

C. Successful Vendor agrees to comply with the requirements of the New York State Education Law § 2-d and Eastern Suffolk BOCES confidentially requirements, both fully described in the rider attached hereto as Exhibit “H.”

- Please reference, in the following pages, the documents outlined below:
- Exhibit H-Vendor Agreement to Confidentiality and Educational Law 2-d
 - Education Law § 2-d Rider
 - Data Security and Privacy Plan
 - Heartland Data Security and Privacy Policies
 - Heartland School Solutions Data Security and Privacy Plan
 - MySchoolApps Data Security and Privacy Plan
 - MySchoolBucks Privacy Policy
 - MySchoolBucks Terms of Service
 - MySchoolBucks Accessibility Statement
 - Eastern Suffolk BOCES Parents’ Bill of Rights for Data Security and Privacy

Exhibit H-Vendor Agreement to Confidentiality and Educational Law 2-d

Exhibit H

Vendor Agreement to Confidentiality and Educational Law 2-d

Confidentiality

1. In consideration of disclosing any Confidential Information (as defined below) hereunder, Customer and Vendor will treat such Confidential Information as confidential and shall protect the nature of the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information, so as to prevent the unauthorized dissemination or publication of the Confidential Information to third parties. No party shall disclose Confidential Information other than to those of its employees or agents who need to know such obligations under this Agreement. No party will use Confidential Information for any other purpose without the prior written consent of the discloser of the Confidential Information. All Confidential Information shall remain the property of the disclosing party. Vendor shall have in place sufficient internal controls to ensure that Customer Confidential Information is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.
2. "Confidential Information" shall mean all information marked or identified as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality, which is disclosed pursuant to this Agreement. Vendor Confidential Information includes, but is not limited to, the Product, all intellectual property rights, trade secrets, ideas, concepts, designs, methodologies, technologies and business matters, and Customer Confidential Information includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the Customer.
3. Confidential treatment shall not apply to information that (a) was lawfully known by the receiving party prior to receipt, (b) is or becomes publicly available through no wrongful act on the part of recipient, (c) is lawfully received by either party from a third party who does not have an obligation of confidentiality, (d) is developed independently without use or knowledge of the Confidential Information, or (e) is required to be disclosed by law, court order or law enforcement or other authorities, provided that notice of any intended disclosure is communicated promptly under the circumstances.
4. In addition to the above, Vendor agrees to comply with the requirements of New York State Education Law §2-d as more fully described in the attached Education Law §2-d Rider, document 4311F.11.

Please reference the "Explanations/Deviations" section of our response for additional information.

Education Law § 2-d Rider/Data Security and Privacy Plan



Education Law §2-d Rider

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Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772
(631) 289-2200

New York State Education Law §2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law §2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor signs a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law §2-d, and the Contractor is a covered third-party contractor.

In order to comply with the mandates of Education Law §2-d, and notwithstanding any provision of the contract between ESBOCES and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that ESBOCES and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.

"Protected Data" includes any information rendered confidential by State or Federal law, including, but not limited to, student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by ESBOCES and/or a Participant. Protected Data also includes any information protected under Education Law §2-d, including, but not limited to:

"Personally identifiable information" from student records of ESBOCES and/or its Participants as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),

-AND-

Personally identifiable information from the records of ESBOCES and/or its Participants relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record, or display any Protected Data shall comply with New York State Education Law §2-d. As applicable, Contractor agrees to comply with ESBOCES policy(ies) on data security and privacy. Contractor shall promptly reimburse ESBOCES and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or

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4/21/2015

assignees. In the event this Agreement expires, is not renewed, or is terminated, Contractor shall return all ESBOCES and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record, or display any ESBOCES and/or its Participant's Protected Data shall maintain a Data Security and Privacy Plan that includes the following elements:

1. a provision incorporating the requirements of ESBOCES Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Contractor's possession and use of Protected Data pursuant to this Agreement;
2. an outline of how all State, Federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Contractor's policy on data security and privacy;
3. an outline of the measures taken by Contractor to secure Protected Data and to limit access to such data to authorized staff;
4. an outline of how Contractor will use "best practices" and industry standards with respect to data storage, privacy, and protection, including, but not limited to, encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff; and
5. an outline of how Contractor will ensure that any subcontractors, persons, or entities with which Contractor will share Protected Data, if any, will abide by the requirements of Contractor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

Please reference the documentation outlined within "Heartland Data Security and Privacy Policies" section of our response for additional information.

Please reference the "Explanations/Deviations" section of our response for additional information.

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DATA PRIVACY AND SECURITY PLAN

1. CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.
2. CONTRACTOR MUST PROVIDE A SIGNED COPY OF ESBOCES PARENTS' BILL OF RIGHTS.

Please reference the documentation outlined within "Heartland Data Security and Privacy Policies" section of our response for additional information.

Please reference the "Explanations/Deviations" section of our response for additional information.

Department of Business Services
4/21/2016

Heartland Data Security and Privacy Policies

- Please reference, in the following pages, the documents outlined below:
- Heartland School Solutions Data Security and Privacy Plan
 - MySchoolApps Data Security and Privacy Plan
 - MySchoolBucks Privacy Policy
 - MySchoolBucks Terms of Service
 - MySchoolBucks Accessibility Statement

Heartland School Solutions Data Security and Privacy Plan

Purpose

The purpose of this document is to describe the plan for ensuring that confidential data entrusted to Heartland School Solutions (“HSS”) remains secure.

Scope

This plan applies to the District’s confidential data that is stored within the MySchoolBucks and Hosted MCS and Mosaic systems. To the extent District has the installed version of HSS software, District is responsible for the information security of its data.

Executive Summary

HSS maintains industry standard administrative, technical and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, password protection, and SSL (Secure Sockets Layer). HSS has implemented policies and practices that reflect a variety of security standards, as well as applicable laws and regulations, relating to the security and safeguarding of confidential data. However, no precautions, means, transmission using the internet, or storage system is absolutely 100% secure. For these reasons, HSS cannot guarantee absolute security of the District’s confidential data.

Sharing Confidential Data

HSS complies with the limitations in FERPA, and does not share student data with any third party for marketing or advertising purposes. HSS uses confidential data only for the purposes identified in the agreement with the District. Such purposes may require that the confidential data be shared with third parties, including financial entities that facilitate the flow of funds to/from the District. HSS also complies with all applicable state laws, including New York’s Education Law and the California Consumer Privacy Act.

Parents’ Bill of Rights

HSS may enter into agreements with District-authorized parents, guardians, or other users accessing the MySchoolBucks site (collectively “MySchoolBucks Parents”). Notwithstanding any provision of the agreement between MySchoolBucks Parents and HSS to the contrary, HSS adheres to the following Parents’ Bill of Rights:

1. HSS will not sell or release a student’s personally identifiable information for any commercial purpose.
2. Parents have the right to inspect and review the complete contents of their child’s education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and HSS uses safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, when data is stored or transferred by HSS.
4. A complete list of all student data elements stored within the relevant software will be made available upon request.
5. Parents have the right to make complaints about possible breaches of student data. Such complaints should be sent to the postal address listed under Contact Us in the Privacy Policy on the MySchoolBucks website, located at <https://www.myschoolbucks.com/ver2/etc/getprivacy>.

Implementation – Data Security

HSS has implemented numerous security initiatives designed to ensure compliance with applicable laws and contracts regarding data security. Our internal control processes are audited for SSAE 18 certification, and we are certified as a Level 1 Service Provider with the Payment Card Industry Data Security Standards (“PCI DSS”). PCI DSS was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. HSS engages a third-party Qualified Security Assessor for annual PCI

compliance audits. Both the District and HSS need to certify PCI-DSS compliance to accept and process credit and debit card payments.

PCI DSS includes the following requirements:

1. Install and keep updated a firewall between the public network and the confidential information.
2. Change vendor-supplied passwords that come with network and information processing systems.
3. Safeguard the confidential data stored for business purposes or regulatory purposes.
4. Encrypt all transmissions of customer data over any public network.
5. Maintain robust antivirus software in all systems.
6. Develop and maintain secure systems and applications.
7. Limit access to the confidential data to as few people as possible on the “need-to-know” basis within your business.
8. Identify and authenticate access to system components.
9. Restrict physical access to the systems.
10. Track and monitor access to network resources and confidential data.
11. Regularly test security systems and processes.
12. Maintain a policy that addresses information security for all personnel.

Other Data

MySchoolBucks Parents may supply data, including confidential data, to utilize the MySchoolBucks service. The MySchoolBucks Terms of Use and Privacy Policies govern the sharing of data supplied by MySchoolBucks Parents.

Heartland MySchoolApps Data Security and Privacy Plan

Purpose

The purpose of this document is to describe the plan for ensuring that protected data entrusted to Heartland remains secure.

Scope

Heartland is responsible for protecting data for our hosted service offerings, including MySchoolApps. Hosted services are those that process data off customer premise in Heartland managed data centers.

Executive Summary

Heartland seeks to provide a secure computing environment for its hosted service offerings. Heartland maintains reasonable administrative, technical and physical safeguards to protect the confidentiality of all information transmitted online, including but not limited to encryption, firewalls, password protection, and Secure Sockets Layer (SSL) and Transport Layer Security (TLS). Heartland has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of protected data.

Definitions

“Personally Identifiable Information” or “PII” refers to data that is classified as confidential by State and federal law and is therefore considered “Protected Data”. PII utilized by MySchoolApps is limited and includes the student’s name; the name of a student’s parent; guardian or other family member; the address of a student or a student’s family; various meal program eligibility conditions and income. Heartland meets or exceeds requirements for protecting personally identifiable information as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103. Heartland will use data collected for the purpose of fulfilling its duties under the Heartland solution license agreement, and will not share such data with or disclose it to any third party except as provided for in the agreement, as required by law, or if authorized in writing by the District.

Data Security

Heartland will store and process MySchoolApps data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in FIPS PUB 200, to secure such data from unauthorized access, disclosure, alteration, and use. Heartland ensures that all such safeguards, including the manner in which parent and student data is collected, accessed, used, stored, processed, disposed of and disclosed, will comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms outlined in the MySchoolApps privacy policy.

In the event of a security breach, if permitted by law and law enforcement, that resulted in unauthorized access to or disclosure or use of system data, Heartland will notify the appropriate districts in writing, fully investigate the incident, cooperate fully with the district’s investigation of and response to the incident, and use best efforts to prevent any further Security Breach at Heartlands expense in accordance with applicable privacy laws. Except as otherwise required by law, Heartland will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District.

MySchoolBucks Privacy Policy

MySchoolBucks Privacy Policy <https://www.myschoolbucks.com/ver2/etc/getprivacy> ("Site")

Last Updated: March 6, 2017

Heartland Payment Systems, Inc. ("Heartland," "we," "us," "our") recognizes the importance of maintaining effective privacy practices. Among other topics, this Privacy Policy together with the Site's Terms of Use explains:

1. What type of Personal Information we collect about visitors or users of our websites, mobile applications, and online services linked to this Privacy Policy (collectively referred to herein as the "Services");
2. How we collect Personal Information;
3. How we use Personal Information;
4. Who we share Personal Information with; and
5. How we store and protect Personal Information.

By using the Services, you accept and agree to the terms and conditions of this Privacy Policy. If you do not wish to agree to this Privacy Policy, please do not use the Services and do not provide any information about you to us.

We will routinely update this Privacy Policy to clarify our practices and to reflect new or different privacy practices, such as when we add new services, functionality or features to the Services. Updates may be with or without notice, and we recommend you visit this page frequently to review changes. You can determine when this Privacy Policy was last revised by referring to "Last Updated" above. Any changes to this Privacy Policy will be effective upon posting on this Site.

GLOSSARY OF TERMS USED

"Affiliate" means a company owned and/or controlled by Heartland.

"Business Partners" means, collectively, third parties with whom we conduct business.

"Cookie" means a small amount of information that a web server sends to your browser that stores information about your account, your preferences, and your use of the Services. Some cookies are temporary, whereas others may be configured to last longer. Session Cookies are temporary cookies used for various reasons, such as to manage page views. Your browser usually erases session cookies once you exit your browser. Persistent Cookies are more permanent cookies that are stored on your computers or mobile devices even beyond when you exit your browser.

"Device Data" means information concerning a device you use to access, use, or interact with the Services, such as operating system type or mobile device model, browser type, domain, and other system settings, the language your system uses and the country and time zone of your device, geo-location, unique device identifier or other device identifier, mobile phone carrier identification, and device software platform and firmware information.

"Non-Identifying Information" means information that alone cannot identify you, including data from Cookies, Pixel Tags and Web Beacons, and Device Data. Non-Identifying Information may be derived from Personal Information.

"Other Sources" means sources of information that legally provide Heartland with your information, and which are outside the scope of this Privacy Policy at the time of collection.

"Partner or School" means a school, school district, or organization of schools or school districts for which Heartland provides the Services.

"Personal Information" means information about you that specifically identifies you or, when combined with other information we have, can be used to identify you. This includes the following types of information: (1) contact information, including your name, postal addresses, email addresses, telephone numbers, or other addresses at which you are able to receive communications; (2) financial information, including information collected from you as needed to process payments and to administer your participation in the Services. We collect such information as your payment card number, expiration date, and card verification number; and (3) demographic information related to billing. For certain school districts, you as the parent of a student may also provide the student's (1) first and last names, (2) student identification number and (3) school attending.

"Pixel Tags and Web Beacons" means tiny graphic images placed on website pages or in our emails that allow us to determine whether you have performed specific actions.

"Services" means the payment terminals, websites, mobile applications, or online services owned or operated by Heartland and its Affiliates linked to this Privacy Policy.

"Vendors" means, collectively, third parties that perform business operations on behalf of Heartland, such as transaction processing, billing, mailing, communications services (e-mail, direct mail, etc.), data processing and analytics.

INDEX OF TOPICS ADDRESSED IN THIS PRIVACY POLICY

1. How Heartland Collects Information
2. How Heartland Uses Information
3. When and Why Heartland Discloses Information
4. Security of Personal Information
5. Data Anonymization and Aggregation
6. Third-Party Websites and Services
7. Your Choices
8. Accessing Personal Information; Retention of Data
9. Social Networks
10. Notice to Residents of Countries outside the United States of America
11. California Privacy Rights
12. Children's Privacy
13. Contact Us

1. HOW HEARTLAND COLLECTS INFORMATION

We will collect information, including Personal Information and Non-Identifying Information, when you interact with us and the Services, such as when you:

- access or use the Services;
- register, subscribe, or create an account with us;
- open or respond to our e-mails or communicate with us;
- provide information to enroll or participate in programs provided on behalf of, or together with, Schools or Business Partners; and

- visit any page online that displays our ads or content.

We also may collect Personal Information when you contact us via email or our online customer service options.

We may receive information from Other Sources. Heartland will use such information in accordance with applicable laws. Such information, when combined with Personal Information collected as provided in this Privacy Policy, will also be handled in accordance with this Privacy Policy. We also use Cookies, Pixel Tags and Web Beacons, local shared objects, files, tools and programs to keep records, store your preferences, and collect Non-Identifying Information, including Device Data and your interaction with the Services and our Business Partners' web sites.

We use Cookies that contain serial numbers that allow us to connect your use of the Services with other information we store about you in your profile or as related to your interactions with the Services. We use Session Cookies on a temporary basis, such as to manage your view of pages on the Services. We use Persistent Cookies for a number of purposes, such as retrieving certain information you have previously provided (for example, your user id if you asked to be remembered). Information from Cookies also tells us about the website you were visiting before you came to the Services and the website you visit after you leave the Services.

When you access these pages or open email messages, we use Pixel Tags and Web Beacons to generate a notice of that action to us, or our Vendors. These tools allow us to measure response to our communications and improve the Services.

Device Data may be collected when your device interacts with the Services and Heartland, even if you are not logged into the Services using your device. If you have questions about the security and privacy settings of your mobile device, please refer to instructions from your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

Because we do not track our Site's users over time and across third-party sites, we do not respond to browser do not track signals at this time.

2. HOW HEARTLAND USES INFORMATION

We (or our Vendors on our behalf), use information collected as described in this Privacy Policy to:

- Operate, maintain and improve the Services;
- Facilitate transactions you initiate or request through the Services;
- Answer your questions and respond to your requests;
- Communicate and provide additional information that may be of interest to you concerning your chosen Services. Send you reminders, technical notices, updates, security alerts, support and administrative messages, service bulletins, and requested information.
- If you elect to participate, administer rewards, surveys, contests, or other promotional activities or events sponsored by us or our Business Partners;
- Manage our everyday business needs, such as administration of our Services, analytics, fraud prevention, and enforcement of our corporate reporting obligations and Terms of Use, or to comply with applicable state and/or federal law;
- Enhance other information we have about you directly or from Other Sources to help us better provide your chosen Services to you.

We also may use information collected as described in this Privacy Policy with your consent or as otherwise required by state and/or federal law.

3. WHEN AND WHY HEARTLAND DISCLOSES INFORMATION

We (or our Vendors on our behalf) may share your Personal Information as required or permitted by the School to provide the Services in compliance with the federal Family Educational Rights and Privacy Act and/or other applicable state and/or federal law. We may share your Personal Information:

- With Schools in which the student is or has been affiliated.
- with any Heartland Affiliate which may only use the Personal Information for the purposes described in this Privacy Policy;
- with our Vendors to provide services for us and who are required to protect the Personal Information as provided in this Privacy Policy;
- with a purchaser of Heartland or any of Heartland Affiliates (or their assets);
- to comply with legal orders and government requests, or as needed to support auditing, compliance, and corporate governance functions;
- to combat fraud or criminal activity, and to protect our rights or those of our Affiliates, users, and Business Partners, or as part of legal proceedings affecting Heartland;
- in response to a subpoena, or similar legal process, including to law enforcement agencies, regulators, and courts in the United States and other countries where we operate;
- Upon your consent or election to participate, with any third party for any reason.

4. SECURITY OF PERSONAL INFORMATION

Heartland maintains reasonable administrative, technical and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls and SSL (Secure Sockets Layer). Heartland has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of payment cardholder data, including the Payment Card Industry Data Security Standards (PCI-DSS).

To ensure that the only individuals and entities who can access Personal Information are those that have been specifically authorized by Heartland to access Personal Information, Heartland has implemented various forms of authentication to identify the specific individual who is accessing the information. Heartland individually determines the appropriate level of security that will provide the necessary level of protection for the Personal Information it maintains. Heartland does not allow any individual or entity unauthenticated access to Personal Information at any time.

Heartland is not liable for loss resulting from the loss of passwords due to user negligence. If you believe your password has been lost or compromised, we recommend that you immediately change your password.

5. DATA ANONYMIZATION AND AGGREGATION.

Subject to your consent if required by law, we may anonymize or aggregate your personal information in such a way as to ensure that you are not identified or identifiable from it, in order to use the anonymized or aggregated data, for example, for statistical analysis and administration including analysis of trends, to carry out actuarial work, to tailor products and services and to conduct risk assessment and analysis of costs and charges in relation to our products and services. We may share anonymized or aggregated data with our affiliates and with other third parties.

This policy does not restrict our use or sharing of any non-personal, summarized, derived, anonymized or aggregated information (i.e., volumes, totals, averages, etc.).

6. THIRD-PARTY WEBSITES AND SERVICES

This Privacy Policy only addresses the use and disclosure of information by Heartland through your interaction with the Services. Other websites that may be accessible through links from the Services may have their own privacy statements and personal information collection, use, and disclosure practices. Our Business Partners may also have their own privacy statements. We encourage you to familiarize yourself with the privacy statements provided by these other parties prior to providing them with information.

7. YOUR CHOICES

In addition, you may choose to unsubscribe from promotional email messages by using the unsubscribe instructions at the bottom of promotional emails. Please note that even if you unsubscribe from promotional email messages, we may still need to contact you with important transactional information related to your account. For example, even if you have unsubscribed from our promotional email messages, we will still send you confirmations when you utilize the Services.

You may manage how your browser handles Cookies by adjusting its privacy and security settings. Browsers are different, so refer to instructions related to your browser to learn about cookie-related and other privacy and security settings that may be available.

You may manage how your mobile device and mobile browser share certain Device Data with Heartland, as well as how your mobile browser handles Cookies by adjusting the privacy and security settings on your mobile device. Please refer to instructions provided by your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

If you wish to stop receiving offers directly from our Business Partners, with whom you have elected to participate, you can follow the unsubscribe instructions in the emails that they send you.

8. ACCESSING PERSONAL INFORMATION; RETENTION OF DATA

For some of our Services, you may access, update and delete information in your profile by logging into your account and accessing your account profile.

If you have questions or requests related to your information, please contact us as set forth in Section 13 below. While we are ready to assist you, please note that we cannot always delete records. For example, we are required to retain records relating to certain transactions involving the Services for financial reporting and compliance reasons. We will retain your Personal Information for as long as your account is active or as needed to provide you with the Services and to maintain a record of your transactions for financial reporting purposes. We will retain and use your Personal Information only as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

9. SOCIAL NETWORKS

The Services may be accessible through or contain connections to areas where you may be able to publicly post information, communicate with others such as discussion boards or blogs, review products and merchants, and submit media content. Prior to posting in these areas, please read our Terms of Use carefully. All the information

your post may be accessible to anyone with Internet access, and any Personal Information you include in your posting may be read, collected, and used by others. For example, if you post your email address along with a public restaurant review, you may receive unsolicited messages from other parties. You should avoid publicly posting Personal Information or identifying information about third parties.

10. NOTICE TO RESIDENTS OF COUNTRIES OUTSIDE THE UNITED STATES OF AMERICA

If you live outside the United States (including in the EEA/CH), and you use the Services or provide us with Personal Information directly via the Services, your information will be handled in accordance with this Privacy Policy. By using the Services or giving us your Personal Information, you are directly transferring your Personal Information and Non-Identifiable Information to us in the United States. The United States may not have the same level of data protection as your jurisdiction. However, you agree and consent to our collection, transfer, and processing of your Personal Information and Non-Identifiable Information in accordance with this Privacy Policy. You are solely responsible for compliance with any data protection or privacy obligations in your jurisdiction when you use the Services or provide us with Personal Information. Regardless of where we transfer your information, we still protect your information in the manner described in this Privacy Policy.

11. CALIFORNIA PRIVACY RIGHTS

Pursuant to Section 1798.83 of the California Civil Code, residents of California can obtain certain information about the types of personal information that companies with whom they have an established business relationship have shared with third parties for direct marketing purposes during the preceding calendar year. In particular, the law provides that companies must inform consumers about the categories of personal information that have been shared with third parties, the names and addresses of those third parties, and examples of the types of services or products marketed by those third parties. To request a copy of the information disclosure provided by Heartland pursuant to Section 1798.83 of the California Civil Code, please contact us via the email or address stated above. Please allow 30 days for a response.

Heartland complies with California Assembly Bill No. 1584 and California Senate Bill No. 1177.

12. CHILDREN'S PRIVACY

Heartland does not intend that any portion of the Services will be accessed or used by children under the age of thirteen, and such use is prohibited. The Services is designed and intended for adults. By using Heartland's Services, you represent that you are at least eighteen years old and understand that you must be at least eighteen years old in order to create an account and utilize the Services. We will promptly delete information associated with any account if we obtain actual knowledge that it is associated with a registered user who is not at least eighteen years old.

13. CONTACT US

The Site is operated by Heartland Payment Systems, Inc.
Our postal address is 570 Devall St., Suite 202, Auburn, Alabama 36830

We can be reached via email at support@myschoolbucks.com or you can reach us by telephone at [1-855-832-5226](tel:1-855-832-5226). If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number.

MySchoolBucks Terms of Service

MySchoolBucks Terms of Service <https://www.myschoolbucks.com/ver2/etc/getterms> ("Site")

Last Updated: July 31, 2019

Welcome to MySchoolBucks. Heartland Payment Systems, LLC ("HPS" or "we" or "us") provides this service to you ("you" or "your" means any person using the website, mobile application, or service) subject to the following MySchoolBucks Terms of Service ("ToS"). By checking the consent box on the registration page, using the MySchoolBucks website, the MySchoolBucks mobile application, or making a payment through or using our site and/or mobile application (collectively, "Services"), you accept and agree to be bound by these MySchoolBucks ToS. Please read them carefully.

1. Privacy

Please review our Privacy Policy, which also governs your visit to MySchoolBucks website and your use of the MySchoolBucks mobile application, to understand our practices.

2. Electronic Communications

When you visit MySchoolBucks.com, use the MySchoolBucks mobile application, or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this website or in the mobile application. 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.

3. Copyright

All content, titles, graphics, logos, button icons, images and software are the copyrighted material of HPS, or its licensors, and you agree not to download (other than page caching) or modify it, or any portion of it. The compilation of all content on the MySchoolBucks website and the MySchoolBucks mobile application is the exclusive property of HPS, and is protected by U.S. and international copyright laws. Reproduction, republication or distribution of any material from the website 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.

4. Trademarks

The MySchoolBucks name, logo, button icons, child character, and all related logos, products and services described in the MySchoolBucks website and the MySchoolBucks mobile application are trademarks or registered trademarks of HPS. The MySchoolBucks name and logo are trademarks or registered trademarks of HPS. All other trademarks that appear on the MySchoolBucks website and the MySchoolBucks mobile application that are not owned by HPS or its affiliates are the property of their respective owners.

5. License and Site Access

A. License: HPS grants you a limited license to access and make personal use of the Services to make payments related to goods and services provided at or through your child's school or school district. You may also be able to use the Services to obtain information about the balance of your child's account and to review your child's

purchases, including food purchases at the school cafeteria. You acknowledge and agree that HPS is not responsible for the accuracy of this information because the content is provided by the school or third parties' software systems, and the accuracy of the content is outside of HPS' control. HPS shall not be responsible for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content. The Services are intended to be used by adults who can make purchases with a credit card. If you are under 18, you may use the MySchoolBucks website and/or the MySchoolBucks mobile application only with the permission of a parent or guardian.

B. Access Credentials: In order to access the Services via the MySchoolBucks website or the MySchoolBucks mobile application, you must establish access credentials (e.g., a user name and password) that will enable you to log into and use the Services ("Access Credentials"). Your Access Credentials will enable HPS to authenticate you as an authorized user of the Services and to provide appropriate authorizations regarding the scope of your use of the Services. You are solely responsible for maintaining the confidentiality and security of your Access Credentials. You may not share your Access Credentials with any third party. You are responsible for any use of or access to the Services and any activities conducted therein via your Access Credentials. If you become aware of any unauthorized use of or compromise of your Access Credentials, you must notify HPS immediately. With respect to the MySchoolBucks mobile application, and from time to time, HPS may make available to you via the applicable app store, updates, bug fixes, upgrades, patches and/or new versions of the Services (collectively, "Updates"). You agree to promptly install such Updates when they become available to you. You understand and agree that Updates may include necessary functionality and/or fixes to protect the security of the Services and that your failure to promptly install such Updates may compromise your ability to use the Services and/or result in the disabling of your Access Credentials. HPS shall have no liability to you for any loss or damage resulting from your failure to timely accept such Updates.

C. HPS shall not be liable for, shall have no responsibility for, and you will hold HPS harmless for any activity in your account, including, but not limited to, authorized or unauthorized charges to your credit card or bank via the Services or disputes between you and the school or school district. HPS reserves the right to refuse service, terminate accounts, or cancel orders in its absolute and sole discretion.

6. Payments

You may make payments to HPS for deposit in your child's school account in a number of ways, including by using a credit card or electronic check. Your credit card provider may have imposed a maximum amount which can be placed on your credit card. HPS endeavors to process payments promptly so the funds will be available for your child's use. However, we make no representations or warranties regarding the amount of time needed to complete processing your payment. A number of factors, such as delays in the banking system, electronic funds transfer systems or school district network, are outside our control and will affect when the funds are received by your child's school. The school's use of payments or prepayments is governed by your agreement or arrangement with the school or school district, and HPS is not responsible for the school's handling of your payments or prepayments after the school receives the funds from the Services, including, but not limited to, any failure by a school or school district to record, apply, or refund a payment made by you via the Services.

A. One Time Payments. If you selected a one-time payment, you authorize HPS to debit the bank account or credit card as you indicated on our website for the noted amount on the noted date. You understand that because this is an electronic transaction, these funds may be withdrawn from your account immediately. You acknowledge that by using an electronic check for this transaction, you must comply with U.S. law. You will not try to prevent HPS from debiting your bank account, and acknowledge that any dispute is limited to any errors that HPS made in processing. HPS does not have any responsibility for information that you entered incorrectly.

B. Recurring Payments. If you selected recurring payments, you authorize HPS to debit the bank account or credit card as you indicated on our website for the noted amount on the schedule indicated. You understand that this authorization will remain in effect until the scheduled end date, or until you cancel the payment, whichever comes first. If the above noted payment falls on a weekend or holiday, you understand that the payment may be executed on the next business day. You understand that because this is an electronic transaction, these funds may be withdrawn from your account each period as soon as the above noted transaction date. You acknowledge that by using an electronic check for this transaction, you must comply with U.S. law. You will not try to prevent HPS from debiting your bank account, and acknowledge that any dispute is limited to any errors that HPS made in processing. HPS does not have any responsibility for information that you entered incorrectly.

7. Refunds

If you or your child are not satisfied with any good or service purchased using the Services, you agree to resolve the issue exclusively with the child's school or school district. You agree that you will not seek and are not entitled to a refund from HPS. If you would like a refund of any kind from your child's school or school district, you must contact your child's school or school district. Refund policies may vary from one school district to another. Program Fees are not refundable, and you agree that you will not seek and are not entitled to refund of any Program Fee.

8. Program Fee

HPS may charge a Program Fee in connection with the Services and/or transactions processed through the Services. If a Program Fee is charged, it will be displayed onscreen before you complete the payment transaction. By completing the transaction, you are agreeing to pay the Program Fee to HPS. The school or school district may remit the Program Fee to HPS.

9. Links to Third Party Websites

The MySchoolBucks website and/or the MySchoolBucks mobile application may contain links to other Internet websites, mobile applications, or resources. HPS neither controls nor endorses such other websites or mobile applications, nor has HPS reviewed or approved any content that appears on such other sites or mobile applications. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites or mobile applications, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

10. LIMITED LIABILITY; DISCLAIMER OF WARRANTY

A. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HPS MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. HPS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK.

B. MYSCHOOLBUCKS IS NOT THE ONLY WAY TO MAKE PAYMENTS TO YOUR SCHOOL. THUS, IF YOU DO NOT AGREE TO THESE TERMS CONTAINED HEREIN, YOU SHOULD NOT USE MYSCHOOLBUCKS TO COMPLETE A TRANSACTION. IN THE EVENT MYSCHOOLBUCKS IS NOT AVAILABLE AT ANY TIME FOR ANY REASON YOU AGREE TO CONTACT YOUR

CHILD'S SCHOOL TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. HPS IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY FAILURE BY THE SCHOOL TO RECEIVE ANY PAYMENT.

C. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, HPS, ON BEHALF OF ITSELF AND ITS AFFILIATES, DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES OR INJURY RESULTING FROM ANY FAILURE OF PERFORMANCE OF THE SERVICES, ERRORS, OMISSIONS, INACCURACIES, INTERRUPTIONS, DEFECTS, DELAYS OR INTERRUPTIONS IN OPERATION OR TRANSMISSION, COMMUNICATION LINE FAILURE, SECURITY BREACH, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF INFORMATION. IN NO EVENT SHALL HPS, OR IT AFFILIATES, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

D. YOU AGREE THAT IN NO EVENT WILL HPS BE LIABLE FOR ANY CLAIM, BILLING ERROR, CHARGE, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TOS, THE USE OF MYSCHOOLBUCKS OR ANY TRANSACTION PROCESSED WITH OR THROUGH MYSCHOOLBUCKS IF YOU DO NOT REPORT THE CLAIM, ERROR, CHARGE, DAMAGE, OR EXPENSE TO HPS IN WRITING WITHIN 90 DAYS OF THE ALLEGEDLY WRONGFUL ACT OR FAILURE TO ACT, OR, IN THE EVENT OF A BILLING OR PAYMENT ERROR OR OVERCHARGE, WITHIN 90 DAYS OF THE DATE THAT THE STATEMENT CONTAINING THE CHARGE WAS MADE AVAILABLE TO YOU ELECTRONICALLY OR IN HARD COPY. YOU EXPRESSLY WAIVE ANY CLAIM THAT IS NOT REPORTED TO HPS IN WRITING WITHIN THE TIME PERIODS STATED HEREIN.

11. Termination

With the exception of Sections 14 and 15, you may terminate these ToS at any time by providing written notice to us. HPS may immediately terminate this Agreement at any time without notice and for any reason, including, but not limited to, if you engage in any conduct which HPS, in its sole discretion, considers to be unacceptable, or if you breach these ToS.

12. Applicable Law

By visiting MySchoolBucks.com or the MySchoolBucks mobile application, you agree that the laws of the State of Georgia will govern these ToS.

13. Site Policies, Severability

These ToS are the entire agreement between you and HPS with respect to use of the Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter. Other than with respect to Section 14, HPS reserves the right at any time to change, add or delete any aspect or feature of the Services and these ToS, including but not limited to, changing program fees. HPS will provide notice of any such change by posting a notice to the website or as otherwise required by law. Any use of the Services by you after such notice has been posted or otherwise communicated will be deemed acceptance by you of such changes. Any waiver of HPS' rights must be in writing and signed by HPS. Except as expressly stated in Section 14, should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

14. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND IMPACTS HOW DISPUTES ARE RESOLVED. THIS SECTION IS INTENDED TO APPLY RETROACTIVELY, AND THEREFORE APPLIES TO ALL PAST, CURRENT AND FUTURE CLAIMS.

****IMPORTANT: THIS DISPUTE RESOLUTION SECTION, INCLUDING THE ARBITRATION PROVISION AND THE CLASS ACTION WAIVER, APPLIES TO ALL PENDING LITIGATION, INCLUDING, BUT NOT LIMITED TO, THE MATTER OF STORY V. HEARTLAND PAYMENT SYSTEMS, LLC, UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, CIVIL ACTION NO. 3:19-CV-00724. IN THAT CASE, THE PLAINTIFF SEEKS TO REPRESENT A CLASS OF ALL PERSONS WHO PAID HPS A PROGRAM FEE SINCE MAY 15, 2013, AND ASSERTS CLAIMS FOR BREACH OF CONTRACT, UNJUST ENRICHMENT, AND VIOLATIONS OF NEW JERSEY'S TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT AND NEW JERSEY'S CONSUMER FRAUD ACT. HPS DENIES THE ALLEGATIONS. IF YOU ACCEPT THESE TERMS OF SERVICE AND A CLASS IS CERTIFIED IN THE STORY MATTER, YOU WILL NOT PERMITTED TO PARTICIPATE IN THE STORY CASE AS A CLASS MEMBER.****

IF YOU PROCEED WITH A TRANSACTION THROUGH OR USING MYSCHOOLBUCKS AFTER THESE TOS ARE EFFECTIVE, YOU ARE AGREEING TO THE TERMS OF THIS DISPUTE RESOLUTION SECTION AND ARE BOUND BY THEM.

A. **Mandatory Arbitration:** YOU AND HPS AGREE THAT ANY AND ALL DISPUTES (AS DEFINED BELOW) SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY; PROVIDED, HOWEVER, THAT YOU OR HPS MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SMALL CLAIMS COURT AND PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS.

You and HPS agree that we are each waiving the right to a trial by jury and any right to have a Dispute heard in court. Instead, you and HPS agree to have all Disputes resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court and the arbitrator's decision is subject to limited review by courts. However, the arbitrator must follow the law and can award the same relief, on an individual basis, as in court, including monetary damages, injunctive relief, declaratory relief and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted in the county of your residence or other location if mutually agreed upon by the parties. The arbitration shall be conducted by the American Arbitration Association (AAA). For claims of \$25,000 or less, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. For claims over \$25,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules are not available, the AAA rules applicable to consumer disputes shall apply. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org.

This arbitration provision is entered pursuant to the Federal Arbitration Act ("FAA"), which shall govern its interpretation and enforcement. To the extent any issues arise as to which the FAA does not apply or govern, this "Dispute Resolution" section and all substantive claims shall be governed by and interpreted according to the laws of the State of Georgia, without regard to principles of conflicts of law. The arbitrator shall decide all issues of interpretation, scope, and application of this "Dispute Resolution" section and the arbitration provision, with the exception of deciding whether the Arbitration Class Action Waiver in Section 14(A)(i) is valid or enforceable. Any question regarding the validity or enforceability of Section 14(A)(i) shall be resolved by a state or federal court in

Fulton County, Georgia, which You and HPS agree shall be the sole and exclusive jurisdiction for any such question to be resolved (and for which You and HPS consent to the Court's jurisdiction and waive any right to challenge jurisdiction or venue). This Dispute Resolution section shall survive termination of this agreement. The agreement to arbitrate is intended to be broadly interpreted.

i. Arbitration Class Action Waiver: You and HPS agree that arbitration shall proceed solely on an individual basis and that any Dispute shall not be arbitrated as a class action, shall not be consolidated with the claims of any other party, and shall not be arbitrated on a consolidated, representative or private attorney general basis. The award or decision in the arbitration will not have any preclusive effect as to issues or claims involved in any proceeding between HPS and anyone who is not a named party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's monetary, declaratory and injunctive award, if any, shall not apply to any person or entity that is not a party to the arbitration.

Any questions regarding the enforceability of this Section 14(A)(i) shall be decided by a court and not the arbitrator. If any portion of this Section 14(A)(i) is deemed invalid or unenforceable, then the entire arbitration provision in Section 14 (other than this sentence and Section 14(B)) shall be null and void and not apply. In no case shall an arbitration proceed on a class basis.

ii. Small Claims and Agency Proceedings: Notwithstanding anything else in this "Dispute Resolution" section, you or HPS may bring an individual action in small claims court if it so qualifies and so long as it remains in small claims court on an individual, and not a class or representative, basis. Further, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

iii. Fees and Costs: For any arbitration in which your total damage claims, exclusive of attorney fees, are \$25,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs (separate from Arbitration Costs as defined below) as part of any award, but may not grant HPS its attorney fees, expert witness fees or costs (separate from Arbitration Costs) unless it is determined that the claim was frivolous or brought in bad faith. In a Small Claim case, HPS will pay all filing, administrative and arbitrator costs (together, "Arbitration Costs") associated with the arbitration. Any request for payment of Arbitration Costs by HPS shall be submitted to the AAA along with your Demand for Arbitration; provided, however, that if you want HPS to advance the Arbitration Costs for a Small Claim prior to filing, HPS will do so at your written request which must be sent to Heartland Payment Systems, LLC, Attn: Legal Department, 3550 Lenox Rd NE, Suite 3000, Atlanta, GA 30326. In a Small Claim case, you may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing, subject to the arbitrator, acting in his or her discretion, deciding to require an in-person hearing.

The party or parties responsible for Arbitration Costs for arbitrations in which your total damage claims, exclusive of attorney fees, exceed \$25,000.00 ("Large Claim") shall be determined according to AAA rules; provided, however, that if you are able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, HPS will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorneys' fees, expert witness fees and costs (separate from Arbitration Costs).

B. Non-Arbitration Class Action and Jury Waiver: If for any reason any Dispute proceeds in court rather than arbitration, you and HPS each waive any right to a jury trial, and any Dispute that proceeds in court shall proceed solely on an individual, non-class, non-representative basis. In any Dispute that proceeds in court, neither you nor

HPS may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding. If for any reason any Dispute proceeds in court rather than arbitration, you and HPS also agree that the sole and exclusive jurisdiction for any such action shall be a state or federal court in Fulton County, Georgia (and for which you and HPS consent to the Court's jurisdiction and waive any right to challenge jurisdiction or venue).

C. Severability: If an arbitrator or court decides that any part of this Dispute Resolution section, other than Section 14(A)(i) is invalid or unenforceable, the other parts of this Dispute Resolution Section shall still apply. Notwithstanding the previous sentence, in all cases, Section 14(B) shall remain in effect, valid and enforceable.

D. Definitions: The terms "Dispute" and "Disputes" shall be broadly interpreted to include any claims, disputes, disagreements or controversies that you and HPS had, have or may in the future have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disputes, disagreements or controversies related in any way to or arising in any way out of (a) your use of the MySchoolBucks' website, mobile application, or platform; (b) your application to, enrollment with, or use of the MySchoolBucks website, mobile application or any software or hardware platform operated by or for MySchoolBucks, (c) any transaction processed with or through HPS; (d) any other HPS product or service made available through MySchoolBucks or the MySchoolBucks website or mobile application; (e) any HPS advertisement, representation or marketing, including, without limitation, any advertisement, representation or marketing on the MySchoolBucks website or mobile application; (f) any contract, warranty, or other agreement you had or have with HPS; (f) any HPS billing or other policy or practice; (g) any action or inaction by any HPS officers, directors, employees, agents, or other representatives relating to any HPS product, marketing, representation or service, including without limitation MySchoolBucks; (h) any claims HPS brings against you; and (i) any aspect of the relationship between you and HPS. "Dispute" and "Disputes" includes claims, disputes, disagreements or controversies that arose at any time, including before this ToS became operative and after these ToS terminated.

15. CLASS ACTION WAIVER

WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

16. Mobile App

If you access the MySchoolBucks mobile application, the following additional terms and conditions apply:

a. Terms Required by Apple, Inc. If your device is an iPad, iPhone, or iPod Touch, the following additional terms apply:

i. Apple, the Apple logo, iPad and iPhone are trademarks of Apple, Inc. ("Apple"), registered in the U.S. and other countries. iTunes and the Apple App Store are service marks of Apple.

ii. These ToS are between you and HPS only, and not with Apple. HPS, and not Apple, is solely responsible for the Services.

- iii. Apple has no obligation at all to provide any support or maintenance services in relation to the Services. If you have any maintenance or support questions in relation to the Services or the MySchoolBucks mobile application, please contact HPS, not Apple, using the contact details at the end of this section.
- iv. Except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Services are between you and HPS (and not between you, or anyone else, and Apple).
- v. iTunes and the Apple App Store are owned and operated by Apple. Your use of the Apple App Store is governed by a legal agreement between you and Apple. You acknowledge that you had the opportunity to review Apple's App Store Terms of Service and agreed to be bound by them when you accessed and downloaded the app via the Apple App Store.
- vi. To the maximum extent permitted by applicable law, Apple shall have no warranty obligation or liability whatsoever with respect to the Services, including without limitation in relation to the sale, distribution or use of the Services, or the performance or non-performance of the Services. In the event that the Services fail to comply with any warranty set forth in these ToS, you may notify Apple, and Apple will refund the purchase price for the Services to you.
- vii. Apple shall not be responsible for addressing any claims by you or any third party relating to the Services or the possession and/or use of the Services, including but not limited to (i) product liability claims, (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- viii. Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Services or your possession and use of the Services infringes a third party's intellectual property rights.
- ix. You represent and warrant that (i) the Services will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a 'terrorist-supporting' country, and (ii) neither you or any use designated by you are listed on any U.S. Government list of prohibited or restricted parties.
- x. Support requests, as well as questions, complaints or claims regarding the Services, may be directed to HPS at: 765 Jefferson Road #400, Rochester NY 14623, by phone at 1-855-832-5226, and by email at support@myschoolbucks.com.
- xi. Notwithstanding anything to the contrary in any other agreement between the parties, Apple and its subsidiaries are third-party beneficiaries of these ToS, and have the right (and shall be deemed to have accepted the right) to enforce these ToS against you.
- b. Terms Required by Google, Inc. If your device is an Android-powered device, the following additional terms apply:
- i. Android™ is a trademark of Google Inc. ("Google"). Use of this trademark is subject to Google Permissions.
- ii. These ToS are between you and HPS only, and not with Google. HPS, and not Google, is solely responsible for the Services.

- iii. Google has no obligation at all to provide any support or maintenance services in relation to the Services. If you have any maintenance or support questions in relation to the Services or the MySchoolBucks mobile application, please contact HPS, not Google, using the contact details at the end of this section.
- iv. Except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Services are between you and HPS (and not between you, or anyone else, and Google).
- v. The Google Play Store is owned and operated by Google Inc. Your use of the Google Play Store is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Store Terms of Service (found at <http://www.google.com/mobile/android/market-tos.html>) and together with the Google Terms of Service called the "Terms"). In addition, your use of the Google Play Store is subject to the Google Play Store Business and Program Policies (found at http://play.google.com/intl/en_us/about/play-terms). The Google Play Store Terms of Service, Google Play Store Business and Program Policies, and Google Terms of Service shall take precedence in that order in the event of a conflict between them, to the extent of such conflict. You acknowledge that you had the opportunity to review the Terms and agreed to be bound by them when you accessed and downloaded the app via the Google Play Store.
- vi. To the maximum extent permitted by applicable law, Google shall have no warranty obligation or liability whatsoever with respect to the Services, including without limitation in relation to the sale, distribution or use of the Services, or the performance or non-performance of the Services. In the event that the Services fail to comply with any warranty set forth in these ToS, you may notify Google, and Google will refund the purchase price for the Services to you.
- vii. Google shall not be responsible for addressing any claim by you or any third party relating to the Services or the possession and/or use of the Services, including but not limited to (i) product liability claims, (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- viii. Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Services or your possession and use of the Services infringes a third party's intellectual property rights.
- ix. You represent and warrant that (i) the Services will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a 'terrorist-supporting' country, and (ii) neither you or any user designated by you is listed on any U.S. Government list of prohibited or restricted parties.
- x. Support requests, as well as questions, complaints or claims regarding the Licensed Products, may be directed to Licensor at: 765 Jefferson Road #400, Rochester NY 14623, by phone at 1-855-832-5226, and by email at support@myschoolbucks.com.
- xi. Notwithstanding anything to the contrary in any other agreement between the parties, Google and its subsidiaries are third-party beneficiaries of these ToS, and have the right (and shall be deemed to have accepted the right) to enforce these ToS against you.
- xii. In order to continually innovate and improve the Google Play Store, Google may collect certain usage statistics from the Market and Supported Android Devices, including but not limited to, information on how the Google Play Store and Supported Android Devices are being used. The data collected is examined in the aggregate to improve

the Google Play Store for users and developers and is maintained in accordance with Google's Privacy Policy. To ensure the improvement of the Services, limited aggregate data may be available to HPS upon its written request.

17. SMS Communications

When you opt-in to the service, we will send you an SMS message to confirm your signup.

You can cancel the SMS service at any time. Just text "STOP" to 58864. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just text "HELP" to 58864. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

We are able to deliver messages to the following mobile phone carriers:

Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.

Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, Ntelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

For all questions about the services provided by this short code, you can send an email to support@myschoolbucks.com.

MySchoolBucks Accessibility Statement

MySchoolBucks Accessibility Statement <https://www.myschoolbucks.com/ver2/etc/getaccessibility> ("Site")

Heartland School Solutions and MySchoolBucks are deeply committed to providing a successful experience to all users, regardless of one's technology or ability needs. In our commitment to offering any user access to all features in MySchoolBucks, our team continues development to conform to the Web Content Accessibility Guidelines 2.0 AA standards.

Should you have any questions or trouble accessing our website in any way, please contact us.

Contact Us

MySchoolBucks Parent Support

1-855-832-5226

support@myschoolbucks.com

Eastern Suffolk BOCES Parents' Bill of Rights for Data Security and Privacy

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EASTERN SUFFOLK BOCES PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Eastern Suffolk BOCES (ESBOCES) is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. ESBOCES wishes to inform the school community of the following rights:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record maintained by ESBOCES.
3. State and Federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to:

Peggie Staib, Ed.D.
Associate Superintendent for Educational Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
pstaib@esboces.org

or

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
CPO@mail.nysed.gov

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, ESBOCES has entered into contracts with certain third-party contractors. Pursuant to such contracts, third-party contractors may have access to "student data" and/or "teacher or principal data." Each contract ESBOCES

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enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data will include information addressing the following:

1. the exclusive purposes for which the student data or teacher or principal data will be used;
2. how the third-party contractor will ensure that the subcontractors, persons, or entities with whom the third-party contractor will share the student data or teacher or principal data, if any, will abide by data protection and security requirements;
3. when the contract expires and what happens to the student data or teacher or principal data upon expiration of the contract;
4. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected; and
5. where the student data or teacher or principal data will be stored (described in such a manner as to protect data security) and the security protections taken to ensure that such data will be protected, including whether such data will be encrypted.

Requirements of Third-Party Contractors

Third-party contractors are required to:

1. provide training on Federal and State law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
2. limit internal access to educational records to those individuals who have a legitimate educational interest in such records;
3. not use educational records for any other purpose than those explicitly authorized in the contract;
4. not disclose personally identifiable information to any other party (i) without the prior written consent of the parent or eligible student or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
5. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
6. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
7. notify ESBOCES of any breach of security resulting in an unauthorized release of student data or teacher or principal data in the most expedient way possible and without unreasonable delay;
8. provide a data security and privacy plan outlining how all State, Federal, and local data security and privacy contract requirements will be implemented over the life of the contract; and

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9. provide a signed copy of this Parents' Bill of Rights to ESBOCES, thereby acknowledging that they are aware of and agree to abide by this Parents' Bill of Rights.

This Parents' Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

Contractor hereby acknowledges that it is aware of and agrees to abide by the terms of this Parents' Bill of Rights. A copy of this signed document must be made a part of Contractor's Data Security and Privacy Plan.

SIGNATURE: 
(Jeremy Loch)

DATE: May 6, 2020

TITLE: SVP & General Manager, School Solutions

Please reference the documentation outlined within "Heartland Data Security and Privacy Policies" section of our response for additional information.

Please reference the "Explanations/Deviations" section of our response for additional information.

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D. System Specification and Requirements: General System Performance

1. Pictures, descriptions and specifications must accompany all Proposals. Any Proposal that does not include this information shall not be considered.
- Please reference, in the following pages, the documents outlined below:
- Nutrikids Product
 - Software Overview
 - Point of Sale
 - Free & Reduced
 - MySchoolApps Online Applications Product
 - MySchoolBucks/MSB Anywhere Product
 - MealViewer Digital Suite & Signage Product

Please also reference the “Features and Functions of Nutrikids” section of our response for additional information.