



TERMS AND CONDITIONS OF USE

Accepting the Terms

These Terms and Conditions of Use ("Agreement") set forth the terms and conditions that apply to your access to MyhubSM, as operated by National Student Clearinghouse ("the Clearinghouse," "we," or "us"). By accepting electronically (for example, by clicking "Agree"), accessing [Myhub.org](https://myhub.org) ("Myhub website"), or using the services offered through Myhub website ("Services"), you agree to be bound by the terms and conditions, as set forth below. If you do not agree with this Agreement, then you may not use the Services.

By using the information, tools, features, software and functionality, including content, updates, and new releases provided by the Clearinghouse of the Services, you agree to be bound by this Agreement, as a "Customer" (which means that you have registered for an account to use the Services ("Myhub account")). The terms "you" or "User" also refers to a Customer. You may not use any of the Services and you may not accept this Agreement if you are not legally authorized to accept and be bound by the terms and conditions of this Agreement or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with the Clearinghouse.

Creating a Myhub Account/Unauthorized Access Generally

In order to allow you to use certain Services, you will need to sign up for a Myhub account with the Clearinghouse. You may sign up, as follows:

1. You may create a Myhub account using credentials provided by a postsecondary institution that you attended (an "Institution") through a website that is operated by the Institution. The Institution will authenticate your identity before allowing you to create a Myhub account on the Myhub website. If the Clearinghouse accepts the Institution's authentication of your identity, you will be able to create a Myhub account; or
2. You may create a Myhub account through the Myhub website, subsequent to the Clearinghouse verifying your identity. The Clearinghouse may verify your identity using identity authentication methods utilized by third-party, identity proofing service providers ("Authentication Vendors"). You authorize any such Authentication Vendor and the Clearinghouse to make any inquiries that we consider necessary to validate your identity. These inquiries may include asking you for further information, for example, requiring you to provide your full address, the last four (4) digits of your social security number, requiring you to take steps to confirm ownership of your email address or phone number, and/or verifying the information you provide against third party databases or through other sources. If you do not provide this information or the Clearinghouse cannot verify your identity, the Clearinghouse reserves the right to reject your access to the Services.

If you become aware of any unauthorized use of your Myhub account or the Services, you agree to notify the Clearinghouse immediately at InformationSecurity@studentclearinghouse.org. If you believe that your Myhub account log-in credentials or device that you use to access the Services has been lost or stolen or that someone is using your account without your permission, you must notify the Clearinghouse immediately in order to minimize your possible losses.

Use of information on Myhub Website

Your right to access and use the Myhub website and Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Myhub website and Services for lawful purposes.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that the Clearinghouse, in its sole discretion, may elect to take. In no event will the Clearinghouse be liable to any party for any loss, cost, or damages that result from any scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such Services, shall be for the Clearinghouse to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

From time to time, the Clearinghouse may include new and/or updated pre-release features and trial use ("Beta Features") in Services for your use and which permit you to provide feedback. You understand and agree that your use of Beta Features is voluntary, and the Clearinghouse is not obligated to provide you with any Beta Features. Furthermore, if you decide to use the Beta Features, you agree to comply with any rules or restrictions that the Clearinghouse may place on them. You understand that once you use the Beta Features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Features back to the earlier version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

Data Sharing Through Myhub

Some features of the Services may include disclosure of your personally identifiable information to third parties for the purpose of providing the Services. By clicking "Accept" to access such features, you authorize the Clearinghouse to share your personal data with third parties contracting with the Clearinghouse who collect, store, and process your data in connection with those features and which are contractually obligated to use your data only for the purpose of providing such services. If you dispute the accuracy or completeness of information about you provided to the Clearinghouse by a third party, you agree that the Clearinghouse may share information related to such dispute with the third party that provided the data.

Privacy Policies of Third Parties

This Privacy Policy only addresses the use and disclosure of information by the Clearinghouse. Other external websites that may be accessible through or link off of the Clearinghouse or Myhub websites may have their own privacy policies and data collection, use and disclosure practices, and payment terms and conditions. You acknowledge and agree that the Clearinghouse is not responsible for the availability of such external websites or resources and does not endorse, and is not responsible for, any content, privacy policies, terms and conditions, advertising, products, services or other materials on or available through such websites or resources (collectively, "External Materials"). The Clearinghouse is not responsible or liable, directly or indirectly, for External Materials or any third parties with whom you connect via the Service(s), including any representations, warranties, or loss or damage of any kind.

We encourage you to familiarize yourself with the privacy statements and terms and conditions provided by all third parties prior to providing them with information, creating any accounts or taking advantage of an offer or promotion.

Disclaimer Regarding Accuracy of Information

The Clearinghouse warrants that under this Agreement, it verifies, displays, or releases education information as provided to it by educational institutions. THE CLEARINGHOUSE DOES NOT WARRANT OR GUARANTEE THE COMPLETENESS, ACCURACY, OR RELIABILITY OF EDUCATION INFORMATION IN ITS DATABASE AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Clearinghouse specifically disclaims any responsibility or liability for errors or omissions in information provided by educational institutions, including direct, indirect, incidental, special, or consequential damages resulting from the use of information provided by the educational institution and verified or released by the Clearinghouse under this Agreement.

Disclaimer Regarding Third-Party Data and Functionality

The Clearinghouse is providing market and skills information from third-party sources to you through Myhub. THE CLEARINGHOUSE DOES NOT WARRANT OR GUARANTEE THE COMPLETENESS, ACCURACY, OR RELIABILITY OF SUCH THIRD-PARTY INFORMATION AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Clearinghouse specifically disclaims any responsibility or liability for errors or omissions in third party information provided to you through Myhub, including direct, indirect, incidental, special, or consequential damages resulting from the use of such third-party information.

The Services may include, among other things, a venue for employers to post job opportunities and search for and evaluate job candidates. The Clearinghouse does not screen or censor job postings, and is not involved in and does not control interactions between you and potential employers. As a result, the Clearinghouse is not responsible for the content of the job postings, the quality, safety, or legality of the jobs posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities, or your ability to fill job openings. The Clearinghouse makes no representations about any jobs posted on Myhub. The Clearinghouse, to the extent permitted by law, disclaims any liability for posted job opportunities, including but not limited to liability for failing to remove job postings.

Intellectual Property Rights of Others

The Clearinghouse respects the intellectual property of others, and we ask you to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display, or public performance of copyrighted works constitutes an infringement of the copyright owners' rights. As a condition to your use of Myhub, you agree not to use the Services to infringe the intellectual property rights of others in any way. The Clearinghouse reserves the right to terminate your account, and block access to the Services if you infringe the copyrights, or other intellectual property rights, of others, in its sole discretion, whether or not there is any repeat infringement, with or without notice, and without any liability to you. Notwithstanding the foregoing, in the event that you believe in good faith that a notice of copyright infringement has been wrongly filed against you, please contact the Clearinghouse.

By submitting content to Myhub, including by linking an account with a third party to transfer content to Myhub, you grant the Clearinghouse a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such content through Myhub. You represent and warrant that you have the right to grant, or that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant such license. The Clearinghouse reserves the right to refuse to accept, post, display or transmit any content in its sole discretion.

Use with Your Mobile Device

Use of these Services may be available through a compatible mobile device, the Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and

telecommunications provider. THE CLEARINGHOUSE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

Access and Interference

You agree that you will not:

1. Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without the Clearinghouse's express written consent, which may be withheld in the Clearinghouse's sole discretion;
2. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Google Chrome);
3. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services;
4. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services, except to the extent that such restriction is expressly prohibited by law;
5. Attempt to gain an unauthorized access to any portion of the Services; or
6. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict the use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; or delete the copyright and other proprietary rights notices on the Services.

If you become aware of any unauthorized use of your Myhub account or the Services, you agree to notify the Clearinghouse immediately at InformationSecurity@studentclearinghouse.org.

Disclaimer of Representations and Warranties

THE MYHUB WEBSITE, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICES OR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE CLEARINGHOUSE, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE MYHUB WEBSITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER THE CLEARINGHOUSE NOR ITS SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE MYHUB WEBSITE OR OF THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLEARINGHOUSE SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE MYHUB WEBSITE, YOUR USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF THE CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE CLEARINGHOUSE'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

Your Indemnification of the Clearinghouse

You shall defend, indemnify and hold harmless the Clearinghouse and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Myhub website or your use of the Services.

Closing Your Account

This Agreement will continue to apply until terminated by either you or the Clearinghouse (or any of the Clearinghouse's affiliate/subsidiary) as set out below. If you want to terminate this legal agreement for the Services, you may delete your Myhub account. IF YOU DELETE YOUR MYHUB ACCOUNT, THE CLEARINGHOUSE WILL STILL HAVE ACCESS TO YOUR EDUCATION RECORDS UNDER CONTRACT(S) WITH YOUR INSTITUTION(S). The Clearinghouse may at any time, terminate its Agreement with you and access to the Services, while reserving all rights to enforce any terms in the Agreement:

1. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
2. if the Clearinghouse in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
3. for any reason and at any time with or without notice to you; or
4. immediately upon notice, to the e-mail address provided by you as part of setting up your Myhub account. You acknowledge and agree that the Clearinghouse may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. IF YOUR ACCOUNT IS DELETED, YOU WILL STILL BE ABLE TO REVIEW YOUR EDUCATIONAL RECORDS AS WELL AS ANY ACCESS TO THOSE RECORDS BY CONTACTING YOUR INSTITUTION(S). Further, you agree that the Clearinghouse shall not be liable to you or any third party for any termination of your access to the Services.

Modifications

The Clearinghouse reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Myhub website or Services with or without notice. The Clearinghouse reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that the Clearinghouse shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services. The Clearinghouse may modify this Agreement from time to time, and the terms shall be enforceable in perpetuity, even if you close our account. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Myhub website. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

Claims Resolution

Arbitration

Upon your acceptance of this Agreement, you or we may elect to resolve any and all claims regarding any transaction you have with us or service that we provide to you by individual arbitration before a neutral arbitrator. If arbitration is chosen, neither you nor we will have the right to litigate those claims in court. Further, with respect to any claim subject to arbitration, you and we **will not have the right to participate in a representative or private attorney general capacity or as a member of a class**. The arbitrator's decisions are as enforceable as a court order and are subject to limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. **Other rights you or we would have in court may also not be available in arbitration, including that discovery may be limited.**

Initiating Arbitration

In order to begin arbitration, you or we must first submit a claim. Claims will be referred to either JAMS or AAA ("Provider"), as selected by the party choosing arbitration. If we choose a Provider, you may select the other within 30 days after receiving notice of our selection. You or we may contact the Provider to begin an arbitration or to obtain additional information. However, claims also may be referred to an arbitration organization other than a Provider if you and we agree in writing to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is brought on an individual basis and is pending only in that court. Claims will be resolved pursuant to this arbitration agreement ("Agreement") and the Provider's rules in effect when the claim is filed, except where those rules conflict with this Agreement. An arbitration award and any judgment confirming the award will apply only to your specific case. An award or judgment cannot be used in any other case except to enforce the award.

Exceptions to Arbitration

If you or we elect to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action, representative or private attorney general basis. Further, there will be no right for you or us to be involved in claims brought in court in a purported representative capacity on behalf of the general public, on behalf of a private attorney general or in any way regarding other persons similarly situated. The arbitrator's authority is limited to claims only between you and us. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the *Exceptions to Arbitration*. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Exceptions to Arbitration* is deemed invalid or unenforceable, then the entire Agreement (other than this sentence) will not apply.

Arbitration Procedures

This Agreement is governed by the FAA. The arbitrator will apply governing substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery, unless you or we agree in writing to do so. Subject to the *Exceptions to Arbitration*, the arbitrator may award any relief available in court, including that the arbitrator may award injunctive relief in favor of the party seeking relief. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted by written submissions, through a telephonic hearing or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA. However, any party will have 30 days to appeal the award by sending written notice to the Provider and all parties. After receiving timely notice, the Provider will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision to which a party objects.

Arbitration Fees

You will be responsible for paying your share of any **arbitration fees** (such as filing, administrative and hearing fees), but only up to the amount of the filing fees you would have paid if you had brought a claim in court. We will pay any additional arbitration fees. At your written request, we will consider making a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator awards you an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but not less than \$1,000; and (2) any reasonable attorneys' fees, costs, expert fees and other witness fees.

Your Right to Reject Arbitration

You may reject this Agreement by sending a written rejection notice to us at: National Student Clearinghouse, Attn: Legal, 2300 Dulles Station Boulevard, Suite 220, Herndon, VA, 20171. Go to Arbitration Rejection Notice for a sample rejection notice. Your rejection notice must be mailed within 45 days after your acceptance of these Term and Conditions and must state that you reject the Agreement and include your name, address, and personal signature. No one may sign the rejection notice for you. If your rejection notice complies with these requirements, this Agreement will not apply with respect to any of your transactions with us or services that we provide to you.

Continuation

If any portion of this Claims Resolution section, except as otherwise provided in the *Exceptions to Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Governing Law

All rights and obligations under this Agreement shall be interpreted, governed, and enforced under the laws of Virginia, without giving effect to its choice or conflicts of law provisions.

Other Clearinghouse Products and Services

The terms and conditions that apply to your access and use of the Clearinghouse's other products, services, and websites, including studentclearinghouse.org and including your use of such products, services, and websites when accessed through the Myhub platform, are provided at <https://studentclearinghouse.org/terms-of-use>.