

Terms and Conditions

This User Agreement ("Agreement") applies to your use of the Online School Payment service and any related products and services as described and offered through kcfse.org (collectively the "Service"). This Agreement applies to use of the Service. In this Agreement, "you" or "your" means any person or entity using or accessing the Service. By using the Service, you agree to the terms and conditions of this Agreement and all documents incorporated in this Agreement by reference. If you do not agree to be bound by these terms and conditions, please do not use or access our services.

USE OF SERVICE

1. Use of the Service is granted to legally authorized parents and guardians of students, account holders, and their designees ("Authorized Users to access information and make payments to the school accounts of such students using this Service, but the Services are not available to minors (under 18), persons who are suspended from our Service, or persons who present an unacceptable level of credit risk.
2. Authorized Users may use the Service to view account information and make payments as allowed by this Agreement.
3. By using the Services, Authorized Users authorize FRONTIER SCHOOLS, its designees, and the student's school to share information in connection with operation of the Service. You warrant that information provided by you does not violate the rights of any third party or any agreement or obligation you have.
4. Your use and access of the web site (including submission of information and use of the Services) shall not: (i) be false, inaccurate or misleading; (ii) be fraudulent; (iii) violate the terms of your agreement with your credit card company (including, without limitation, providing yourself a cash advance or helping others to do so), (iv) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (v) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vi) be obscene or contain child pornography; (vii) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or other personal information; or (viii) create

liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers. You agree that you will not use any device, software, or routine to bypass any security feature, or to interfere or attempt to interfere with the proper working of our website, the Services, or any activity conducted on our website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. If you use, or attempt to use the Service for purposes other than as allowed in this Agreement, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

5. FRONTIER SCHOOLS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website or any part thereof with or without notice. You agree that FRONTIER SCHOOLS will not be liable to you or any third party for any modification, suspension or discontinuance of the site.

PAYMENTS TO SCHOOLS

1. You may make payments by using a credit card accepted by us. The student's school receives the proceeds of all payments. Use of payments at your student's school is governed exclusively by your agreement or arrangement with the school, and we are not responsible for the school's handling of payments after the school receives the funds or goods or services offered by the school. You agree that you will comply with your agreement with the school.
2. Payments will be processed promptly for your student's use in accordance with the agreement between FRONTIER SCHOOLS and the school. However, a number of factors, several of which are outside of our control, will contribute to when the school receives the funds. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system, the Internet or other means of electronic communications outside of our direct control. If you have any questions regarding payments, please contact us.
3. You agree to pay for the Services in accordance with the agreement between you and your credit card company and this Agreement. You agree that we are only a provider of the Services, and we are not a bank or financial institution. We are not a trustee, escrow agent, or fiduciary, and we do not owe you any duty other than to perform the Services according to the terms and conditions of this Agreement. If we hold any of your funds,

we will not owe you any interest or income there from, which we may retain for our benefit.

FEES

Online School Payments is a service that is provided by FRONTIER SCHOOLS and its affiliates. Other than the receipt of payments made by you (less applicable fees charged by us and the credit card company), neither the school district, the school, nor any individuals employed by the school district profit from this Service.

You agree to pay FRONTIER SCHOOLS Inc. for the cost of the items purchased. All payments collected through this website are processed by FRONTIER SCHOOLS Inc. and transferred to the school as part of an existing service agreement.

REFUNDS

To request a refund the school that the payment made to should be contacted. Refunds will be issued by the school that received the payment as either a credit to the credit card used for the original contribution, or by check.

Frontier Schools Central
Office
Union Station # 402
Kansas City, MO 64108
Phone: 816 241 6200

Frontier School of
Excellence
5605 Troost Ave
Kansas City, MO 64110
Phone: 816 232 1331

Frontier School of
Innovation
6700 Corporate Dr
Kansas City, MO 64110
Phone: 816-241-6202

REQUIREMENTS

Online School Payments may be accessed via the Internet. You are solely responsible for the equipment, software (including, without limitation Microsoft Internet Explorer 5.5 or later), and communication services to access the Internet.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

1. OUR WEB SITE, ANY INFORMATION PROVIDED THEREIN, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE

THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. FRONTIER SCHOOLS MAKES NO WARRANTY AND DISCLAIMS LIABILITY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, NOR DOES FRONTIER SCHOOLS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE. FRONTIER SCHOOLS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. EXCEPT AS SPECIFIED HEREIN, WE WILL MAKE REASONABLE EFFORTS TO INSURE THAT YOUR REQUESTS FOR ELECTRONIC DEBITS AND CREDITS ARE PROCESSED IN A TIMELY MANNER. OTHER THAN FOR FOREGOING SENTENCE, NEITHER FRONTIER SCHOOLS, ITS DESIGNEES, EMPLOYEES, AGENTS, OR AFFILIATES WILL BE LIABLE FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES OR INJURY RESULTING FROM ANY FAILURE OF PERFORMANCE OF THE FACILITIES, ERROR, OMISSION, INACCURACY, INTERRUPTION, DEFECT, UNTIMELINESS OR UNAUTHENTICITY OF ANY INFORMATION, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION, INTERCEPTION OF TRAFFIC SENT OR RECEIVED, COMMUNICATION LINE FAILURE, SECURITY BREACH, EAVESDROPPING, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF INFORMATION, OR THE USE OF THE FACILITIES.

3. IN NO EVENT WILL FRONTIER SCHOOLS, ITS DESIGNEES, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY PUNITIVE DAMAGES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES. IN ALL CASES FRONTIER SCHOOLS' MAXIMUM LIABILITY SHALL NOT EXCEED THE LESSER OF YOUR ACTUAL, DIRECT DAMAGES RESULTING FROM FRONTIER SCHOOLS' BREACH OR THE AMOUNT PAID TO FRONTIER SCHOOLS RELATED TO THE BREACH.

4. THE LAWS OF SOME STATES PROHIBIT THE DISCALIMER OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF CERTAIN REMEDIES. TO THE EXTENT REQUIRED BY APPLICABLE LAW, SOME OR PART OF PARAGRAPH 6 MAY NOT APPLY TO YOU AND FRONTIER SCHOOLS' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

PRIVACY

FRONTIER SCHOOLS may collect information about you and your use of the Service. Use and disclosure of such information is governed by the Privacy Statement, as the same may change from time to time, which is posted on and can be printed from the FRONTIER SCHOOLS website. By using the Service, you agree to the terms of our Privacy Statement and the use and disclosure of your information as outlined therein, and our Privacy Statement is incorporated into this Agreement.

TERMINATION

You may discontinue your participation in and access to the Services at any time; however, this Agreement will continue to apply to all of your past use of the Services. Your termination will not affect pending or prior transactions. FRONTIER SCHOOLS may immediately terminate this Agreement without notice, including, but not limited to, if you engage in any conduct which we, in our sole discretion, consider to be unacceptable, or if you breach this Agreement. You agree that upon termination or discontinuation for any reason, we may delete all information relating to you on the FRONTIER SCHOOLS website and may bar your access to the website and use of the Services. Sections 6, 7, 8, 10 and 11(C) will survive termination of this Agreement.

TRADEMARKS

Online School Payments, the Online School Payments logo, and all related logos, products and services described in the FRONTIER SCHOOLS website are trademarks or registered trademarks of FRONTIER SCHOOLS. The FRONTIER SCHOOLS website is the property of FRONTIER SCHOOLS and may contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. The content, and the selection, coordination, arrangement and enhancement of such content, are the property of their respective owner. You may not modify, copy, record, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content in whole or in part.

INDEMNIFICATION

You agree to defend, indemnify and hold FRONTIER SCHOOLS and its affiliates, officers, employees, agents, partners, and contractors, harmless from and against all claims, expenses and damages, including reasonable attorneys' fees, arising out of or resulting, directly or indirectly,

from any act or omission by you or the student with respect to the Service, a payment or the student's school.

MISCELLANEOUS TERMS

1. **Entire Agreement.** This Agreement, other agreements and any other policies posted on the FRONTIER SCHOOLS website constitute the entire agreement between you and us with respect to your use of the Service, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
2. **Change in Terms.** FRONTIER SCHOOLS reserves the right at any time to change, add to or delete any aspect or feature of the Service and the terms and conditions of this Agreement and such change(s) will be effective after being posted on the FRONTIER SCHOOLS website. We will provide notice of any such changes by posting a notice to the website or as otherwise required by law. Any use of the Service by you after such notice shall be deemed to constitute acceptance by you of such changes.
3. **Applicable Laws.** This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. Any suit or other legal proceeding arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Fairfax County, Virginia.
4. **Waiver.** Any waiver of our rights must be in writing and signed by a duly authorized officer of FRONTIER SCHOOLS. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
5. **Assignment.** You may not transfer any rights or obligations under this Agreement without prior, written consent at our sole discretion. We reserve the right to transfer this Agreement or any right or obligation hereunder without your consent.
6. **Communications.** You agree that this Agreement constitutes “a writing signed by You” under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your use of the Service (“Communication”) may be provided to you electronically and

you agree to receive Communications from us in electronic form. Electronic Communications may be posted on the pages within our website and/or delivered to your e-mail address, whether or not actually received by you.

7. Notices. Except as provided above, notices required or allowed under this Agreement shall be given in writing and sent (a) from you to us by postal mail to: Online School Management Systems, Inc., 4511 Singer Court, Suite 203, Chantilly, Virginia 20152; and (b) from us to you by e-mail address you provided us or by a postal mail address you provided to us, at our option. Electronic notices shall be deemed received 24 hours after being sent unless a party is aware that it was not received. Postal notices shall be deemed received 3 days after mailing to the address(es) stated above, postage prepaid.