

School Health Advantage Program Terms & Conditions

Reward Credit Program

School Health Advantage Program Members ("Member") receive reward credit ("Reward Credit") on "qualifying purchases" made from School Health.

To receive Reward Credit, you must be registered and have a Member number. You must register your Member number online at www.schoolhealth.com/advantage.

Your Member number must be presented at time of purchase to be eligible to receive Reward Credit.

Reward Credit is offered on qualifying purchases. Qualifying purchases exclude shipping charges, taxes, purchases of gift cards and any orders under \$50 (excluding shipping and taxes, if any). School Health also reserves the right to exclude purchases of products and services on specially priced items.

There is no maximum amount of Reward Credit that can be earned.

Purchases made with Rewards Credits or gift cards issued for Reward Credits are excluded from purchases qualifying for future Reward Credit.

Reward Credits do not constitute property, do not entitle a Member a vested right or interest and have no cash value. As such, Reward Credits are not redeemable for cash, transferable or assignable for any reason, including the death of a Member. The sale of Reward Credits is strictly prohibited. Reward Credit is currently reported in the form of a periodic Reward Credit statement issued by School Health. School Health reserves the right to issue Reward Credits in any form, including coupons, cards or checks.

Members are responsible for taxes, charges or other liabilities related to or resulting from their participation in the Program.

General Rules of Program

No annual membership fee.

Membership is open to School Health school and business customers whose principal place of business is in the United States or Canada.

Only schools and business organizations can be Members and there can only be one Member for each customer account. Multiple customer accounts for a single customer may, in the discretion of School Health, be treated as a single account for the purposes of the Program. Any person acting for a Member with respect to the Program must be a legal resident of the 50 U.S. states or Canada and at least 18 years of age to participate in this Program.

All terms and conditions contained in the School Health catalog or online sales terms and conditions also apply.

School Health reserves the right to disqualify a Member who violates these terms and conditions in its sole discretion.

Redemption of Reward Credits

Reward Credits will become available for redemption only after School Health has received payment on the purchase for which the Reward Credits were issued. Reward Credits may be spent only on rewards as offered through the Program at the time of redemption. At the time of redemption a Member will be asked to identify itself by presenting its password for on-line redemption. Members should limit access to their Member number and password only to persons authorized by Member to use them.

Reward Credits will be subtracted from a Member's account once the reward is requested.

School Health reserves the right to refuse refund of Reward Credits

to a Member if merchandise is returned.

Although School Health uses great care in preparing its rewards catalogs, and in placing redemption offers on its website, occasionally mistakes do occur. School Health is not responsible for typographical, photographic errors and/or other errors or omissions its rewards catalogs or on its website. School Health reserves the right to reject redemption orders in the event of an error. In the event a redemption item is out of stock or discontinued, School Health reserves the right to either not replace the item and to refund the Reward Credits or to replace the item with one of equal or better value.

Termination of Accounts

Termination of a Member's membership by a Member is effective as soon as the Member submits the termination request. Members may not earn Reward Credits after termination. If termination is requested by a Member, any Reward Credits balance may be redeemed within thirty (30) days after termination, after which time unredeemed Reward Credits will be cancelled.

Should a Member object to any of the terms and conditions of this Agreement, or any subsequent modifications thereto, or become dissatisfied with the Program the Member's only recourse is to immediately discontinue participation in the Program and terminate its membership.

School Health reserves the right to terminate the membership of any Member who appears to be using the Program in a manner inconsistent with this Agreement, the intent of this Agreement, or any of the Program rules. In the event of such termination, School Health may elect to cancel the Reward Credits in such Member's account.

School Health shall be the sole determiner in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination of membership (including cancellation of Reward Credits) shall be final and binding.

School Health reserves the right to modify the Program service with or without notice to the Member. Changes may include, but are not limited to, the methods through which Reward Credits can be earned, how Reward Credits can be used, the value of Reward Credits, and the conditions under which Reward Credits may be forfeited, even though these changes may affect a Member's ability to use the Reward Credits that it has already earned.

The Program has no predetermined termination date and may continue until such time as School Health decides to terminate the Program. School Health may terminate the Program at any time, with notice via email to the Member's email address currently on file with School Health. Members will have six (6) months from the date Program termination is announced to use Reward Credits. Any Reward Credits that are remaining in a Member's account at time of termination will be forfeited and no compensation will be provided.

A Member's continued participation in the Program constitutes the Member's acceptance of any changes to these Terms and Conditions. Members are responsible for remaining knowledgeable as to any changes that School Health may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available on the School Health website and will supersede all previous versions of these Terms and Conditions.

School Health shall not be liable to Member should School Health exercise its right to modify or discontinue the Program service.

School Health reserves the right to terminate any membership if that Member has been inactive for a period of 24 consecutive months. A Member shall be considered "Inactive" for such time as

the Member has not engaged in either any Reward Credit earning or spending transaction. Upon termination of an inactive account, the accrued Reward Credits will be cancelled.

Disclaimer of Warranties

Members expressly agree that use of the Program is at the Member's sole risk.

The Program and all services offered in connection therewith are provided on a strictly "as is" and "as available" basis. SCHOOL HEALTH MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES OR REWARDS OBTAINED BY MEMBERS THROUGH THE PROGRAM; THAT THE PROGRAM WILL MEET MEMBERS' REQUIREMENTS; OR THAT THE PROGRAM WILL BE UNINTERRUPTED.

School Health disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. School Health shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by the manufacturers of merchandise or suppliers of services. No advice or information, whether oral or written, obtained by a Member from School Health through the Program shall create any warranty not expressly made herein.

Limitation of Liability

SCHOOL HEALTH SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO THE PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROGRAM. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; SO THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU.

School Health is not responsible for any damages or losses that result from participating or inability to participate in the Program, or reliance on or use of information, services, or merchandise provided on or through the Program.

In no event shall School Health's liability, either jointly or severally, exceed the amount of \$100.

THE INFORMATION, PRODUCTS AND DESCRIPTIONS OF SERVICES PUBLISHED ON SCHOOL HEALTH'S WEBSITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND SCHOOL HEALTH SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. SCHOOL HEALTH RESERVES THE RIGHT TO REJECT REDEMPTION ORDERS IN THE EVENT OF AN ERROR. SCHOOL HEALTH DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON ITS SITE IS COMPLETE OR UP-TO-DATE. SCHOOL HEALTH IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON ITS SITE. SCHOOL HEALTH MAY CHANGE THE CONTENT ON ITS SITE AT ANY TIME WITHOUT NOTICE.

Indemnification

Member agrees to indemnify and hold School Health, its affiliates, officers and employees harmless from any claim, demand, expense or damage, including reasonable attorneys' fees relating to use of the Program or violation of this Agreement.

Acknowledgment and Acceptance

By participating in the Program, you consent to the terms and conditions, rules, regulations, policies and procedures of this Program. You are responsible for remaining knowledgeable about the

Program's terms and conditions ("Terms").

School Health reserves the right to change or terminate the Program, or any portion of the Program, at any time, with or without prior written notice. The Reward Credit structure is subject to modification or limitation in the sole discretion of School Health at any time, with or without notice, and School Health reserves the right to modify the current Reward Credit redemption values, to establish additional Reward Credit redemption values or to delete any or all of the currently recognized Reward Credit redemption values.

The interpretation and application of the policies, procedures or rewards of the Program are in the sole discretion and determination of School Health, which in each case shall be final and conclusive.

School Health assumes no responsibility for errors caused by incorrect Member information.

Your Member information will not be sold or rented to any company outside of School Health and its affiliated companies. In order to facilitate your account, we may share your information with our trusted vendors, who have agreed to keep your information confidential. Your information will be used for the purpose of account maintenance, improving not only your customer experience but also the range and types of products and services offered by us to you, as well as to notify you of special offers, promotions, and/or catalogs which may be of interest to you. Of course, we will comply with all laws regarding information access by federal and state authorities and may use such information to protect the integrity of the Program or the safety of the Members. If you do not wish to have your Member information utilized in this manner, you may cancel your participation in the Program at any time by contacting:

School Health Advantage Program
865 Muirfield Drive
Hanover Park, IL 60133

The failure of School Health to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of School Health, shall not be deemed a breach of this Agreement. If any such contingency shall last for more than sixty (60) days, School Health shall have the right to terminate this Program by giving notice with no further liability to any Member.

The laws of the state of Illinois, without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. If you take any legal action relating to your use of our Advantage Program or these Terms, you agree to file such action only in the state and federal courts located in Cook County, Illinois.

If School Health fails to act with respect to your breach or anyone else's breach on any occasion, School Health is not waiving its right to act with respect to future or similar breaches.

These Terms, together with those items made a part of these Terms by reference, make up the entire agreement between us relating to the Program, and replace any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The Program is void where prohibited by law. Member is solely responsible for compliance with all rules, regulations or guidelines of the School Health customer for whom the Member is acting.