Step 1 Scholarship Search SMS Text Message Terms and Conditions

These SMS Text Message Terms and Conditions are applicable to Step 1 Scholarship Search [SM], owned by Iowa Student Loan Liquidity Corporation (ISL) d/b/a ISL Education Lending ("Step 1"). The terms and conditions apply to SMS text messages sent to you by Step 1, at your request (hereinafter referred to as "Text Messages"). The terms "you" and "your" as used in these terms and conditions refer to you as the customer. The terms "we" or "our" refer to Step 1.

1. By your use of the Text Messages, you certify that you have read and understand these terms and conditions, in addition to the Step 1 website terms and conditions, specifically including ISL's Online Privacy Policy (a copy of which can be found here: https://www.step1scholarships.org/online-policies/online-privacy-statement.aspx.)

2. Your wireless carrier's standard messaging and data rates apply to all Text Messages. We do not charge for sending or receiving any content through Text Message; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan and applicable rates. Additionally, your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

3. By signing up to receive Text Messages, you represent that you are 13 years of age or older and, if you are under the age of 18, you have obtained the legal consent of your parent, legal guardian, or account holder to sign up for Text Messages and that you agree to fulfill the obligations and to comply with the terms set forth herein and in our Privacy Policy, which both form legally binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts. To fully subscribe and receive Text Messages, you must reply to the initial message within 30 days from when that message is received.

4. You understand the frequency with which you receive Text Messages will depend on your subscriptions and account activities.

5. Data obtained from you in connection with the Text Messages may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide or may be provided through your wireless device. You agree that we may use this information to contact you and to provide the Text Messages that you request from us, and to otherwise operate, develop, and improve the Text Messages. Your wireless carrier and other service providers may also

collect data from your Text Message usage, and their practices are governed by their own policies and procedures. We will only use the information you provide through the Text Messages to transmit your text message or as otherwise described in these terms and conditions. Nonetheless, we reserve the right at all times to disclose any information received, gathered, or accessed through the Text Messages, as necessary, to satisfy and comply with any law, rules, guidelines, regulation, or governmental request, subpoena, hearing, or otherwise to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Text Messages, you agree to provide accurate, complete, and true information. We do not share, sell, or provide your mobile phone number or messaging consent data (opt-in / opt-out) to third parties or affiliates for marketing or promotional purposes.

6. The Text Messages as well as the content and materials received through the Text Messages are proprietary to us, and are for your personal, non-commercial use only. You may not damage, impair, interfere with, circumvent, modify, or disrupt the Text Messages or their functionality. You agree to use the Text Messages for their intended purpose, as set forth in these terms and conditions, and you agree not to violate any law, rule, or regulation with your use or access of the Text Messages.
7. Except as otherwise indicated, the Text Messages are available only in the United States and for United States issued numbers.
8. We reserve the right, in our discretion, to alter or modify these terms and conditions or any part thereof, or add or remove terms or conditions at any time, and such modifications, additions or deletions will be effective immediately upon posting.
9. If you have any questions, regarding these terms and conditions or the Text Messages, you can email Privacy@studentloan.org for additional information.
10. We may suspend or terminate the Text Messages offered to you if we believe you are in breach of our terms and conditions. Your Text Messages are also subject to termination in the event your wireless service terminates, is cancelled, or lapses for any reason. We may discontinue the Text Messages at any time.
11. You may terminate Text Messages by texting the word "STOP". We do not charge for help or info messages; however, your normal carrier rates apply.
12. For Text Message account assistance you can also text the word “CONTACT”. We do not charge for help or info messages; however, your normal carrier rates apply.

13. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

    YOUR USE OF THE TEXT MESSAGES IS AT YOUR OWN RISK. THE CONTENT AND INFORMATION MADE AVAILABLE THROUGH THE TEXT MESSAGES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. IF YOU ARE DISSATISFIED WITH THE TEXT MESSAGES OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE TEXT MESSAGES. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ISL AND AFFILIATED COMPANIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ISL AND ITS AFFILIATED COMPANIES DO NOT WARRANT THAT THE TEXT MESSAGES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE TEXT MESSAGES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ISL AND ITS AFFILIATED COMPANIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TEXT MESSAGES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

    IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

14. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

    TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL ISL OR ITS AFFILIATED COMPANIES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE TEXT MESSAGES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH

LIABILITY IS CLAIMED AND EVEN IF ISL OR ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

15. Any and all disputes, claims and controversies arising out of or in connection with your use of the Text Messages shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Iowa applicable to contracts made, entered into, and performed entirely therein, without giving effect to its conflict of laws provisions.