

# **Terms of Use**

Thank you for your interest in and use of our products and services, and the content contained therein ("Content"). The Georgia Student Finance Authority/Georgia Student Finance Commission/Georgia Higher Education Assistance Corporation ("GSFA", "we", "us", or "our") provide this Content to you ("you" or "your") subject to the terms contained in this Terms of Use ("Agreement"). This Agreement is a binding legal agreement between you and GSFA. Please read the terms and conditions of this Agreement carefully before accessing our Content.

## **Acceptance of Terms**

By using GAfutures.org in any way, you agree to the following terms and conditions. Unless we expressly provide otherwise, these Terms of Use incorporate and to the extent of any inconsistency, supersede any other terms associated with the files and software applications available on GAfutures.org. If you do not accept these Terms of Use, you may not access or use this site.

## **Privacy**

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use GAfutures.org to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy and to use it to help you make informed decisions.

#### Safety

We do our best to keep GAfutures.org safe, but we cannot guarantee it. We need your help, which includes the following commitments by you:

- 1. You will not upload viruses or other malicious code.
- 2. You will not solicit login information or access an account belonging to anyone else.
- 3. You will not use this site to do anything unlawful.
- 4. You will not do anything that could disable, overburden or appearance of this site, such as denial of service attack or interference with page rendering or other functionality.
- 5. You will not facilitate or encourage any violations of this Agreement or our policies.



## **Registration and Account Security**

Here are some commitments you make to us relating to registering and maintaining the security of your account:

- 1. You will not provide any false personal information, or create an account for anyone other than yourself without permission.
- 2. You will not create more than one personal account.
- 3. If we disable your account, you will not create another one without our permission.
- 4. You will keep your contact information accurate and up-to-date.
- 5. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- 6. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you regarding your account or use of this site.

## **Third Party Websites**

We may provide links to other websites controlled or offered by third parties ("Linked Website"). These links are offered for student loan and transaction and informational purposes only. Our inclusion of a link to a Linked Website does not imply approval or endorsement of the Linked Website or any products or services offered on a Linked Website. We are not responsible for the content, accuracy, reliability or opinions expressed in a Linked Website. We have not investigated or monitored the Linked Website for accuracy or completeness. The Linked Website may have different privacy policies and security standards from ours. We are not responsible if any terms shown on GAfutures.org differ from those shown on the Linked Website.

## **Ownership/Use of Content**

The content included on GAfutures.org, including but not limited to, trademarks, service marks, text, graphics, logos, button icons, images, audio clips, trade names, domain names and software (collectively "Content") and the collection, arrangement and assembly of the Content located on this site is our property or the property of others (where indicated). Any use of this Content without our express written permission is strictly prohibited.

#### **Amendments**

We will notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our services. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on this page; if there is a major change in the Terms of Use, it may be noted on the home page for your review. Your continued use of our services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.



#### **Termination**

If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of this site to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all cases of termination, the provisions of this Terms of Use shall still apply.

#### **Disclaimers of Warranty and Limitations of Liability**

You agree that your use of GAfutures.org and its Content is at your sole risk. GAfutures.org, its Content, and any services are provided "as-is", and the use of this site and any Content provided by this site (including Third-Party Information, products, and content) are done at your sole risk. We do not warrant that this site is free from error or interruption.

WE ARE NOT LIABLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, OPPORTUNITY, PROFIT OR DATA, WHETHER ARISING FROM OR RELATED TO ANY ACTION IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, WHICH MAY RESULT FROM THE USE OF GAFUTURES.ORG OR THE CONTENT 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 THE SITE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

#### Other

- 1. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.
- 2. If we fail to enforce any of these Terms, it will not be considered a waiver.
- 3. Any amendment or waiver of these Terms must be made in writing and signed by us.
- 4. Nothing in these Terms shall prevent us from complying with the law, including but not limited to, the Georgia Open Records Act.
- 5. These terms do not confer any third party beneficiary rights.
- 6. We reserve all rights not expressly granted to you.
- 7. You will comply with all applicable laws when using our site.
- 8. By registering for or entering this site, you consent and submit to the exclusive jurisdiction and venue of the state or federal courts located in the State of Georgia.

## **Questions Regarding this Agreement**

If you have any questions regarding this Agreement, you may contact GSFC at 800.505.4732.