

ELV Alliance, LLC

Terms for Payment Services

The following terms and conditions impact your rights and should be read carefully.

This document was last updated July, 2021.

By using our online payment service (“Service”), you agree to be bound by the following terms and conditions. Children and minors (anyone under age 18) are strictly prohibited from utilizing the Service.

References to “you” or “your” means any person or entity using or accessing the Service and “ELV”, “us”, “we”, or “our” applies to ELV Alliance, LLC and its affiliates (collectively, “ELV”).

1. USE OF SERVICE.

(A) Use of the Service is granted to legally authorized individuals of the provider to make payments to ELV on the provider’s behalf for monthly subscription fees and/or other services rendered.

(B) Authorized Users may use the Service to make payments in accordance with the terms set forth herein.

(C) By using the Services, Authorized Users authorize ELV, its designees or agents, and the authorized user’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.

(D) Your use and access of the website located at <https://elv.earlylearningventures.org/elv/login> (“Website”) (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, 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 herein, 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.

(E) ELV 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 ELV will not be liable to you or any third party for any modification, suspension, or discontinuance of the site.

2. PAYMENTS (A) You may make payments by using a credit card accepted by us. Payments may also be made electronically utilizing an Automated Clearing House (ACH) account.

3. AUTOMATIC PAYMENTS I understand that if I select the recurring payment option on the Website that I am authorizing ELV to debit my checking/savings/credit card account as indicated on the web site for tuition and related fees and charges. The authorization is to remain in full force and effect until I contact ELV at 844-293-2820 to terminate or modify this authorization and ELV has a reasonable opportunity to act on such notice. ELV retains the right to cancel this agreement at any time.

I agree to pay a fee of \$35 fee for all payments returned.

4. FEES. Other than the receipt of payments made by you neither the provider or any individuals employed by the provider profit from this Service.

5. REFUNDS. If it's deemed that an overpayment has been made to ELV by the provider, ELV will notify the provider and issue a refund for the overpayment amount or credit the provider's account for the following month's charges.

6. REQUIREMENTS. Services may be accessed via the Internet. You are solely responsible for the equipment, software, and communication services to access the Internet.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

(A) 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. ELV 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 ELV 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. ELV 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.

(B) EXCEPT AS SPECIFIED HEREIN, ELV WILL MAKE REASONABLE EFFORTS TO ENSURE THAT YOUR REQUESTS FOR ELECTRONIC DEBITS AND CREDITS ARE PROCESSED IN A TIMELY MANNER. OTHER THAN THE FOREGOING SENTENCE, NEITHER ELV, 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.

(C) IN NO EVENT WILL ELV, 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 ELV'S MAXIMUM LIABILITY SHALL NOT EXCEED THE LESSER OF YOUR ACTUAL, DIRECT DAMAGES RESULTING FROM ELV'S BREACH OR THE AMOUNT PAID TO ELV RELATED TO THE BREACH.

(D) THE LAWS OF SOME STATES PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF CERTAIN REMEDIES. TO THE EXTENT REQUIRED BY APPLICABLE LAW, SOME OR PART OF PARAGRAPH 7 MAY NOT APPLY TO YOU AND ELV'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. PRIVACY. ELV may collect information about you and your use of the Service. Use and disclosure of such information is governed by the Privacy Statement located below and on our Website.

9. 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. ELV 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 any of the terms and conditions set forth herein. You agree that upon termination or discontinuation for any reason, we may delete all information relating to you on the Website and may bar your access to the Website and use of the Services.

10. TRADEMARKS. All related logos, products and services described in the Website are trademarks or registered trademarks of ELV, its partners, or affiliates. The Website is the property of ELV 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.

11. INDEMNIFICATION. You agree to defend, indemnify and hold ELV and its affiliates, and their respective officers, directors, managers, members, employees, agents, 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 with respect to the Service, the Website, a payment, or the provider.

12. MISCELLANEOUS TERMS.

(A) Entire Agreement. These Terms of Use - Payment, as well as the Privacy Statement and Terms of Use located on the Website, constitutes 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.

(B) Change in Terms. ELV reserves the right at any time to change, add to or delete any aspect or feature of the Service and the terms and conditions herein, and such change(s) will be effective after being posted on the 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.

(C) Applicable Laws. This Agreement is governed by the laws of the state of Colorado without regard to its conflict of laws provisions. Any suit or other legal proceeding arising out of or related to these terms and conditions shall be brought exclusively in a court of competent jurisdiction sitting in Arapahoe County, Colorado.

(D) Waiver. Any waiver of our rights must be in writing and signed by a duly authorized officer of ELV. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

(E) 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, these terms and conditions, 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.

(F) Notices. Except as provided above, notices required or allowed hereunder shall be given in writing and sent (a) from you to us by mail to: ELV Alliance, LLC located at 18 Inverness Place E., Englewood, CO 80112; and (b) from us to you by e-mail to the address you provided us, or by mail to the 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 stated above, postage prepaid.

(G) Modifications; Severability. We reserve the right to make changes to the Website, Services, these terms and conditions, as well as the Privacy Statement and Terms of Use at any time. If any terms are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.