

TERMS OF USE

Shop Tutors, Inc. d/b/a LendEDU is a web-based environment that allows individuals to coordinate with providers and third parties, share information, and collaborate in searching for certain loans from providers and third parties. Please carefully review these terms of use and conditions (collectively, “Terms of Use”). These Terms of Use are between you and Shop Tutors, Inc. d/b/a LendEDU (“LendEDU”, “we”, “us,” or our”). These Terms of Use along with our [Privacy Policy](#) at www.lendedu.com, the terms of which are incorporated into these Terms of Use, govern your use of the LendEDU website at www.lendedu.com (the “Site”), including your use of the content found on the Site or publishing your own content on the Site. Your continued use of the Site constitutes acceptance of these Terms of Use, which are subject to change from time to time, and without notice. You should periodically review these Terms of Use for any changes. Unless stated otherwise, any changes to these Terms of Use will take effect on the date they are posted.

1. ACCOUNT REGISTRATION

Registering for an account with us by providing the information requested in our registration process will give you access to analysis of related information and products and services from our marketing partners, and any additional features we may develop for registered account holders. Registering for an account is optional, but if you elect not to register for an account, you will not be able to access certain features of the Services. You may only register for an account if you are eighteen or older. By registering, you certify that you meet these criteria. All information you provide to us about yourself and your third party financial accounts must be true, accurate, current and complete information. You are required to keep all information up to date and accurate. You may not register an account for anyone but yourself. You agree not to misrepresent your identity, your personal information or your third party account information. By registering for an account or using the Services, you accept all responsibility for maintaining the confidentiality of your password, controlling and limiting access to your account, and for all activities that occur under your account or password. You may not sell, transfer or assign your account. We may, without notice to you, suspend or terminate your account or your use of the Services or otherwise deny you access to the Services at any time and for any reason, including, without limitation, if we suspect that information you have provided is untrue, inaccurate, not current, or incomplete. You agree that we will not be liable to you or any third party if we suspend or terminate your access to any Services for any reason. We retain sole ownership over your LendEDU account information.

2. CONSENTS YOU GRANT BY REGISTERING AND USING THE SERVICES

When you register for an account with us, you will provide us the following specific authorizations and consents:

- i. Authorization for us to provide your information to our network partners, on your behalf, and authorization for our network partners to contact you (including by automated dialing systems and by text message) by telephone, mobile device (including SMS and MMS), and/or email even if you are on a corporate, state or national Do Not Call registry or list;
- ii. Authorization for us and our network partners to obtain consumer report information and related information about you from one or more consumer reporting agencies for the purpose of providing you with information concerning products or services that may be of interest to you; and
- iii. Your consent to receive electronic disclosures from us and our network partners pursuant to the terms of our Consent for Electronic Signatures, Records and Disclosures (e-sign consent).

You understand that LendEDU may contact you directly using the information provided. For example, we may contact you through email and provide information in the form of promotions, newsletters, and special offers. Furthermore, we use your information to send you Service related email messages (e.g., account confirmations/verifications, Service updates/changes, and technical and security notices.). Users have the option to opt-out of receiving our promotional or newsletter emails at anytime by clicking the “unsubscribe link” provided in the email or by contacting us at support@lendedu.org. Opting-out in this manner does and will not end transmission of service related emails or notices.

3. ADVERTISED SAVINGS AND RATINGS

We may use information from your Member Profile and data we have on available options for financial products or services to estimate your loan terms through one of the financial products or services available through our Services. Our estimates are based on certain assumptions and use only the data we have, and are neither endorsed by, nor commissioned by, any of providers or third parties. We do not warrant or guarantee the accuracy, adequacy, timeliness, reliability, completeness or usefulness of any estimates we provide, and we disclaim all liability for any errors or omissions in any such estimates.

4. YOUR USE OF THE SITE

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5. POSTING CONTENT ON THE SITE

You may post Content on the Site, provided you do so under the terms and conditions in these Terms of Use. By posting content on the Site, you hereby grant us a worldwide, royalty-free nonexclusive, perpetual license to your Content. As the author and copyright holder, you are free to use your Content in any manner you choose, subject to the foregoing grant, and you will not otherwise be restricted by these Terms of Use for the Content that you create and post to this Site. When you post Content to the Site, you are granting us, or warranting to us that the owner of such Content has expressly granted us, a royalty-free, perpetual, irrevocable, fully sub-licensable, non-exclusive right to use, reproduce, modify, translate, adapt, publish, create derivative works therefrom, transmit, distribute, perform, display and delete such Content (in whole or in part) worldwide and to incorporate such Content in other works in any form, media or technology now known or hereafter developed. Among other things, this grant allows us the ability to display commercial advertising on the Site in connection with the Content. By posting Content on the Site you agree that the material you are posting: (i) does not violate any applicable law, statute, ordinance, or regulation; (ii) does not violate the contractual or fiduciary rights of any third party; (iii) does not infringe any third party's intellectual property rights, rights of publicity, or privacy; (iv) is not false or misleading or fraudulent; (v) does not misrepresent your affiliation with any person or entity; (vi) is not defaming; and (vii) is not pornographic, indecent, lewd, or suggestive.

6. DIGITAL MILLENNIUM COPYRIGHT ACT

LendEDU respects the intellectual property rights of others and expects users to do the same. Pursuant to 17 U.S.C 512(c)(3) (Digital Millennium Copyright Act of 1998), LendEDU's designated agent to receive notice of alleged copyright infringement is:

LendEDU
80 River Street, Suite 3C-2
Hoboken, NJ 07030

To file a notice of infringement with us, you need to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. The text of this statute can be found at the U.S. Copyright Office website, [Digital Millennium Copyright Act of 1998](#) (visited January 29, 2016). LendEDU will act pursuant to the Act to resolve claims of infringement. Those accused of copyright infringement are informed that repeated violation could result in permanent suspension from the Site.

7. SERVICES

You may voluntarily access an algorithm that compares information provided by you to information compiled by LendEDU. The algorithm includes use of publicly available information and User data. Information and interactive functions within the LendEDU website are made available to you as self-help tools for your independent use and are not intended to provide investment advice and/or financial advice. LendEDU does not recommend that you rely upon on the information provided through the website or algorithm to make a decision about any option made by a provider or third party through the website. Use of the algorithm or website does not guarantee approval or qualification. By clicking on any button or icon indicating an acceptance or agreement to terms, a continuance of procession or submission, you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting a pre-qualification request to a provider or third party or multiple providers to whom your pre-qualification request is transmitted. You further acknowledge that any methods utilized by providers or third parties are separate and independent from those of LendEDU. Furthermore, any responses from providers or third parties to your pre-qualification request are between you and the provider or third party and done pursuant to the timeline of the provider or third party. In order for you to receive options from providers or third parties, you acknowledge that LendEDU is required to submit pre-qualification requests on your behalf to such third parties. LendEDU does not guarantee acceptance of any option or any particular term of any option with any provider or third party. In addition, we are not a party to the dealing, contracting and fulfillment of any offer. We are not required to and do not verify any information given to us by users or providers. We do not endorse or recommend the products or services of any particular provider or third party accessed by you in your use of the LendEDU website. The delivery of and the payment for products and services, and any other terms, conditions, warranties or representations associated with provider or third party products and services are solely between you and provider or third party. We assume no liability, obligation or responsibility for any part of any such products, services or promotions. A provider or third party is solely responsible for its offers and services to you, and you agree that LendEDU shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of offers or provider services. LendEDU is not a broker of financial services and LendEDU does not (i) directly or indirectly make or procure, attempt to make or procure, or offer to make or procure a loan of money or extension of credit; (ii) assist or advise users in obtaining or attempting to obtain a loan of money or line of credit; or (iii) solicit for loans. Furthermore, LendEDU does not take

applications or make credit decisions in connection with pre-qualification requests that you may choose to submit.

LendEDU does not guarantee any scholarships offered or promoted on its website. By using LendEDU, you agree that LendEDU shall decide at any time to cancel any and all scholarship award offers at the discretion of LendEDU management. LendEDU reserves the right to void any and all scholarship offers. By using LendEDU, you agree that LendEDU shall not be liable for any damages or costs of any type arising out of the cancellation of a LendEDU scholarship award. LendEDU does not guarantee the accuracy of any credit report or credit reporting information provided to you. By using LendEDU's services you acknowledge this limitation and accept all information provided "as-is".

8. DISCLAIMER OF WARRANTIES

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SUCH ANALYSIS OR TOOL. LENDEDU EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INACCURACY OR INCOMPLETENESS OF ANY SUCH CREDIT REPORTS, CREDIT SCORES, ANALYSIS OF RELATED INFORMATION, SAVINGS ESTIMATES, APPROVAL ODDS, OTHER INFORMATION, TOOLS OR ANALYSES AVAILABLE THROUGH THE SERVICES OR THE CONTENT; THE AVAILABILITY OR LEGALITY OF ANY OF THE OFFERS FROM OUR PARTNERS; OR ANY TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL LENDEDU, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF LENDEDU'S SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LENDEDU IS 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.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless LendEDU, its directors, officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees) that arise or result from (i) your violation of these Terms of Use, including, but not limited to, any obligation, representation, or warranty made herein; (ii) your violation of any third party right, including without limitation any intellectual property right, property right, or privacy right; and (iii) your negligence or breach of any agreement with users of the Site. This defense and indemnification obligation will survive termination of these Terms of Use and your use of the Site.

11. NOTICE

LendEDU will give you any necessary notices by posting them on the Site. You authorize LendEDU to send notices via electronic mail as well if it decides, in its sole discretion, to do so.

You agree to check the Site for notices, and that you will be considered to have received a notice when it is made available to you by posting on the Site.

12. DISPUTE RESOLUTION AND ARBITRATION

WE AND YOU EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS WEBSITE, THE SERVICES OR ANY TRANSACTION WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MAY AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT INSTEAD OF ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES. To opt out, call 201-605-7725 or email us at support@lendedu.com. TO BE EFFECTIVE, YOU MUST OPT OUT WITHIN 30 DAYS FROM THE DATE YOU COMPLETE THE REGISTRATION PROCESS.

To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent, 251 Little Falls Drive Wilmington, DE 19808. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims less than \$75,000, the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims under \$75,000, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration.

Class Action Waiver. WE AND YOU EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other User of the Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

Jury Trial Waiver. If a claim proceeds in court rather than through arbitration, unless otherwise prohibited by law, WE AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL.

13. GOVERNING LAW

The Services are governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions.

If any provision of this Agreement becomes or is declared to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

No waiver of any term in these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

14. TERMINATION

These terms, as may be amended from time to time, are effective until your account, if applicable, is deactivated by either you or LendEDU and you discontinue your use of the Services. Any section of the terms that by its nature is intended to survive termination of this Agreement or your use or access to the Services or the Content shall survive such termination.

15. MISCELLANEOUS

These Terms of Use, including the [Privacy Policy](#), comprises the entire agreement between you and LendEDU with respect to the use of the Site and supersedes all prior agreements between the parties regarding the subject matter contained herein. This Site is intended for persons at least 13 years old. In accordance with the Federal Children's Online Privacy Protection Act (COPPA), LendEDU will never knowingly solicit nor will it accept personally identifiable information from users known to be under thirteen (13) years of age.