

Website Terms of Use

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GradBridge Terms of Use

GradBridge, Inc. and its affiliates (collectively, “GradBridge,” “we,” “our,” or “us”) provide access to and use of gradbridge.com, a website owned and operated by GradBridge, as well as any and all other websites and subdomains owned or controlled by GradBridge (the “Website”) together with the content, software, online, and/or mobile services, products and functionality offered on or through the Website (collectively, the “Service”).

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING, SIGNING INTO, ACCESSING, BROWSING, OR OTHERWISE USING THE SERVICE, WHETHER AS A GUEST OR REGISTERED USER, OR OTHERWISE ACCEPTING THESE TERMS, YOU ARE SIGNIFYING THAT YOU AGREE TO AND ACCEPT THEM, ALL GUIDELINES (AS DEFINED BELOW) AND ANY AND ALL FUTURE MODIFICATIONS TO THESE TERMS, AS WELL AS TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE ONLINE CONSUMER INFORMATION [**PRIVACY POLICY AND PRIVACY NOTICE**](#). IF YOU DO NOT AGREE TO OR ACCEPT THESE TERMS, YOU MAY NOT USE THE SERVICE.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION PROVISION AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND GRADBRIDGE OR OTHER PARTIES DESCRIBED HEREIN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

The Terms, any and all Guidelines (as defined below), any and all amendments, and any and all additional written agreements between you and GradBridge concerning the Service, form a binding legal contract between you, an individual customer, member, visitor or user (“you”, “your” or collectively with other users, “Users”) and GradBridge. These Terms are subject to change at any time, without notice, as described below.

1.ELIGIBILITY; USE OF THE SERVICE

1.1 Eligibility. Access or use of the Service or creation of a User account by anyone under the legal age of majority in the relevant jurisdiction in which such User resides or on behalf of another person other than a User’s child under the age of eighteen (18) is strictly prohibited. However, a parent or legal guardian may use the Service or establish a User account on behalf of his or her child under the age of eighteen (18). If

you are such a parent or guardian or if you are establishing a User account or using the Service on behalf of a child under the age of eighteen (18), you agree to assume full responsibility for all claims, damages or indemnifications that we might properly assert against such child, if not for his or her age. The Service is available only to individuals who are permitted to use it under applicable local, state, national and international laws, rules and regulations ("Laws"). The Service is not available to any Users previously removed from the Service (or whose User accounts have been terminated) by GradBridge. You represent and warrant that you possess the legal right and ability to enter into these Terms and to use the Service in accordance with these Terms.

1.2 License. Subject to the terms and conditions of these Terms, We grant you a non-exclusive, limited, personal, non-transferable, freely revocable license to use the Service in accordance with these Terms solely for your personal, non-commercial use, and only as permitted by the features of the Service. GradBridge reserves all rights not expressly granted herein in the Service. GradBridge may terminate this license at any time for any reason or no reason.

1.3 Guidelines. When using the Service, you will be subject to any and all additional operating rules, policies or guidelines applicable to specific services and features that may be published by us from time to time, including, without limitation, all information transfer protocols ("Guidelines").

1.4 Use of the Service. You agree:

(a) To use the Service only for purposes expressly authorized by GradBridge and to follow the Guidelines.

(b) To be solely responsible for your actions and the contents of your transmissions through the Service. In addition, you agree that, by your electronic transmission of information via the Service, you are making any and all certifications required by applicable Laws and that such electronic certifications have the same force and effect as a manually signed certification. You agree that parties whom you authorize to print applications, forms, or other documents have the right to print "signature on file" on the hard copy of such materials on which such certification is required. If required by a government agency, or at our request, you agree to provide written certification in hard copy form.

(c) To install any products furnished by third-party providers or suppliers that are necessary to access the Service. You acknowledge that the Service does not include equipment, software, or communication line access. You will acquire and maintain all equipment, software, and communication access necessary for you to use the Service.

(d) To use a web browser version that we support in conjunction with Service.

1.5 Privacy; User Data. The Service allows you to submit, store, and access certain data and other information related to your account, applications, and/or GradBridge

products or services (collectively, "User Data"). Please see our Privacy Notice and our Online Consumer Information Privacy Policy (collectively, our "Privacy Policy") to learn how we collect, use and disclose information we collect from and about you. You understand that by accessing or using the Service and/or submitting User Data through the Service, you consent to the collection, use and disclosure of your User Data as set forth in our Privacy Policy.

1.6 Compliance with Laws. You represent and warrant that: (i) you have complied and will continue to comply with all applicable Laws (including, without limitation, any and all relevant data protection or privacy laws) in your use of the Service, (ii) to the extent you share with us any personally identifiable information of any third party for any purpose, you have the authority and written consent from such third party to provide us with such information and allow us to use such information for the purposes permitted in our Privacy Policy, and (iii) all information you furnish in connection with your use of the Service is accurate, complete and current.

2. USE RESTRICTIONS

You agree not to engage in any of the following prohibited activities:

- (a) copying, modifying, distributing, or disclosing any part of the Service, including, without limitation, by any automated or non-automated "scraping";
- (b) renting, leasing, loaning, reselling, sublicensing, distributing or otherwise transferring the Service (or any part of the Service) to any third party; providing time sharing or similar services for any third party; or using the Service (or any part of the Service) for any purpose other than your own internal personal or business use;
- (c) using any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to GradBridge servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser or to monitor or copy the Service;
- (d) transmitting spam, chain letters, or other unsolicited email;
- (e) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- (f) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- (g) uploading invalid data, viruses, malware, worms, or other software agents through the Service;
- (h) collecting or harvesting any personally identifiable information, including, without limitation, account names, from the Service;

- (i) using the Service for any commercial solicitation purposes;
- (j) impersonating another person or entity or otherwise falsely stating or misrepresenting your identity or affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- (k) interfering with the proper working of the Service;
- (l) accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- (m) disassembling, decompiling or reverse engineering the Service (or any part of the Service), except to the extent that such restriction is expressly prohibited by Law;
- (n) removing, circumventing, disabling, damaging, bypassing or otherwise interfering with the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content accessible through the Service or enforce limitations on use of the Service, or the content therein; or
- (o) delete the copyright and other proprietary rights notices on the Service.

3. USER MATERIALS

You may submit content, information, User Data or other materials (together with all intellectual property rights in and to such materials, "User Materials") to the Service in order to communicate with us (or our third-party customer service provider) or submit forms or applications through the Service, including, without limitation, for the hosting, sharing and display of such User Materials and to apply for or request products or services. When applying for or requesting a product or service or otherwise submitting User Materials on or through the Website, you agree to provide current, complete, and accurate information about yourself and not to submit any User Materials that (i) may constitute or contribute to a crime or tort, (ii) is illegal, fraudulent or deceptive content, (iii) contain any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or (iv) is inaccurate, incomplete, not current or is otherwise designed to mislead, defraud or deceive us or any third party. If any information you provide is untrue, inaccurate, not current, or incomplete, GradBridge has the right to terminate your application(s) for GradBridge products or services and/or to decline to provide any future access to the Service.

Use of the Service and the submission of any User Materials completed by you or otherwise submitted through the Service do not qualify you for or guarantee that you will receive any requested GradBridge products or services. Your eligibility for GradBridge products and services will be determined according to and consistent

with the terms, conditions, and other criteria applicable to the products and services in question.

4. GRADBRIDGE MATERIALS; LINKS TO THIRD-PARTY SITES

4.1 GradBridge Materials. On the Service, you will find Content (as defined below), functions, information, and tools, including some that are prepared, provided, or maintained by third parties that are not the property of GradBridge (collectively, “GradBridge Materials”). While we strive to keep the GradBridge Materials current and accurate, we cannot guarantee, and therefore expressly do not warrant, that the GradBridge Materials are current, accurate, or error-free, or that your access will be uninterrupted or that material accessible from the Service is free of viruses or other malicious code.

4.2 Links to Third-Party Sites. On the Service, you will find numerous links which will transfer you to the websites of third parties that can provide you with potentially relevant information and/or functionality (each, a “Third Party Site”). GradBridge is not responsible for the content and performance of these sites or for your transactions with them. GradBridge makes no warranties, either express or implied, concerning the content of any Third Party Site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose. GradBridge does not warrant that any Third Party Site is free from any claims of copyright, trademark, or other infringement. GradBridge does not warrant that any Third Party Site is free from any viruses or other contamination.

You understand that Third Party Sites may have a privacy policy that is different from that of GradBridge and that Third Party Sites may provide less security than this Website. The choice to access a Third Party Site, or to purchase or otherwise use any of the products or services advertised or provided on a Third Party Site is yours, in your sole discretion. Furthermore, while GradBridge strives to keep these links as current and accurate as possible, we cannot guarantee, and therefore we expressly do not warrant, that they point to the intended third-party website. Links to and from the Service do not constitute a GradBridge endorsement.

5. PROPRIETARY RIGHTS TO CONTENT

You acknowledge and agree that content, including, without limitation, text, software, photographs, video, graphics, images, logos, button icons, editorial content, notices, software (including, without limitation, HTML-based computer programs), other material contained in sponsor advertisements, and other information or materials presented to you through the Service (“Content”) is protected by copyrights, trademarks, service marks, patents or other proprietary rights and Laws. The Content belongs to GradBridge or to others as indicated. You may use this Content as expressly authorized by GradBridge or the Service, and you may not copy,

reproduce, distribute, display, download, license, modify, adapt, edit, publish, perform, repost, reuse, sell, supplement, transmit, create derivative works or otherwise use the Content for public or commercial purposes without our express authorization. Use of the Content other than as expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about GradBridge or the Service, including, without limitation, about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, GradBridge does not waive any rights to use similar or related ideas previously known to GradBridge, or developed by its employees or contractors, or obtained from sources other than you.

6. CONFIDENTIALITY; YOUR SECURITY OBLIGATIONS

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

You acknowledge and agree that the Service is, and shall at all times remain, the sole and exclusive property of GradBridge and/or its licensors, and that GradBridge and/or its licensors is the sole and exclusive owner(s) of all rights to the Service, including, without limitation, any and all 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 disclosed or in any manner communicated or used by any third party or to be duplicated or reproduced without our prior written approval.

You will restrict unauthorized users from gaining access to the Service. If you are not a registered user, you may receive a user name and password upon completing the registration process. You are responsible for maintaining the confidentiality of your passwords and for any and all activities that occur under your passwords or User accounts. You agree to immediately notify GradBridge of any unauthorized use of your User 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. You agree to use any data encryption tool that is

built into the Service or another data encryption tool that is mutually agreed upon by you and GradBridge.

7. SECURITY

We have implemented commercially reasonable technical and organizational measures designed to secure your personally identifiable information from accidental loss and from unauthorized access, use, alteration or disclosure. However, you acknowledge and agree that despite our reasonable security measures, we cannot guarantee that electronic communications over the Internet will be 100% secure and that unauthorized third parties will never be able to defeat those measures or use your personally identifiable information for improper purposes. You acknowledge that you are under no obligation to use the Service, and that you provide any personal or sensitive information in order to use the Service at your own risk.

8. MODIFICATIONS TO SERVICE; TERMINATION OR SUSPENSION OF YOUR USER ACCOUNT

GradBridge, in its sole discretion, reserves the right to modify or discontinue, suspend temporarily or permanently stop providing, the Service or features of the Service, to you or to Users generally, or create usage limits for the Service, for any reason or no reason, with or without notice to you.

GradBridge may terminate your User account or permanently or temporarily terminate or suspend your access to the Service, without notice and liability to you or any third party for any reason, including, without limitation, if in our sole determination you violate any provision of these Terms, or for no reason. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination or suspension of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law, in equity or under this agreement. Upon termination for any reason or no reason, you continue to be bound by these Terms.

9. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE AND ANY MATERIALS OR INFORMATION PROVIDED BY US OR MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, GRADBRIDGE MATERIALS, IS AT YOUR SOLE RISK. THE SERVICE AND GRADBRIDGE MATERIALS, INCLUDING, BUT NOT LIMITED TO ANY THIRD-PARTY-PROVIDED INFORMATION, SOFTWARE OR SERVICES MADE AVAILABLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRADBRIDGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GRADBRIDGE MAKES NO WARRANTY THAT THE SERVICE OR GRADBRIDGE MATERIALS WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE OR GRADBRIDGE MATERIALS WILL BE UNINTERRUPTED, TIMELY, AVAILABLE AT A PARTICULAR TIME OR LOCATION, SECURE, OR ERROR FREE; NOR DOES GRADBRIDGE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR GRADBRIDGE MATERIALS OR AS TO THE TIMELINESS, ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY GRADBRIDGE MATERIALS, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE USED IN THE SERVICE, SERVICE OR GRADBRIDGE MATERIALS WILL BE CORRECTED, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS.

GRADBRIDGE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE (OR ANY INFORMATION OR SOFTWARE CONTAINED THEREIN) IS FREE OF VIRUSES, WORMS, TROJAN HORSES, HARMFUL COMPONENTS, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA OR CONTENT THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

GRADBRIDGE MAKES NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

GRADBRIDGE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

GRADBRIDGE DOES NOT WARRANT OR GUARANTEE THAT YOU WILL RECEIVE ANY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL AID, SCHOLARSHIP, LOAN, OR OTHER CREDIT OR BANKING PRODUCT THROUGH THE SERVICE, OR ANY SPECIFIC MONETARY AMOUNTS, AND GRADBRIDGE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LACK OF SUCCESS OF ANY APPLICATION BY YOU FOR ANY FINANCIAL AID, SCHOLARSHIP, LOAN, OR OTHER CREDIT OR BANKING PRODUCT. GRADBRIDGE EXPRESSLY DISCLAIMS LIABILITY

OR RESPONSIBILITY FOR THE SUCCESS OF ANY APPLICATION BY YOU FOR FINANCIAL AID, SCHOLARSHIPS, LOAN, OR OTHER CREDIT OR BANKING PRODUCT.

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

10. INDEMNIFICATION

You will indemnify, hold harmless and reimburse GradBridge and its agents, licensors, suppliers, contractors and third-party providers, and their respective employees, members, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including, without limitation, court costs and reasonable attorneys' fees) ("Losses") caused by or arising from: (i) your or your agents' use of and access to the Service (by your or any other person or entity accessing the Service using your user name and password), and any data or content, including, without limitation, any User Materials, transmitted or received by you; (ii) any and all actual or alleged injury to any person (including death) or property to the extent caused in whole or in part by your negligence; (iii) your violation of any term of these Terms, including, without limitation, your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including, without limitation, any right of privacy, right of publicity or intellectual property rights; (v) your violation of any applicable Law; (vi) any claims or damages that arise as a result of any of your User Materials; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code; (vi) the negligence or willful misconduct of you or your agents.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMERS OF WARRANTY AND OTHER DISCLAIMERS IN THESE TERMS, IN NO EVENT SHALL GRADBRIDGE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR ACTUAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATING TO THE SERVICE OR GRADBRIDGE MATERIALS, OR THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE OR GRADBRIDGE MATERIALS. UNDER NO CIRCUMSTANCES WILL GRADBRIDGE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRADBRIDGE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONALLY IDENTIFIABLE INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GRADBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

NOTWITHSTANDING THE FOREGOING, 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. FURTHER, NOTHING IN THESE TERMS IS INTENDED TO LIMIT OR DISCLAIM GRADBRIDGE'S OBLIGATIONS UNDER THE GRAMM-LEACH-BLILEY ACT ("GLBA") AND TO THE EXTENT ANY PROVISION OF THESE TERMS ARE FOUND TO BE PROHIBITED BY, INVALID OR UNENFORCEABLE UNDER THE GLBA, THAT PROVISION WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE AND THE OTHER PROVISIONS OF THESE TERMS WILL REMAIN IN FORCE.

IF THESE LIMITATIONS OR EXCLUSIONS ARE HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE MAXIMUM COLLECTIVE LIABILITY OF GRADBRIDGE, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED \$500. IN NO EVENT SHALL GRADBRIDGE BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES GREATER THAN THE AMOUNT REFERRED TO ABOVE.

12. TERMINATION

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

13. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. In addition, GradBridge 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.

14. MOBILE ALERTS TERMS AND CONDITIONS

You can receive alerts about the status of your loan or account from GradBridge through your mobile device. Join by providing your mobile phone number during the application process or by updating your mobile phone number on your account. Message and data rates may apply. Number of messages will vary depending on usage.

If you provide a cell phone number or a number that is later converted to a cell phone number, you expressly consent to us (or a third party loan servicer or debt collector acting on our behalf) using prerecorded or artificial voice messages, calls, messages from automated dialing systems, and text messages to contact you regarding the status of your application or loan. Normal usage and text message charges may apply to the extent permitted by applicable law.

15. ARBITRATION AND CLASS ACTION WAIVER

This Arbitration Provision and Class Action Waiver ("the Arbitration Provision") does not apply to any product that constitutes "consumer credit" under the Military Lending Act (or its implementing regulations) that you may obtain from or through us if you are a covered borrower under the Military Lending Act at the time you obtain such product.

15.1. Agreement to Arbitrate. Except as otherwise explicitly provided in this Arbitration Provision, GradBridge, and any bank or financial institution with which GradBridge partners, together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, and any of these entities' employees, officers, directors, and agents and their successors, assigns, affiliates, and service providers (collectively, the "Transaction Parties") and you may each elect to resolve any past, present, or future dispute or claim ("Dispute") arising from or relating in any way to (i) the use of the Website, (ii) these Terms, (iii) any loan application or any loan, refinancing, or other agreement relating to or made or obtained through the use of the Website, or (iv) the relationship between you and any Transaction Party in connection with any of the foregoing that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules ("the Consumer Rules") of the American Arbitration Association ("AAA"), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with the use of the Website or any of the foregoing on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in the same proceeding or a related proceeding.)

15.2. Exceptions to “Dispute”. Notwithstanding any of the foregoing: (i) disputes or controversies about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about these Terms or your agreements governing the use of the Website or with Transaction Parties as a whole are for an arbitrator and not a court to decide; (ii) any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights, will not be subject to binding arbitration under this Arbitration Provision; and (iii) any party may proceed with their individual claims in small claims court (or an equivalent court) if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court’s (or the equivalent court’s) jurisdictional limits; but if that action is transferred, removed, or appealed to a different court, arbitration can be elected. Moreover, this Arbitration Provision will not apply to any Dispute that was already pending in court before this Arbitration Provision took effect.

15.3. Governing Law. The Federal Arbitration Act (“FAA”), 9 U.S.C. 1 et seq., and federal arbitration law apply to this Arbitration Provision. Any judgment on the award rendered by the arbitrator will be final, subject to any appeal rights under the FAA, and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

JURY TRIAL WAIVER. YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

15.4. Arbitration Procedures. Either you or a Transaction Party can initiate arbitration through the American Arbitration Association (“AAA”) or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve and we cannot agree on a substitute, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. Any arbitration will be governed by the then-current Consumer Rules, and its Procedures for the Resolution of Disputes through Document Submission (“Document Submission Procedures”). For more information about the AAA and its rules, you may contact the AAA at 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, www.adr.org. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law, these Terms or an applicable agreement gives a party the right to recover such expenses from the other party. The arbitration will be conducted by a single arbitrator solely based on written submissions and will not require any personal appearance by the parties

or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. If an in-person hearing is necessary, it will be held in the federal judicial district in which you reside or at another location that is reasonably convenient to all parties.

15.5. CLASS ACTION WAIVER. You and the Transaction Parties each agree that if arbitration of a Dispute is elected, the Dispute will be resolved in arbitration (not in court) only on an individual basis and not as a class, collective or other representative action. To the fullest extent permitted under the FAA: (a) no arbitration will be joined or consolidated with any other unless all parties otherwise agree in writing; (b) there is no right or authority for any Dispute to be arbitrated on a class-action, collective action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

15.6. Conflicts. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with these Terms, or your agreements governing the use of this Website, or with an arbitration provision in any agreement with a Transaction Party (including, without limitation, any loan agreement), this Arbitration Provision shall govern.

15.7. Survival; Severance. This Arbitration Provision shall survive termination of the Website or these Terms or of any agreement into which you enter with a Transaction Party; and, further, you understand and agree that this Arbitration Provision applies not only to these Terms but also to any subsequent agreement (including without limitation any agreement governing the use of the Website or any loan agreement) into which you enter with a Transaction Party. This Arbitration Provision stays in force even if you withdraw your loan application or your application is denied, if any loan obtained by you is repaid in full, if any loan agreement or account is terminated or expires, or in the event of any bankruptcy (if permitted by bankruptcy law). If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable with respect to a Dispute and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the

parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

15.8. RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send us a signed notice within 30 calendar days of the date on which you electronically submit an application for a product or service offered by a Transaction Party through this site. You must send the notice in writing (and not electronically) to GradBridge, 800 North King Street, Suite 304 #3596, Wilmington, Delaware 19801, Attn: Arbitration Opt Out Notice. You must provide your name, address, telephone number, loan or account number, if applicable, and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of these Terms or any other agreement governing the Website or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in these Terms and any other agreement governing a Service or with a Transaction Party. Please note that if you enter an agreement with a Transaction Party that contains a different arbitration provision with a right to opt out, opting out of this Arbitration Provision is not a rejection of the arbitration provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

15.9. Governing Law and Jurisdiction

You agree that your use of the Website and these Terms (excluding the Arbitration Provision) shall be governed by all applicable Federal laws and the laws of the State of Delaware, without giving effect to any principles of conflict of law.

If for any reason a Dispute proceeds in court rather than in arbitration, you agree to submit to the sole and exclusive jurisdiction of the state and federal courts sitting in the State of Delaware. If for any reason a Dispute proceeds in court rather than in arbitration, you and the Transaction Parties each waive any right to a jury trial.

16. GENERAL

16.1. Changes to These Terms. GradBridge may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the ‘last modified’ date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Service.

16.2. Limitations on Claims and Actions. 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.

16.3. Force Majeure. 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, without limitation, damages caused by third party telecommunications service providers.

16.4. Construction; Interpretation. The section titles in these Terms are for convenience only and have no legal effect.

16.5. No Third-Party Beneficiaries. Except for the indemnified parties set forth in Section 10 above, the provisions of these Terms apply for the benefit of GradBridge only. GradBridge has the right to assert and enforce those provisions directly against you on its own behalf.

16.6. International Visitors. The Service is controlled and operated from our facilities in the United States. GradBridge makes no representations that the Service is appropriate or available for use in other locations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

16.7. Miscellaneous. The failure of GradBridge 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. GradBridge expressly reserves the right to assign and transfer these Terms, and its rights and obligations under these Terms, in part or as a whole, without restriction, including, without limitation, to another legal entity as part of any sale or merger of all or part of the GradBridge or its affiliates with a separate legal entity. You may not transfer these Terms, or your rights or obligations under these Terms, to any person or entity without our prior written approval. These Terms, together with all agreements incorporated by reference, any and all amendments and any and all additional written agreements you may enter into with GradBridge in connection with the Service, shall constitute the entire agreement between you and GradBridge concerning the Service and supersedes all prior agreements between the parties regarding the subject matter contained herein.