



## **Use Agreement & Disclaimer**

The **PURCHASER ON-LINE ACCOUNT ACCESS WEBSITE (hereinafter "Website")** is offered to you conditioned on your acceptance without any modification of the terms, conditions, and notices contained in this **Website Use Agreement (hereinafter "Agreement")**.

By accessing or using the Website you agree to be bound by all of the terms, conditions, and notices in this Agreement, including any additions, changes or modifications to the Agreement made by Catalis, LLC and posted on the Website.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT ACCESS THE WEBSITE OR USE ANY OF THE SERVICES PROVIDED ON THE WEBSITE.**

### **MODIFICATION OF THIS WEBSITE USE AGREEMENT**

Catalis, LLC reserves the right to change the terms, conditions, and notices contained in this Agreement, including but not limited to any charges associated with the use of the Website. You are responsible for regularly reviewing these terms and conditions.

### **THE WEBSITE**

The Website is established by Catalis, LLC for on-line user access to individual Purchaser account information for the South Carolina Tuition Prepayment Program (hereinafter "SCTPP") and includes all of the pages, links, graphics, text, source code and other programs, routines, and other components of the Website (whether visible to or discernible to the user). The information and materials contained on this Website are subject to change without notice to the user.

### **DISCLAIMERS**

The materials and services on this Website are provided "as is" and for information purposes only. SCTPP and Catalis, LLC make no representations or warranties that the materials are suitable for your needs, are complete, timely, reliable, or are free from errors, inaccuracies or typographical mistakes. SCTPP AND CATALIS, LLC DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF OTHER'S RIGHTS.

### **LIMITATION OF LIABILITY**

In no event shall SCTPP and Catalis, LLC be liable to you for damages of any kind whatsoever including, but not limited to, direct, indirect, consequential, special, incidental, including without limitation, lost profits or damages resulting from lost data or business interruption, or punitive damages of any kind whatsoever that may result from your use of or inability to use this Website or the materials or services provided on this Website or the products or services received from this Website. You agree that neither SCTPP nor Catalis, LLC shall be liable for any viruses, worms, trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our Website. We shall not be responsible or liable for any indirect, incidental or consequential damages which may result from such harmful components.

#### **COPYRIGHT AND TRADEMARKS**

Copyright in the Website (including the pages and in the screens displaying the pages) and in the information and material displayed or contained in the Website (including the arrangement of the material) is owned by Catalis, LLC. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website.

Catalis, LLC is a registered trademarks and service mark. Catalis, LLC may also claim trademark and service mark rights in other marks contained in the pages of the Website.

#### **ARBITRATION**

If either you or we have any irresolvable dispute or claim concerning the services provided by this Website it will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association ("AAA") and Title 9 of the US Code. Arbitration hearings will be held in Jacksonville, Florida or where mutually agreed. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge of the student loan business. The arbitration will award the filing and arbitrator fees to the prevailing party. A judgment on the award of arbitration may be entered by a court.

#### **SERVICE UNAVAILABLE OR DELAYS**

Access to services may be limited, delayed, or unavailable during periods of peak demand, system upgrades or maintenance, or electronic, communication or system problems, or for other reasons. You understand and agree that neither SCTPP nor Catalis, LLC will be liable to you if you were unable to access the Website. In the event any part of the services is delayed or unavailable at any time or you experience problems using the services, you agree to use alternative means to place orders and obtain account information.

#### **GOVERNING LAW**

This agreement is governed by the laws of the State of Florida, U.S.A.

Catalis, LLC 's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Catalis, LLC 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the

Website or information provided to or gathered by Catalis, LLC with respect to that use.

You are hereby consent to the exclusive jurisdiction and venue of courts in the State of Florida, U.S.A. in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth in this Agreement, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

#### **ENTIRE AGREEMENT**

Unless otherwise specified in this Agreement, this Agreement constitutes the entire agreement between the user and Catalis, LLC with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Catalis, LLC with respect to the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.