

# Clover Environmental Solutions

## PROGRAM TERMS

**Last Modified:** April 30<sup>th</sup>, 2019

Please read the following Program terms (the “Terms”). You must accept the Terms in order to register for the Clover Environmental Solutions Recycling Program (the “Program”).

You hereby confirm that you are an authorized representative of the entity you are enrolling in the Program (the “Participant”) and are authorized to enroll the Participant and agree to the Program terms on its behalf. Participation in the Program is subject to the following Terms, which may be updated from time to time at the sole discretion of Clover Environmental Solutions (“CES”). By registering for the Program, You acknowledge that you have read these Terms and that Participant agrees to be bound and abide by these Terms, our Privacy Policy and our Terms and Conditions, found at <http://cloverenvironmental.com> incorporated herein by reference. Should Participant object to any term or condition of these Terms, any guideline, or any subsequent modification thereto, Participant’s only recourse is to immediately discontinue participating in the Program.

1. Credit in The Program will be awarded by CES to Participant and credited to its account based upon the values established by CES for qualifying products (herein referred to as "Products"). CES, in its sole discretion, will determine, at any point in time, which types of Products are qualifying, the credit assigned to the various types of Products, and the monetary equivalent value of each credit awarded under the Program. CES may change, at any point in time and without prior notice to the Participant, the credit assigned to the various types of Products, the designation of which types of Products qualify, and the monetary value of each credit in the Program. Product values can be found at <http://cloverenvironmental.com>.
2. Do not send any item other than items listed on the qualifying Products found on <http://cloverenvironmental.com>. CES will not issue credits for non-qualifying Products and will not return any Products or other items shipped not listed on the qualifying list of Products, as updated from time to time. Products that are on the Buyback List but are damaged at the time of processing are considered non-qualifying. Products that are shipped to the Company are not eligible for return.
3. CES reserves the right to cancel an account, charge a fee, or deduct a recycling fee from your proceeds as follows for non-qualifying product:
  - \$0.50 per inkjet cartridge or ribbon
  - \$1.75 per toner cartridge
  - \$1.75 per toner tube, toner bottle or toner tank
  - \$1.75 per printer components
  - \$1.00 per cellphone or small electronic

4. If you are using a box that contains a prepaid shipping label from the Company, or have downloaded a prepaid shipping label from the website, the Company reserves the right to deduct \$7.50 per box if it contains less than the minimum number of Products per box. The minimum number of Products to ship per box is as follows:
  - 20 pounds of items consisting of empty ink and toner cartridges, used fusers, cell phones and small electronic devices; or
  - 20 items consisting of empty ink and toner cartridges, used fusers, cell phones and small electronic devices.

The Company reserves the right to charge \$4.00 for recycling boxes provided by Company to you that remain unreturned after a period of 1 year. If the Company is picking up pallets of Product at its expense, the Company reserves the right to deduct all freight charges from shipments that contain less than 5 pallets and/or less than 50 Products per pallet.

5. Participant must designate a coordinator (the "Coordinator") to participate in The Program. Participant's account and credits may be accessed only by means of the username and password of the Coordinator designated for the Participant's account. CES shall be entitled to rely absolutely and conclusively on all transactions undertaken by means of the username and password of the Participant's Coordinator and all such transactions shall be binding on the Participant. Recycling accounts will remain active as long as CES receives at least one (1) Product from Participant in the latest 12-month period. If Participant does not send at least one Product to CES within any 12-month period then CES has the option to pay Participant the remaining balance in the account and to close Participant's account.
6. Product Eligibility – CES shall determine, in its sole discretion, which products are eligible for purchase and/or recycling. CES may terminate the eligibility of certain Products at any time without advance notice, but such termination will not affect any Products for which a Participant has already been credited.
7. Participant shall be entitled to payment when the value of Participant's account reaches Fifty dollars (\$50.00). Payment will be made by check, at which time Participant's account will be reset at zero. Lost or stolen checks that have been cashed will not be reissued. Participant is responsible for taxes, charges or other liabilities related to or resulting from participation in the Program.
8. Condition Defined – The value of the Product varies based on age, condition, features and demand for that particular Product. Product condition is determined by CES, in its sole discretion, when it receives and inspects the Product(s).
9. CES may specify additional provisions pertaining to the Program, including descriptions and details of the Program, throughout this website, and Participant shall be bound by all such additional provisions, descriptions and details; provided, however, that if these Terms conflict with any of the Terms in this Agreement, these Terms shall govern.
10. CES may change these Terms at any time without prior notice and Participant will be bound by all such changes as of the date they appear on this website.
11. Either party, without notice, may terminate this Agreement at any time for any reason at which time any unpaid balance will be paid out.

12. Indemnification –Participant agrees to indemnify and hold CES harmless from any claim or demand, including reasonable attorney fees, made by any third party arising out of, or related to, Participant’s violation of these Terms or violation of any law, regulation or third-party right.
13. Questions and Suggestions – If Participant has any questions or suggestions about the Program, please contact us by mail at:

Clover Environmental Solutions  
4200 Columbus Street  
Ottawa, IL 61350

General Information – These Terms constitute the entire agreement between Participant and CES and govern Participant’s use of the Services, superseding any prior agreements between Participant and CES. These Terms and the relationship between Participant and CES shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. Any failure of CES to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Participant agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.