



## Empowerment Scholarship Account (ESA) Parent Advisory Council Question and Answer

January 27, 2021 Meeting

### General Questions

---

1. What happens to the written comments submitted to the Parent Advisory Council?

Response: All written comments received at least 48 hours prior to the council meeting were shared with the council members prior to the meeting. All comments received after that time were shared following the meeting.

In addition, ADE staff will review every submitted comment and provide a summary and response to the State Board of Education as part of the Quarterly Report process. Quarter 3 will be submitted in April 2021. Quarterly Reports will be published and accessed from the ESA Quarterly Report tab on the ESA website at <https://www.azed.gov/esa>. Personally identifiable information will be excluded from the reports to the board.

2. My Bank of America card expires in May; will I get a new one to use until July?

Response: Bank of America will automatically send you a new card 30 days prior to your current card expiring. In some cases, cards do get lost in the mail, if this is the case, please contact Bank of America at 1-866-213-4074.

3. Do I have to submit an expense report if no expenses were made in the quarter?

Response: An expense report is not required if no expenses were made in the quarter. However, a parent is required to attest that no expenses were made in a particular quarter by clicking on No Expenses in ClassWallet or the ESA Portal (for bank card holders).

4. Do staff automatically send reminder emails that expense reports are due and notification they are received?

Response: Yes, the ESA Portal begins to send automatic notifications to the email on file 15 days prior to the due date (with additional reminders in between) until the expense report is submitted and received by ADE.



## Allowability

---

5. Does a complete list exist that parents can have access to that details every allowed extracurricular, ex, music, dance, horsemanship etc.?

Response: The ESA Parent Handbook provides guidance on some of the allowable extracurricular activities, but there is not a complete list of every allowed activity.

6. Is there a way to get a more organized list of already approved items?

Response: The ESA team is working with ADE IT to identify options for displaying the list on the website that allows for sorting and filtering based on category of expense type.

7. If I am a continuing account holder, can I advance pay tuition and fees for private school, summer school or tutoring services to take advantage of discounts for early payment?

Response: Yes, but should you decide not to renew your contract for the new school year, you may be required to repay the early payments.

8. Can a student with special needs enrolled in a private online school use funds to purchase a laptop?

Response: A student with a disability may be able to purchase a laptop (associated goods) with his/her ESA monies if the special education plan shows the need for such associated good.

9. Can a student receive speech services while on the ESA?

Response: A student with a disability can use ESA monies to pay for speech services.

10. Can a student receive speech services at a public school and pay with pay ESA funds?

Response: A student with a disability may use ESA monies to pay a public school for speech services. However, the public school is not obligated to provide these services even if the parent is paying for them.



11. How can I purchase assistive technology (i.e. laptop) if my student does not have a current IEP or MET? If a letter from a qualified professional is permissible in place of an evaluation, what is considered a “qualified professional”?

Response: The Department will accept a letter or independent evaluation from a qualified special education professional that shows the need for the associated good(s).

The Qualified Professional List can be found at

<https://www.azed.gov/sites/default/files/2018/02/Revised%20QP%20List%208%2027%2018.pdf?id=5a8334f03217e1105cc4b9bc>

12. Can a spouse of an ESA parent sign up to become a provider (i.e. tutoring services) if currently certified?

Response: A spouse of an ESA parent can become a provider (i.e. tutoring services), but a parent cannot pay their spouse with their child’s ESA monies to provide services.

### **ClassWallet**

---

13. How do I access my child’s account in ClassWallet?

Response: A student’s ClassWallet account can be accessed through student’s account via the ESA Portal by clicking on the blue button *Go to ClassWallet Account*.

14. What is the process for getting a refund and what is the expected timeline? Who do I contact with questions regarding a refund?

Response: Refunds are generally issued upon proof of vendor credit. If an account holder brings a refund to the attention of a ClassWallet representative, it may be credited in real-time. Refund questions can go to [help@classwallet.com](mailto:help@classwallet.com). Otherwise, ClassWallet will credit upon notification from the vendor which varies by vendor from weekly to monthly.

15. How do I pay for college tuition in ClassWallet if the institution is not registered as a vendor?

Response: A parent may pay for college tuition in ClassWallet by using the Concierge Service.

16. How would parents on class wallet pay for dual enrollment? Community colleges and universities are not vendors.

Response: A parent may pay for dual enrollment at a community college or university in ClassWallet by using the Concierge Service.



17. How many students are using ESA funds to pay tuition at community colleges or universities?

Response: 133 students are identified as reporting some sort of post-secondary expenses. This can range from textbooks/books through Amazon, a bookstore, etc. to college or university tuition. This information is self-reported.

18. How do I pay tuition at a private school that is not registered in ClassWallet?

Response: If a private school is not currently registered in ClassWallet, ESA staff is available to assist the school to get them registered and set up in ClassWallet.

If a private school prefers to not register, a parent may pay out of pocket and request a reimbursement through ClassWallet.

19. Can ADE have ClassWallet for tuition payments only and still allow debit cards for the other 20% of expenses?

Response: ADE is currently working with the State Treasurer's Office and ClassWallet to offer additional purchasing options through the ClassWallet platform. Any changes to current offerings will be communicated with all account holders as soon as possible.

20. CW has run into "purchase limits" on Amazon because the purchases are all going through a specific CW payment option, right?

Response: There is no purchase limit at Amazon for ClassWallet. ClassWallet has multiple cards linked to the Amazon account and has previously encountered holds on one or more linked card. As soon as the issue is identified, resolution is quick and held orders are processed by Amazon automatically.

21. Will vendors be included in the marketing plan for ESA?

Response: Not directly. The marketing and outreach plan for Spring 2021 targets families with students eligible for the ESA program.

22. Who is responsible for getting vendors signed up in ClassWallet?

Response: Prior to transition to the platform, ADE provided ClassWallet a list of vendors and private schools used by account holders. ClassWallet contacted the vendors and schools and registered the ones for which ESA had complete information on. ClassWallet does not have access to personal information for individual providers. Parents can share with their providers



the link below to have them register in ClassWallet. In addition, ClassWallet accepts inbound inquiries and conducts outreach with concierge vendors.

<https://app.smartsheet.com/b/form/f0dea2798798406fbe43c835cf38fbb3>

23. How can a vendor get immediate assistance with registration?

Response: The easiest and quickest way to reach ClassWallet is through our customer support lines (email: [help@classwallet.com](mailto:help@classwallet.com), phone: 877-969-5536 and chat)

24. What are the terms of service for vendors in ClassWallet?

Response: TERMS OF SERVICE for Vendors are included at the end of this document.

25. How does ClassWallet protect personal information? Are there security measures in place to make sure only the account holder can get information about an account?

Response: ClassWallet limits the collection and storage of personally identifiable information, but where it is collected, ClassWallet encrypts data in transit and at rest. ClassWallet holds themselves to industry standards and is SOC compliant, audited annually by a third-party auditor. For more info about protecting personal information see this FAQ General questions about security at <https://kleo.force.com/classwallet/s/article/Why-your-data-is-super-secure-when-you-apply>

Before speaking about an account over the phone, ClassWallet confirms the parent's name, child's name and email associated with the account.

26. How does a service provider know what student the payment is for when it comes from ClassWallet?

Response: ClassWallet sends the invoice including the transaction ID, user data and transaction amount. The provider can match the order ID to the user's transaction to identify the student the payment is for. The provider also has access to their own ClassWallet account with all the transaction data for their accounts.

27. Is there a restriction on how many times the concierge service can be used per quarter?

Response: There are no limits on concierge service per quarter or per year.



## **ClassWallet Terms of Service**

These TERMS OF SERVICE (these “Terms”), are entered into between Kleo, Inc., a Delaware corporation doing business as ClassWallet (“ClassWallet”) and you or, if you represent an entity or other organization, that entity or organization (in either case “you” or “You”). These Terms include and incorporate by reference, the general website terms of use found at <https://www.classwallet.com/terms-of-use> (“Terms of Use”). All references herein to these “Terms” shall include the terms and conditions of the Terms of Use and shall be deemed to apply to these Terms as a whole. To the extent you are not already bound by the Terms of Use, by entering into these Terms, you agree to be bound by the terms and conditions of the Terms of Use.

ClassWallet provides certain services relating to payment for services (the “Services”) through its web site located at <http://www.classwallet.com> (the “Site”). A person or entity that provides services or products (“Provider”) may register for an Account to receive payments from other users. As a Provider, all access to and use of the Services available through the Site is subject to these Terms. If You wish to access and use the Services and the Site as a Provider, You may do so only in compliance with these Terms.

Without limiting the foregoing, the Services are not available to individuals under the age of 18 or who do not meet any of the other qualifications included in these Terms.

PLEASE CAREFULLY READ THESE TERMS. BY AGREEING TO THESE TERMS OR BY ACCESSING OR USING THE SITE OR SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND THE TERMS AND CONDITIONS OF THE ACCEPTABLE USE POLICY. IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THESE TERMS, CLASSWALLET IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SITE OR SERVICES AND YOU MUST NOT ACCESS OR USE THE SITE OR SERVICES. IF YOU ACCESS OR USE THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THESE TERMS AND AGREE TO BE BOUND BY THESE TERMS.

These Terms are entered into as of the date You first access or use the Services or Site (the “Effective Date”). Each time You use the Site, You reaffirm Your acceptance of the then-current version of these Terms.

1. **DEFINITIONS.** Any terms not defined in these Terms will have their plain English meaning as commonly interpreted in the United States.
2. **ACCESS TO THE SERVICES.** To use the Services on the Site you are required to establish and maintain an account on the Site (“Account”). In connection with these Terms, You have applied to establish an Account. Approval of Your Account is at the sole discretion of ClassWallet. If you are approved to open an Account, you will also be required to create and maintain a profile for Your Account (“Profile”). In connection with establishing Your Profile, or accessing or using Your Account, You will be asked to submit certain information about yourself and, as applicable, your organization. You agree that: (a) all such information You provide will be accurate, complete,



and current; (b) You will maintain and promptly update all such information to keep it accurate, complete, and current; and (c) You will not provide any information belonging to any other person or organization with the intent to impersonate that person or organization. You authorize ClassWallet to share all such information in your Profile with our affiliates and with all other Users.

You authorize ClassWallet to verify any of the information You provide in Your Profile or otherwise through the Services, including to confirm Your identity, Your eligibility to access and use the Services. You acknowledge that we may use third parties, government authorities, and other sources of information as we may deem appropriate for any such verification. Nothing in these Terms requires us to verify Your identity or the identity of any other User, and we do not warrant or represent to You that we have verified the identity of, or other information regarding, any other User.

You will be provided with a user identification and password applicable to the Account ("Account ID"). Each Account ID is personal in nature and may be used only by You or, if You are an organization, acting solely on behalf of the organization ("User"). You are solely responsible for all use of the Services by each User and for compliance by each User with the applicable terms contained herein. You will ensure the security and confidentiality of Your Account ID and will notify ClassWallet immediately if Your Account ID is lost, stolen or otherwise compromised. You acknowledge that You are fully responsible for all costs, fees, liabilities or damages incurred through use of Your Account ID (whether lawful or unlawful) and that any transactions completed through Your Account or under Your Account ID will be deemed to have been lawfully completed by You. In no event will ClassWallet be liable for the foregoing obligations or Your failure to fulfill such obligations. You will be solely responsible, at Your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for You to connect to, access, and use the Services and the Site.

**3. APPLICABLE POLICIES.** In addition to these Terms, Your access to and use of the Site and Services is subject to ClassWallet's then-current policies relating to the Site and Services, including, without limitation, the Privacy Policy and Acceptable Use Policy available on the Site. You are responsible for compliance with these policies and all other ClassWallet policies applicable to the access and use of the Services posted to the Site or provided through Services.

**4. SERVICES.** The Services allows you to receive payment from third parties. If You use Your Account to receive payments, You acknowledge and agree that Your decision to use the Services and to receive payment is solely within Your own discretion. In connection with the Services, you may be asked to provide your consent or approval to certain information provided or actions taken by ClassWallet on Your behalf as part of the Services. ClassWallet may obtain any such consent or approval from You either in writing or through a message sent to Your Account through the Services or by email to any email address You have specified in Your Profile or in connection with your Account. You acknowledge that any consents or approvals provided through Your Account or from any such email address will be deemed to have been lawfully provided by You, without the need for further verification by ClassWallet.



5. **ADDITIONAL AGREEMENTS.** In addition to these Terms, you may be required to enter into certain additional agreements, either with us or with other Users, related to your access to and use of the Services, including any payments you receive through the Services (each, an “Additional Agreement”). You are solely responsible for having any Additional Agreement reviewed by your legal counsel, at your own expense, before entering into that Additional Agreement. Any Additional Agreement You enter into with any other User is a separate agreement in addition to these Terms. You agree to strictly comply with the terms and conditions of any Additional Agreement you enter into with any other User. ClassWallet is not and will not be a party to any Additional Agreement You enter into with any other User, and ClassWallet is not responsible, in whole or in part, for any such Additional Agreement or compliance with those agreements. You shall not include in any Additional Agreement You enter into with any other User any terms or conditions that conflict with or contravene any provision of these Terms or any Additional Agreement You enter into with ClassWallet, whether by imposing additional obligations upon ClassWallet, by reducing protections provided to ClassWallet, or otherwise. In the event of any conflict between these Terms and any Additional Agreement you enter into with any other User, these Terms shall control with respect to the subject matter hereof. Upon request from ClassWallet, You agree to provide ClassWallet with copies of any Additional Agreement between You and any other User, and any related documentation or records, as may be reasonably required by ClassWallet to verify your compliance with the terms of these Terms, any such Additional Agreement, or any applicable laws.

6. **THIRD-PARTY SERVICES.** The Services may include services provided by third-party service providers, including, without limitation, bank services (“Third Party Services”). In addition to these Terms, Your access to and use of any Third Party Services is also subject to any other agreement separate from these Terms that You may enter into (or be required to enter into) relating to those Third Party Services (each, a “Third Party Service Agreement”). The terms of any Third Party Service Agreement will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to these Terms. Except as set forth herein, the terms of any Third Party Service Agreement will control in the event of a conflict between these Terms and that Third Party Service Agreement. All other Third Party Services will be subject to these Terms.

7. **RELATIONSHIP.** ClassWallet’s relationship with You shall be solely that of the provider of the Services through the Site. ClassWallet is not responsible, in whole or in part, for any act or omission of You or any other User. Nothing in these Terms shall create any other relationship between you and ClassWallet, including master or servant, employer or employee, franchisor or franchisee, co-employer, partner, joint venturer, or any other relationship whatsoever. ClassWallet shall not be a party to any Additional Agreement between you and any other User and ClassWallet shall have no responsibility for complying or ensuring compliance with any such Additional Agreement. Without limiting the foregoing, You acknowledge and agree that ClassWallet is not responsible for any payments required to be made to you by any other User, including for any goods or services provided by You or any other User, except as may be expressly agreed to in writing by ClassWallet.





8. TAXES. It is Your responsibility to determine what, if any, taxes apply to the payments you make or receive in connection with Your use of the Service, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. ClassWallet is not responsible for determining whether taxes apply to any transaction associated with Your use of the Services, or for collecting, reporting or remitting any taxes arising from any such transaction.

9. RELEASE OF CLASSWALLET. To the fullest extent permitted by law, You hereby release ClassWallet its affiliates and subsidiaries, and each of their respective directors, officers, managers, partners, employees, contractors, and agents, and all successors and assigns thereof, from any claims or damages of any kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, relating to any dispute relating to these Terms or any Additional Agreement, the Site, or any Services. You agree and understand and intend that this assumption of risk and release is binding upon You and Your heirs, executors, agents, administrators, and assigns. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

10. SERVICE FEE. ClassWallet may charge a fee for the Services (a "Service Fee"). You acknowledge and agree that using the Services, ClassWallet may deduct the Service Fee from any amounts paid or payable to You through the Services. You also agree that if the payments You receive through the Services are not sufficient to cover the applicable Service Fee, ClassWallet may invoice You directly for the applicable Service Fee (or portion thereof) and You agree to pay such Service Fee as specified in these Terms. ClassWallet reserves the right to change any applicable Service Fees at any time. Any such change shall be effective immediately upon posting of the change to the Site. ClassWallet will deduct any applicable Service Fees from the amounts paid or payable to You through the Services. Alternatively, ClassWallet may also invoice you directly for any applicable Fees. You agree to pay all Fees when invoiced by ClassWallet. If You have specified credit card, or direct withdrawal or ACH payment from a bank account, as an applicable means of payment, You grant ClassWallet the right to charge that credit card or debit that bank account for any Fees under these Terms or otherwise incurred through any use of the Services through Your Account. Except as expressly set forth in these Terms, all Fees are non-refundable once paid, including upon any termination or suspension of these Terms or Your Account. If ClassWallet requires use of collection agencies, attorneys, or courts of law for collection on any Fees due under Your Account, You will be responsible for those expenses.

11. TERMINATION OR SUSPENSION. These Terms may be terminated by ClassWallet at any time, in ClassWallet's sole discretion: (1) upon any breach by You of these Terms; or (2) at any time, for any reason or no reason, upon notice to You. Without limiting ClassWallet's right to terminate these Terms, ClassWallet may also immediately and indefinitely suspend Your access to the Site or Services, with or without notice to You, upon any actual, threatened or suspected breach of these Terms or of applicable law or upon any other conduct deemed inappropriate or



detrimental to the Services by ClassWallet. For the avoidance of doubt, any suspension of Your access to or use of the Services permitted under these Terms, may include suspension of access to all or any part of Your Account. During any such suspension, Your right to access and use any portion of Your Account may be temporarily suspended, and You will not have access thereto while such suspension is in effect.

Upon termination or expiration of these Terms for any reason: (a) all rights and subscriptions granted to You under these Terms will terminate; (b) You will immediately cease all use of and access to the Site and Services; and (c) all Service Fees then owed by You will become immediately due and payable. The rights and obligations of the parties set forth in Sections 3 (Applicable Policies), 5 (Additional Agreements), 7 (Relationship), 8 (Taxes), 9 (Release of ClassWallet), 10 (Service Fee), 12 (Data Privacy), 14 (Disclaimer of Warranties), 15 (Limitation of Liability), 16 (Indemnification), 17 (Disputes), 19 (Governing Law), 21 (Additional Terms), and such other provisions that by their nature are intended to survive termination, shall survive the termination or expiration of these Terms.

12. DATA PRIVACY. In respect of Your use of the Site and Services and in relation to any personally identifiable and other data and information You provide to ClassWallet through the Site and Services, You expressly consent to the use and disclosure of that data and information as described in ClassWallet's then-current privacy policy displayed on the Site ("Privacy Policy").

13. WARRANTIES BY YOU. You hereby represent, warrant, and covenant for the benefit of ClassWallet that: (1) You have the legal right and authority to enter into these Terms, and, if You are accepting these Terms on behalf of a company or other entity, to bind the company or other entity to these Terms; (2) You have the legal right and authority to perform Your obligations under these Terms and to grant the rights and licenses described in these Terms and in any applicable Additional Agreement You enter into in connection with any of the Services; and (3) any data, information or content You provide to ClassWallet in connection with these Terms and Your access to the Site and use of the Services, is correct and current.

14. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 12, THE SITE AND SERVICES (AND ALL CLASSWALLET CONTENT PROVIDED THROUGH THE SITE AND SERVICES) ARE PROVIDED TO YOU STRICTLY "AS IS" AND "AS AVAILABLE" AND CLASSWALLET AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THESE TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLASSWALLET, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 14.

15. LIMITATION ON LIABILITY. IN NO EVENT WILL CLASSWALLET BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITE, SERVICES (OR ANY CLASSWALLET CONTENT PROVIDED THROUGH THE SITE OR



SERVICES), EVEN IF CLASSWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. CLASSWALLET'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE SERVICE CHARGES PAID TO CLASSWALLET HEREUNDER IN THE 1 MONTH PRECEDING ANY SUCH INITIAL OCCURRENCE OF LIABILITY (OR, IF NO SUCH SERVICE CHARGES HAVE BEEN PAID, \$10). YOU AGREE THAT THE SERVICE CHARGES REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND ACKNOWLEDGE THAT CLASSWALLET WOULD NOT ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CLASSWALLET'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. INDEMNIFICATION. You hereby agree to indemnify, defend, and hold harmless ClassWallet and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, licensees, and successors in interest (" Indemnified Parties" ) from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from or arise in any manner out of: (1) Your access to or use of the Site or Services; and (2) Your breach of these Terms. ClassWallet will provide You with notice of any such claim or allegation, and ClassWallet will have the right to participate in the defense of any such claim at its expense.

17. DISPUTES. Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to these Terms, including the formation, validity, binding effect, interpretation, performance, breach or termination, of these Terms and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to these Terms (each, a "Dispute"), in accordance with the procedures set forth in this Section 15. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the International Chamber of Commerce ("ICC") then in effect (the "Rules" ). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "Initial Period") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by ClassWallet. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.



## 18. NOTICES

### TO YOU

You agree that ClassWallet may provide notice to you by posting it on our website (including but not limited to our Acceptable Use Policy, and Privacy Policy documents), or if we have your email address or street address, by emailing it to the email address listed in your account or mailing it to the street address listed in your account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three business days after it is sent.

### TO CLASSWALLET

Notices to ClassWallet must be sent by post mail to:

ClassWallet  
6100 Hollywood Blvd  
Suite 108  
Hollywood, FL 33024

19. **GOVERNING LAW.** The interpretation of the rights and obligations of the parties under these Terms, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Florida, U.S.A. Any legal action or proceeding arising under, related to or connected with these Terms must be brought exclusively in the federal (if they have jurisdiction) or state courts located in Miami-Dade County and the Southern District of Florida and the parties irrevocably consent to the personal jurisdiction and venue there, and waive any objection to that location being an inconvenient forum.

20. **MODIFICATIONS.** ClassWallet reserves the right, in its sole discretion, to amend these Terms at any time, and from time to time, by posting amended versions through the Site. ClassWallet will give notice of any change to these Terms by making posting those changes on the Site. Use of the Services or Site after the posting of amended Terms constitutes Your acceptance of, and agreement to be bound by, the amendments and all changes contained therein. ClassWallet also reserves the right to add, remove, or change Services or Site at any time, for any reason. As a courtesy to You and other users, we will normally provide advance notice of any material changes to the Services or Site, but such advance notice is not required.

21. **ADDITIONAL TERMS.** These Terms, including the Terms of Use, which are incorporate herein by reference, form the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, with respect to Your access to and use of the Site and Services, and the subject matter hereof. There are no third-party beneficiaries under these Terms and only the parties hereto will have the right to enforce these Terms against one another. If any provision of these Terms is held to be unenforceable under applicable law, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely



approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither these Terms nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of ClassWallet. Any assignment in violation of the foregoing will be null and void. ClassWallet may assign these Terms to any party that assumes ClassWallet's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.