

TERMS AND CONDITIONS

The Fair Food Network, a Michigan nonprofit corporation (“FFN”) welcomes you to the Double Up Food Bucks Program (the “Program”). We ask that you read the following terms and conditions, which constitute a license that covers your use of the Program and any transactions that you engage in while using the Program (“Agreement”). By using the Program, you acknowledge that you have read, understand, and agree with the terms of this Agreement. If you do not wish to be bound by these terms, please do not use the Program.

FFN may revise this Agreement at any time. Your continued use of the Program constitutes assent to any modifications to this Agreement that are posted on the Program website (<http://www.doubleupfoodbucks.org/>) effective as of the posting date.

USING THE PROGRAM

This Agreement is a legally binding agreement made between you and FFN concerning your enrollment and use of the Program.

1. Program.

a. The Program doubles the value of federal Supplemental Nutrition Assistance Program (“SNAP”) benefits spent at participating farmers markets and grocery stores (the “Vendors”) using the Program application developed by Epic Technology Solutions (“Epic”) for any Qualified Purchase (as defined below).

b. At a participating grocery store other than the Flint Farmers Market, a “Qualified Purchase” is defined as a purchase of milk or fresh, frozen, canned or dried fruits and vegetables without added oil, sugar, or salt.

c. At the Flint Farmers Market only, a “Qualified Purchase” is defined as any eligible SNAP item.

d. A “Participant” is any authorized user of the Program. This Agreement applies to users who are Participants.

e. For every penny of SNAP benefits spent with a Vendor, FFN will provide a matching amount in benefits (a “Match”) on your Food Bucks Card (“Card”), subject to the limitations described below and throughout this Agreement.

2. Program Limitations. The following limitations apply to the Program:

a. The Match will not exceed \$20 per day.

b. Redemption of any Match amounts may only be used for fresh fruits and vegetables, as determined in the sole discretion of FFN.

c. Each Participant must present a SNAP Bridge Card, a state-issued ID, and the Participant’s Card at the time of purchase to earn a Match and also to redeem any Match amounts.

3. Participant Enrollment. By enrolling in the Program as a Participant, you agree and represent the following information:

a. You are of legal age and otherwise capable of forming a legally binding contract.

b. All information you submit to FFN or a Vendor in connection with our Program is truthful and accurate, and you will promptly contact us to update any information supplied to us to ensure accuracy at all times.

c. You agree to submit the following information to FFN or a Vendor to use the Program: name, address, phone number, email, number from your state-issued ID, and any additional demographic data.

d. You agree to be contacted by email, regular postal mail, telephone, and SMS and text messaging for the purposes of Program evaluation.

e. FFN may contact you by email, regular postal mail, telephone, and SMS and text messaging for the purposes of marketing and advertising of the Program, if, and only if, you agree to such contact.

f. FFN, the Vendors, and Epic may store any and all information submitted by you to FFN or as part of the Program, including, but not limited to, your name, address, phone number, email address, number from state-issue ID, and any additional demographic data.

g. You will not use the Program to engage in, participate, or encourage any illegal or unlawful activity.

h. You would not violate any applicable law or regulation by your participation in the Program.

i. FFN may create and access your Program account.

j. FFN may adjust your Program account balance to comply with the Program, this Agreement, and any applicable law or regulation, as determined in FFN’s sole discretion.

4. Disclaimer of Warranty. You expressly agree that the use of the Program is at your sole risk. Neither FFN, its affiliates, the Vendors, Epic, nor any of their officers, directors, employees, agents, third-party content providers, nor licensors (collectively, the “Providers”), warrant that the Program will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Program, or as to the accuracy, completeness, reliability, security or currency of the Program.

FFN reserves the right, in its sole discretion, to correct any errors or omissions in the Program. FFN may make any changes to the Program at any time without notice.

THIS PROGRAM IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. FFN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE OPERATION OF THE PROGRAM. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FFN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE PRODUCTS PURCHASED USING THE PROGRAM GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL FFN BE LIABLE TO YOU, ANY OTHER PARTICIPANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE PROGRAM, EVEN IF FFN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FFN'S LIABILITY TO YOU FOR ANY REASON WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AN AMOUNT NO GREATER THAN THE SUM OF ALL QUALIFIED PURCHASES BY YOU.

6. Indemnification. You agree to indemnify, defend, and hold harmless FFN, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to your use of the Program, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right. For purposes of this Section 6 only, “you” or “your” includes you as defined above and any person you have allowed to access your Card with the Program (whether intentionally or through your failure to keep your Card secure).

7. Privacy Policy. FFN's Privacy Policy governs the use of information that FFN obtains from you through your use of the Program. The Privacy Policy can be accessed at <http://www.doubleupfoodbucks.org/> and is incorporated by reference into this Agreement.

8. Limitation on Claims. Any cause of action you may have with respect to the use of this Program must be commenced within one year after the claim or cause of action arises.

9. Term and Termination. Without limiting its other remedies FFN may immediately discontinue, suspend, terminate or block your and any Participant's access to the Program at any time in our sole discretion, for your breach of any representation, warranty or covenant contained in this Agreement, or of any applicable law or regulation, or of any rule or intent of FFN. In such event you are not entitled to any account balance on your Card. FFN does not guarantee existence of the Program until any future time. FFN reserves the right to terminate the Program at will.

10. Miscellaneous.

a. Update to Terms and Conditions. We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to <http://www.doubleupfoodbucks.org/>. It is your responsibility to go there and review the most current terms and conditions. FFN does not and will not assume any obligations to notify you of changes to this Agreement.

b. No Third-Party Beneficiaries. This Agreement controls the relationship between FFN and you. This Agreement does not create any third-party beneficiary rights in any party.

c. No Waiver. No waiver by any party of any breach or default of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

d. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of this Agreement will continue in full force and effect.

e. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan and the United States, without regard to conflict of law principles. FFN makes no representation that the Program is appropriate or available for use outside the United States. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the state of Michigan for any disputes arising out of or related to the Program.

f. Entire Agreement. This Agreement constitutes the entire agreement between FFN and you with respect to the Program. The Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and FFN with respect to the Program. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.