

## **ASLA Website Terms of Use**

If you are creating or accessing an online account through this website, additional terms and conditions apply. By accessing or creating your account, you indicate your acceptance of these terms and conditions.

This website is provided to you by Arkansas Student Loan Authority service providers, Aspire Resources Inc. and Iowa Student Loan Liquidity Corporation and its affiliates (collectively, "The Servicer", "We," "Us," and "Our," ).

We require all visitors to our website to agree to and comply with these terms of use ("Terms of Use"). Please read them carefully. Your right to use the website is personal to you. You represent and warrant that you have the legal authority to agree to the Terms of Use and to use this website.

You acknowledge and agree to be bound by these terms of use by using this website or viewing its pages. If you do not agree with these terms of use, please do not access or view this website or any of its pages.

You agree to comply with all applicable local, state, national, and international laws and regulations when you use our website. Unauthorized use of this website or The Servicer's systems including, but not limited to, unauthorized entry into The Servicer's systems, misuse of passwords, or misuse of any information posted on our website is strictly prohibited. You agree not to submit any Trojan horses, viruses, worms or other programs intended to interfere with any transactions or the normal operation of the website.

You agree not to use robots, spiders, or other processes (manual or automated) to monitor or reproduce content or information from the website without our prior express written consent.

You agree to provide current, accurate, and complete information about yourself when you apply for a loan or service using the website. The Servicer may decline your loan application or terminate your use of the website if we believe that any information you provide about yourself is untrue, or the form has been altered. Any requests and/or submitted applications must first be reviewed and approved by The Servicer before becoming effective. You do not automatically qualify for financial aid by merely submitting any of the forms which we may provide through the website. You must contact the financial aid office at your school or The Servicer to obtain a student loan. When indicated, you may print and return a completed form to The Servicer depending on the type of student aid involved.

Users shall not transmit any materials or information to this site which infringes on any copyright or other proprietary rights of any other person or entity. Users are responsible for respecting and adhering to state, federal and international laws. Any attempt to break these laws may result in litigation against the offender by the proper authorities. The Servicer will fully comply with the authorities to provide any information necessary for the litigation process.

You may first have to register and obtain a form of user identification and password to use certain services and features on the website. You are responsible to maintain the secrecy and confidentiality of any user identification information and passcode we give you. You agree not to permit any person to use your passcode, method of identification, or other form of identification we provide you. If you do, you agree to be liable for any transactions that person makes, even if you did not intend for them to do so. You agree to immediately notify us if the security or confidentiality of your account, passcode, or any other form of user identification is breached, or if you believe that your account has been subject to unauthorized use. You agree that we may terminate your passcode, user identification, or use of the website for any reason, in our sole discretion.

## **Change in Terms**

These terms of use are subject to change. Any changes will be posted to this website from time to time. Your continued use of the website after any changes are posted shall be deemed your conclusive acceptance of the changes to the Terms of Use.

## **Content**

We seek to provide accurate and reliable information on our website, but we do not warrant its accuracy, completeness, or timeliness. Any calculations you obtain by using any tools or services provided on our website are provided only as estimates. Any resulting calculations could vary significantly from the actual loan payments you may owe because of your lender's actual method of calculation or a change in your financial condition. We shall not be liable for your default on a loan or any damages resulting from reliance on the information provided through our website.

We may change or discontinue the information, products, or services that we offer on the website at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend it.

The content of the website, including its text, images, notice, software code (including html computer programs), logos, graphics, and other content are protected by applicable copyright, patent, trademark, and other laws. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by The Servicer unless otherwise indicated. Other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

You may not copy, download, redisplay, distribute, modify, repost, reproduce, transmit, create a derivative work from the content of this website or otherwise use it for any public or commercial purpose without our express written consent.

## **Additional Terms**

Certain sections or pages of this website may contain separate terms and conditions in addition to these Terms of Use. If there is a conflict, the additional terms and conditions shall govern.

## **Links to Other Sites**

This website may contain links to websites controlled or offered by third parties. We hereby disclaim liability for any information, materials, products or services posted or offered at any of the third party sites linked to this website. By creating a link to a third party website, we do not endorse or recommend any products or services offered or information contained at that website, and disclaim any liability for products or services offered or advertised at those sites.

## **Indemnification**

You shall defend, indemnify and hold harmless Arkansas Student Loan Authority, and Iowa Student Loan Liquidity Corporation and its affiliates, subsidiaries, agents and their respective officers, directors, employees and agents from and against all claims, liabilities, costs and expenses arising from your use of the website; failure to comply with the Terms of Use; negligence, actions or omissions; violation or alleged violation of any law, regulation or other legislation; or violation or alleged violation of the rights of a third party.

## **Severability**

If a court of competent jurisdiction finds any provision of the Terms of Use to be invalid, parties' intentions as reflected in the provision will be given effect. The remaining provisions of the Terms of Use will remain in full force and effect.

## **No Warranty**

You understand and agree that your use of the website and the services provided herein is at your own risk. This website is provided on an "as is" and "as available" basis. We make no warranties or representations to you regarding this website or the information, software, functions, processes or other content herein. We expressly disclaim all warranties and representations of any kind with regard to the website and the services we provide, including any implied warranties of merchantability, fitness for any particular purpose, non-infringement, or freedom from viruses or other harmful code. We shall not be liable for any unavailability, delay, difficulty in use, incomplete or inaccurate information,

computer viruses, malicious code or other defect in this website, or for the incompatibility between this website and files and the user's browser or other site-accessing program. We will not be liable for any other problems experienced by the user due to causes beyond our control. No license to the user is implied in these disclaimers.

### **Limitation of Liability**

Under no circumstances will we be liable for any lost profits, lost opportunity or any direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of your use of or inability to use the website or any of our services, even if we have been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise. If you live in a jurisdiction that does not allow for disclaimers and limitations of liability to the full extent described above, and these disclaimers and limitations are held to be invalid or unenforceable, you agree that the maximum liability of Arkansas Student Loan Authority, Iowa Student Loan Liquidity Corporation, Aspire Resources Inc., and its officers, directors, employees, and agents for losses and damages shall not exceed \$250.00.

### **Governing Law and Venue**

Your use of this website and the Terms of Use shall be governed by the substantive laws of the State of Iowa, without regard to its conflict of laws provisions. You and The Servicer agree to submit to the sole and exclusive jurisdiction and venue of the courts located in Polk County, Iowa. If any portion of this Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired. Any cause of action arising out of or related to the Terms of Use shall be filed no later than one (1) year after the alleged cause of action accrues or shall be time-barred.