

TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) describe the legal relationship between you (“you” and “your”) and CP-DBS, LLC and i3-MPN, LLC (“PaySchools,” “we,” “our,” and “us”). We offer this website, its subdomains and any related mobile applications (collectively, the “Website”), and all tools, products, and services available to you as a user of the Website (collectively, the “Services”), conditioned upon your full acceptance of the Terms. By accessing or using the Website, overtly agreeing by checking a consent box, placing an order or otherwise benefiting from the Services (including by making an electronic payment), you accept the Terms, and become legally bound thereby. If you do not agree to the Terms, you are not authorized to use the Website or benefit from the Services in any manner or form whatsoever. Your student’s school or school district (individually or collectively, “School”) has, by contract, expressly delegated to us the right to offer the Website and the Services to you on its behalf.

PART OF OUR SERVICES ENABLE YOU TO MAKE VOLUNTARY ELECTRONIC PAYMENTS THROUGH THE WEBSITE TO PAY FOR MEALS (INCLUDING AL A CARTE CHOICES), EVENTS, AND RELATED ITEMS AND ACTIVITIES PROVIDED BY YOUR STUDENT’S SCHOOL. THERE ARE FEES CHARGED TO YOU EACH TIME YOU MAKE THESE VOLUNTARY ELECTRONIC PAYMENTS, EVEN IF THE PAYMENTS ARE PRE-SCHEDULED OR RECURRING. WE ARE A FOR-PROFIT ORGANIZATION, AND THESE FEES, WHICH YOUR STUDENT’S SCHOOL HAS AUTHORIZED US TO CHARGE, COVER OUR EXPENSES AS WELL AS COMPENSATE US FOR DEVELOPING, UPDATING, MANAGING AND PROVIDING THE WEBSITE AND THE SERVICES, AND FOR OUR EFFORTS TO MAINTAIN APPLICABLE COMPLIANCE REQUIREMENTS AND CYBERSECURITY PROTECTIONS. HOWEVER, YOU HAVE THE ABILITY TO AVOID THESE FEES ENTIRELY BY PAYING IN CASH AND/OR BY CHECK, AS DETERMINED BY YOUR STUDENT’S SCHOOL, DIRECTLY AT OR TO YOUR STUDENT’S SCHOOL, AND YOUR DECISION TO UTILIZE THE SERVICES TO MAKE VOLUNTARY ELECTRONIC PAYMENTS THROUGH THE WEBSITE INDICATES YOUR AFFIRMATIVE CHOICE TO (I) DECLINE THE NO-FEE OPTION, AND (II) TAKE ADVANTAGE OF THE CONVENIENCE OF MAKING AN ELECTRONIC PAYMENT THROUGH THE WEBSITE.

SECTION 11 BELOW CONTAINS A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, INCLUDING IN ANY PENDING CLASS ACTION. SECTION 11 ALSO DICTATES THAT ARBITRATION IS THE PROPER FORUM FOR RESOLUTION OF DISPUTES (DEFINED IN SECTION 7(B) BELOW), UNLESS YOU OPT-OUT OF ARBITRATION IN ACCORDANCE WITH SECTION 11.

1. Conduct Restrictions

You may not use the Website or any Services or in any unlawful or unethical manner. These prohibited actions include: (i) hacking and other digital or physical attacks on the Website; (ii) publishing or sending vulgar, abusive, obscene, or defamatory material; (iii) infringing upon or violating our intellectual property rights or the intellectual property rights of others; (iv) violating any applicable federal, state, or local law, rules, or regulations; (v) harassing, abusing, insulting, defaming, or disparaging any person; (vi) submitting false or misleading information; (vii) uploading or transmitting viruses or any other type of malicious code that could have an adverse impact to the Website or the Services; (viii) collecting or tracking the personal information of others; or (ix) interfering with or circumventing the security features of the Website or the Services.

2. Access; Survival

We provide the Website and the Services for your access and use; provided, that we reserve the right to discontinue your access and use of the Website and the Services at any time or for any reason, including your breach of the Terms. In addition, we reserve the right to modify the Website or the Services at any time or for any reason, and it is your responsibility to determine whether you wish to continue to access and use the modified Website or Services. In the event that we discontinue your access and use of the Website and the Services, or if you elect to discontinue your access and use of the Website or the Services, these Terms shall be deemed terminated; provided, that Sections 2, 5(c), 5(d), 7-12, 14, 15, and 17 of these Terms shall survive any termination and shall continue in full force and effect.

3. User Account

Certain of our Services require you to establish a user account. You are responsible for all information provided to us when you establish or update your user account, and you hereby represent and warrant that all such information is and will be true and accurate at all times. You are solely responsible for maintaining the confidentiality and security of your user account credentials (e.g., username and password), and you may not share your credentials with any third party. You are responsible for all use of the Services through your user account, and you shall immediately notify us if you become aware of any unauthorized use of the Services or compromise of your account credentials.

4. Communications

You hereby expressly consent to receive all communications that we may provide in connection with your use of the Website and the Services. These communications may be provided electronically via email, text message, in-app messages, Website notices, or other means, subject to applicable law.

5. Payments

- (a) The Services, in part, enable you to make voluntary electronic payments through the Website to pay for meals, events, and related items and activities provided by your student's School. We, through our third-party providers, will use reasonable efforts to process your electronic payments in a prompt fashion so those funds will be delivered to your student's School and will be available for use by your student; provided, however, we have no control over delays in the banking system, electronic funds transfer systems, or the electronic networks at your student's School, and any of those delays may impact when the funds are available for use by your student. We receive no accrued interest on or other benefit from the amounts you pay through the Website, other than the fees described in Section 5(b) below.
- (b) You may elect to make a one-time electronic payment through the Website or you may elect to establish scheduled or recurring electronic payments. Scheduled or recurring electronic payments will continue until their scheduled end date, or until you affirmatively cancel the electronic payments, whichever occurs first. As noted in the second lead-in paragraph of the Terms, you will be responsible for our fees each time you make an

electronic payment through the Website, even if the electronic payment is made automatically following your establishment of pre-scheduled or recurring electronic payments. Also as noted in the second lead-in paragraph above, you may avoid these fees entirely by paying in cash and/or by check directly at or to your student's School, as determined by your student's School.

- (c) We are not responsible in any manner for the meals (including a la carte choices), events, and related items and activities provided by your student's School, nor are we responsible for how your student's School records your payment or applies your funds. If you are not satisfied with the meals, events, and related items and activities provided or to be provided by your student's School, you must resolve the issue exclusively with your student's School. If you would like a refund of amounts that you pay through the Website for any reason, you must seek such refund exclusively from your student's School. We have no control over any funds that we deliver to your student's School and we have no involvement in any decision to refund such amounts, although the School may instruct us to deliver an approved refund to your user account. We are a for-profit organization, and the fees paid by you in accordance with Section 5(b) above, and which are disclosed on the Website prior to payments being made, cover our expenses, as well as compensate us for developing, updating, managing, and providing the Website and the Services. These fees are not subject to refund unless we otherwise agree on a case-by-case basis and at our sole discretion.
- (d) You are liable for any reversals or chargebacks (including from insufficient funds or invalid bank account information) arising from your electronic payments. Your ability to utilize the Services to make electronic payments will be suspended until you fully reimburse us for any losses incurred by us or by your student's School as a result of such reversals or chargebacks. We may also charge you a returned payment fee related to such losses, subject to applicable law. You may also be liable for other consequences under applicable law related to your failure to provide full reimbursement of losses that are incurred by us or by your student's School.

6. DMCA; Intellectual Property

- (a) The contact details below are for notifications of alleged copyright infringement regarding materials posted to the Website. All notices should be addressed as follows:

i3 Legal Department
40 Burton Hills Blvd. Suite 415
Nashville, Tennessee 37215
Attn: DMCA/Copyright Agent and General Counsel

In notifying us of alleged copyright infringement, the Digital Millennium Copyright Act ("DMCA") requires the following information be provided to us: (i) description of the copyrighted work that is the subject of alleged infringement; (ii) description of infringing material sufficient to enable us to locate it; (iii) contact information for the notifying party, including address, telephone number, and/or email address; (iv) a statement of good faith belief that the material is not authorized by the copyright owner or by operation of any law; (v) a signed statement that the information in the notification is accurate and that the

notifying party has the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the foregoing information may result in a delay in our response.

We will investigate complaints of alleged infringement. If we believe that the material may violate applicable law or other rights, we will remove or disable access to any such material, and we will so inform the notifying party.

- (b) All content, graphics, logos, icons, images, and software accessible at the Website or as part of the Services are the copyrighted material of PaySchools or its affiliates, and you shall not download (other than page caching) or modify any portion of it. Your reproduction, republication, or distribution of any of the foregoing is strictly prohibited, except that you may, for personal and non-commercial use only, make a single hard copy of your transactions for your personal records.

The trademarks, service marks, and logos ("Trademarks") used and displayed on the Website, including "PaySchools," are registered or unregistered Trademarks of PaySchools or its affiliates. Nothing on the Website or included as part of the Services shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the prior written consent of PaySchools.

PaySchools hereby grants you a limited, non-exclusive, non-transferable license to access the Website and make personal use of the Services. No further rights are granted to you.

7. Definitions

As used in the Terms, the following shall mean:

- (a) "AAA" means the American Arbitration Association.
- (b) "Dispute" means any dispute, disagreement, or controversy that you and/or one or more PS Parties (defined in Section 7(d) below) had or have against each other, whether based in contract, tort, fraud, or under a statute, regulation, or pursuant to any other legal theory, that arises from or relates in any way to (i) your use of the Website or utilization of the Services, (ii) any fees arising from your use of the Website or utilization of the Services (including payment processing fees), (iii) the Terms or any other contract you had or have with a PS Party, or (iv) any aspect of the relationship between you and PaySchools.
- (c) "FAA" means the Federal Arbitration Act, 9 U.S.C. §§ 1-16.
- (d) "PS Parties" means PaySchools, its affiliates, and any of its or their officers, directors, employees, shareholders, or agents.

8. Disclaimer of Warranties

EXCEPT WHERE PROHIBITED BY LAW, THE WEBSITE AND ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL

OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE WEBSITE AND THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS.

9. Limitations of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL ANY ONE OR MORE PS PARTIES BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE TERMS OR YOUR USE OR ATTEMPTED USE OF THE WEBSITE OR SERVICES, REGARDLESS OF WHETHER THE PS PARTIES HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) DIRECT DAMAGES IN EXCESS OF THE FEES YOU PAID TO US IN ACCORDANCE WITH SECTION 5(B) ABOVE IN THE 6 MONTHS PRIOR TO COMMENCING YOUR LEGAL CLAIM AGAINST A PS PARTY (PROVIDED SUCH LEGAL CLAIM IS ALLOWABLE UNDER SECTION 10 BELOW).

10. Time Limitation to Bring a Claim

YOU HAVE A LIMITED TIME PERIOD TO COMMENCE A LEGAL CLAIM AGAINST A PS PARTY RELATED TO ANY DISPUTE. THIS TIME PERIOD IS 12 MONTHS FROM THE FIRST DATE THAT THE EVENT GIVING RISE TO THE DISPUTE OCCURS. IF YOU DO NOT MAKE A LEGAL CLAIM WITHIN THE FOREGOING 12-MONTH PERIOD, YOUR RIGHT TO ASSERT SUCH CLAIM WILL BE PERMANENTLY BARRED.

11. Arbitration; Class Action Waiver; Etc.

PLEASE READ THIS SECTION 11 CAREFULLY; SUBJECT TO LIMITED EXCEPTIONS, IT REQUIRES YOU TO ARBITRATE ANY DISPUTES BETWEEN YOU AND ONE OR MORE PS PARTIES ON AN INDIVIDUAL BASIS. THIS SECTION 11 IS INTENDED TO APPLY BROADLY, AND THEREFORE APPLIES TO ALL PAST, PENDING, AND FUTURE DISPUTES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOUR AGREEMENT TO THE TERMS CONSTITUTES YOUR EXPRESS WAIVER OF PARTICIPATION AS A PLAINTIFF IN ANY PENDING CLASS ACTION AGAINST ONE OR MORE PS PARTIES.

ALL DISPUTES SHALL BE SUBMITTED TO BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AAA UNDER ITS CONSUMER ARBITRATION RULES AND WILL BE SUBJECT TO THE FAA. THE ARBITRATOR SHALL BE BOUND BY THIS SECTION 11 AND SHALL HAVE THE EXCLUSIVE AND SOLE AUTHORITY FOR DETERMINING WHETHER A DISPUTE IS ARBITRABLE. THE ARBITRATOR SHALL FOLLOW APPLICABLE SUBSTANTIVE LAW OF THE STATE OF TENNESSEE (WHICH SHALL BE DEEMED TO GOVERN THE TERMS IN ALL RESPECTS) TO THE EXTENT CONSISTENT WITH THE FAA, AND, SUBJECT TO THE LIMITATIONS IN THE TERMS, THE ARBITRATOR SHALL BE AUTHORIZED TO AWARD ALL REMEDIES AVAILABLE IN AN INDIVIDUAL LAWSUIT UNDER APPLICABLE LAW. THE ARBITRATOR MAY ONLY RESOLVE DISPUTES BETWEEN YOU AND THE PS PARTIES (OR ANY ONE OF THEM) AND MAY NOT CONSOLIDATE DISPUTES INVOLVING YOU AND OTHERS WITHOUT PAYSCHOOLS' PRIOR WRITTEN CONSENT. THE ARBITRATOR MAY NOT HEAR CLASS OR REPRESENTATIVE CLAIMS FOR RELIEF ON BEHALF OF OTHER INDIVIDUALS. IF A

COURT OR ARBITRATOR DECIDES THAT ANY PART OF THIS SECTION 11 CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY, THEN THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT EXCLUSIVELY IN STATE OR FEDERAL COURT IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND ANY OTHER DISPUTES MUST BE ARBITRATED. YOU AGREE THAT VENUE IS PROPER AND THAT YOU ARE SUBJECT TO PERSONAL JURISDICTION IN SUCH FORUM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU AGREE THAT PAYSCHOOLS HAS THE RIGHT TO BRING A CLAIM AGAINST YOU IN THE STATE OR FEDERAL COURTS LOCATED IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE FOR INJUNCTIVE OR EQUITABLE RELIEF ARISING FROM ANY POTENTIAL OR ACTUAL MISAPPROPRIATION OR INFRINGEMENT OF PAYSCHOOLS' INTELLECTUAL PROPERTY RIGHTS AND YOU AGREE THAT VENUE IS PROPER AND THAT YOU ARE SUBJECT TO PERSONAL JURISDICTION IN SUCH FORUM.

UNLESS YOU TIMELY OPT-OUT IN STRICT ACCORDANCE WITH THE NEXT PARAGRAPH, YOU WILL NOT HAVE THE RIGHT TO: (I) HAVE A COURT OR JURY RESOLVE YOUR DISPUTE; (II) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR CLASS OPPONENT; (III) ACT AS A PRIVATE ATTORNEY GENERAL; OR (IV) JOIN OR CONSOLIDATE YOUR CLAIM WITH THE CLAIM OF ANY OTHER PERSON. OTHER RIGHTS THAT YOU WOULD HAVE HAD IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

YOU MAY OPT OUT OF ARBITRATION NO LATER THAN 30 CALENDAR DAYS AFTER THE DATE THAT YOU BECAME BOUND BY THE TERMS, BY SENDING A LETTER TO:

Legal Department
40 Burton Hills Blvd. Suite 415
Nashville, Tennessee 37215
Attn: General Counsel

YOUR LETTER MUST INCLUDE YOUR NAME, THE SERVICES THAT YOU UTILIZED, AND YOUR EXPRESS INSTRUCTION TO OPT-OUT OF ARBITRATION. OPT-OUT NOTICES THAT ARE NOT STRICTLY IN ACCORDANCE WITH THE FOREGOING WILL NOT BE EFFECTIVE (INCLUDING NOTICES SENT VIA EMAIL).

12. Indemnification

You shall indemnify and hold harmless the PS Parties for all losses, liabilities, damages, expenses, and costs of any kind, including reasonable attorneys' fees, arising out of, resulting from, or in any way connected with or related to: (i) your breach of the Terms; (ii) your violation of any law or the rights of a third party; or (iii) your unauthorized use of the Website or Services.

13. Third-Party Websites and Links

The Website may include materials from third parties or links to third-party websites. We are not liable for any third-party materials or websites, and you are responsible for reviewing all third-party policies and practices to make sure that you fully understand all applicable rights and obligations. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the applicable third party.

14. Assignment

You may not assign, transfer, or delegate any of your rights under the Terms, and any such attempt will be null and void. PaySchools and its affiliates may, in their individual discretion, assign, transfer, or delegate, without further consent or notification, all rights and obligations under the Terms or otherwise if some or all of PaySchools' or its affiliates' business is transferred to another party by way of merger, change of control, sale of assets, or otherwise.

15. No Waiver; Severability; Interpretation

No waiver by PaySchools or you of any provision in the Terms shall be deemed a continuing waiver of such provision or a waiver of any other provision, and any failure by PaySchools or you to assert a right under the Terms shall not constitute a waiver of such right. If any provision in the Terms is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions of the Terms, and the Terms will be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Terms; provided, however, if the Terms may be rewritten to be valid, legal, and enforceable, the applicable arbitrator or court shall rewrite the provision. Any provision of the Terms that refers to the words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation."

16. Force Majeure

PaySchools shall not be liable for any failure or delay in providing the Website or Services if and to the extent caused by circumstances beyond the reasonable control of PaySchools, including flood, fire, earthquake, explosion, governmental actions, hostilities, pandemic, labor disputes, telecommunication breakdowns, or power outages.

17. Representations; Entire Agreement; Changes

You represent that you (i) are at least 18 years old, (ii) have the legal capacity to enter into a binding contract with us, and (iii) have read and understand the Terms. Our privacy policy is found via a link on the Website. The Terms (which include the non-numbered lead-in paragraphs above), which include our privacy policy and any other policies or operating rules posted by us on the Website (all of which are incorporated into the Terms by reference), constitute the entire agreement and understanding between you and PaySchools, and supersede and replace any and all prior or contemporaneous agreements, **including any previous terms and conditions found at the Website to which you were bound**. Any ambiguities in the interpretation of the Terms shall not be construed against the drafting party.

WE RESERVE THE RIGHT TO UPDATE, CHANGE, OR REPLACE ANY PART OF THE TERMS, OR INCLUDE ADDITIONAL TERMS, BY POSTING A NOTICE ON THE WEBSITE. YOUR CONTINUED ACCESS TO THE WEBSITE OR USE OF THE SERVICES FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES YOUR BINDING ACCEPTANCE OF THOSE CHANGES. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE PERIODICALLY FOR NOTICE OF CHANGES.

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