

Website Terms and Conditions of Use **Effective Date: September 1, 2023**

These Website Terms and Conditions of Use (the “Terms”) govern the use of the website located at mohela.studentaid.gov (the “website”), which is maintained by Higher Education Loan Authority of the State of Missouri (“MOHELA”) and MOHELA’s service provider, Fiserv, Inc. (“Fiserv”), and each account issued for the website (each a “User Account”).

Please read these Terms carefully. By entering or using of this website, you confirm that you have read and understand these Terms and agree to be bound by them. MOHELA requires all visitors to our website to agree and adhere to these Terms, without modification or limitation. If you do not agree to these Terms, you are not authorized to access or use this website.

MOHELA reserves the right to change the Terms, at its sole discretion, at any time and without prior notice. If MOHELA does so, MOHELA will also update the effective date at the top of this page. Your continued use of the website after any such change to the Terms will be considered acceptance of any such modification.

Any and all rights not expressly granted in these Terms are reserved by MOHELA.

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THE TERMS OR ON THE WEBSITE TO THE CONTRARY, THE WEBSITE IS PROVIDED WITHOUT ANY WARRANTIES AND WITH LIMITATIONS ON MOHELA’S LIABILITY.

1. **Governing law.** The Terms shall be governed by the laws of the State of Missouri, without reference to its conflict of law provisions, except to the extent that federal law may govern. If any provision is determined to be unenforceable, said unenforceability will not affect any other provision of the Terms.
2. **Modifications to the website.** MOHELA reserves the right to modify, change or discontinue the website at any time and for any reason without further notice to you.
3. **Intellectual Property.** MOHELA is the owner or licensee of all information and content on this website, including the website’s overall appearance, except as otherwise noted. The information and content of this website belong to MOHELA, and to others, and is protected by U.S. and international copyright laws. All other product names contained in this website may be trademarks or service marks of their respective owners.
4. **License to you.** Conditioned on, and subject to, your strict compliance with these Terms, MOHELA authorizes you to use this website for only personal, non-commercial purposes to (i) obtain information about MOHELA and its products and services, and use certain services made available via the website, (ii) manage your loans and User Account(s), and (iii) for other purposes expressly permitted by MOHELA in writing on the website, in each case to the extent the website and any features of or content on the website are made available to you. You may view and/or print pages from the website for your own personal use subject to restrictions in these Terms. Except as expressly stated in these Terms, no rights or licenses to any copyright, trademark, patent or other intellectual property right of MOHELA or any third party nor any right to any portion of the information or content of this website shall be granted or implied. You are granted a non-exclusive, non-assignable, non-sublicensable and non-transferable license to use this website (and the features and content of such website) only under the terms and conditions stated herein.

5. **License to MOHELA.** By using this website you automatically grant MOHELA the royalty free, perpetual, irrevocable, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, distribute, translate, create derivative works from, perform and display such content (in whole or in part) on the website or to incorporate it in other works in any form, without restriction or compensation.
6. **Requirements and Restrictions.**
 - 6.1. The use or misuse of the content, images or information contained in this website, except as expressly authorized in these Terms or otherwise in writing, is strictly prohibited.
 - 6.2. You agree that you will not (i) use any device, software or any other mechanism or procedure to monitor the website content, (ii) republish, publicly display, distribute, modify, or copy website content, or make any derivative works of any website content, (iii) create frames around the website's pages or use other techniques that alter in any way the visual presentation or appearance of the website or its content, (iv) use the website for any purpose that is prohibited by these Terms or is otherwise unlawful, (v) use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the website except for customary search engines used in accordance with automated instructions directed to search engines and available on the website, or (vi) interfere or attempt to interfere in any way with the proper working of this website or any other user's experience on the website.
 - 6.3. You agree to comply with all applicable local, state, federal and international laws and regulations when using this website.
 - 6.4. You acknowledge and agree that you are solely responsible for your actions, the content of your transmissions while using this website.
 - 6.5. If you provide any content or information to MOHELA, you agree to provide only true, accurate, current and complete information that you are authorized to provide to MOHELA. You agree to truthfully and accurately represent yourself when communicating with MOHELA using this website and agree not to impersonate another or otherwise falsely state your identity or association with a particular person or entity.
 - 6.6. You agree to not transmit any messages, images or materials which are corruptive, contain viruses, constitute "spam" or are unlawful, harmful, threatening, abusive, tortuous, libelous, harassing or otherwise objectionable.
7. **Accounts.**
 - 7.1. Portions of the website available to different visitors may vary. For example, MOHELA may provide a user with a User Account that may provide access to information and features unavailable to other website visitors. You agree not to use or access, or attempt to use or access, any portion of the website for which you are not intentionally given access to by MOHELA.
 - 7.2. You acknowledge that, if MOHELA issues a User Account to you, your User Account is personal to you, and you agree (i) not to provide any other person with access to the website or your User Account, unless MOHELA provides written authorization for you to do so, (ii) to notify MOHELA immediately of any unauthorized access to or use of your User Account or any other breach of security, and (iii) to ensure that you exit from your User Account at the end of each session.
 - 7.3. You should (i) use caution when accessing your User Account from a public or shared computer so that others are not able to view or record your password or other personal

information, and (ii) protect your username and password by, among other things, keeping them confidential.

7.4. If, notwithstanding the obligations in these Terms, you allow another party to use your User Account, you will be responsible for all use by that party using your User Account.

7.5. MOHELA has the right to disable any user name or password at any time in its sole discretion, for any or no reason, including if, in MOHELA's opinion, you have violated any provision of these Terms.

7.6. You agree that MOHELA may terminate or suspend your password, User Account or your access to and use of this website or any portion thereof (including, without limitation, your User Account), at any time and in MOHELA's sole discretion without further notice to you. You agree that (i) if your authorization to enter the website and/or your User Account is terminated, you will not thereafter enter, or attempt to enter, as applicable, the website and/or your User Account, directly or indirectly, and (ii) if your authorization to enter the website or User Account is suspended, you will not thereafter enter, or attempt to enter, as applicable, the website and/or your User Account, directly or indirectly, until your suspension is removed and MOHELA gives you express notice thereof.

8. Linking.

8.1. Subject to the further provisions of this Section 8, MOHELA welcomes links to the website from other websites. If MOHELA demands that you not link to the website, or any portion of the website, you agree that you will not, directly or indirectly, link to the website or such portion of the website as directed in MOHELA's demand, at any time after such demand is made.

8.2. MOHELA may provide hyperlinks to other websites and Internet resources operated by parties other than MOHELA. MOHELA has no control over such websites and resources or their privacy policies (which may be different than MOHELA's Privacy Policy). Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such websites does not imply any sponsorship, affiliation or endorsement of the content on such websites or with their operators.

9. Jurisdiction. MOHELA controls and oversees the website from the United States of America. The website content may not be appropriate or available for use outside of the United States. If you use the website from locations outside of the United States, you are responsible for compliance with any applicable local laws.

Notices. You also agree to provide all notices to MOHELA in writing via email or through the U.S. Postal Service.

10. Security/Confidentiality. MOHELA cannot guarantee the confidentiality of transmissions over the Internet. MOHELA is not responsible for technical failures of any kind.

11. Disclaimer of Warranties.

11.1. The website and all services, information and other content on the website are provided AS IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL SERVICES, INFORMATION AND OTHER CONTENT ON THE WEBSITE ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, TO THE USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS

OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; 8) TITLE AND 9) AVAILABILITY. USER AGREES THAT ANY EFFORTS BY MOHELA TO MODIFY ITS PRODUCTS OR SERVICES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.2. WITHOUT LIMITING THE FOREGOING, MOHELA MAKES NO WARRANTY OR GUARANTY THAT THE WEBSITE OR THE CONTENT OF THIS WEBSITE IS ERROR FREE OR WILL OPERATE UNINTERRUPTED AND FREE OF VIRUSES OR OTHER ITEMS OF A DESTRUCTIVE NATURE, WILL BE ACCURATE OR RELIABLE. **THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

11.3. Exception: In certain states, the law may not allow MOHELA to disclaim or exclude certain warranties, so certain of the above disclaimers may not apply to you.

12. Limitation of Liability & Limitations on Actions.

12.1. USER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, MOHELA **AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, LICENSORS, SUPPLIERS, AGENTS, OFFICERS, MEMBERS, OR DIRECTORS AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS** SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY CONTENT ON THE WEBSITE, EVEN IF MOHELA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

12.2. Some jurisdictions do not permit the exclusion or limitation of liability for certain types of damages, and, as such, some portion of the above limitation may not apply to you. In such jurisdictions, MOHELA's liability is limited to the greatest extent permitted by law.

12.3. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE IS TO STOP USING THIS WEBSITE AND/OR THOSE SERVICES CONTAINED ON THIS WEBSITE.

12.4. The total liability of MOHELA to you for all claims arising from the use of this website is limited to one hundred dollars (\$100).

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

13. Entire agreement. These Terms supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this agreement contains all of the covenants and agreements between the parties with respect thereto.

14. Indemnification. You agree to defend, indemnify, and hold harmless MOHELA, its officers, directors, employees and agents, from and against any claims, costs, actions or demands, known or unknown, in tort or in contract, including without limitation all reasonable attorney and accounting fees, resulting from your use of this website, or your breach of these Terms.

15. Contact Information. If you have any questions regarding any of these Terms, please contact:

MOHELA
Attn: Legal Department
633 Spirit Drive
Chesterfield, MO 63005