

LoanBye LLC End User Terms and Conditions of Use

"I have read the agreement below and agree to its terms"

These End User Terms and Conditions of Use ("Agreement") is a legal agreement between you and LoanBye LLC (hereinafter referred to as "Website Owner"), the owner and developer of [name of website]. By registering for any service provided on www.loanbye.com through your employer, you become a client ("Client") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Client. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR ANY LOANBYE.COM SERVICE. The Terms are subject to change at any time, effective upon notice to you.

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS.

1. *Limitations of Liability and Indemnification.* By using any services provided by www.loanbye.com, you agree that in no event will Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. You indemnify and agree to defend and hold harmless www.loanbye.com, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of www.loanbye.com, including any breach by you of the Terms contained in this Agreement.

2. *Responsibility for Use of Website.* You understand and agree that you are solely responsible for your actions and decisions to provide the information regarding student loans to www.loanbye.com and your doing so is completely voluntarily and coordinated through your employer. You understand that the information you provide is subject to the www.loanbye.com privacy policy, which can be found here.

3. *Do Not Rely on www.loanbye.com.* Opinions, advice, statements or other comments, whether related to financial matters or otherwise, should not be relied upon and are not to be construed as professional advice from www.loanbye.com or Website Owner. www.loanbye.com and Website Owner do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information.

4. *Activities Under Your Account.* You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, please contact www.loanbye.com immediately. It is up to you to maintain the confidentiality of your password and account. www.loanbye.com is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of this Agreement.

6. *Confidentiality.* Any passwords used for www.loanbye.com are for your individual use only. You will be responsible for the security of your password(s). From time to time, www.loanbye.com may require that you change your password. You are prohibited from using any services or facilities provided in connection with this website to compromise its security or tamper with any of its system, resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, the Website Owner reserves the right to release your account details to system administrators at other websites and/or the authorities in order to assist them in resolving security incidents. The Website Owner reserves the right to investigate suspected violations of this Agreement and to fully cooperate with any law enforcement authorities or court order requesting or directing www.loanbye.com to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate this Agreement.

Furthermore, it is the Website Owner's policy to release a Client's personal identifying information and any other information when it reasonably believes such disclosure is appropriate to comply with applicable law, to enforce

any of our contracts or agreements, to protect the rights, property or safety of our users and customers, in response to a governmental authority request or legal process, or for purposes of fraud protection. By accepting this Agreement you waive all rights and agree to hold www.loanbye.com and Website Owner harmless from any claims resulting from any action taken by www.loanbye.com during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the Website Owner or law enforcement authorities.

7. *Ownership, Copyrights, Trademarks, Licenses.* Loanbye.com and Website Owner own and retain all proprietary rights to the www.loanbye.com service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of www.loanbye.com and Website Owner.

8. *No Warranties.* The Website Owner provides the www.loanbye.com services on an "as is" basis and does not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, www.loanbye.com and Website Owner do not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.

9. *Jurisdiction.* This Agreement or any dispute arising from this Agreement is governed by the laws of commonwealth of Pennsylvania, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the state and Federal courts located in Allegheny County, Pennsylvania, and you hereby consent to the jurisdiction of any such courts.

10. *Severability.* If any provision is found to be invalid, the remaining provisions will be in full force and effect.

11. *Certification.* You certify that you are at least 18 years of age and that your answers to the registration materials on www.loanbye.com will be truthful and accurate. In accessing and using www.loanbye.com, you understand and agree that basic information concerning you and the account details for your student loans, given to www.loanbye.com, will be used to provide the services and may be used in accordance with the terms of the www.loanbye.com privacy policy. Your name, address and e-mail address are kept confidential, except where provided above. BY AGREEING TO THESE TERMS, YOU HEREBY AUTHORIZE THE WEBSITE OWNER AND/OR YOUR EMPLOYER TO MAKE PAYMENTS ON YOUR BEHALF TO ANY AND ALL CREDITORS HOLDING YOUR OUTSTANDING STUDENT LOAN DEBT. THIS IS NO WAY RELIEVES YOU OF YOUR DUTY TO MAKE ANY REQUIRED MINIMUM PAYMENTS TO SUCH CREDITORS AND YOU AGREE THAT THE WEBSITE OWNER WILL NOT BE HELD RESPONSIBLE FOR YOUR FAILURE TO DO SO, INCLUDING ANY LATE CHARGES, INTEREST, OR PENALTIES YOU MAY INCUR. YOU FURTHER AGREE THAT THE PAYMENTS MADE ON YOUR BEHALF BY THE WEBSITE OWNER AND/OR YOUR EMPLOYER WILL NOT OFFSET OR BE ADDED TO ANY MINIMUM PAYMENT YOU ARE REQUIRED TO MAKE.

12. *Entire Agreement.* This Agreement constitutes your entire Agreement with www.loanbye.com and Website Owner with respect to any services.

13. *Waiver.* The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.

You further understand and agree that clicking or pressing on the "I agree" is the electronic equivalent of a written signature on this document.

[I agree]

[I do not agree]