

DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

Image Payless ShoeSource

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Eastborough, Inc.

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Information that you submit to Eastborough, Inc.

We welcome your comments regarding our merchandise and services, and about our web site. Any notes, messages, ideas, suggestions or other material that you send to us will become the property of Eastborough, Inc. We may use the material in any way we choose for as long as we choose without any restrictions. By sending us the material, you agree that we have the right to publish the material for any type of use including promotional and advertising purposes and that we do not owe you any compensation for using the material. Because we have an unlimited right to use whatever you send us without paying you any compensation, please do not send us any original creative materials such as artwork, stories, slogans, or product designs.

Image Links to other sites.

As a convenience to our customers, we have included links from our site to sites that are owned by entities that are not affiliated with Eastborough, Inc. Eastborough, Inc. and the entities affiliated with Eastborough, Inc. do not operate or control the content of these sites. We also do not control the goods or services offered through these sites. When you access one of these sites through a link on the Eastborough, Inc. site, you do so at your own risk. When you click on the Payless.com link to the other site, you actually leave the Eastborough, Inc. site. So, Eastborough, Inc. and its affiliates expressly disclaim any liability for any injury you experience while you are in one of these other sites.

Colors

Colors

We make every effort to display the colors of our products included on this site as accurately as possible. Because the colors that you see depend on your monitor, we do not guarantee that your monitor's display of any color is accurate. The selection of items online often varies from the items featured in our stores and in our store advertisements. Supplies of items featured online are not subject to rain checks.

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Termination of Agreement

These Terms and Conditions will continue as an agreement between us until we terminate them, which we may do at any time without notice to you. We also may terminate your right to use this site immediately and without notice to you if, in our sole discretion, you fail to comply with any of these Terms and Conditions. If we do terminate your right to use this site, then you are no longer authorized to access or use any of the benefits of this site. In addition, the restrictions we have imposed on you concerning copying or downloading information, and the disclaimers and limitations or liabilities that we have stated in the Terms and Conditions will survive our termination of the agreement. The Terms and Conditions that we have stated in this site are the entire agreement between us relating to each of the issues discussed in those Terms and Conditions.

Disputes

If you have concerns about our web site, we encourage you to contact us. If you decide to pursue a claim against us, our agreement is governed by and shall be construed in accordance with the laws of the State of Kansas without giving effect to any principles of conflicts of law. You agree to bring any claims against Eastborough, Inc. exclusively in the state or federal courts of Kansas. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Go to Contact page

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Promotions, coupons and discount codes

From time to time, Payless.comSM features various promotions. These promotions may include "free" offers, coupons, or other similar types of promotions. We have established a few simple rules that apply to these promotions:

All Promotions

- All promotions are subject to the terms and conditions as shown on this site.
- We reserve the right to limit quantities purchased.
- All promotions are for a limited period, and the dates covered by the promotion are listed on this site.
- Various promotions have minimum purchase amount requirements. Those requirements are set forth as part of the online promotion description. When calculating the minimum purchase amount, we do not include charges for shipping, handling, or the applicable tax.

• At times, we run two or more promotions simultaneously. We state as part of the online description of a promotion whether it can be used in combination with another promotion.

- Unless otherwise stated as part of the promotion description, all promotions require a purchase.
- Shipping upgrade offers available only to non-P.O. Box addresses in the continental U.S. Not available for purchases that will be delivered to APO's, FPO's, Alaska or Hawaii.
- All promotions are void where prohibited by law.

Coupons

- All terms stated on a printed coupon that may be used for web store purchases, also apply to use of the coupon through Payless.comSM.
- Any use of a coupon for products other than those indicated constitutes fraud.
- You are responsible for any applicable sales tax.
- Coupons issued in Puerto Rico or Canada currently are not accepted for online purchases.
- Refunds for items purchased through the web store using a coupon will be at the price actually paid for the item, not at the full price.
- Only one coupon may be used for each web store transaction. However, you may use a coupon for more than one web store transaction. A
 transaction occurs when you fully complete the checkout process.
- Coupons have no cash value.
- Payless.comSM does not accept coupons from issuers other than Payless ShoeSource, Inc. and its subsidiaries.

Free

- Items received "free" may not be returned.
- You may receive one or more "free" items with each online transaction subject to the terms and conditions of the promotions in effect at the time of the transaction.
- When you receive a "free" item as part of a promotion, you are not charged shipping or handling fees for that "free" item.

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Tower Records.Com

Privacy Policy - http://www.towerrecords.com

Tower Records Privacy Guarantee:

Your privacy is important to us. Tower Records is committed to safeguarding your privacy online. We will never share your personal information with anyone for any reason without your explicit permission.

Please read the following policy to understand how your personal information will be treated as you make full use of our many offerings.

What personal information do we collect?

Tower Records collects information in several ways from different parts of our website. Some personal information is gathered when you register to open an account. During registration, Tower Records asks for your name, email address, birth date, gender, zip code, favorite genres of music and favorite artists. The more information you volunteer (and the more accurate it is), the better we are able to customize your experience.

In addition to registration we may ask you for personal information at other times, including (but not limited to) when you enter a sweepstakes, contest or promotion sponsored by Tower Records and/or our many partners; and when you report a problem with one of our sites or services.

If you contact Tower Records we may keep a record of that correspondence. Tower Records also occasionally asks users to complete surveys that we use for research purposes. Wherever Tower Records collects personal information we make an effort to include a link to this Privacy Policy on that page.

What are cookies and how does Tower Records use them?

"Cookies" are small pieces of information that are used to store and sometimes track information about you. Cookies are stored by your browser on your computer's hard drive. Most browsers automatically accept cookies, but you can configure your browser to prevent that.

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Generally, we use cookies to:

- 1. Remind us of who you are and to access your account information in order to provide you with a more personalized service.
- 2. Estimate our audience size.
- 3. Assist departments in Tower Records to track visits to and business at their departments, and to process the items in your shopping bag.
- 4. Track your entries, submissions, and status in some of our promotions, sweepstakes and contests. Tower Records also collects IP addresses for system administration and to report aggregate information to our advertisers.

How does Tower Records use my information?

Tower Records' primary goal in collecting personal information is to provide you with personalized services, interactive communications and online shopping.

Who is collecting information?

When you are on a Tower Records web site and are asked for personal information, you are sharing that information with Tower Records alone. Some data collected during a promotion may be shared with the sponsor. If data will be shared, you will be notified prior to the time of data collection or transfer. You can decide not to participate in the promotion if you don't want your data to be shared.

With whom does Tower Records share my information?

Tower Records does not sell, trade, or rent your personal information to others. We will not disclose any of your personally identifiable information except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it. Except, Tower Records may share your personal identification information with our contractors to improve services to you, but only if the contractor agrees to keep such information confidential.

What choices do I have on the collection, use, and distribution of my personal information?

You have choices about how the information you have provided us may be used by us to make special offers to you. You can direct us to have your name and address removed from our mailing list.

What is Tower Records' policy on allowing me to update, correct, or delete my personally identifiable information?

You may edit your Tower Records Account Information at any time by using your Tower Records ID and password. Your Tower Records account can be deleted or deactivated, but doing so will result in not being able to access any members-only area of the website.

How does Tower Records protect my personal information?

We use the state-of-the-art technology to safeguard your personal information as secure as possible. All Tower Records employees are required to acknowledge that they understand and will comply with this privacy policy. Employees who violate this policy will be subjected to disciplinary action, up to and include termination.

What security precautions are in place to protect the loss, misuse, or alteration of my information?

Your Tower Records account personal information is password-protected so that you and only you have access to this personal information. You may edit your Tower Records Account Information by using your Tower Records ID and password.

Tower Records takes steps to ensure that your information is treated securely and in accordance with the relevant Terms of Service and this Privacy Policy. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, Tower Records cannot ensure or warrant the security or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

What else should I know about my privacy?

Please keep in mind that whenever you voluntarily disclose personal information online - for example on message boards, through e-mail, or in chat areas - that information can be collected and used by others. You are solely responsible for maintaining the secrecy of your passwords and/or any account information. Please be careful and responsible whenever you're online.

If you have any questions or concerns, please email: feedback@towerrecords.com

eBay User Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH EBAY OFFERS YOU ACCESS TO OUR SERVICES

that our User Agreement Frequently Asked Questions at (http://pages.ebay.com/help/basics/f-agreement.html) or our User Agreement Revision Frequently Asked Questions at (http://pages.ebay.com/help/basics/uarevision1-faq.html) cannot answer, please contact agree-questions@ebay.com.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site. This Agreement may not be otherwise amended except in a writing signed by you and eBay Inc. This agreement was last revised on September 27th, 1999.

1. Membership Eligibility

Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you do not qualify, please do not use our services. Further, our services are not available to temporarily or indefinitely suspend eBay members.

2. Fees and Services

Joining and bidding on items at eBay is free. Our Fees and Credits Policy is available (at http://pages.ebay.com/help/ sellerguide/selling-fees.html) and is incorporated by reference. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen (14) days' notice of the changes by posting the changes on the announcements board. However, we may choose to temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the announcements board. When you list an item you have an opportunity to review and accept the fees that you will be charged for the use of our listing services. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

3. eBay is Only a Venue.

- **3.1 Overview.** Our site acts as the venue for sellers to list items (or, as appropriate, solicit offers to buy) and buyers to bid on items. We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or seller will actually complete a transaction.
- **3.2 Safe Trading.** Because user authentication on the Internet is difficult, eBay cannot and does not confirm each user's purported identity. Thus, we have established a user-initiated feedback system to help you evaluate with whom you are dealing. We also encourage you to communicate directly with potential trading partners. You may also wish to consider using a third party escrow service or services that provide additional user verification. See our Buying and Selling Tools page (at http://pages.ebay.com/services/buyandsell/index.html).

http://pages.ebay.com/services/buyandsell/index.html).

- **3.3 Release.** Because we are not involved in the actual transaction between buyers and sellers, in the event that you have a dispute with one or more users, you release eBay (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- **3.4 Information Control.** We do not control the information provided by other users which is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

4. Bidding and Buying.

If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid is accepted by the seller, you are obligated to complete the transaction with the seller, unless the item is listed in a category under the Non-Binding Bid Policy (at http:// pages.ebay.com/help/community/png-nbb.html) or transaction is prohibited by law or by this Agreement. By bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of this Agreement or unlawful. Bids are not retractable except in exceptional circumstances such as when the seller materially changes the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity. If you choose to bid on adult items, you are certifying that you have the legal right to purchase such items.

5. Listing and Selling.

- **5.1 Listing Description.** Listings may only include text descriptions, graphics and pictures you supply to our site (or that you link to from our site) that describe your item for sale (or as appropriate, for which are soliciting offers to buy). All listed items must be listed in an appropriate category. All Dutch auction items must be identical (the size, color, make, and model all must be the same for each item). At any one time you may not promote identical items in more than ten (10) listings (whether Dutch or Regular auction style) on our site.
- **5.2 Binding Bids.** Except for items listed in a category under the Non-binding Bid Policy, if you receive at least one bid at or above your stated minimum price (or in the case of reserve auctions, at or above the reserve price), you are obligated to complete the transaction with the highest bidder upon the auction's completion, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of your listing (such as payment method), or (b) you cannot authenticate the buyer's identity.