

These Terms of Use were last updated and are effective as of: May 21, 2019

GradFin, Inc. – Terms of Use

Thank you for visiting www.gradfin.com (the "Website"), which is owned and operated by GradFin, LLC ("GradFin").

These terms and conditions ("Terms of Use") govern your access to and use of the Website as well as the content, functionality, goods and/or services offered through the Website. Throughout these Terms of Use, the terms "we", "us", and "our" refer to GradFin and the terms "user", "you" and "your" refer to any visitor to or user of the Website, including any Client (as defined herein).

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE YOU START USING THE WEBSITE. BY ACCESSING THE WEBSITE OR BY CLICKING OR CHECKING THE "I ACCEPT" BUTTON OR CLICKBOX IF AND WHEN THIS OPTION IS MADE AVAILABLE TO YOU, OR BY OTHERWISE PURCHASING A PRODUCT OR SERVICE FROM US VIA THE WEBSITE YOU:

- I. AGREE TO BE LEGALLY BOUND, WITHOUT LIMITATION OR QUALIFICATION, TO THESE TERMS OF USE AND THE PRIVACY POLICY LOCATED AT WWW.GRADFIN.COM/PRIVACY-POLICY.HTML; AND**
- II. REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND ARE LEGALLY ABLE TO ENTER INTO A CONTRACT WITH US.**

IF YOU DO NOT AGREE TO ALL, OR ANY, OF THE PROVISIONS IN THESE TERMS OF USE PLEASE IMMEDIATELY EXIT AND MAKE NO FURTHER USE OF THE WEBSITE AND REFRAIN FROM PLACING ANY ORDER FOR A PRODUCT OR SERVICE WITH US.

Access to and use of the Website, are subject to all applicable laws and regulations as well as these Terms of Use and GradFin's Privacy Policy ("Privacy Policy") (available at the hyperlink above), which set forth the legally binding terms related to your access and use of the Website.

About the Website

Subject to these Terms of Use, the Website may provide the following functionality (which may be changed from time to time by us): (a) users may enroll, for a fee, in the GradFin Membership for PSLF Enrollment and Recertification program (such program, the "GradFin Membership Program" and such registered users, "Clients"); (b) Clients may view, access, and submit Personally Identifiable Information and other student loan-related information to enable GradFin to provide Clients with the Membership Program Services (as defined herein); (c) users may register for demos of the Membership Program Services or other products or services offered by GradFin; (d) users may register for webinars; and (e) users may submit inquiries to GradFin related to the Website or GradFin's products or services. As used herein, "Personally Identifiable Information" means any information that identifies or can be used to identify an individual or that concerns an identifiable individual such as name, address, email, social security number, birthdate, student loan information, and other information of a personal or private nature that is the subject of applicable data security or data privacy laws.

You Must Be At Least 18 Years of Age

By using and/or enrolling and/or providing any information on the Website, you certify that you are at least eighteen (18) years of age. If you are under 18 years of age you must immediately exit and make no further use of the Website.

Changes to the Website and/or Terms of Use

From time to time, in our sole discretion and without providing notice to you, we may make changes or improvements to the items, services, content, and/or features included on or made available through the Website. Additionally, in our sole discretion, we may make changes or additions to these Terms of Use, which will become effective ten (10) days after we post notice of the revised terms and conditions on the Website, and if you are a Client, ten (10) days after we send you notice of the revised terms and conditions via email. Changes will apply prospectively only. You are responsible for reviewing the most current version of the Terms of Use before using the Website to ensure that you agree to any revisions to the Terms of Use. If at any time you do not agree to the revisions, you should immediately cease all use of and access to the Website. By continuing to use the Website after the above-referenced notice period, you accept the Terms of Use, as modified. You further agree that these methods of providing notice and acceptance of changes or amendments to these Terms of Use and the Website are reasonable.

Privacy Policy and User-Provided Data

You agree that all information, data, documents, content, and/or materials that you provide or otherwise make available to us via the Website or that you otherwise provide or make available to us electronically and upon our request or at our instruction including, without limitation, in connection with your enrollment into the GradFin Membership Program or our provision of the Membership Program Services (collectively, "User-Provided Data") is governed by these Terms of Use and our Privacy Policy, which is hereby incorporated into these Terms of Use. By using the Website, you are accepting the terms and conditions of our Privacy Policy. If you do not agree to your User-Provided Data being used in any of the ways described herein or in the Privacy Policy, you must discontinue use of the Website.

You represent and warrant that you have (and will retain at all times during the term) all rights, title, and interests necessary to provide and/or otherwise make available to GradFin (and, by extension, its contractors and service providers) any and all User-Provided Data and to grant the license grant set forth in the section below. You further represent and warrant that GradFin's (and, by extension, its contractors' and service providers') use of your User-Provided Data as contemplated by these Terms of Use and our Privacy Policy will not infringe upon, misappropriate, or otherwise violate the rights of any person or entity.

License Grants

In consideration of, and subject to, your agreement to and compliance with the terms and conditions in these Terms of Use, we hereby grant to you a limited, revocable, single-user, non-exclusive, non-transferable, non-sublicensable license, in the United States, to (1) access and make personal, non-commercial use of the Website (provided you access only those portions of the Website to which you are entitled and otherwise act lawfully); (2) in connection with such use, display for your personal, non-commercial purposes, the content, information, data, and materials appearing on the Website and made available to you; and (3) if you are a Client, reproduce, use, and display, in each case for your personal, non-commercial purposes, documents and materials made available to you in connection with the Membership Program Services including, without limitation, the GradFin student loan reports provided by us (the "Student Loan Reports"). Furthermore, your computer or mobile device may temporarily store copies of the Website or information, content, data, or materials appearing thereon or available therefrom (and made available to you) in RAM incidental to your accessing and viewing those materials; and you may store files that are automatically cached by your Web browser for display enhancement purposes.

You hereby grant to us (including our employees) and our affiliates (and our contractors and service providers) a worldwide, non-exclusive, irrevocable, royalty-free, transferable, sublicensable, right and license to reproduce, make derivative works of, distribute, display, link to, store, transmit, process, and

otherwise use User-Provided Data as needed for us to provide the Website and to offer the services described herein, on the Website, or in any other documentation that we provide to you including, but not limited to, the Student Loan Reports. Except as expressly set forth in these Terms of Use and our Privacy Policy, GradFin shall not have any other rights, implied or otherwise, to User-Provided Data including, without limitation, any right to sell or trade User-Provided Data.

GradFin Membership Program

By enrolling in the GradFin Membership Program, Client engages GradFin to assist the Client in complying with §685.219 of the Higher Education Act, titled The Public Service Loan Forgiveness Program (the "PSLFP"), including providing proof of eligibility for the PSLFP, certifying employer eligibility requirements for the PSLFP and identifying other information that is helpful for Client's compliance with the PSLFP (the "Membership Program Services"). GradFin shall use its commercially reasonable efforts to perform the Membership Program Services in a timely manner consistent with industry standards. The Client acknowledges and agrees that the Membership Program Services may (i) be performed by one or more employees, agents or contractors of GradFin; (ii) include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client; and (iii) not result in the Client qualifying for loan forgiveness under the PSLFP. Completion of the Membership Program Services is subject to, among other things, appropriate cooperation from the Client and timely responses to all inquiries and requests for information made by GradFin.

Client Responsibilities. The Client agrees to cooperate with GradFin in the performance of the Membership Program Services, including without limitation, providing GradFin with timely access to data and information (including, without limitation, User-Provided Data) of the Client. The Client is responsible for providing any information necessary to perform the Membership Program Services in the form requested by GradFin. GradFin will provide the Membership Program Services, including but not limited to preparing Student Loan Reports, based on the information that the Client submits and GradFin will not audit or otherwise independently verify any such information. The Client represents and warrants that any information provided to GradFin is true, correct, and complete and free of any irregularities. The Client authorizes GradFin to submit documentation on Client's behalf in connection with GradFin's provision of the Membership Program Services including, without limitation, to appropriate governmental authorities. The Client acknowledges and agrees that it has the final responsibility for any documentation or other deliverables prepared on its behalf in connection with the Membership Program Services, and the Client is responsible for reviewing such documentation or deliverables carefully prior to signing, or the submission of, such documentation or deliverables. TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, GRADFIN EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM ANY ERRORS PRESENT IN ANY AND ALL USER-PROVIDED DATA.

Term. Notwithstanding anything to the contrary in these Terms of Use, unless earlier terminated by you (upon written notice to GradFin in writing) or by GradFin (upon written notice to you by GradFin in the event of your material breach of any term or condition applicable to the GradFin Membership Program), the term of the GradFin Membership Program shall commence on the date that you enroll into the GradFin Membership Program and shall continue for a period of one year (the "Membership Term"). Prior to the expiration of the Membership Term or any Renewal Term, the Client may, at its election, renew its enrollment into the GradFin Membership Program for an additional successive one year period (each a "Renewal Term") by re-enrolling into the GradFin Membership Program or otherwise opting in via the method made available by GradFin to you. If you or GradFin terminates your enrollment into the GradFin Membership Program (as set forth in this paragraph) during the Membership Term or during any Renewal Term, and you have been paying for the Membership Program Services in installments, you will promptly pay GradFin all fees for the GradFin Membership Program owed by you and due through the end of the

then-current term. In the event of the termination or expiration of the GradFin Membership Program, all terms and conditions including, without limitation, your right to receive the Membership Program Services and GradFin's duty to provide same, in these Terms of Use that are applicable to the GradFin Membership Program shall terminate (other than those provisions which, by their terms or nature, should survive termination). Terms and conditions applicable to your general use of and access to the Website (other than with respect to the Membership Program Services) shall continue, subject to the "Termination" section below.

Fee. In consideration for providing the Membership Program Services, the Client shall pay GradFin an annual fee as set forth on the Website at the time of enrollment. The fee may be paid in installments if agreed upon between GradFin and Client. If the fee (or any installation) is not timely paid by the Client, GradFin may immediately cease providing any Membership Program Services and Client shall be deemed to be in material breach. Please see the Payment and Billing section below for additional terms concerning the payment of fees.

Non-Exclusivity. The Client acknowledges and agrees that GradFin is not providing services solely for the Client and may provide services (including services similar or identical to the Membership Program Services) for or on behalf of third parties or pursue opportunities to provide services (including services similar or identical to the Membership Program Services) for third parties.

Relationship of Parties. The relationship hereby established between the Client and GradFin is solely that of an independent contractor and these Terms of Use shall not create an agency, partnership, joint venture or employer/employee relationship and nothing hereunder shall be deemed to authorize either party to act for, represent or bind the other or any of its affiliates except as expressly provided in these Terms of Use.

Products or Services Offered

Products or services, including but not limited to the Membership Program Services, may be offered on or through the Website. By purchasing products or services from the Website, you certify that you are at least eighteen (18) years of age. You shall pay all fees charged to you in accordance with the fees, charges, and billing terms as detailed on the Website and/or as set forth in these Terms of Use.

Failure to pay the required fees, for any reason, may result in legal action against you and/or the termination of any services (including the Membership Program Services). In addition to such other remedies as it may have, GradFin shall be relieved of its obligation to provide you with access to any Account on the Website and/or with the Membership Program Services, and the full amount due shall immediately become due and payable by you. You must also reimburse GradFin for all expenses incurred in connection with the collection of amounts payable, including court costs and attorneys' fees. No refunds will be issued.

The products and services displayed on the Website are continuously being updated and changed and it is possible that some of the products or services that are displayed on the Website may not be available at any particular time. GradFin is not responsible to you, or to any other party, if a service or item displayed on the Website is not available for purchase at any particular time.

Payment and Billing

In consideration for products or services purchased from the Website, you shall pay to GradFin all fees in the currency and payment period specified on the Website during the check-out process. You agree to provide GradFin with complete and accurate billing and contact information.

When you make a payment through the Website, your payment will be processed by PayPal, Inc. ("PayPal") or Square, Inc. and/or Square Capital, LLC (collectively, "Square"), and your use of the

PayPal or Square payment portals are governed by the applicable PayPal terms located at www.paypal.com/us/webapps/mpp/ua/legalhub-full or the Square General Terms of Service located at squareup.com/us/en/legal/general/ua. Further, you understand and agree that information collected by PayPal or Square in connection with processing your payment will be used pursuant to the terms of the PayPal or Square privacy policies located at www.paypal.com/us/webapps/mpp/ua/privacy-full and squareup.com/us/en/legal/general/privacy respectively.

Account Security

Some portions of the Website may be restricted and require users to create an account ("Account") and obtain a user name and password to gain access. If you create an Account on the Website, you must treat your user name, password and any other information related to your Account ("Account Information") as confidential, and you must not disclose it to any other person or entity. You acknowledge that your Account is personal to you and, except as provided herein, you agree not to provide any other person with access to your Account, your Account Information, or to any other security information. We will not be responsible if you do not properly secure your password or if you choose to share your password with anyone else.

You are responsible for all activity performed and transactions entered into on or through your Account, and you agree that we may treat any activity performed or transaction entered into on or through your Account as authorized by you.

You agree to notify us immediately of any unauthorized access to your Account, use of your user Account Information, or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when logging into and using your Account, and when submitting Personally Identifiable Information through the Website so that others are not able to view or record your Account Information, or other information on your Account.

We have the right to disable any Account, user name, password or other identifier, whether chosen by you or provided by us, at any time, without notice, in our sole discretion for any or no reason, including but not limited to, if in our opinion, you have violated any provision of these Terms of Use.

Your Responsibility

By using the Website and/or enrolling in the Membership Program Services, you represent, warrant, and covenant to GradFin that: (i) you are over the age of eighteen (18) and have the power and authority to enter into and perform your obligations under these Terms of Use; (ii) you shall comply with all terms and conditions set forth herein and all applicable laws, rules, and regulations governing your use and access of the Website; (iii) all of your User-Submitted Data is true, accurate, and complete, and you acknowledge that you are responsible for updating and correcting such User-Submitted Data as appropriate; (iv) you shall not use the Website: (a) to violate any local, state, national or international law; or (b) to interfere with or disrupt the servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; (v) except as expressly permitted by these Terms of Use or as permitted per applicable law, you will not display, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website or any content, information, data, or materials appearing thereon or available therefrom or otherwise provided by GradFin including, without limitation, the Student Loan Reports; (vi) you shall not circumvent any security measures on the Website, including accessing any portions of the Website from which you are restricted or forbidden to access; (vii) you have all necessary rights, permissions, authorizations, and consents required to provide to us User-Provided Data; and (viii) without our prior written consent, you will not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) use any high volume, automated, or

electronic means (including without limitation robots, spiders, scripts or other automatic device) to monitor or copy our web pages or the content contained thereon; (c) link or deep-link to the Website for any purpose except as described in these Terms of Use; or (d) frame the Website, place pop-up windows over its pages, or otherwise affect the display of the Website.

Furthermore, you are responsible for making all arrangements necessary for you to have access to the Website, including for ensuring that your computers, mobile devices, modems, software, hardware, internet and telephone services and other products and services necessary to connect to and use and access the Website are compatible therewith. We are in no way responsible for a user's inability to access or otherwise use the Website. Finally, to the fullest extent permitted per applicable law, you are solely responsible for all User-Provided Data (including, without limitation, any and all content, information, data or materials that you submit, upload, or transmit through the Website). You shall not upload any User-Provided Data that is patently offensive, harassing, unlawful, that is false or misleading, or that is otherwise objected to by us.


Your access to and use of the Website is conditioned on your compliance with the above-referenced covenants.

Intellectual Property

Unless otherwise indicated, the Website and its design, text, content, information, data, materials, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, and digital conversion, and other content related to the Website, is protected under applicable copyright, trademark and other proprietary laws, including but not limited to those of the United States, and all rights therein are the property of GradFin or the material is included with the permission of the rights owner.

You acknowledge and agree that, as between you and GradFin, GradFin owns all right, title and interest in and to the Website, to all of the information, content, data, and materials on the Website and provided through the Website or otherwise by GradFin to you, and all underlying software and technology, including without limitation all Intellectual Property Rights in or to the foregoing (excluding, however, any rights in and to your User-Provided Data). GradFin reserves and shall retain its entire right, title, and interest in and to the Website and all of the foregoing materials, including all copyrights, trademarks, and other Intellectual Property Rights therein or relating thereto, except as expressly granted to you in these Terms of Use. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

TRADEMARKS. Certain of the names, logos, and other materials displayed on the Website, including

but not limited to the GRADFIN mark and the  logo, constitute trademarks, tradenames, service marks, logos, or other source identifiers owned by GradFin or other entities ("Marks"). You are not authorized to use any of the Marks for any reason, except as permitted per applicable law. Ownership of all Marks and the goodwill associated therewith remains with GradFin or those other entities.

COPYRIGHTS; RESTRICTIONS ON USE. Except as permitted in the Terms of Use or as allowed per applicable law, the Website (or any portions thereof) and the content, information, data, and/or materials made available to you therefrom or otherwise by GradFin (including the Student Loan Reports), may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, performed, displayed, reverse engineered, disassembled, decoded, or redistributed in any way without our prior written permission and/or the prior written permission of our applicable licensors.

Linking to the Website and Links from the Website

You may link to the homepage of the Website located at www.gradfin.com provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Subject to the foregoing, you must not: cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; link to any part of the Website other than the homepage; and/or otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

The Website may include links to other sites and resources provided by third parties. We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of such sites. If you decide to access any third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use of such websites.

Mobile Services

The Website may be available via mobile devices. When accessing the Website through a mobile device, you agree to be responsible for all of your wireless service carrier's standard charges, data rates and other applicable fees. You agree that your use of the Website will comply with the usage rules established by your service provider and agree to be solely and fully liable to the extent your use of the Website does not comply with such usage rules.

Disposal of Personally Identifiable Information

To the extent that you have stored, submitted, transmitted, disclosed, or shared Personally Identifiable Information with us, you may provide written notice to CustomerCare@GradFin.com upon termination, cancellation, or expiration of these Terms of Use, or other conclusion of your use of the Website and any services offered by GradFin. GradFin will, if feasible, and as required per applicable law, in its discretion return to you or destroy all Personally Identifiable Information that GradFin received, in whatever form or medium (including in any electronic form), including all copies and any data or compilations derived from and allowing identification of you, as applicable

Limitation of Liability and Disclaimer of Warranties

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND SUCH INFORMATION IS AT YOUR SOLE RISK.

GRADFIN, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE MEMBERSHIP PROGRAM SERVICES, THE STUDENT LOAN REPORTS, THE WEBSITE AND/OR ANY OTHER PRODUCTS OR SERVICES OFFERED THEREON, AND/OR ANY CONTENT, INFORMATION, DATA, AND/OR MATERIALS AVAILABLE THEREFROM (INCLUDING, WITHOUT LIMITATION, OUR CONTENT AND ANY USER-PROVIDED DATA), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.

TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, GRADFIN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE (i) ACCURACY, COMPLETENESS, CORRECTNESS OR TIMELINESS OF THE WEBSITE OR OF THE INFORMATION, DATA, CONTENT, AND/OR MATERIALS PROVIDED ON OR AVAILABLE THROUGH THE WEBSITE OR PROVIDED IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES (INCLUDING THE STUDENT LOAN REPORTS), (ii) THE QUALITY AND SECURITY OF THE WEBSITE, OR (iii) THE INABILITY TO ACCESS THE WEBSITE (OR ANY CONTENT OR USER-PROVIDED DATA THEREON), INCLUDING WHETHER THE WEBSITE WILL BE FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE ARE NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE WEBSITE OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES. WHEN USING THE WEBSITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT IS BEYOND THE CONTROL AND JURISDICTION OF GRADFIN. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, GRADFIN ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, LOSS, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE WEBSITE, AND YOU (AND NOT GRADFIN) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION. WE DO NOT ASSUME ANY LIABILITY RELATED TO YOUR USE OF ANY THIRD PARTY WEBSITE LINKED TO THROUGH THE WEBSITE OR OTHERWISE.

YOU ACKNOWLEDGE THAT WE HAVE NO SPECIAL RELATIONSHIP OR FIDUCIARY DUTY TO YOU. YOU ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER AND NO DUTY TO TAKE ACTION REGARDING WHAT EFFECTS THE CONTENT ON THE WEBSITE MAY HAVE ON YOU OR HOW YOU MAY INTERPRET OR USE THE INFORMATION ON THE WEBSITE OR OTHERWISE PROVIDED TO YOU (INCLUDING, WITHOUT LIMITATION, IN THE STUDENT LOAN REPORTS), OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF BEING EXPOSED TO SUCH INFORMATION OR AS A RESULT OF BEING EXPOSED TO GRADFIN'S SERVICES, INCLUDING THE MEMBERSHIP PROGRAM SERVICES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR GRADFIN'S SERVICES, INCLUDING BUT NOT LIMITED TO THE MEMBERSHIP PROGRAM SERVICES, WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. GRADFIN SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY DECISIONS MADE OR ACTIONS TAKEN WITH RESPECT TO YOUR COMPLIANCE WITH THE PSLFP, INCLUDING WITHOUT LIMITATION, ANY REJECTION OF YOUR ELIGIBILITY FOR THE PSLFP. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE OR GRADFIN'S SERVICES, INCLUDING BUT NOT LIMITED TO THE MEMBERSHIP PROGRAM SERVICES, (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING.

TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY CONTENT, INFORMATION, DATA, OR MATERIALS MADE AVAILABLE TO YOU ON OR THROUGH THE WEBSITE OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES. ANY RELIANCE YOU PLACE ON INFORMATION PROVIDED OR SERVICES RENDERED ON OR THROUGH THE WEBSITE OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION AND/OR ON OUR SERVICES, INCLUDING THE MEMBERSHIP PROGRAM SERVICES, BY YOU

OR ANY OTHER VISITOR OF THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ITS CONTENTS.

These Terms of Use give you specific legal rights and you may also have other rights which vary from country to country or jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in herein may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out herein shall apply to the fullest extent permitted by the laws of such applicable jurisdictions.

Limitation of Damages and Remedies

TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, EXCEPT AS SET FORTH IN THIS SECTION, YOU AGREE THAT GRADFIN, ITS AFFILIATES AND/OR THEIR LICENSORS, SERVICE PROVIDERS, CONTRACTORS, EMPLOYEES, AGENTS, OFFICERS, AND/OR DIRECTORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES SUFFERED AS A RESULT OF ACCESSING, USING, PRINTING, COPYING OR DOWNLOADING ANYTHING FROM THE WEBSITE. YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, EXCEPT AS SET FORTH EXPRESSLY HEREIN, GRADFIN SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE MEMBERSHIP PROGRAM SERVICES, THE STUDENT LOAN REPORTS, THE WEBSITE, OR CONTENT OR INFORMATION ON THE WEBSITE OR OTHERWISE PROVIDED TO YOU FROM GRADFIN, OR ANY OF THE PRODUCTS OR OTHER SERVICES OFFERED OR SOLD ON OR THROUGH THE WEBSITE. IN NO EVENT WILL GRADFIN BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, THE PROVISION OF ANY SERVICES INCLUDING, WITHOUT LIMITATION, THE MEMBERSHIP PROGRAM SERVICES, OR ANY CONTENT, DATA, INFORMATION, OR MATERIALS AVAILABLE FROM THE WEBSITE OR OTHERWISE PROVIDED BY GRADFIN, EVEN IF GRADFIN, ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, GRADFIN'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE MEMBERSHIP PROGRAM SERVICES, THE STUDENT LOAN REPORTS, THE WEBSITE OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DISSATISFACTION WITH ANY PRODUCTS/SERVICES SOLD THROUGH THE WEBSITE, SHALL BE LIMITED TO THE LESSER OF (A) THE FEES PAID BY YOU TO GRADFIN AND (B) FIVE HUNDRED DOLLARS (\$500.00), EXCEPT TO THE EXTENT FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF GRADFIN. GRADFIN WILL BE FURTHER ENTITLED TO THE FULL BENEFIT OF ANY LIMITATION OF LIABILITY OF A THIRD-PARTY WHO IS JOINTLY LIABLE TO YOU. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST GRADFIN.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, OR LIMITATIONS UPON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

ANY CLAIMS MADE BY YOU IN CONNECTION WITH THE MEMBERSHIP PROGRAM SERVICES, YOUR USE OF THE WEBSITE (OR THE CONTENT ON THE WEBSITE OR

OTHERWISE MADE AVAILABLE TO YOU FROM GRADFIN) MUST BE BROUGHT BY YOU WITHIN ONE (1) YEAR OF THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH ACTION OCCURRED, WITHOUT CONSIDERATION AS TO THE TIME OF DISCOVERY OF SUCH CLAIM. ALL REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THE TERMS OF USE. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE) OR OTHERWISE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL BARGAINED-FOR TERM OF THIS ARRANGEMENT AND THAT THIS PROVISION HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS ARRANGEMENT AND IN THE DECISIONS BY EACH PARTY TO ENTER INTO THIS ARRANGEMENT.

Termination

If we believe that you have violated or have acted inconsistently with the letter or spirit of these Terms of Use, you agree that we, in our sole discretion and without notice, may: (a) terminate or establish limits concerning your use of, and/or access to the Website or any portion thereof and (b) may, at our election, terminate your Membership Program Services. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE OR TERMINATION OF YOUR MEMBERSHIP PROGRAM SERVICES. Upon termination of these Terms of Use by GradFin, you must immediately cease using the Website and all licenses granted to you hereunder related to your use of the Website and the materials offered thereon shall be immediately revoked. You may also terminate your obligations under these Terms of Use (except for your obligations related to the Membership Program Services) at any time by ceasing your use of the Website. If you cease use of the Website and you are a Client, your obligations with respect to the Membership Program Services shall continue, subject to the "Term" section above. GradFin may also suspend or discontinue the Website without notice.

Equitable Relief

You agree that any breach of these Terms of Use would cause GradFin irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which GradFin may be entitled, you agree that GradFin may seek injunctive relief to prevent the actual, threatened or continued breach of these Terms of Use.

Indemnity

You agree to indemnify, defend and hold harmless GradFin, its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, service providers, contractors, consultants, and agents (the "Indemnified Parties"), from and against any and all claims, liabilities, damages, losses, judgments, settlements, costs, expenses, fees (including reasonable attorneys' fees and court costs) ("Losses") that such parties may incur, resulting from, or alleged to result from or relating to: (i) the Membership Program Services, unless such Losses directly result from the willful misconduct or fraudulent behavior of GradFin; (ii) your use of the Website or any information obtained from your use of the Website; (iii) your breach of these Terms of Use or the Privacy Policy; (iv) your violation of any applicable law, regulation, rule or order pertaining to your use of the Website; and/or (iv) your User-Provided Data including, without limitation, your failure to secure any required consents, as applicable. Notwithstanding the foregoing, you hereby release the Indemnified Parties from any Losses arising out of, connected with or relating to any information (including representations by you) provided by you, your affiliates, employees, contractors, representatives or agents that is not complete, accurate or current.

No Extraterritoriality

GradFin is based in the United States of America and makes no claims that the Website is appropriate for, or may be accessed, downloaded or used by, persons residing outside of the United States of America. GradFin makes no representation that the Website is appropriate or may legally be used in the nation, state, province or other jurisdiction in which you reside, do business, or are incorporated or organized, and access to the Website is prohibited in jurisdictions where the Website, or its content, is illegal.

Those who choose to access the Website do so on their own initiative and are responsible for compliance with applicable laws. Privacy laws in the locations where we handle your personal information may not be as protective as the privacy laws in your home country. Access to the Website may not be legal by certain persons in certain countries. If you access the Website from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Jurisdiction and Choice of Law

You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with GradFin, including without limitation any claim involving GradFin or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents, and/or the Website (or your use thereof) and/or the Membership Program Services: (i) you will submit to the jurisdiction of the courts of Pennsylvania, including, without limitation, a court having competent jurisdiction in Philadelphia County, Pennsylvania; (ii) you irrevocably waive any objection that you may have at any time to the laying of venue of any such suit, action or proceeding in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over you; and (iii) such suit, action, or proceeding shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania in all matters, including, without limitation, the validity, construction, interpretation and performance of these Terms of Use, in each case without regard to provisions regarding conflicts of law.

Entire Understanding

These Terms of Use, together with the Privacy Policy, constitute the entire agreement between GradFin and you with respect to the subject matter of these Terms of Use, and supersede all previous and contemporaneous agreements, proposals and communications between us, written or oral.

Assignment

We may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign, transfer, or convey, by operation of law, merger, change in control, or otherwise, in whole or in part, your rights or duties under these Terms of Use without our prior written permission, which may be granted or withheld in our sole discretion. Any attempt by you to assign, transfer, or convey your rights or duties under these Terms of Use without the permission of GradFin shall be void ab initio.

Headings

The headings of the various sections of these Terms of Use have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of these Terms of Use.

Severability and Non-Waiver

Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right herein on any occasion must be in writing and will not constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms of Use is determined to be invalid or unenforceable such invalidity or unenforceability will not affect the validity or enforceability of the remaining portions of these Terms of Use, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

Survivability and Reservation of Rights

The following provisions of the Terms of Use survive the expiration or termination of the Terms of Use (and/or the terms governing the Membership Program Services) for any reason whatsoever: Intellectual Property, Limitation of Liability and Disclaimer of Warranties, Limitation of Damages and Remedies, Termination, Indemnity, Jurisdiction and Choice of Law. GradFin reserves all rights not expressly granted to you herein.

GradFin's Contact Information

If you have any questions regarding these Terms of Use or any other matter, you can contact GradFin at:

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