

# ParentOnline Service Agreement

This ParentOnline Service Agreement ("Agreement") is by and between Cybersoft Technologies, Inc. ("Cybersoft"), a Texas corporation, with its principal location at 4422 FM 1960 West, Suite 300, Houston, TX 77068 and the Brick Township Board of Education ("The School District") with its administrative offices at 101 Hendrickson Avenue; Brick, NJ 08724.

The term of this agreement shall be from **August 1, 2013 through July 31, 2015** and shall be subject to cancellation by either party giving the other party 30 days advance written notice with or without cause. Renewal of the agreement shall be the decision of The School District in accordance with N.J.S.A. 18A:18A-42

ParentOnline is an online payment service provided by Cybersoft that enables parents/guardians of The School District students to register and make credit card or check card payments to their student accounts over the internet. Cybersoft built this online service using technology viewed by Cybersoft to be suitable for achieving speed and accuracy. To protect personal information, ParentOnline uses various forms of Internet security, including data encryption, Secure Sockets Layer (SSL) protocol, user names and passwords, and other tools.

As required by 20 U.S.C. 1232(g) (Family Educational Rights and Privacy Act, "FERPA") and N.J.A.C. 6a:32-7.1 et seq. Cybersoft shall not disclose any information or records regarding District Students or their families that Cybersoft may learn or obtain during the course and scope of their respective performances under this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information. The School District is responsible for ensuring Student compliance with all applicable laws.

Eligible individuals registered with ParentOnline (ParentOnline User) will also be able to view information about the student account that has been provided and regularly updated by The School District. Such information will include account balance, payment details, usage history and details about the registered individuals.

Authorized personnel of The School District will have access to data and reports pertaining to The School District accounts to facilitate maintenance and administration of the system in specified areas defined by Cybersoft. Authorized personnel of The School District will assist registered users of the ParentOnline system that require help managing and viewing student accounts maintained within The School District.

The School District shall provide uninterrupted access of information and data files that are required to update student account records on ParentOnline. Cybersoft declares that all content on the ParentOnline website is provided on an "AS IS" and "AS AVAILABLE" basis from The School District without warranty of any kind, either expressed or implied, and that Cybersoft or any of its representatives is not liable for any direct, indirect, incidental, consequential, or specific damages arising out of or in any way connected with the access to or the use of this service.

Hyperlinks or icons of ParentOnline may be included as links to this service on suitable locations within the web pages of The School District website. The School District may not use, distribute, modify, transmit, or post the content of the ParentOnline web site for public or commercial purposes, including any text, images, audio, or video without Cybersoft's written permission.

The ParentOnline web site and its contents are owned by Cybersoft or its affiliates or agents and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Cybersoft or its affiliates or agents. Nothing contained on the ParentOnline web site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark displayed on this web site without the express written permission of Cybersoft or any such third party that may own the trademarks displayed on this web site. Your use of the trademarks displayed on this web site, or any other content on this web site, except as provided herein, is strictly prohibited.

ParentOnline will process and accept payments as outlined in Exhibit A.

# ParentOnline Service Agreement

Individuals registered with ParentOnline and/or The School District shall be charged a convenience fee as specified in Exhibit A for each transaction made using this service. This fee will be charged to the ParentOnline User's credit card or check card at the time of the transaction. Cybersoft will prominently notify Individuals registering with ParentOnline of any fees or charges the Individual will incur by using the ParentOnline service.

For payments made via the ParentOnline system the student balances will be updated within 24 hours from the time of transaction. The School District agrees that Cybersoft will not be held responsible if such updates are not possible due to circumstances beyond Cybersoft's control. The School District agrees to accept the payments received at ParentOnline as monies available to owners of the relevant student account even if actual transfer of such funds has not yet taken effect.

As a policy ParentOnline does not allow sharing of any personal information to any third-party and affirms that the information will be used for the sole purpose of completing payment transactions and displaying the students' information to authorized users. The only exception to the rule is when it is required to disclose the information by law.

Cybersoft will make best efforts to transfer payments received by ParentOnline (transferable funds) on behalf of The School District on a weekly basis to a bank account specified and authorized in Exhibit A of this agreement. Cybersoft will not be held responsible if there is a delay in such transfers of funds due to circumstances beyond Cybersoft's control. Other than the amounts to be transferred by Cybersoft, collecting any funds owed to The School District is the responsibility of The School District.

**Disclaimer of Warranties.** ALL CONTENT ON THIS WEB SITE IS PROVIDED TO YOU ON AN "AS IS" and "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. Cybersoft will present on the ParentOnline website relevant information as captured by The School District staff and made available to Cybersoft. However, The School District will not hold Cybersoft responsible for disruption of ParentOnline services caused by events beyond Cybersoft's control. Cybersoft makes no warranty as to the accuracy, completeness, currency, or reliability of any content that might have been tampered with or altered by anyone or any other event beyond Cybersoft's control. Cybersoft makes no representations or warranties that use of the service will be uninterrupted or error-free. The School District and ParentOnline Users are responsible for taking all necessary precautions to ensure that any content obtained from the web site is free of viruses.

**Limitation of Liability.** Your use of the service or any content on the web site is at your own risk. Cybersoft specifically disclaims any liability, whether based in contract, tort, negligence, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of this service, even if Cybersoft has been advised of the possibility of such damages, including but not limited to reliance by any party of any content obtained through the use of the web site, or that arises in connection with mistakes or omissions in, or delays in transmission of, information to or from the user, interruptions in telecommunications connections to the web site or viruses, whether caused in whole or in part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorized access to the web site, or related information or programs. This limitation of liability does not extend to Cybersoft's obligations to transfer funds to The School District as set forth above.

**Violations and Additional Policies.** Cybersoft reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this web site, including the right to block access from a particular Internet address to the web site.

**Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, if such delay or failure arises by any reason beyond its reasonable control, including any acts of God, events of war, acts of terrorism, riots, fire, flood, earthquake, explosion or other natural disasters. Such obligation that cannot be performed shall be delayed until it can be performed, including interruption or

# ParentOnline Service Agreement

termination of service by the Internet access provider being used by The School District. The party claiming excusable delay must promptly notify the other party, in writing, of such delay. If the delay continues for more than forty-five (45) days, the other party may terminate this Agreement by giving fifteen (15) days' written notice to the delaying party, provided, however, that this Agreement will not terminate if the party claiming excusable delay substantially performs the material obligation which has been delayed within such fifteen (15) days.

**Entire Agreement.** This Agreement, and any addendums to this agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**Governing Law.** These terms and conditions shall be governed and construed in accordance with the laws of the State of New Jersey, USA, without regard to conflict-of-laws provisions, makes no representation that the information on the web site is appropriate or available for use in other locations. These Terms and Conditions of Use and all documents incorporated herein by reference constitute the entire agreement between Cybersoft and The School District with respect to the ParentOnline service. If any part of these Terms and Conditions of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

FOR: CYBERSOFT TECHNOLOGIES, INC.

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NAME: BHASKAR PATEL

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TITLE: GENERAL MANAGER

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SIGNATURE:

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DATE:

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FOR: BRICK TOWNSHIP BOARD OF EDUCATION

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Federal Tax Identification Number:

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NAME:

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TITLE:

---

SIGNATURE:

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DATE:

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# ParentOnline Service Agreement

## Exhibit A

### Brick Township Board of Education

**CONVENIENCE FEE:**

Convenience Fee at the rate of \$1.95 for each payment transaction will be assessed as follows:

FEE ASSESSED TO THE PARENTONLINE USER AT THE TIME OF THE TRANSACTION: \$ 1.95

FEE ASSESSED TO THE SCHOOL DISTRICT, DEDUCTED FROM THE TRANSFERABLE FUNDS: \$ 0

**PAYMENT LIMITS FOR EACH TRANSACTION:**

MINIMUM AMOUNT (NOT LESS THAN \$0): \$ 0

MAXIMUM AMOUNT (NOT MORE THAN \$100): \$ 100

**BONUS APPLICATION RULES:**

To encourage ParentOnline Users to make electronic payments The School District offers bonuses on eligible payments as follows:

PERCENTAGE OF TRANSACTION AMOUNT TO BE CREDITED AS BONUS: 0 %

THE BONUS IS ONLY APPLICABLE ON TRANSACTION AMOUNTS GREATER THAN: \$ 0

**BANK INFORMATION**

BANKING INSTITUTION:

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BANK ACCOUNT NAME:

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BANK ROUTING NUMBER:

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BANK ACCOUNT NUMBER:

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BANK ACCOUNT TYPE: CHECKING/SAVING

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I authorize Cybersoft Technologies, Inc. to transfer funds received through ParentOnline on behalf of The School District into the bank account listed above.

NAME:

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TITLE:

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SIGNATURE:

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DATE:

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