

Verification Services Terms

By using the services of National Student Clearinghouse, Requestor attests as follows:

ACCEPTABLE PURPOSES FOR PROFESSIONAL CERTIFICATION, DATES OF ATTENDANCE, ENROLLMENT OR DEGREE VERIFICATIONS

In order to be eligible to verify professional certifications, dates of attendance, enrollment, or degrees, Requestor certifies that:

1. The professional certification holder, current or former student ("Student") has applied for or received products, services, or employment that depends upon verification of a professional certification, dates of attendance, enrollment, and/or degree status; and
2. The Student must have represented the information to be verified **for this purpose** and consented to such verification in writing.

ELIGIBLE REQUESTORS FOR PROFESSIONAL CERTIFICATION, DATES OF ATTENDANCE, ENROLLMENT OR DEGREE VERIFICATIONS

In order to be an eligible Requestor for a professional certification, dates of attendance, enrollment or degree verification certificate (a "Certificate"), ONE of the following statements must be true. The Requestor, or the individual or entity on whose behalf the Requestor is acting, is:

1. An organization providing products or services based on an individual's status as an enrolled Student;
2. An employer seeking to verify professional certification, dates of attendance, enrollment or degree of an applicant or employee;
3. A lender, loan servicer, or guaranty agency;
4. A school, state or local educational authority; or
5. A Student who is requesting a Certificate regarding his or her own professional certification, dates of attendance, enrollment, or degree (a "Self-Verifier").

The Verification Services are not offered or intended for use by Self-Verifiers located in the European Union.

ACCEPTABLE USE OF VERIFICATIONS

- a. Except for Self-Verifiers, the Requestor agrees that it will not release, transfer, distribute, share or re-disclose any information that it has obtained from the Clearinghouse to any other entity or individual, whether for sale or free of charge, except to the individual or entity on whose behalf the Requestor is acting or the Student whose professional certification, dates of attendance, enrollment, degree, or was verified.** The Requestor agrees further that if it obtains a Certificate from the Clearinghouse under these Terms and Conditions on behalf of another entity (as a "Reseller"), it will release the Certificate to that other entity ("End User") subject to the condition that the other entity will not release, transfer, distribute, share, reuse or otherwise re-disclose any of the information obtained from the Clearinghouse to any other entity or individual, whether for sale or free of charge, except to the Student whose professional certification, dates of attendance, enrollment, or degree was verified. The Reseller further agrees that it will only release the Certificate to an End User that has a permissible purpose under Section 604 of the FCRA (15 U.S.C. § 1681b) of the Fair Credit Reporting Act ("FCRA") ("Permissible Purpose").
- b. For Self-Verifiers, the Self-Verifier agrees not to release, transfer, distribute, share, or re-disclose any information the Self-Verifier has obtained from the Clearinghouse to any other entity or individual, whether for sale or free of charge, for a Permissible Purpose as defined above.**

CERTIFICATION FOR RESELLERS

For a Requestor that is a Reseller, the Reseller certifies that it has implemented reasonable processes and procedures to credential its End Users. These procedures shall include, at a minimum:

1. Ensuring that the End User is a verified entity that is permitted to do business for the Permissible Purpose for which the Certificate is provided.
2. Requestor has verified that any individuals accessing the Certificate are associated with the End User and have a legitimate need to access the data for the Permissible Purpose for which the Certificate is provided.
3. If Requestor is requesting a Certificate for an employment purpose, Requestor agrees that it will not provide a Certificate unless:
 - a. A clear and conspicuous disclosure is first made in writing to the individual whose Certificate is being requested that consists solely of the disclosure that a consumer report may be obtained for an employment purpose;
 - b. The individual whose Certificate is being requested has authorized in writing the procurement of the Certificate; and
 - c. The Certificate requested for employment purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

CERTIFICATION FOR EMPLOYMENT PURPOSES

1. . If the Certificate that the Requestor obtains is to be used for an employment purpose, Requestor certifies that prior to obtaining or causing a Certificate to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the Student explaining that a Certificate may be obtained for employment purposes. Such disclosure satisfied all requirements identified in the FCRA. Requestor also attests that the Student has authorized, in writing, the obtaining of the Certificate by Requestor. Requestor attests that it also has provided the Student with any additional notices or disclosures required under applicable state and local law. Requestor understands that Clearinghouse will not initiate a Certificate for employment purposes in the absence of a written authorization. Requestor attests that each time it orders a Certificate through any means whatsoever, it is reaffirming the above attestations.
2. . Prior to taking adverse employment action based in whole or in part on the Certificate provided by the Clearinghouse, Requestor will provide to the Student: (1) a copy of the Certificate, and (2) a description, in writing, of the rights of the Student entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, Requestor will issue to the Student notice of the adverse action taken, including the statutorily required notices identified in the FCRA and under state law.

LEGAL NOTICES

Requestor hereby acknowledges that it has reviewed a copy of the [Summary of Your Rights under the Fair Credit Reporting Act \(12 C.F.R. Part 1022, Appendix K\)](#) and/or [Notice to Users of Consumer Reports \(Notice to Furnishers of Information \(12 C.F.R. Part 1022, Appendix N\)\)](#), as applicable.

WARRANTIES AND DISCLAIMERS

The Clearinghouse warrants that under the Terms and Conditions, it releases only information provided by the Record Source.

The term "Record Source" as used herein refers to the following:

- For US educational institution records: the college or university supplying the record to the Clearinghouse.
- For US Professional Certifications: the certification agency supplying the professional certification record to the Clearinghouse.

The Clearinghouse does not warrant or guarantee the completeness, accuracy or reliability of information provided by the Record Source 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 the Record Source, including direct, indirect, incidental, special, or consequential damages resulting from the use of information provided by the Record Source and verified or released by the Clearinghouse under the Terms and Conditions.

PAYMENT

The Requestor agrees to pay the appropriate transaction fee and otherwise accept these Terms and Conditions which will form a binding agreement between the Clearinghouse and Requestor.

GENERAL TERMS OF SERVICE

The Clearinghouse agrees to provide a timely response to each verification request solely based exclusively on data provided by the Record Source. The Clearinghouse will not release any professional certification, dates of attendance, enrollment or degree information, and will consult with or refer a request to the Record Source, if: (1) the information may not be released under the Family Educational Rights and Privacy Act (FERPA), (2) requested by the Record Source, or (3) the Clearinghouse is unable to identify the requested professional certification, dates of attendance degree or enrollment record. The Clearinghouse agrees to institute and maintain reasonable procedures and controls to ensure the integrity and security of its database and data transmission systems, including the security of credit card numbers and all other data submitted by the Requestor. The Requestor acknowledges and agrees that the Clearinghouse maintains a detailed record of each verification request that is attempted or completed ("Request Record") and makes the Request Record available to the individual Student or to the Record Source for review. Such Request Record includes all information submitted by the Requestor exclusive of credit card information.

Both parties agree to comply with all applicable laws and regulations governing the activities and services provided under these Terms and Conditions, including but not limited to FERPA and the FCRA as applicable, and other applicable laws concerning the privacy and confidentiality of information and records.

The Clearinghouse and the Requestor agree that all rights and obligations under these Terms and Conditions constitute an Agreement which will be interpreted, governed and enforced under the laws of Virginia, without giving effect to its choice or conflicts of law provisions.

DATA PROTECTION (applicable only to Requestors who are not Self-Verifiers)

1. General
 - a. For the purposes of this section, the terms, "controller", "data subject", "personal data", "personal data breach", "processor" and "process" will have the meaning given to them by the General Data Protection Regulation ("GDPR"). "Data Protection Laws" means the GDPR and any applicable European Union ("EU") or EU Member State law relating to data protection or the privacy of individuals. "EEA" means the European Economic Area, Switzerland, and once the United Kingdom leaves the European Union, the United Kingdom.
 - b. The "C-to-P Transfer Clauses" shall mean those Standard Contractual Clauses as approved by the European Commission for the transfer of personal data of individuals in the EU from controllers located in the EU to processors located outside of the EEA. Such C-to-P Transfer Clauses are hereby incorporated into these terms and conditions by reference.
 - c. For the purposes of providing the Services to Requestor, the Clearinghouse may have access to, or be provided with personal data that is subject to Data Protection Laws ("European Personal Data") and in relation to which the Requestor and the Clearinghouse

are subject to certain obligations. This section is designed to help ensure that both the Requestor and the Clearinghouse comply with their obligations relating to European Personal Data.

- d. The subject matter of the data processing is the provision of the Services as set forth in these Terms and Conditions; the processing will be carried out in a timely manner in response to individual requests submitted through this website. These Terms and Conditions set forth the nature and purpose of the processing, the types of European Personal Data the Clearinghouse processes on the Requestor's behalf, and the categories of data subjects whose personal data is processed.

2. Data Protection

- a. The Requestor will be the controller and the Clearinghouse will be the processor regarding the European Personal Data processed by the Clearinghouse on the Requestor's behalf.
- b. The Clearinghouse will, and procure that its employees and agents will, only process European Personal Data in accordance with the Terms and Conditions and documented instructions received from the Requestor. If the Clearinghouse is required by law to process European Personal Data other than as instructed by the Requestor, it will notify the Requestor before such processing occurs, unless the law requiring such processing prohibits the Clearinghouse from notifying the Requestor on an important ground of public interest, in which case it will notify the Requestor as soon as that law permits it to do so.
- c. The Clearinghouse will implement appropriate technical and organizational security measures to provide a level of security appropriate to the risks that are presented by the processing and the nature of the European Personal Data to be protected. In case of a personal data breach which may affect European Personal Data, the Clearinghouse will notify the Requestor without undue delay upon becoming aware of the personal data breach.
- d. The Clearinghouse will (1) inform its personnel who have access to European Personal Data of the confidential nature of the European Personal Data and require them to keep such European Personal Data confidential; and (2) make aware such personnel of the Clearinghouse's duties and their personal duties and obligations under these Terms and Conditions.
- e. The Clearinghouse will use commercially reasonable efforts to: (1) assist the Requestor with the fulfillment of the Requestor's obligation to respond to requests for exercising data subjects' rights as set out in Data Protection Laws; (2) assist the Requestor in complying with Data Protection Laws, including to carry out privacy impact assessments and to consult with regulators regarding processing which is the subject of a privacy impact assessment; (3) make available all information necessary to demonstrate compliance with Data Protection Laws; (4) allow for and contribute to audits, including inspections and information requests, conducted by the Requestor or an auditor mandated by the Requestor. The Clearinghouse will promptly notify the Requestor about any instruction from the Requestor which, in its opinion infringes Data Protection Laws.
- f. The Clearinghouse will delete all European Personal Data upon request from the Requestor or when it is no longer necessary to perform the Services and will delete all existing copies unless otherwise prohibited by European Union or Member State law.
- g. The Clearinghouse may subcontract any of its processing operations under the Terms and Conditions, provided that the subcontractor is subject to a written agreement which imposes substantially the same data protection obligations on that subcontractor as are imposed on the Clearinghouse under the Terms and Conditions. The Clearinghouse will remain fully liable to the Requestor for any subcontractors' processing of European Personal Data under the Terms and Conditions.
- h. The Clearinghouse agrees to comply with the C-to-P Transfer Clauses whereby the Requestor will be regarded as the Data Exporter and the Clearinghouse will be regarded as the Data Importer.
- i. To the extent that any sub-processor engaged by the Clearinghouse is located in a country outside the EEA which has not been recognized by the European Commission as offering an adequate level of protection for Personal Data transferred to it from the EEA, the Clearinghouse will assist the Requestor to adduce an adequate level of protection for

the Personal Data as required by Data Protection Laws by entering into the C-to-P Transfer Clauses with the sub-contractor on the Requestor's behalf whereby the sub-processor will be regarded as the data importer and the Clearinghouse will act as agent for the Requestor as the data exporter. For the purposes of this Clause 2(i), the Requestor hereby appoints the Clearinghouse as its agent to enter into the C-to-P Transfer Clauses with the sub-processor on the Requestor's behalf.

- j. For the purposes of the C-to-P Transfer Clauses, the following additional provisions shall apply:
- i. Acceptance of these Terms and Conditions shall be considered as signature to the C-to-P Transfer Clauses;
 - ii. The Clearinghouse agrees to observe the terms of the C-to-P Transfer Clauses without modification;
 - iii. The governing law in clause 9 of the C-to-P Transfer Clauses shall be the law of the EEA Member State in which the Requestor is established (as Data Exporter), unless the Requestor is established outside the EEA, in which case the governing law is the EEA Member State from which the personal data is transferred;
 - iv. If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the C-to-P Transfer Clauses as separate documents setting out the proposed transfers of personal data in such manner as may be required; and
 - v. In the event of inconsistencies between the provisions of the C-to-P Transfer Clauses and these Terms and Conditions or other agreements between the parties with regard to the Services, the C-to-P Transfer Clauses shall take precedence. The Terms and Conditions and this section shall not vary the C-to-P Transfer Clauses in any way.
- k. In the event that the C-to-P Transfer Clauses are amended, replaced or repealed by the European Commission or under Data Protection Laws, the Parties shall work together in good faith to enter into any updated version of the C-to-P Transfer Clauses or negotiate in good faith a solution to enable a transfer of European Personal Data to be conducted in compliance with Data Protection Laws.
- l. The Requestor shall be entitled, at no cost to itself, to suspend, or require the Clearinghouse to suspend, any transfers of European Personal Data which do not comply or which cease to comply with the provisions of this section.
- m. Each party shall perform its obligations under this section at its own cost.

CLAIMS RESOLUTION

Arbitration

Upon your acceptance of these Terms and Conditions of Use ("Terms and Conditions"), 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 www.studentclearinghouse.org/reject for a sample rejection notice. Your rejection notice must be

mailed within 45 days after your acceptance of these Terms 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

Virginia law and federal law govern the Terms and Conditions, including the Agreement. Such laws govern without regard to principles of conflicts of law. We are located in Virginia, and have entered into the Terms and Conditions with you in Virginia.