

STANDARD TERMS AND CONDITIONS For PAYK12 Payment Processing

1. General

These Standard Terms and Conditions ("Terms") govern the use of PayK12 payment processing services ("Services") provided on behalf of Raptor Technologies, LLC ("Raptor") to its customers ("Customer") by one or more third-party payment processors. By utilizing the Services, the Customer agrees to these Terms in addition to terms required by any Payment Processor.

2. Free Service Offering for Customers

Raptor does not charge Customers for the Services including subscription, setup, implementation, or transactional fees.

Additional services or products may incur separate fees and require additional agreements.

3. Customer Obligations

(a) The Customer shall use the Services solely for lawful school payment processing purposes and comply with all applicable laws. (b) The Customer is responsible for maintaining the accuracy and security of data entered into the platform. (c) Customers must fully cooperate and complete implementation and training on a timely basis with respect to all users to ensure effective use of the Services.

4. Data Security and Privacy

(a) Raptor has engaged Payment Processor(s) to implement reasonable measures to protect the security and confidentiality of Customer data processed through the Services. (b) The Customer retains ownership of all data submitted and may request data disposal as outlined in Section 6. (c) Raptor will comply with applicable laws including consumer privacy laws.

5. Payment Processing

(a) Payments are processed via Payment Processors. A small processing fee will be passed on to the end user at the time of checkout. (b) The Payment Processor collects sales proceeds on behalf of the Customer, deducts applicable fees, and deposits the remaining funds into the Customer's bank account. (c) Refunds and chargebacks are the responsibility of the Customer, with all disputes managed between the Customer and their end-users. Raptor reserves the right to work with the Payment Processor to withhold funds as needed for actual or potential chargebacks, disputes, or potential fraud.

6. Termination and Data Disposal

(a) The Customer may terminate Services by providing written notice to Raptor. (b) Upon termination, Raptor will assist with the disposal of Customer data as necessary or as directed by the Customer. (c) Raptor reserves the right to retain Customer data it has been provided as required for compliance with internal policies, legal or regulatory obligations.

7. Intellectual Property

The Customer is granted a non-exclusive, non-transferable license to use the Services for school payment processing. No ownership, nor other rights are granted to Customer by Raptor.

8. Reports

Customers will be provided with reasonable access to reports detailing payment activity, applicable processing fees, and other transaction details.

9. ProPay (Payment Processor) Sub-Merchant Terms

By agreeing to these Terms, the Customer also agrees to the terms of ProPay, Raptor's payment processor, accessible at [ProPay's Sub-Merchant Terms and Conditions](#) or any other or additional terms presented to the Customer.

10. Indemnification

The Customer agrees to defend, indemnify and hold Raptor harmless from claims, damages, or expenses resulting from misuse of the Services or breach of these Terms or Payment Processor terms.

11. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information shared during the use of the Services, except as required by law.

12. Limitations of Liability & Disclaimers

(a) Services are provided "as is" without warranties, express or implied. (b) Raptor's liability is limited to direct damages of up to \$1,000. (c) Raptor is not liable for indirect, incidental, or consequential damages, including loss of profits or data. (d) Raptor makes no representation or warranties to Customer relating to the Services, as any representations or warranties shall be provided by Payment Processors.

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13. Governing Law

These Terms are governed by the laws of the State of Texas, where Raptor is headquartered, excluding conflict of law principles.

14. Modifications

Raptor reserves the right to modify these Terms. Changes will be communicated in writing or by posting the new Terms online, and continued use of the Services constitutes acceptance of the updated Terms.

15. Entire Agreement

These Terms with ProPay's terms and conditions, accessible at [ProPay's Sub-Merchant Terms and Conditions](#) and any other or additional terms presented to the Customer relating to the Services represent the complete agreement between the parties and supersede prior agreements.