



ePS End User Agreement SCHOLARSHIP MARKETPLACE

1. By using the Scholarship Marketplace, You are expressly indicating Your consent to be bound by (a) these terms and conditions, and (b) all additional terms and conditions set forth in the Terms of Use (TOU) and all other referenced links contained in this Agreement, which You must access and read as part of Your acceptance of this Agreement. All terms contained in the TOU, and in other referenced links, are incorporated herein by reference and are made an integral part of this Agreement (collectively, the "Agreement"). This Agreement is between you ("You") and e-Procurement Services ("ePS"), and covers Your use of the applicable Scholarship Marketplace (the "Service") to which Your State Association is subscribing and which are hosted and maintained on ePS' site ("Site").
2. Registration, User ID and Password. In completing the Registration process, You agree to provide true and current information about yourself and your Campus, and any other related information as reasonably required by ePS, and such information shall at all times be kept current. At the conclusion of the Registration process and acceptance of this Agreement, ePS shall issue to You a User ID and Password to access the Service through the Scholarship Marketplace account ("Account"). You shall be solely responsible for maintaining the confidentiality of Your User ID and Password and for all activities that occur while using the Service. You shall not share, assign or permit any third-party use of Your Account. You shall notify ePS immediately upon learning of any unauthorized use of Your Account. ePS shall not be liable for any loss or damages arising from Your failure to comply with this paragraph.
3. Terms of Use (TOU). Your use of the Service shall at all times be in accordance with the Terms of Use (TOU), and You agree that You shall at all times comply with the TOU, as set forth and posted on the Site at: <http://www.eprosvcs.com/>
4. User's Warranties and Representations. User warrants and represents that User (a) has the authority to enter into and bind User's Company to the terms of this Agreement; (b) shall ensure its users abide by all of the terms of this Agreement and all terms in the links referenced herein; (c) shall obtain all necessary consents or waivers from its business partners to post and publish their contact details and information and that third parties may contact such business partners in connection with User's postings; (d) is solely responsible for the contents of its communications and may be held legally liable or accountable for the content of any material User posts; (e) has obtained all necessary copyright or trademark licenses or permissions and shall be solely responsible for ensuring that any material it posts on the ePS Site or Service does not violate any intellectual property rights of any third party.
5. ePS Remedies. If User breaches this Agreement or the TOU, or if ePS has reasonable grounds to believe that User is in breach of the Agreement or of the TOU, ePS shall have the right to limit, suspend or terminate the Service and User's Account, prohibit access to the Site and its content, services and tools, delay or remove hosted Content, and take technical and legal steps to keep users off the Site without any compensation or liability to User, and ePS may refuse future use of the Service. ePS reserves the right, in its sole discretion, to remove any material posted by User it reasonably believes to be unlawful, could subject ePS to liability, violates this Agreement or the TOU, or is otherwise found inappropriate. ePS may disclose the User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and ePS shall not be liable for damages or results thereof. User agrees not to bring any action or claim against ePS for such disclosure.
6. Warranty and Warranty Disclaimer. ePS provides a limited Product Warranty that the Service shall materially conform to the Service description posted on ePS' Site. This warranty period shall be thirty (30) days from the date the Service is first made available for User's use. **THERE SHALL BE NO PRODUCT WARRANTY FOR ANY FREE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE, THE SITE AND THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, INCLUDING SOFTWARE OR SERVICES INCLUDED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE OR THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ePS EXPRESSLY DISCLAIMS, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ePS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CORRECTNESS OR ANY INFORMATION PROVIDED ON OR THROUGH THE SITE. SUBSCRIBER EXPRESSLY AGREES THAT USE OF THIS SITE AND THE SERVICE IS AT USER'S SOLE RISK.** Under no circumstances shall ePS be held liable for delay, failure or disruption of the Services or the Site, whether resulting from a force majeure condition or otherwise. No advice or information, whether oral or written, obtained by the User from ePS shall create any warranty not expressly stated herein. Any material downloaded or obtained through the Service or the Site is done at User's sole risk. User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material.
7. Limitation of Liability. **IN NO EVENT SHALL ePS BE LIABLE TO USER OR TO ANY THIRD PARTIES FOR ANY INABILITY TO USE THE SERVICE OR THE SITE (WHETHER DUE TO DISRUPTION, CHANGES TO OR TERMINATION OF THE SERVICE), PERFORM A TRANSACTION, ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT TO ANY COMMUNICATIONS OR TRANSMISSION OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR SAVING, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION), WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, OR ANY OTHER DAMAGES RESULTING FROM ANY OF THE FOLLOWING: (A) THE USE OR THE INABILITY TO USE THE SERVICE OR THE SITE TO PERFORM A TRANSACTION; (B) ANY DEFECT IN GOODS,**

SAMPLES, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED BY OR FROM A USER OR FROM A THIRD-PARTY SERVICE PROVIDER THROUGH THEIR SERVICE OF THE SITE; (C) UNAUTHORIZED ACCESS BY THIRD PARTIES TO DATA OR PRIVATE INFORMATION OF ANY USER; (D) STATEMENTS OR CONDUCT OF ANY USER OF THE SITE; (E) ANY MATTERS RELATING TO SERVICES HOWEVER ARISING, INCLUDING NEGLIGENCE. REGARDLESS OF THE FOREGOING, IF ePS IS FOUND TO BE LIABLE, ePS' LIABILITY TO USER OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID BY HEALTH SERVICES TO ePS IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY OR (B) ONE THOUSAND U.S. DOLLARS (\$1,000 USD).

8. **Indemnification.** User shall indemnify and save ePS, its subsidiaries, affiliates, directors, officers and employees harmless from any and all losses, claims, demands, actions, proceedings, liabilities, costs, expenses and damages (including legal fees and expenses) arising from (a) the User's use of the Site or Service; (b) the User's breach of any of the terms and conditions of this Agreement (including the TOU); or (c) the User's performance or non-performance with regard to a Transaction. User agrees ePS is not responsible, and shall have no liability to User, for any material posted by User or third parties, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material. If User does not initiate a timely defense of any claim, ePS reserves the right to assume the defense and control of any matter subject to indemnification by User, in which even the User shall reimburse ePS for all its legal expenses and fees.
9. **Changes.** User understands and acknowledges that ePS may amend this Agreement or the TOU (including any other supplemental links referenced herein) at any time by posting an amended version of the Agreement or of the TOU, or of any of the supplemental links on the Site, and User's continued use of the Service shall be deemed as acceptance of the amended Agreement.
10. **Intellectual Property Rights.** ePS is the sole owner or lawful licensee of all the rights to the Service and the Site. The Service and the Site embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Service and the Site shall remain with ePS, its affiliates or licensors. All software used to run and operate the Site is the property of ePS or its software suppliers and is protected by United States and international copyright laws. All rights not otherwise claimed under this Agreement or by ePS are hereby reserved. "ePS," "ePS.COM," and all other ePS.com graphics, logos, page headers, button icons, scripts and service names are trademarks, registered trademarks or trade dress of ePS and are protected under applicable copyright, trademark and other proprietary rights laws in the U.S. and/or other countries. ePS' trademarks and trade dress may not be used in connection with any product or service that is not ePS' in any manner that is likely to cause confusion among consumers or in any manner that disparages or discredits ePS. All other trademarks not owned by ePS that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ePS. The unauthorized copying, modification, use or publication of these marks is strictly prohibited. One or more patents owned by ePS apply to the Site and to the features and services accessible via the Site. Portions of the Site may operate under license of one or more patents.
11. **General.** This Agreement (including the Terms of Use and Privacy Policy) constitutes the entire agreement between the User and ePS with respect to access to and use of the Service and the Site, superseding any prior online subscription agreements in relation to the same subject matter herein. This Agreement shall not affect any other formal written agreements that are in place between ePS and the User, and any conflicting terms between such written and executed agreements shall be resolved in favor of the written, signed agreement. ePS and the User are independent contractors. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. If any provision herein is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. ePS' failure to enforce any right or failure to act with respect to any breach by User will not waive that right nor waives ePS' right to act with respect with to subsequent or similar breaches. ePS shall have the right to assign its obligations and duties in this Agreement to any person or entity. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of California.



Terms of Use

ePS and/or its affiliates (“ePS”) provides to Users of its Service certain web-based commerce-facilitating applications, on a subscription basis, as further set forth at <http://www.eprosvcs.com/> (“Service/s”), and hosting for such Services on ePS’ website (“Site”) subject to the terms and conditions of the online subscription agreement and these Terms of Use (“TOU”). A User, for purposes of this TOU, may be either a buyer or seller of products and services using the ePS Service and Site. All terms not defined in this TOU document shall have the meanings ascribed to them in the End User agreement which, by use of the Service and the Site, User agrees to and accepts.

General Terms of Use for All ePS Service/s: User Content

1. **Legal Compliance.** Without limiting other remedies, ePS may limit, suspend or terminate the Service and any user accounts, prohibit access to the Site and its content, services and tools, delay or remove hosted Content, and take all necessary technical and legal steps to keep users off the Service and the Site if ePS reasonably believes that there has been a violation of the TOU, or if the User’s use of the Service or the Site is otherwise creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of this TOU.
2. **Reservation of Rights.** ePS reserves the right to make changes to the Site, its policies and this TOU at any time. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
3. **Site Usage.** The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of ePS. Users may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of ePS without express written consent. Users may not use any meta tags or any other “hidden text” utilizing ePS’ name or trademarks without the express written consent of ePS. Users are granted a limited, revocable and nonexclusive right to create a hyperlink to the home page of ePS.com so long as the link does not portray ePS or its products or services in a false, misleading, derogatory or otherwise offensive matter. Users may not use any ePS logo or other proprietary graphic or trademark as part of the link without express written permission.
4. **Privacy.** Please review ePS’ Privacy Policy, which also governs a User’s visit and use of the Site and Services, located at: [Link to Privacy Policy](#).
5. **Electronic Communications.** When a User visits the Site or sends e-mails to ePS, the User is communicating with ePS electronically. By doing so, the User consents to receiving communications from ePS electronically. ePS will communicate with Users by e-mail or by posting notices on the Site. User agrees that all agreements, notices, disclosures and other communications that ePS provides electronically satisfy any legal requirement that such communications be in writing.
6. **Specific Terms of Use for the “ePS Procurement Service.”** If User is accessing and using the ePS Service known as “ePS Procurement,” then the following additional terms apply: “Products” means any and all goods or services available from Suppliers for sale via the ePS Procurement module. “Supplier/s” means third-party businesses that make their Products available for purchase through the ePS Procurement module. “Transaction” means an order initiated by User through the ePS Procurement module for the procurement of Products that is accepted by a Supplier. User will submit orders for Products through the ePS Procurement module. All changes, returns and cancellations are subject to the policies and fees of the applicable Supplier and shall be enforced between User and the applicable Supplier. Title and risk of loss for any returned Products shall be as provided for in the applicable Supplier’s policy. ePS Procurement module is only a conduit through which User and Suppliers can negotiate and enter into Transactions for the purchase and delivery of Products. ePS is not a party to the Transaction between User and Suppliers. ePS assumes no responsibility of any kind or under any theory of liability for: (a) any issues or claims related in any way to Products offered or sold through the ePS Procurement module; or (b) the actions or policies of customers (including User) purchasing Products or Suppliers selling Products through the ePS Procurement module. User acknowledges that ePS does not and will not under any circumstances take or assume title to or assume the risk of loss in connection with Products sold or distributed by Suppliers or made available through the ePS Procurement module. Any and all warranties, obligations and/or support offered for the Products in connection with the use and/or sale of Products or made available for the Products through the ePS Procurement module are provided through and the responsibility and liability of the applicable Supplier and/or its manufacturers. In no event will ePS be responsible for such warranties, obligations and/or product support. Further, ePS shall not be liable to or responsible for the quality, safety, lawfulness or availability of the Products, or the ability of Suppliers or buyers to complete a sale or purchase. ePS does not represent any Supplier or buyer in any Transaction. User acknowledges it may be at risk dealing with people acting under false pretenses. ePS does not confirm each user’s purported identity and will not be liable for any User’s reliance on the Service. User is solely responsible for all of the terms and conditions of the Transactions, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. User acknowledges and agrees it is assuming the risks of sourcing, purchase and sale transactions when using the Service. User expressly agrees that ePS shall not be liable or responsible for any damages User incurs as a result of or in connection with any Transaction and shall look to Supplier for any and all recourse, including any warranty or legal obligations concerning the Products.



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Information Collection

Generally, you can visit our Site without revealing any personally identifiable information about yourself. ePS collects personally identifiable information only when you voluntarily provide it to us, such as when you register with ePS for an ePS account, when you use certain ePS products or services, when you register to attend a seminar or participate in an online survey, when you ask to be included in an e-mail or other mailing list, when you submit purchase order information, or when you submit an entry for a sweepstakes or other promotions, or when you submit your personally identifiable information to ePS for any other reason. Access to certain areas of the Site, such as an ePS account, is password restricted, and to enter, you must register to receive a username login and password. The use of these areas of the Site, and the information or programs downloadable from these areas, may be governed by a separate written agreement with ePS. Unless you request deletion of your personally identifiable information as specified below, your personally identifiable information may be retained by ePS to verify your compliance with the applicable ePS agreement, log software licenses granted, track software downloaded from those pages, or track usage of other applications available on those pages.

Notice and Opt-Out

Prior to making certain uses of your personally identifiable information, for example, and without limitation, marketing, we may give you the opportunity to “opt out” of receiving direct marketing or market research information. This means we assume you have given us your consent to collect and use your personally identifiable information in accordance with this Privacy Statement unless you take affirmative action to indicate that you do not consent, or opt out, by clicking or checking the appropriate option or box included with certain marketing materials. In some cases, we may provide you with the opportunity to “opt in.” This means we will require your affirmative action to indicate your consent before we use your personally identifiable information for purposes other than the purpose for which it was submitted.

Aggregate Information

When you browse the Site, you do so anonymously, unless you have previously indicated that you wish ePS to remember your login and password. The Site may track the total number of visitors to our Site, the number of visitors to each page of our Site, IP addresses, and the domain names of our users’ Internet Service Providers, and we may analyze these data for trends and statistics in the aggregate, but such information will be in aggregate form only and it will not contain personally identifiable information. Such aggregate information is not linked to any personally identifiable information that can identify any individual person. We may use such aggregate information to analyze trends, administer the Site, track users’ movement, and gather broad demographic information for aggregate use.

Cookies and Tracking Technology

A cookies is a small data file that certain Web sites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you have visited, but the only personally identifiable information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. Like many other commercial Web sites, some parts of the Site use cookies to track user traffic patterns. We do this in order to determine the usefulness of our Site information to our users and to see how effective our navigational structure is in helping users reach that information. If you prefer not to receive cookies while browsing our Site, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of the Site if you do so. In particular, you may be required to accept cookies in order to complete certain actions on Site. You do not need to have cookies turned on, however, to use/navigate through many parts of the Site.

How We Use Information Collected

ePS may use your personally identifiable information for the following purposes: to fulfill your requests for certain products and services, to personalize your experience on our Site, to keep you up to date on the latest product announcements, software updates, special offers or other information we think you’d like to hear about either from us or from our business partners, to verify your authority to access the Site and certain password restricted areas and to better understand your needs and provide you with better services. We may also use your information to send you, or to have our business partners send you, direct marketing information or contact you for market research.



Information Sharing and Disclosure

ePS may share your personally identifiable information with ePS service providers and vendors and other companies or people under any of the following circumstances: when we have your consent to share the information; when we need to share your information to provide the product or service you have requested; when we need to send the information to companies who work on behalf of ePS to provide a product or service to you (we will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose); or when we want to keep you up to date on the latest product announcements, software updates, special offers or other information we think you would like to hear about, either from us or from our business partners (unless you have opted out of these types of communications). We will also disclose your personally identifiable information if we reasonably believe we are required to do so by law, regulation or other government authority or to protect the safety of an individual, the public or this Site. We may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which ePS participates or to a purchaser of all or substantially all of ePS's assets. Such successor entity will be bound by the terms and conditions of the Privacy Statement.

Your Ability to Review, Update and Delete Your Account and Information

If you are a registered ePS user, you can review, update and delete your personally identifiable information by accessing your User Profile within your Marketplace. <https://epsprocure.e-procurement-services.com/osp/oc> You may also request to review, update or delete your ePS account or any of your personally identifiable information held by us by sending an e-mail to eps-help@eprosvcs.com or your system administrator.

Data Security

Your ePS account information is password protected for your privacy and security. ePS safeguards the security of your personally identifiable information that you provide to us with physical, electronic and managerial procedures. In certain areas of our Site, ePS uses industry-standard SSL-encryption to enhance the security of data transmissions. While we strive to protect your personally identifiable information, we cannot ensure the security of the personally identifiable information you transmit to us, and so we urge you to take every precaution to protect your personally identifiable information when you are on the Internet. We urge you to change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser. Your personally identifiable information may be stored and processed in the United States or any other country where ePS is located.

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Changes to This Privacy Statement

ePS may need to update or amend this Privacy Statement from time to time. If so, we will post our updated Privacy Statement on <http://www.eprosvcs.com/> so that you are always aware of what personally identifiable information we may collect and how we may use this information. ePS encourages you to review this Privacy Statement regularly for any changes. Your continued use of this Site will be subject to the then-current Privacy Statement. If we make any substantial changes in the way we use your personally identifiable information, we may post a notice on this Site alerting you to the change.

Questions or Suggestions

If you have questions or concerns about our collection, use or disclosure of your personally identifiable data, please contact ePS at 1.855.690.3774 or eps-help@eprosvcs.com.