

eScrip Subscribing Organization Program Terms and Conditions

Effective Date: May 18, 2010

1. These terms (the “**Subscribing Organization Terms**”) are a legal contract between Electronic Scrip Incorporated (“**ESI**”) and any Subscribing Organization, and are incorporated into and subject to the [eScrip Terms and Conditions](#). All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the eScrip Terms and Conditions.
2. In the event that ESI materially changes, materially modifies, and/or removes material portions of the eScrip Terms and Conditions, you shall use your best efforts to provide notice as provided by ESI to any and all of the Supporters that you have registered for the eScrip Program.
3. ESI has established the eScrip Program to benefit nonprofit organizations in the United States. Subscribing organizations meeting this criteria, may apply to become authorized participants in the Program; however, ESI reserves the right to refuse or revoke the enrollment of any subscribing organization in the program.
4. When a Supporter of a Subscribing Organization makes a qualifying purchase at a participating merchant, the participating merchant, pursuant to its agreement with ESI, will provide ESI with a percentage of such purchases, and ESI shall provide such contributions to a Subscribing Organization, subject to the administration fee described below. Notwithstanding the foregoing, participating merchants may impose certain limitations or restrictions upon their participation in the eScrip Program. By way of example, and without limitation, participating merchants may (i) limit the categories of purchases that are eligible to earn contributions, (ii) set overall contribution limits and/or regional contribution limits, and/or (iii) impose restrictions upon your use of the applicable merchant’s contributions. If a Subscribing Organization fails to comply with any restrictions imposed by the participating merchant, ESI is not obligated to pay contributions to the Subscribing Organization. To find out merchant participation criteria for a particular Subscribing Organization, you may visit www.escrip.com and go to merchant search. ESI will also post merchant criteria applicable to Subscribing Organizations on their group page (if and when the applicable group page is made available by ESI). ESI IS NOT OBLIGATED TO PAY ANY CONTRIBUTION TO A SUBSCRIBING ORGANIZATION UNLESS ESI ACTUALLY RECEIVES THE CORRESPONDING PAYMENT FROM THE AFFILIATE MERCHANT.
5. During a Subscribing Organization’s enrollment in the Program, ESI and such Subscribing Organization shall have the right to indicate to the public that the Subscribing Organization is an authorized participant in the Program and in connection therewith may use the trademarks, service marks and trade names (“**Marks**”). However, all representations of the ESI Marks that a Subscribing Organization uses shall be exact copies of those used by ESI or shall first be submitted to ESI for approval of design, color and other details. A Subscribing Organization shall not use ESI’s Marks in any manner that would be inconsistent with or damaging to ESI’s name or reputation.
6. ESI shall deduct a 15% administration fee from the total monthly contributions allocated to a Subscribing Organization. Such monthly administration fees shall be deducted prior to any monthly distribution to a Subscribing Organization. For the following merchants, the eScrip group administration fee is waived for groups and paid by the following merchants: Schnucks, and Harding’s.
7. ESI reserves the right to discontinue or alter the terms of the Program, including but not limited to: the participation merchants, the contribution percentages, and the registered card types that are accepted by merchants, at any time without prior notice.