

PaySchools User Terms and Conditions

Effective Date: February 1, 2017

1. INTRODUCTION AND ACCEPTANCE

Welcome to the website of CP-DBS, LLC dba PaySchools ("PaySchools", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference and any Additional Terms (as discussed in Section 14) (collectively, these "Terms of Use"), govern your access to and use of any website on which they are posted, including any content, functionality, applications, or services offered on or through such website (the "Services"), whether as a guest or a registered user.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING FOR OR USING THE SERVICES YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 14 BELOW. You are responsible for ensuring that all persons who access our use our Services through your internet connection are aware of these Terms of Use and comply with them.

Specific terms applicable to our PaySchools Central service are set forth in Section 17 below. Specific terms applicable to our QuikApps service are set forth in Section 18 below.

2. YOUR PRIVACY

PaySchools may collect information about you and your use of our Services. Use and disclosure of such information is governed by our Privacy Statement, which is posted on the PaySchools website. A copy of this statement may also be obtained from the PaySchools Support Center. By using the Services, you agree to the terms of our Privacy Statement.

3. REGISTRATION AND ACCESS AND USE THE SERVICES

(a) Our Services are provided to schools and school districts (hereafter "School") pursuant to agreements that we have entered into with the School. In turn, our Services are made available by Schools to parents, guardians, and their designees to, among other things, access student information, view student account information, and to make payments to Schools for meals, tuition, and other fees and expenses. If you are not a parent, guardian, or other designee of a student in a school district that uses our Services, you must not register for, access, or use our Services.

(b) User Accounts. To use most aspects of the Services, you must register for and maintain an active user account. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any

provision of these Terms of Use. You agree to notify us immediately at the PaySchools Support Center (as set forth in Section 19) of any unauthorized use of your account.

(c) Network Access and Devices. The Services may be accessed by the internet. You are responsible for obtaining network and internet access necessary to use the Services. If you access the Services from a mobile device, then your mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware and devices to access the Services.

(d) Social Media Features. If we provide social media features with certain content, you make take such actions as are enabled by such features.

(e) Access from the PaySchools App. As part of the Services, users can download and use the PaySchools mobile application (the "PaySchools App"). You may download a copy to your mobile device and use the PaySchools App in accordance with the following terms:

(i) License. PaySchools grants you a limited, revocable, non-exclusive and nontransferable license for your own personal, non-commercial use in the United States to (a) download, install, and use the PaySchools App on a mobile device owned or otherwise controlled by you ("Mobile Device"); and (b) access and use the Services through the PaySchools App, strictly in accordance with these Terms of Use.

(ii) Restrictions. You shall not: (a) copy the PaySchools App, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the PaySchools App; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the PaySchools App or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the PaySchools App, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the PaySchools App, or any features or functionality of the PaySchools App, to any third party for any reason; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the PaySchools App.

(iii) Updates. PaySchools may from time to time in its sole discretion develop and provide PaySchools App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that PaySchools has no obligation to provide any Updates or to continue to provide or enable any features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the PaySchools App will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the PaySchools App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the PaySchools App and be subject

to all terms and conditions of these Terms of Use.

(iv)Text Messaging. By using the PaySchools App or by otherwise providing us with your mobile phone number in connection with your use of the Services, you agree that we may communicate with you regarding PaySchools and other entities by SMS, MMS, text message or other electronic means to your Mobile Device and that certain information about your usage of the PaySchools App and our Services may be communicated to us. If you change or deactivate your mobile telephone number, you agree to promptly update your PaySchools account information to ensure that your messages are not sent to the person that acquires your old number. You may stop text messages from us by following the instructions provided through the text messages. However, if you opt out of receiving text messages from us, your ability to use the Services may be impacted.

(v) Export Regulations. The PaySchools App may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the PaySchools App to, or make the PaySchools App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the PaySchools App available outside the US.

4. INTELLECTUAL PROPERTY RIGHTS

Our Services are owned by PaySchools, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not modify, copy, record, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

5. TRADEMARKS

The PaySchools Central name, PaySchools Central logo and all related names, logos, product and service names, designs and slogans are trademarks of PaySchools or its affiliates or licensors. You must not use such marks without the prior written permission of PaySchools. All other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners.

6. PROHIBITED ACTIVITIES

You may use our Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Services:

- In any way that violates any applicable federal, state, local or international law or regulation including, without limitation, any laws governing the export of data or software to and from the United States or other countries, intellectual property laws, and laws relating to data protection and privacy.
- To impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm PaySchools or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use any payment source you are not authorized to use or engage in any fraudulent transaction.
- Manipulate or abuse the credit card or ACH payments process in any way including, but not limited to, making a payment to create cash from a credit or gift card.
- Use the Services for any unauthorized or illegal purpose.
- Access the Services from a country other than the United States.
- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the website.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services (including the website, the server on which the website is stored, or any server, computer or database connected to the website).
- Attack Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

7. DISCLAIMER

(a) WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR YOUR USE OF THE SERVICES, OR ON ANY WEBSITE LINKED TO BY THE WEBSITE.

(b) YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS

CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PAYSCHOOLS NOR ANY PERSON ASSOCIATED WITH PAYSCHOOLS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER PAYSCHOOLS NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

(c) PAYSCHOOLS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

(d) THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. LIMITATION ON LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL PAYSCHOOLS, ITS PARENT COMPANY, SUCCESSORS, AGENTS, AFFILIATES, BUSINESS PARTNERS, AND SERVICE PROVIDERS AND EACH OF THEIR OFFICERS, DIRECTORS, AND EMPLOYEES (COLLECTIVELY, THE "PAYSCHOOL ENTITIES") BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER THE PAYSCHOOL ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT A PAYSCHOOL ENTITY.

(b) PAYSCHOOLS IS NOT RESPONSIBLE FOR THE ACTIONS OF THIRD PARTIES, AND YOU RELEASE THE PAYSCHOOL ENTITIES FROM ANY CLAIMS AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

(c) MAXIMUM LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE PAYSCHOOL ENTITIES TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF: (i) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR THE SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING THREE MONTHS; OR (ii) \$500.00.

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

(d) Exceptions. The exclusions and limitations in this Section 8 do not apply to PaySchools's obligations or liability for PaySchools's gross negligence or willful misconduct. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

9. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

10. INDEMNIFICATION

You agree to indemnify and hold harmless the PaySchools Entities from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, your use of the website or the Services, or from any act or omission by you or the student with respect to the Services, a payment, or the student's school.

11. MONITORING AND ENFORCEMENT; TERMINATION

(a) We have the right to:

- (i) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- (ii) terminate or suspend your account if we believe, in our sole opinion, that you are using (or intend to use) the Services in a fraudulent manner or in a way that is otherwise in violation of the law or these Terms of Use.

(b) Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services or website. YOU WAIVE AND HOLD HARMLESS THE PAYSCHOOL ENTITIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

(c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

(d) Any suspension or termination shall not affect your obligations to us under Agreement. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your account or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, disclaimers, limitations on liability, provisions related to intellectual property ownership, and all of the miscellaneous provisions in Section 15.

12. MODIFYING OR CLOSING YOUR ACCOUNT

You may also make changes to your account by logging into your account and changing your account settings. You may close your account by contacting the PaySchools Support Center as set forth in Section 19.

13. GEOGRAPHIC RESTRICTIONS

PaySchools is based in the State of Tennessee in the United States. We provide this website and Services for use only by persons located in the United States. We make no claims that the Services will be accessible or appropriate outside of the United States. Access to the Services and website may not be legal by certain persons or in certain countries. If you access the Services or website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

14. ADDITIONAL TERMS; CHANGES TO THE AGREEMENT AND SERVICES

(a) We reserve the right at any time and for any reason, to modify or discontinue any aspect or feature of the Services or to modify these Terms of Use. In addition, we reserve the right to provide you with additional terms and conditions that may govern your use of the Services generally, unique parts of the Services, additional functionality or applications made available to you as part of the Services, or any or all of these ("Additional Terms"). Any such Additional Terms that we may provide to you will expressly reference these Terms of Use, be effective upon notice, and be incorporated by reference into these Terms of Use. To the extent any Additional Terms directly conflict with these Terms of Use, the Additional Terms will control.

(b) Subject to the next paragraph, modifications to these Terms of Use will become effective three (3) days after posting on the website or, if we notify you by email or conventional mail, as stated in the email message or conventional mailing. Your access and use of the Services after the effective date of any modification of these Terms of Use will signify your assent to and acceptance of the same. If you object to any subsequent revision to these Terms of Use, immediately discontinue use of the Services. All counteroffers to these Terms of Use (or amendments to the same) are categorically rejected.

(c) If a dispute arises out of or relates to the site or these Terms of Use including, without limitation, any Additional Terms or their breach (the "Dispute"), the parties agree that the Terms of Use in effect at the time the Dispute arose shall apply to the Dispute, including any amendments to the Terms of Use posted prior to the dispute arising. No amendment to the Terms of Use shall apply to any Dispute as to which we had notice prior to posting the amendment.

15. THIRD PARTY CONTENT AND LINKS

(a) We may provide third-party content through our Services. Any such third-party content represents the opinions and judgments of the third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement that may be made in such third-party content and expressly disclaim any warranties with respect to the same.

(b) We may provide links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

16. MISCELLANEOUS

(a) Force Majeure. PaySchools shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Use, for any failure or delay in fulfilling or performing any term of these Terms of Use when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of PaySchools including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ten (10) days, you shall be entitled to give notice in writing to PaySchools to terminate these Terms of Use.

(b) Entire Agreement. These Terms of Use, any Additional Terms, and our Privacy Policy constitute the entire agreement between you and us with respect to your use of the Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

(c) Governing Law and Jurisdiction. All matters relating to the Services (including our website), these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction), except that matters concerning or relating to School issues shall be governed by the state laws applicable to the School. Any legal suit, action or proceeding arising out of, or related to our website, the Services, and/or these Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the City of Nashville and County of Davidson although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your county of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

(d) Waiver and Severability. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

(e) Assignment. You may not transfer or assign any rights or obligations you have under these Terms of Use without PaySchools' prior written consent. PaySchools reserves the right to transfer or assign these Terms of Use or any rights under it at any time.

(f) Communications. You consent to receiving communications from PaySchools electronically. You agree that we have the right to communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

(g) Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in or with these Terms of Use are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

17. PAYSCHOOLS CENTRAL SPECIFIC SERVICE TERMS

The following terms are specific to the PaySchoosl Central service offered by PaySchools:

(a) Payment to Schools

(i) Depending on the payment methods approved by your student's School, you may make payments by using either a credit card or U.S. financial institution account. Use of the payments you make to your student's School is governed exclusively by your agreement or arrangement with the School, and we are not responsible for the School's handling of payments after the School receives the funds.

(ii) Payments will be processed promptly for your student's use. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received by the School. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. mail service. If you have any questions regarding payments made by use of our Services, please contact the PaySchools Support Center as set forth in Section 19 below.

(b) Payment Ownership, Scheduling, and Disbursement

(i) Funds transfers you make may be held for up to three (3) business days prior to disbursement to a School. Once payment to a School has been scheduled, you may not cancel or change it. Your only recourse is to pursue a refund in accordance with Section 18(g). PaySchools reserves the right to refuse to cause to be processed any payment if we reasonably believe that your activity, or the transaction if processed, would result in you being in violation of these Terms of Use or in violation of applicable law. In such event we will attempt to promptly notify you if we decline to process a payment. Notwithstanding the foregoing, we will have no obligation to notify you if we reasonably believe you have engaged in any prohibited activity listed in Section 7.

(ii) Once you transfer funds designated for payment to a School, you have no further rights in those funds subject to Section 18(g) below. Prior to disbursement in accordance with your instructions provided during the registration process, PaySchools shall cause to be deposited all funds received from you in a non-interest-bearing deposit account at a financial institution in the United States. Such account is owned and maintained by its payment processor (the "Settlement Account"). The Settlement Account will be a commingled account containing funds for other customers of PaySchools's payment processor in addition to the funds deposited for the benefit of the Schools. PaySchools shall maintain records of subaccounts for each School ("Subaccount(s)"). PaySchools is not a bank, savings and loan or regulated financial institution. PaySchools is not a money transmitter. At no time does PaySchools own, control, or transfer the funds in the Settlement

Account, which are owned and controlled by PaySchools's payment processor. PaySchools uses Instruction Based Funding services provided by its payment processor to cause the fund transfers required for the Services. PaySchools's payment processor will initiate funds transfers to Schools from the Settlement Account consistent with funding instruction files received from PaySchools. Neither you nor the School will receive interest on any amounts transferred for time which elapses during payment processing.

(c) Reversals, Returns and Chargebacks. The School agrees to be liable for any reversals, returns, or chargebacks ("Disputed Amounts") incurred by PaySchools, and authorizes PaySchools to instruct its payment processor to set off the amount of such Disputed Amount against funds held in the School's Subaccount in order to reimburse PaySchools for the amount of such Disputed Amount, and if the balance in its subaccount is insufficient to cover the Disputed Amount, the School will immediately upon request from PaySchools transfer funds to the Settlement Account for credit to PaySchools in the Disputed Amount.

(d) Recurring Payments. You may authorize PaySchools to cause its payment processor to initiate recurring payments to the School you designate based upon an agreed upon schedule. PaySchools will make these recurring payments unless and until PaySchools receives and confirms your request for cancellation, and has had a reasonable time to act upon it.

(e) Fees and other Charges

(i) The Services offered through this website are provided by PaySchools and its affiliates. Neither the Schools, the School nutrition departments, nor any individuals employed by the Schools profit from this Service.

(ii) You may be required to pay a fee for your use of the Services. If you are required to pay a fee, we will disclose the fee to you before you complete your payment. If you do not wish to pay the fee, you will not be obligated to proceed with the transaction. The fees will vary based on the School's contract with PaySchools.

(f) Returned/ Uncollectible Check or Electronic Payments. PaySchools reserves the right to take certain actions in the event that a check or electronic payment cannot be collected or paid for any reason, including, but not limited to, insufficient funds or invalid account or bank information. These actions include, but are not limited to, charging a returned payment fee, deducting the uncollected amount from the student's account(s), deducting the return payment fee from the student's account(s), and/or taking any other actions allowed by law. The returned payment fee will not exceed the maximum amount allowed by law. We also reserve the right not to accept payments by such payment channel for the student in the future.

(g) Refunds. If you or the student are not satisfied with any good or service purchased with a payment, you agree to resolve the issue with the student's School. The methods for refunds are determined solely by the Schools, and you agree to not seek refunds from PaySchools or any of its affiliates. If you would like a refund of any payment amount that has not been used by your student to purchase goods or services, you must contact the student's School directly. All refunds are the responsibility of the Schools.

18. QUIKAPPS-SPECIFIC SERVICE TERMS

The following terms are specific to the QuikApps service offered by PaySchools:

(a) Access and Use of QuikApps Service. The QuikApps service allows you to submit an online application for free and reduced price meals in the National School Lunch Program and the School Breakfast Program. If the QuikApps service is available for your use, then you should have received information on how to access the QuikApps service to apply for benefits from your child's school. Contact your child's school for more information about how to access and use QuikApps, obtain a paper application, or apply for free and reduced meal benefits generally.

(b) Access to Paper Application. The QuikApps service is designed to allow you to apply for free and reduced meal benefits online. However, a paper-based application is always available to you. If you decide that you no longer want to submit an electronic application at any time, then you can obtain a paper-based application by contacting your child's school.

(c) Income Eligibility. Your children may qualify for free or reduced price meals if your household income falls at or below the limits found at this website: <https://www.gpo.gov/fdsys/pkg/FR-2016-03-23/pdf/2016-06463.pdf> .

(d) Use of Information Statement

The Richard B. Russell National School Lunch Act requires the information on this application. You do not have to give the information, but if you do not, we cannot approve your child for free or reduced price meals. You must include the last four digits of the social security number of the adult household member who signs the application. The last four digits of the social security number is not required when you apply on behalf of a foster child or you list a Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) Program or Food Distribution Program on Indian Reservations (FDPIR) case number or other FDPIR identifier for your child or when you indicate that the adult household member signing the application does not have a social security number. We will use your information to determine if your child is eligible for free or reduced price meals, and for administration and enforcement of the lunch and breakfast programs.

We MAY share your eligibility information with education, health, and nutrition programs to help them evaluate, fund, or determine benefits for their programs, auditors for program reviews, and law enforcement officials to help them look into violations of program rules.

(e) General Notification of Potential Disclosure. Children's names, eligibility status, and other information provided on the application for free or reduced meals or obtained through direct certification may be disclosed to certain other Federal, State, or local agencies as authorized by the National School Lunch Act.

(f) Non-Discrimination Statement.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should

contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

(g) Electronic Signatures. The application may be signed electronically. You agree that your electronic signature, whether digital or encrypted, is intended to authenticate the application and to have the same force and effect as a manual, handwritten signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

19. CONTACTING US

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