



eScrip Individual Terms and Conditions

Effective Date: October 13, 2004

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE ESCRIP PROGRAM (AS DEFINED BELOW) AND/OR USING THE ESCRIP.COM WEB SITE. By participating in the eScrip Program and/or using the eScrip.com site, you signify your assent to these terms and conditions. If you do not agree to these terms and conditions, please do not participate in the eScrip program or use the eScrip site. Electronic Scrip Incorporated ("ESI") reserves the right, at our discretion, to change, modify and/or to remove portions of their terms and conditions at any time. You are agreeing to receive notification of modifications to this agreement via the escrip.com site. If you continue to use the escrip.com site and/or participate in the eScrip Program following the posting of any changes to these terms and conditions, your continued use or participation will mean that you accept these changes and agree to be bound by the new terms. Please check these terms and conditions periodically for changes.

General

ESI operates various opportunities ("the eScrip Program") for organizations: (1) eScrip store and catalog shopping, (2) eScrip Online Shopping (3) eScrip Visa Credit Card(s) (3) eScrip Recycling Program (4) eScrip Online Auction, all of which together shall be referred to as the eScrip Program. Electronic Scrip Incorporated (ESI) has established the eScrip Program ("Program") to benefit United States organizations that support youth education in the United States. An organization must be enrolled in the Program in order to receive contributions from participating merchants in connection with the Program.

ESI will track all purchases made with registered cards from participating merchants and distribute the accumulated contributions to the designated organization(s). Only those cards designated by the merchant will be tracked for contributions -- see individual merchant details. Merchant Participation in the eScrip Program may be excluded due to restrictions based on group type. To find out group participation criteria for a particular merchant, you may visit www.escrip.com and go to merchant search. Group participation by merchant will be listed under program details of the merchant. ESI reserves the right to discontinue or alter the terms of this program, including the participating merchants, the contribution percentages, and the registered card types that are accepted by merchants, at any time without prior notice.

If you choose to support more than one organization (you may support a maximum of three different qualified organizations), ESI will split your contribution amount equally between your multiple designations and provide reporting of each contribution. After you are enrolled and your registered cards have been processed, a percentage of your qualified purchases, as determined by participating merchants, is contributed to your designated organization(s). ESI provides a number of services to participating groups including, but not limited to: reporting tools, software support and development, marketing support, in-field training, promotional campaign assistance and new merchant referral contact. ESI charges a nominal group administration fee to participating groups which is deducted from your earned contributions.

User agrees to use the eScrip Program in accordance with ESI policies and procedures in effect from time to time. User will not use the eScrip Program in a manner that is prohibited by law, rule or regulation. The laws of the State of California govern these terms of use, without reference to its conflict of law principles and each User consents to the personal jurisdiction of the courts within the state of California for any action arising out of the use of the eScrip Program. These terms and conditions constitute the entire agreement between ESI and the User.

eScrip Retail Shopping

The eScrip Program offers eScrip Retail Shopping. eScrip Retail Shopping allows Users to register their VISA, MasterCard, American Express, Debit and Select Store Loyalty Cards

("Cards") with the eScrip Program to direct contributions generated in connection with purchases made with these registered Cards to the designated School, Organization or Group. To participate, a User must register one or more cards with the eScrip Program by completing a registration form on the eScrip.com site or by mailing or faxing this information to ESI.

Store and catalog shopping is offered by a variety of participating Merchants. To direct a contribution to a designated organization through store and catalog shopping, a user must register a Card and make a purchase at any of the participating Merchant Locations or via the Merchant's catalog using a registered Card. The amount of the contribution shall be subject to (1) the amount of the purchase (2) the eScrip Program's contribution policies in effect at the time of the purchase is made and (3) other terms and conditions agreed upon by ESI and the participating Merchant. Contributions may be subject to an adjustment in the event of returns by the User and subject to other terms and conditions between ESI and the Merchants. The eScrip Program tracks purchases made by Users with registered Cards at participating Merchants and shall be responsible for directing the resulting contributions to the designated organization. All Users' Card information shall be kept confidential by the eScrip Program in accordance with its [Privacy Policy](#).

By registering your card and agreeing to participate in the Program, you understand that your organization will receive the following reporting figures: 1) Total Purchase amount made with registered cards 2) Total contribution paid by merchants. Your organization will also receive your name, supporter ID, address, phone number and enrollment date along with tools and program participation information in order to promote your participation in any of the eScrip Programs.

Where Organization is inactive with eScrip, but is accumulating contributions from purchases made by consumers, Organization has 180 days from the last day of the quarter where the initial contributions were earned to activate by enrolling on the eScrip Program to receive said contributions. If Organization does not enroll within 180 days from the last day of the quarter where the contributions were earned, Organization forfeits all rights to these contributions. An active organization is defined as a school or organization that has completed the eScrip Program enrollment form and meets criteria for enrollment, and agrees to the terms and conditions of said enrollment.

eScrip Online Shopping

The eScrip Program offers online shopping (eScrip Online Mall) that allows users to access eScrip's online shopping list of merchants and to purchase goods or services from these Merchant's web sites. eScrip Online Mall allows users to direct contributions, which are generated by their online purchases and are based on referral fees paid by the Merchants, to eScrip's enrolled schools or organizations. The amount of the contribution will be in accordance with the eScrip policy in effect at the time a purchase is made. User must designate a school or non-profit organization to receive contributions generated by the User's purchases prior to making any purchase; otherwise the contributions will not be credited to the organization(s).

Where Organization is inactive with eScrip, but is accumulating contributions from purchases made by consumers, Organization has 180 days from the last day of the quarter where the initial contributions were earned to activate by enrolling on the eScrip Program to receive said contributions. If Organization does not enroll within 180 days from the last day of the quarter where the contributions were earned, Organization forfeits all rights to these contributions. An active organization is defined as a school or organization that has completed the eScrip Program enrollment form and meets criteria for enrollment, and agrees to the terms and conditions of said enrollment.

To generate contributions, users must click through a link on the escrip.com website to the Merchant site, make a purchase, and make payment for the purchase directly to the Merchant. The amount of contributions payable varies, depending on the Merchant and the item or service that the user purchases. Contributions may be subject to an adjustment in the event of returns by the User and subject to other terms and conditions between ESI and the

Merchants. The contributions will be in accordance with the contribution percentage listed on the [escrip.com](http://www.escrip.com) website at the time of the User's purchase.

eScrip Supporter and Group Credit Card

The eScrip Program also provides the eScrip VISA Credit Card. The eScrip VISA Credit Card enables Users to apply for a VISA card and direct contributions generated in connection with purchases made with the said VISA card to the designated school or organization. For details and application regarding the eScrip Supporter or Group Credit Card, please visit www.escrip.com.

Where Organization is inactive with eScrip, but is accumulating contributions from purchases made by consumers, Organization has 180 days from the last day of the quarter where the initial contributions were earned to activate by enrolling on the eScrip Program to receive said contributions. If Organization does not enroll within 180 days from the last day of the quarter where the contributions were earned, Organization forfeits all rights to these contributions. An active organization is defined as a school or organization that has completed the eScrip Program enrollment form and meets criteria for enrollment, and agrees to the terms and conditions of said enrollment.

eScrip Recycling Program

The eScrip Recycling Program allows enrolled schools and organizations to collect inkjet, laser and toner cartridges, as well as cell phones and recycle these products. The organization in turn earns a contribution for every "acceptable" cartridge or cell phone. All cartridges and cell phones valid for recycling are listed on the "Cartridge Acceptance List". For complete program details, please contact your eScrip Group Coordinator.

Limitations

User understands that ESI does not operate or control the products or services offered by participating Merchants. The Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. ESI is not a party to the transactions entered into between Users and Merchants. USER AGREES THAT PARTICIPATION IN THE ESCRIP PROGRAM IS AT THE SOLE RISK OF THE USER AND THAT THE ESCRIP PROGRAM IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL ESI OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN USERS AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO THE ESCRIP.COM SITE. IN NO EVENT SHALL ESI NOR ITS AFFILIATES BE LIABLE TO USERS FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM THE USE OF OR THE INABILITY TO USE THE ESCRIP PROGRAM OR FROM THE FAILURE TO MAKE CONTRIBUTIONS TO THE DESIGNATED ENROLLED ORGANIZATIONS, REGARDLESS OF WHETHER ESI OR ITS AFFILIATES WERE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. USER AUTHORIZES ESI AND ITS AFFILIATES TO PERFORM ALL ACTIONS NECESSARY HEREUNDER, INCLUDING WITHOUT LIMITATION, THE DIRECTING OF CONTRIBUTIONS TO AN ENROLLED ORGANIZATION DESIGNATED BY THE USER.

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