

# eScrip Subscribing Organization Program Terms and Conditions



Effective Date: February 23, 2018

## Eligible Organizations

eScrip program customers can select any posted "Eligible Organization\*" to support.

"Eligible Organizations\*" are public and private schools and charitable organizations that:

1. Are headquartered in the United States (the 50 States and the District of Columbia)
2. Are qualified under Section 501(c)(3)
3. Are public charitable organizations (not private foundations)
4. Are in good standing in their state of incorporation and in the states where they are authorized to do business
5. Are otherwise not in violation of the terms of this Participation Agreement

*\*Note that merchants may have group eligibility requirements- please see detailed terms of each merchant for any group eligibility requirements.*

*Eligible Organizations, that fit the enrollment criteria, may submit an enrollment form by completing an enrollment form and agreeing to enrollment terms and conditions. ESI retains the right to refuse enrollment to any organization.*

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 schools and nonprofit 501(c)(3) organizations in the United States. Participating merchants may have "group type" participation criteria, available at [www.escrip.com](http://www.escrip.com). Subscribing Organizations meeting these criteria may apply to become authorized participants in the Program; however, ESI and participating merchants reserve 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](http://www.escrip.com) and go to where to earn. 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"). In addition, any submissions to eScrip by Subscribing Organizations shall become the property of ESI and therefore may be used in ESI, or participating merchant's in marketing or promotional materials. By way of example, but without limitation, these materials may include letters, testimonials, videos, pictures, graphics, press releases, et al. 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. The eScrip group administration fee is waived for earnings paid by the following merchants: Schnucks and Tops Friendly Markets.
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.
8. Organizations that enroll in the eScrip program and provide complete ACH banking information, will receive monthly ACH payments into this account. After one "rejected" monthly ACH payment, groups payment status will automatically change to "check pay" status (see below). All Eligible Organizations that do not provided ACH banking details to ESI will be paid annually by check, provided they reach a minimum of \$25 in net contribution earnings within the period of June 1-May 31 annually and are subject to a \$2.00 check processing fee. Should the organization fail to meet the annual \$25 minimum contribution earnings, these funds will be rolled over to the next annual payment period. Checks will be paid on or before August 31, annually. Organizations receiving check payments will have 6 months from check issue date to deposit/cash payment checks. After 6 months, all uncashed check contribution earnings will be voided for the Eligible Organization and either reissued to an eScrip Enrolled Organization that supports the education of youth as determined by Electronic Scrip, Inc. or as defined in its merchant agreements. This \$25 annual accrual process will repeat each year. Your enrolled group is responsible for ensuring that all information you provide to us, which includes all group information, bank account deposit information for ACH deposits, eScrip coordinator name, phone and email address, is at all times complete, accurate, and up-to-date. You also agree that any failure to keep such information up to date may result in your group not receiving contributions under the Program.
9. An organization may terminate its participation in the eScrip program at any time. Prior to termination, all registered supporters will be moved to a National eScrip Enrolled Organization that supports the education of youth, as determined by Electronic Scrip Inc. It will be up to the organization to contact supporters regarding this termination, and let their supporters know that they may change their group affiliation at any time by accessing their My eScrip account profile.