Online Services Terms of Use

These ONLINE SERVICES TERMS OF USE ("TERMS OF USE") state the terms and conditions that govern your use of the website(s), web services, web-based applications, and mobile applications ("Online Services") offered by the Pennsylvania Higher Education Assistance Agency, also conducting loan servicing operations as American Education Services and FedLoan Servicing and digital technology services as Avereo ("PHEAA"). By accessing or using any of the information, materials, or functions available on or through Online Services, you agree to and understand the following TERMS OF USE. PHEAA may amend or change the Online Services offered or these TERMS OF USE from time to time, at our sole discretion, by posting updated terms and conditions within Online Services or by providing written notice to you by email, through a website, or U.S. Mail. You agree to be bound by any modifications, changes, or revisions made by PHEAA to the Online Services or to these TERMS OF USE. You agree that you are responsible for reviewing these TERMS OF USE regularly, and your continued use of Online Services constitutes your acceptance of any modifications, changes, or revisions to Online Services or these TERMS OF USE.

These TERMS OF USE are in addition to any other terms and conditions that may apply to accounts you have with PHEAA or to any other services or information provided by PHEAA. Where appropriate, please review those specific terms and conditions.

As used in these TERMS OF USE, “you” or “your” refers to you or to any other person you authorize to use Online Services on your behalf. “We” or “our” refers to PHEAA or any agent, designee, or contractor of PHEAA.

PHEAA intends for the information, materials, and functions contained on Online Services to be as current and accurate as possible, but cannot guarantee and does not warrant the accuracy or reliability of the information, material, or functions available through Online Services. Any calculations, functions, or tools available on Online Services are intended only to provide estimates that may differ from actual amounts that are applicable to you or to your account. Reasons for this variation include, but are not limited to: (1) loan servicers may use different repayment calculations; (2) loan servicers may make other calculation assumptions; or (3) loan servicers may use different interest rates and processing methods. Actual loan repayment amounts are established by you and your lender.

Submission of any forms via Online Services does not automatically qualify you for financial aid. When indicated, you may print and return a complete form to PHEAA or another applicable entity, depending on the type of financial aid involved. PHEAA reserves the right to deny or invalidate requests, forms, or applications submitted on altered forms. Any requests or submitted applications are subject to review and approval by and at the discretion of PHEAA.

Account Information, Password Protection, & Indemnification

Online Services provides secure online and mobile tools that enables you to manage your student loan account with us via the Internet ("Account Access"). If you create an online access account via Account Access, you are responsible for maintaining the confidentiality of any username and password and for any and all activities that occur under your password or account. You agree to protect and keep confidential your account information, user IDs, passwords, PINs, or any other means of accessing your account or any other information or content on Online Services, as applicable. You also agree to immediately notify PHEAA of any unauthorized use of your account or any other breach of security known to you regarding your account or use of Online Services by phone at 1-877-398-4237, or by email at eso@pheaa.org. If you disclose any of the foregoing information, you assume all risks and losses associated with such disclosure. If you permit any other person to access your account or your account information, user IDs, passwords, PINs or any other means of accessing your account, you are responsible for any resulting transactions or activities. Upon receipt of this information, PHEAA may block or temporarily prevent access to your account until the access problem can be resolved. You agree to indemnify, defend, and hold harmless PHEAA, its directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorney fees, arising out
of or relating to your use of Online Services or use by any other person accessing Online Services using your username and password or other means of account access. PHEAA reserves the right to terminate your online access account after an extended period of inactivity.

**Limitations on Use**

Users shall not transmit any material or information to Online Services that is false, libelous, defamatory, obscene, profane, or solicitous, infringes on any copyright or other proprietary rights of any other person or entity, or otherwise could result in civil or criminal liability under the law. Users are responsible for respecting and adhering to state, federal and international laws at all times with respect to their use of Online Services. Any attempted violation of law may result in litigation against the offender by PHEAA or any proper authority. PHEAA will fully comply with applicable authorities to provide any information necessary for the litigation process.

**Security of Transmissions**

There may be security, transmission or other risks associated with use of the Internet and Online Services and you expressly assume any and all such risks. You are responsible for obtaining all software, hardware, or other equipment necessary to use Online Services, including, without limitation, the use of up-to-date web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software. Online Services may contain encryption methods that are not supported by all browsers. If you are not using a browser that supports 128-bit encryption, you may be unable to view all of the information and materials contained in Online Services.

**Intellectual Property Notices**

Except where otherwise expressly noted in these TERMS OF USE or within the content of Online Services, the contents of Online Services, including, but not limited to, graphics, icons, text, screens, software, and overall appearance of Online Services, are the sole and exclusive property of PHEAA or exclusively licensed by PHEAA and are protected by United States copyright and trademark laws. The posting of the contents of Online Services is not a waiver of any of PHEAA’s proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to you or to any third party.

**Children’s Online Privacy Protection Act**

Consistent with the Children’s Online Privacy Protection Act (COPPA), PHEAA will not knowingly collect or retain information submitted by children under the age of 13. If PHEAA learns that we unknowingly collected personally identifying information from children under 13 years of age, we will immediately take all reasonable measures to delete the information from our computer systems and all other data systems.

**Third-Party Links & Resources**

Online Services contains links to other Internet sites and resources that are not related to or controlled by PHEAA. PHEAA assumes no responsibility or liability for any errors or omissions in the material or information available on or through such other Internet sites or resources. The existence of such links is not an endorsement by PHEAA of such Internet sites or the resources, contents, or operators thereof. In addition, such other Internet sites and resources may provide less security than PHEAA. Your access to and use of such Internet sites and resources is at your own risk. For information on how PHEAA collects personal information and shares such information with third party service providers, see PHEAA’s privacy policy and online privacy practices.

**Warranties Disclaimer**

ONLINE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, AND INFORMATION MADE AVAILABLE ON ONLINE SERVICES, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PHEAA MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY WEBSITE OPERATED BY A THIRD PARTY. YOU ACKNOWLEDGE AND AGREE
TO USE ONLINE SERVICE AND ANY MATERIALS OR INFORMATION PROVIDED BY PHEAA (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) AT YOUR SOLE RISK AND THAT PHEAA CANNOT GUARANTEE AND DOES NOT WARRANT THAT YOUR ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT THE INFORMATION ACCESSIBLE FROM ONLINE SERVICES WILL BE FREE OF COMPUTER VIRUSES. PHEAA RESERVES THE RIGHT TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF ONLINE SERVICES AT ANY TIME, FOR ANY REASON AND WITHOUT PRIOR NOTICE TO YOU.

**Damages**

PHEAA shall not be liable for any loss, injury, or damages, whether special, direct, indirect, incidental, or consequential, including but not limited to, loss of revenues, opportunities, profits, or data, whether arising from or related to any action in contract, negligence, tort, or otherwise, which may result from the use of Online Services or the material and information contained herein or in connection with any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, malicious code, line system failure, loss of data, loss of use, or other defect related to Online Services, even if PHEAA is aware of the possibility of such damages.

**Choice of Law**

Your access to and use of Online Services and these TERMS OF USE shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws thereof, and the laws of the United States of America. The venue for any proceeding regarding these TERMS OF USE shall be in a court with competent jurisdiction over PHEAA in Dauphin County, Pennsylvania.

**Miscellaneous Terms**

To the extent any portion of these TERMS OF USE are determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these TERMS OF USE as so modified, shall remain in full force and effect. No waiver by PHEAA of any right or term or provision of these TERMS OF USE will be deemed a waiver of any other right, term or provision of these TERMS OF USE at that time or a waiver of that or any other right, term, or provision of these TERMS OF USE at any other time.

**Modification**

PHEAA may modify the TERMS OF USE at any time. In the event that PHEAA makes any material changes the TERMS OF USE, users will be able to view the changes on PHEAA's website. The most recent policy is available through PHEAA's websites and any questions about the TERMS OF USE can be directed to eso@pheaa.org.