

# Website Terms of Use

Your use of this Web Site and online services contained therein is subject to the following Terms of Service. Please read them carefully.

## 1. ACCEPTANCE OF TERMS OF SERVICE

This online service (the "Service") is provided by Navient Solutions, LLC ("We" or "Company") to the person using the Service ("You" or "Your") under these Terms of Service (the "Terms") and any operating rules or policies that may be published from time to time by Company. Together with any other written contract, the Terms comprise the entire agreement between You and Company and supersedes all prior agreements between the parties regarding the subject matter contained herein. YOU AGREE TO READ THE TERMS CAREFULLY BEFORE USING THE SERVICE. Use of the Service signifies that You have read the Terms and accept them. If You do not agree to the Terms, do not use the Service and any such use is unauthorized.

## 2. DESCRIPTION OF SERVICE

The Service provides You with a capability to review, perform and/or complete certain functions related to education loans ("Loans").

## 3. USE OF THE SERVICE

You agree:

To comply with all applicable laws, regulations and requirements. You also agree to comply with all rules, policies and procedures of the applicable guarantors and lenders. To comply with the information transfer protocols established from time to time by Company.

That, by Your electronic transmission of the Loan information via the Service, You are making any and all certifications required by applicable laws, regulations or guarantor requirements and that such electronic certifications have the same force and effect as a manually signed certification. You agree that parties which whom You authorize to print Loan applications will have the right to print "signature on file" or other similar guarantor--mandated text on the hard copy on which such certification is required. If required by a guarantor or government agency, or at our request, You agree to provide written certification in hard copy form.

To use the Service only for purposes authorized by Company and to comply with current versions of the rules and procedures issued by Company concerning the use of the Service.

To take necessary steps to adequately document and duplicate all of Your files and data. We will not be responsible for the cost of reconstructing files or data lost or destroyed.

That despite our reasonable security measures, We cannot guarantee that electronic communications over the Internet will be 100% secure. You agree to use the data encryption tool that is built into the Service or another data encryption tool that is mutually agreed upon by You and Company.

That You will make no adjustment or modifications to the Service without prior approval of Company.

To use a web browser version that We support in conjunction with Service.

You represent and warrant that all information You furnish in connection with Your use of the Service is accurate, complete and current to the best of Your knowledge and belief and meets all requirements of all applicable laws and regulations.

You are responsible for installing any products furnished by third party suppliers that are necessary to access the Service. We will provide reasonable assistance according to our then current policies and procedures.

We will use data transmitted through the Service for purposes related to the processing and servicing of Loans. We may also use the data for other purposes, provided the proposed usage does not violate applicable laws and regulations or any confidentiality obligations. You consent to the disclosure of Your nonpublic personal information by Company to its unaffiliated third party service providers for purposes of marketing to You products and services offered by the Navient family of companies; provided, however, that such consent shall only apply to the extent it is consistent with the privacy policy issued by the owner of the Loan. Please see Navient's privacy policy, which is incorporated by reference into these Terms, for the details of Company's commitment to your privacy; provided, however, that with respect to any Loans that are owned by another party, please see the owner's policy, which is incorporated by reference into these Terms.

You acknowledge that the Service does not include equipment, software or communication line access. You will, at Your expense, be responsible for acquiring and maintaining all equipment, software and communication access necessary for You to use the Service.

#### 4. MODIFICATIONS TO SERVICE OR TERMS

Company reserves the right to modify or discontinue, temporarily or permanently, the Service for any reason, at its sole discretion, with or without notice to You.

Company likewise may change the terms and conditions of the Terms from time to time with or without notice to You. Any amendment shall be effective immediately with or without notice.

#### 5. SECURITY/CONFIDENTIALITY

You acknowledge and agree that the Service is, and shall at all times remain, the sole and exclusive property of Company, our affiliates and/or our licensors and that Company and/or our affiliates (or our licensors) are the sole and exclusive owner of all rights to the Service, including any copyrights and all related renewals and extensions. You agree that the Service is proprietary and confidential and that You will not authorize or permit its contents to be conveyed or in any manner communicated or used by any third party or to be duplicated or reproduced without our prior written approval. Your right to use the Service is personal to You. You agree to use the Service solely for Your internal business purposes and not to use the Service for commercial purposes. You agree not to sell, resell, or exploit for any commercial purposes, the Service or use of or access to the Service or any information or technology obtained from the Service. Links to and from the Service do not constitute an endorsement by Company.

You will maintain confidentiality concerning any confidential or proprietary information which You access through the Service and You will protect such information from unauthorized disclosure.

You will restrict unauthorized users from gaining access to the Service. You are responsible for maintaining the confidentiality of Your passwords and for any and all activities that occur under Your passwords or accounts. You agree to immediately notify Company of any unauthorized use of Your account or any other breach of security known to You.

You will take feasible steps to prevent transmission over the Service of any virus or other software routine designed or likely to permit unauthorized access to the Service or to disable, erase or otherwise harm any software, hardware or data accessible over the Service.

The confidentiality obligations of this section will survive the termination of Your use of the Service.

You agree to be solely responsible for Your actions and the contents of Your transmission through the Service.

#### 6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE AND ANY MATERIALS OR INFORMATION PROVIDED IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE USED IN THE SERVICE WILL BE CORRECTED.

COMPANY MAKES NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. COMPANY ASSUMES NO RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE ANY DATA OR OTHER INFORMATION PROVIDED BY YOU ON THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 7. LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR ACTUAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 8. INDEMNIFICATION

You will reimburse us for all damages (including court costs and reasonable attorney's fees) caused by the negligence or willful misconduct of You or Your agents including, but not limited to, failure to maintain borrower confidentiality, the sending of any borrower or loan information over the Internet without encryption, or breach of any representation, warranty or covenant herein.

## 9. TERMINATION

You agree that Company may terminate Your password(s), account(s) or use of the Service at Company's discretion for any reason.

## 10. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. In addition, Company may post notices or links to notices through the Service to inform You of changes to the Terms, the Service, or other matters of importance.

## 11. PROPRIETARY RIGHTS TO CONTENT

You acknowledge and agree that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in sponsor advertisements or other information presented to You through the Service ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You are only permitted to use this Content as expressly authorized by Company or the Service, and You may not copy, reproduce, distribute, or create derivative works from this Content without express authorization.

## 12. GENERAL

The Terms and the relationship between You and Company shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within New Castle County, Delaware.

The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed by You within one (1) year after such claim or cause of action arose or be forever barred.

In no event shall We be liable for damages caused by third parties not under our control or by other causes beyond our reasonable control, including, but not limited to, damages caused by third party telecommunications service providers.

The section titles in the Terms are for convenience only and have no legal or contractual effect.

**Navient Corporation and its subsidiaries, including Navient Solutions, LLC, are not sponsored by or agencies of the United States.**