; f) fees or finance charges payable on an Account; or g) purchase check transactions.

### **“Program Guidelines”**

means the following Program Guidelines that are also set forth on the Online Site, as they may be amended from time to time, and which are hereby incorporated by reference into this Agreement.

Our current content guidelines restrict the use of certain types of images and language. The following guidelines have been put in place to help the Organization create its Program. Capital One reserves the right to approve or deny the Organization’s Content at its sole discretion.

The Organization must ensure that it has authorization to use any images or materials used in the Program,



including permission from any individuals whose image or likeness is submitted to Capital One. Please do not submit any images or content that contain the following:

- Any Copyrighted or Trademarked material unless the Organization owns the intellectual property or has specific written authorization from the owner of the material to use the intellectual property in this context.
- Any information related to the terms of the credit card product.
- Branded products
- Provocative, lewd, or sexual material – including nude or semi-nude pictures of people of any age
- Celebrities/musicians/public figures/athletes/cartoons, etc.
- Violence, violent acts or any type of death imagery (e.g. images of skulls)
- Socially unacceptable or discriminatory behavior or signs (e.g. gangs, hatred, drug/alcohol abuse, graffiti)
- Profanity or descriptions or images of other obscene behavior or gestures
- Images of money from any country (including the United States) where money is the central focus of the photo
- Images of flags. (The Capital One gallery contains flag related imagery – please review those images if you are interested in having a flag on your card.)
- Controversial subject matter such as political or religious statements and/or images
- Images containing phone numbers (e.g. 800 or 900 #s) and URL addresses (e.g. [www.xyz.com](http://www.xyz.com))
- Competitive marks/names (e.g. Discover, American Express, etc)
- Any reference to the Olympic Games or events
- Any photo that might result in non-acceptance of the card or other problems at point of sale.
- Any printing or process that interferes with the required security features of the card.

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## Read and Agree to the Terms

To submit your program for approval, you must accept the terms below. Please read and scroll through the agreement and click Accept, then Submit below.

This Agreement governs your Organization's participation in the Card Lab Connect Program (the "**Program**") offered to organizations by Capital One, N.A., a national banking association ("**Capital One**"). This Agreement further governs submission by the Organization of an application to Capital One through its authorized representative to participate in the Program in the manner set forth herein and whose application is approved as set forth in this Agreement. The Organization and Capital One may be referred to each as a "**Party**" or collectively as the "**Parties**."

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