

## ONLINE SERVICES AGREEMENT

ACI Payments, Inc. and its affiliates provides an online service through which you may pay tuition and certain other expenses (collectively, "School Expenses") to a university or other school (the "School") in periodic installments as described in this Online Services Agreement (the "Service"). This Online Services Agreement ("Services Agreement") provides the terms and conditions of the Service. This Services Agreement is between you and ACI Payments. This Agreement may be enforced by ACI Payments or its designee.

References in this Services Agreement to "ACI Payments," "we," "us," and "our" refer to ACI Payments, Inc. and its affiliates; those terms do not refer to the School. The School is not a party to this Services Agreement, but the School has authorized us to provide the Service to qualifying individuals.

1. **Requirements for The Service.** In order to use the Service to make installment payments of your School Expenses, you must do the following:
  - (a) Enter into a Retail Installment Contract with the School. A separate Retail Installment Contract will be required for each separate payment plan with your School. However, a new Services Agreement is not required for each separate payment plan with your School.
  - (b) Complete an application for the Service and be approved by us.
  - (c) Pay the applicable Application Fee.
  - (d) Agree to the terms of this Services Agreement. You must make this agreement online on our web site as described below.
  - (e) Agree to receive disclosures relating to this Service electronically, as described below.
2. **Your Payment Obligations.** Your obligation to pay your School Expenses is owed to the School and not to us. You are responsible to pay any installment due on or before the due date for each installment. We do not extend credit to you for your School Expenses or otherwise, but will only make your School Expenses payments after you have sent us the payment as described in this Services Agreement. However, your obligation to pay the Application Fee and any Service Fees, each as described below, is owed to us and not to the School.
3. **Enrolling For The Service.** To obtain the Service, you must complete the online enrollment process, pay the Application Fee as described during the enrollment process, and be approved by ACI Payments for the Service.
4. **Payment Methods.** You may make your installment payments in any of the following ways:
  - (a) Use our website to authorize us to make one-time or automatic recurring debits to your bank deposit account. These debits will be made as automated clearing house (ACH) transactions.
  - (b) Use our website to authorize us to make one-time or automatic recurring charges to your credit card account.
5. **Cancelling or Changing a Payment.** You may cancel or change a scheduled payment by following the "Stop or Change Payment" procedures contained on our website. We must obtain your request to stop or change a payment in time for us to process it before the payment was scheduled to be made and, in any event, at least one business day prior to the scheduled payment date. If you were unable to provide sufficient notice to us prior to the scheduled payment date, the payment may already be processed and in such case the payment cannot be cancelled. In the event this results in overpayment to the School, you must contact the School about obtaining a refund of the overpayment.
6. **Making Payments for Less Than The Required Amount.** Your Retail Installment Contract with the School will disclose the amount of each required payment. If you make payments for less than the required amount, you may be in default under your Retail Installment Contract. We have no obligation to make your payments for you and will not do so.
7. **Fees And Charges.**

- A. Application Fee. You will be required to pay an Application Fee to us when you submit your application for the Service. The Application Fee will not be refunded if you are not approved for the Service.
- B. Service Fees. As described above in "Payment Methods," you may make payments through debits to your bank deposit account or charges to your credit card account. If you make payments through charges to your credit card account, you will be required to pay us a Service Fee up to but no more than 2.99% percent of the payment amount. If you are required to pay a Service Fee, you will be notified of the exact dollar amount of the Service Fee prior to making your payment. All Service Fees are non-refundable.

All Service Fees, and any late charges, returned payment fees or other fees owed by you to the School under your Retail Installment Contract with the School, will be added to your next scheduled payment under your payment plan. If there are no scheduled payments, we or the School will send you a statement for those fees and you agree to pay such amounts promptly.

- 8. **Disputed Payments**. We reserve the right to take certain actions in the event that a check, credit card, debit card or electronic payment transaction that you make is disputed and cannot be collected once approved. These actions include, but are not limited to, reversal of the payment transaction, deducting the uncollectible amount directly from your designated bank account, deducting the uncollectible amount directly from the accounts funded by the transaction, and/or taking any other actions allowed by law. We also reserve the right to not accept payment for you in the future and to notify the School of the disputed payment transaction.
- 9. **Payment Completion**. Successful completion of a payment transaction is (a) conditioned on your providing to ACI Payments accurate and complete information with regard to the transaction and your method of payment; and (b) is subject to financial institution and School acceptance, approval, authorization and processing of each payment.
- 10. **Your Obligations to the School**. If the Service is cancelled or terminated, or in the event your payment is not processed, approved or authorized, your payment obligation remains outstanding and unpaid, and you must make your payment directly to the School. You may be subject to penalties, fees and interest charges assessed by the School, all of which remain your sole obligation. You have sole responsibility for accessing your account and verifying that the payment was successfully and timely completed.
- 11. **Privacy Statement**. We are very serious about the privacy of information you provide through the use of the Service, including, but not limited to, your use of the Website. ACI Payments may collect information about you and your use of the Service. We may share certain information with third party service providers and suppliers as further described in this Agreement. Use and disclosure of such information is governed by the Privacy Statement, separately posted on our website. This Privacy Statement is hereby incorporated into this Services Agreement by this reference. By using this Service, you agree to the terms set forth in our Privacy Statement and updated by ACI Payments in its sole discretion from time to time.

You acknowledge and agree that ACI Payments shall have the right to record and retain all direct communications, whether by electronic mail ("e-mail"), facsimile, written communication, or telephone, related to the use of the Services. All communication with the Support Center may be recorded and used for internal purposes such as training, quality assurance and other purposes as deemed necessary by ACI Payments.

## 12. Use Of Service.

- A. Eligibility. You agree not to use the Service unless you are 18 years of age or older and are legally authorized to use the payment method you choose to use with the Service. You also must be a resident of the United States holding a valid credit/debit card and/or a valid U.S. bank account.
- B. Personal Information. In consideration for use of this Service, you agree to provide us the requested information that is current, true, accurate and complete. Except as expressly described in the Service-Specific Terms for a particular

Service, you are not permitted to use the Service on behalf of another party or use an unauthorized name. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose. We will treat with care the information you entrust to us, in accordance with the disclosures we provide and in our Privacy Statement and this Agreement. If we find or determine that any of the information you provide is outdated, false, inaccurate, or incomplete, we may terminate your use of the Service immediately and for all future use without notice. This action on our part does not limit other remedies at law or in equity ACI Payments or our designees may pursue to recover costs, losses, or other expenses

we incur as a result of the information or lack of information you provide. We shall not be responsible or liable for payments made to any School or other third parties or for payments made in incorrect amounts because of errors made by you.

- C. Password and Username. If you use the Services, you are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You should notify us immediately if you believe there has been unauthorized use of your account or password or any other breach of security in connection with the Services. We will not be liable for any actions or transfers by any other individual that uses your username and/or password or identity with or without your consent or knowledge.
- D. Credit Reports and Confirmation. Upon providing us with your information, you are authorizing us, directly or through third parties, to make any inquiries we consider necessary to confirm your information. By requesting the Service, you agree that we may obtain credit and employment information by any means, including obtaining information from check or credit-reporting agencies and/or from other sources. You also agree that we may obtain consumer reports (credit reports) for any reason on you from time to time in the future when updating, renewing, or extending your account. Upon your request, we will tell you whether we obtained a consumer report (credit report) and the name and address of any consumer-reporting agency that provided such reports
- E. Restricted Activities. In connection with the Services, you may not:
  - 1. Violate any applicable law, statute, ordinance, or regulation;
  - 2. Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
  - 3. Provide false, inaccurate or misleading Information;
  - 4. Send or receive what we reasonably believe to be potentially fraudulent funds;
  - 5. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
  - 6. Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both us, the participating School and/or the participating credit/debit card company or financial institution/bank;
  - 7. Use the Services in a manner that the participating credit/debit card companies or participating financial institution/bank reasonably believe to be an abuse of the credit/debit card system, violates the credit card association rules, or violates the applicable rules governing the participating financial institution, including the National Automated Clearinghouse (NACHA) rules;
  - 8. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
  - 9. Facilitate any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### 13. Payments To Schools.

- A. If you make a valid payment in accordance with the terms of this Services Agreement and the School does not accept the payment, those monies will either be returned to you or your account will be credited, depending on the circumstances of the School's non-acceptance. Any disputes or allegations regarding the payment must be addressed to the School.

- B. The School receives the proceeds of all payments less any Service Fees associated with the transaction, as described in this Services Agreement. Use of payments at the 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 depositing the payment into the School's designated account.
- C. Payments will be processed promptly and submitted to the School. 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; any duration listed on the website are for example purposes only. If you have any questions regarding payments made using the Service, please contact the Support Center using the contact information listed on our website.
- A. We reserve the right to hold funds beyond the normal periods for transactions that appear suspicious or fraudulent.
- D. We have no responsibility for the quality, availability or fulfillment of any services that are provided by the School. You agree to resolve any disputes regarding such services with the School.
- E. If a payment has been made in error, ACI Payments may initiate a credit to your account or a chargeback or reversal of the payment on the School's behalf. If an error has occurred due to the fault of ACI Payments, ACI Payments may initiate a credit, chargeback or reversal on your behalf.

**14. Role of ACI Payments.** You acknowledge that we are not a bank and do not provide credit, lend money or take deposits. We merely provide you an electronic payment processing service to facilitate payments from you to the School. With respect to the Service we provide under this Agreement, as between you and us, we are an independent contractor and not your agent. We are not responsible to you for any failure on the School's part to credit to your account or otherwise accept any payment properly forwarded to the School by us on your behalf.

**15. Payment Processing Issues.** If your payment is not processed due to an incorrect entry made by you or a technical problem with the payment system, ACI Payments will use reasonable efforts to notify you of such failure to process. If your payment is not processed or authorized by your card company or financial institution, or to the extent the School does not accept your payment, ACI Payments will make reasonable efforts to cancel or reverse the payment. If the payment is made but the School does not properly credit it, you must address the issue with the School. In the event a payment does not go through or is not accepted by your School, your payment liability to the School shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed by the School. These penalties, fees and interest charges are your sole responsibility, and in no event shall we or the School be responsible for such events.

**16. Contact Information.** In case of errors or questions about this Service, contact customer service immediately at 1-866-964-4020.

**17. Electronic Debit And Debit Cards.** The following terms apply to the extent you use the Services to process payments by electronic debit to your debit account.

- A. General. When you request a payment through the Services by electronic debit, you are requesting an electronic fund transfer from your designated bank account. Upon receipt of such request, we will make electronic transfers via the Automated Clearing House (ACH) system from your U.S. bank account in the amount specified. In order to enroll in the Service, if applicable, you also will have to complete and submit an online authorization for your payment or payments in order for your payment to be processed, which authorization is set forth below. You may be charged a service fee for any ACH transactions that result in a returned ACH item, such as but not limited to those caused by insufficient funds in your bank account, closure of your bank account, or if the bank account number or other information you provided is incorrect. We reserve the right to resubmit for collection any ACH debit authorized by you that is returned for insufficient or uncollected funds.
- B. Bank Account Information. You must provide a valid bank account to be electronically debited by us. Please be advised that we reserve the right to reject any accounts at certain banks for the use of our Service. In addition, we may require additional information and confirmation at our sole discretion or at the discretion of your School. In general, consumer

and business checking and savings accounts are permitted for designation and use of ACH transaction; note that the terms of some cash management, sweep, and/or investment accounts will not permit use of the Services.

- C. Notification and Rights in Connection with Unauthorized Transactions. It is very important that you contact us as well as contact your financial institution/bank at once if someone has transferred or may transfer money from your account without your permission. Under applicable banking regulations, the extent of your liability for an unauthorized transaction is largely determined by your promptness in notifying your bank if a transfer or withdrawal in your monthly statement is incorrect or unauthorized. Please be sure to review your terms and conditions as provided to you by your financial institution/bank related to your Electronic Fund Transfer Rights and Error Resolution.

18. **Credit Card And Additional Debit Card Terms.** Your use of the Services to process payments from your credit card or debit card are subject to and in accordance with your agreement with your corresponding credit card or debit card company and issuing financial institution, in addition to the terms of this Agreement. The amount due and the payment terms will be set forth in the Service-Specific Terms for each applicable Service.

19. **Restrictions.** At our sole discretion, we reserve the right to restrict payment requests for any one of the reasons listed below:

- Unauthorized or unusual use of your designate bank account;
- Transfer or receipt of fraudulent or suspected fraudulent funds;
- Detection of excessive disputes or reversals, or "kiting" type attempts;
- Failure to cooperate in an investigation, disputes, or provide additional requested information when requested;
- Any noncompliance with the terms and conditions of this Agreement;
- Failure to confirm any personal or bank account information previously provided by you associated with the use of our Service; or
- Insufficient funds, returns, or reversals of any kind related to your bank account.

We will use reasonable efforts to research and resolve such matters as specified above to reach a conclusion as quickly as reasonably possible for all parties involved. In the event there is a dispute covering a specific transaction, we may restrict the electronic funds related to that particular transaction. We may also restrict all transactions for a designated period of time or as necessary in our sole discretion to protect ourselves against the risk or returns or reversals.

20. **Requirements.** The Service may be accessed by either telephone or the Internet. It is your responsibility to meet the access and user requirements for the Service.

- A. Use by Telephone. Use of the Service by IVR (or telephone) requires access to a Touch-Tone telephone.
- B. Use by the Internet. Use of the Service by the Internet (a) requires access to the Internet, (b) requires appropriate Internet browser software, (c) and may require other associated hardware and/or software. We strongly recommend that you use a web browser that supports SSL (Secure Sockets Layer) 128-bit encryption.

21. **Disclaimer Of Warranties; Limitation Of Liability.**

- A. **You acknowledge and agree that we have no control of or liability for the third party products or services that are paid for by you using our Service and, for purchase transactions, we do not guarantee that a particular bank or School will complete a transaction. Completion of your payment transaction is contingent on a number of factors including the authorization of payment by your credit/debit card company or financial institution, and acceptance of your payment by the School.** WE MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE SERVICE OR FOR ANY GOOD OR SERVICE PROVIDED AS A RESULT OF ANY PAYMENT MADE USING THE SERVICE AND WE HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE (i) MAKE NO WARRANTY THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, and (ii) MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF THE SERVICE OR ANY INFORMATION, GOOD OR SERVICE PROVIDED THROUGH THE SERVICE.
- B. THESE DISCLAIMERS OF LIABILITY APPLY TO ANY CLAIMS, IN TORT, CONTRACT OR OTHERWISE, AND FOR ANY LOSSES,

ACTIONS, DAMAGES OR INJURY, INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM ANY FAILURE OF PERFORMANCE OF THE SERVICE, OR ANY ERROR, OMISSION, INACCURACY, INTERRUPTION, DEFECT, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION, OF THE SERVICE, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE, OR FOR ANY COMMUNICATION LINE FAILURE, SECURITY BREACH, EAVESDROPPING, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF INFORMATION, OR THE USE OF THE FACILITIES EXPERIENCED BY OR WHILE USING THE SERVICE.

- C. IN NO EVENT WILL WE OR ANY OF OUR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR CORPORATE AFFILIATES, BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE, OR DATA IN CONNECTION WITH THE (i) USE OR INABILITY TO USE THE SERVICE, (ii) THE TIMELINESS, DELETION, MIS-DELIVERY OR ACCURACY OF THE SERVICE, (iii) FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS, (iv) THE COST OF GETTING SUBSTITUTE GOODS OR SERVICE RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICE OBTAINED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE, (v) ANY NON-AUTHORIZATION OR NON-ACCEPTANCE OF YOUR TRANSACTION, (vi) FOR ANY DISRUPTIONS IN SERVICE, REGARDLESS OF THE CAUSE, OR (vii) FOR ANY OTHER MATTER RELATING TO THE SERVICE, EVEN IF CAUSED BY OUR NEGLIGENCE OR OTHERWISE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD US RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES, INCLUDING THE SUPPLIERS WE USE IN CONNECTION WITH THE SERVICE.
- D. CERTAIN STATE LAWS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.
- E. IN THE EVENT THAT A COURT HOLDS THAT THE LIMITATIONS OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS AGREEMENT, OR ANY PORTIONS THEREOF, ARE UNENFORCEABLE FOR ANY REASON, OR THAT ANY OF YOUR REMEDIES UNDER THIS AGREEMENT FAIL, THEN YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL, AGGREGATE LIABILITY FOR DAMAGES OF US, OUR AGENTS, AFFILIATES, OUR PARENT COMPANY OR OTHER SUPPLIERS, TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR ANY CAUSE WHATSOEVER IN CONNECTION WITH YOUR USE OF THE SERVICES WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES YOU PAID TO US FOR THE PARTICULAR PAYMENT TRANSACTION GIVING RISE TO THE DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

22. **Termination/Suspension.** You may terminate this Agreement at any time by providing written notice to the ACI Payments Support Center at [customerservice@acipayonline.com](mailto:customerservice@acipayonline.com) or calling 1-866-964-4020. ACI Payments may immediately terminate this Agreement or suspend the performance of Services to you without notice, including, but not limited to, if (i) you engage in any conduct which we, in our sole discretion, consider to be unacceptable or to constitute fraud, (ii) ACI Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (iii) continued provision of the Services or charging of any of the fees would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iv) of a significant increase of ACI Payments and/or its suppliers' cost of providing the Service, (v) performance is delayed, impaired or rendered impossible as a result of a cause beyond ACI Payments or its suppliers' control, (vi) you breach any term or condition of this agreement, or (vii) the financial status or credit quality of School is substantially diminished in the reasonable discretion of ACI Payments. ACI Payments also may terminate this Agreement if you: (a) are the subject of a dissolution, reorganization, insolvency or bankruptcy action that is not dismissed within sixty (60) days of being filed; or (b) suffer the appointment of a receiver, conservator or trustee. In the event of the termination of this Agreement for any reason, all provisions in this Agreement that by their nature are continuing will survive such termination. In the event we determine, in our sole discretion, that your transactions have high reversal rates or otherwise present an unacceptable risk of losses, we may suspend or terminate your use of the Service or enter into an additional agreement addressing such risks, which may include higher fees.

23. **Trademarks; Ownership.** All ACI Payments trademarks, service marks, slogans, all sounds, and all related logos, products and services described in the website are the trademarks or registered trademarks of ACI Payments or its licensors. The Website and IVR system are the property of ACI Payments and may contain copyrighted material, trademarks and other proprietary

information, including, but not limited to, text, software, photos, video, graphics, music and sound. The content, and the selection, coordination, arrangement and enhancement of such content, are the property of their respective owner. 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.

24. **Indemnification.** You agree to defend, indemnify and hold harmless ACI Payments and its suppliers and their respective officers, directors, employees, agents and contractors, from and against all claims, expenses and damages, including reasonable attorneys' fees, arising out of or resulting, directly or indirectly, from any act or omission by you or your use of the Service.
25. **Force Majeure.** We shall not be liable for any damages or claims arising from or related to an event of force majeure, including, but not limited to, fire, flood, earthquake, war, riot, act of terrorism, delay in the banking or processing systems, or acts or interference from a third party, loss or interruption of utilities, Internet connectivity or telecommunications services, computer "hacker" attacks, and delays of common carriers or any other cause beyond our reasonable control.
26. **Use Of Third Party Service Providers.** We may use third party service providers or suppliers to assist in providing certain Services with or without notice to you ("Supplier(s)"). You consent and authorize us to delegate the authorizations you provide to us to its Supplier(s) as we deem necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of this Agreement transfer through to the benefit of such Supplier(s) and such Supplier(s) are deemed to be third party beneficiaries of this Agreement. You also agree that all references to ACI Payments or "we" "us" or "our" are also deemed to include, where applicable, ACI Payments agents, such as its Supplier(s). To protect the privacy and security of your personal information, Supplier(s) will only be authorized to use or maintain your personal information only in accordance applicable laws and regulations.
27. **Monitoring.** We are entitled, but not obligated, to review or retain records of your use of the Service. We may monitor your use of the Services to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which we monitor your use of the Services and enforce or fail to enforce the rules and guidelines of the Service and the terms of this Agreement. In no event will we be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.
28. **Miscellaneous Terms.**
- A. **Entire Agreement.** This Agreement, other terms and conditions provided during the payment process, and policies and any operating rules posted on the Website by ACI Payments or provided to you through the Support Center constitute the entire agreement between you and ACI Payments with respect to your use of the Service, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
  - B. **Change in Terms.** ACI Payments reserves the right at any time to change, add to, or delete any aspect or feature of the Service and the terms and conditions of this Agreement, including, but not limited to, with respect to fees for use, except where obligated by an existing agreement with a School. We will provide notice of any such changes by posting notice to the Website or as otherwise required by law when such changes reflect a material change in the Services. Any use of the Service by you after such notice shall be deemed to constitute acceptance by you of such changes. We further reserve the right to modify the contents of the Website and/or IVR system without notice.
  - C. **Applicable Laws; Jurisdiction & Venue.** This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. You agree that the exclusive venue for all actions, relating in any manner to this Agreement, shall be in the superior or state court of competent jurisdiction having jurisdiction over Fairfax County, Virginia. Each party hereby consents and submits to the personal jurisdiction of such courts and waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder to the extent that an action is brought in any of the courts identified above.
  - D. **Waiver.** Any waiver of our rights must be in writing and signed by a duly authorized officer of ACI Payments. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
  - E. **Unsolicited Communications.** You are and shall remain solely responsible for the content of any unsolicited communications or materials you transmit to ACI Payments via e-mail, facsimile, telephone or letter. All such

unsolicited communications, including those containing proposals or ideas, shall be and remain the property of ACI Payments. ACI Payments is not nor shall be under no obligation (i) to pay any compensation for using such communication; or (ii) to respond to or post any such communication. You expressly disclaim and waive all rights in any such information or ideas that you submit ACI Payments and agree that ACI Payments will be free to use it in any way without any obligation to you. Furthermore, you represent that you are free to disclose such information, and that no other party has any rights in the information.

- F. Confirmation of Unsolicited Communications. We may, but shall not be obligated to, send electronic mail to you for the purpose of advising you of our receipt of your unsolicited communication, changes or additions to this site, about any of the products or services offered by ACI Payments, or for such other purpose as we deem appropriate in our sole discretion.
- G. Hyperlinks and Third Party Websites. The Website may include links providing information from and direct access to other Internet sites, including without limitation, links to School websites. We make no warranties whatsoever and take no responsibility for the content or information contained on those other sites, and do not exert any editorial or other control over those other sites. All such information and links provided on this website are intended solely for the convenience of users of this site and do not represent any endorsement, advertisement or sponsorship of or concurrence with the linked sites or any information, products or services contained in or offered through such sites.
- H. Assignment. You may not assign or transfer any rights or obligations you may have under this Agreement without ACI Payments prior written consent. We reserve the right to assign or transfer this Agreement or any right or obligation under this Agreement without your consent or notice.
- I. Printable Copy. To obtain a printed copy of this Online Services Agreement or the Privacy Policy, you may print a copy from this website or send a letter to the attention of Customer Service, 177 Technology Parkway, Auburn, AL 36830.
- J. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.