

**Account Agreement**  
**(for Student Accounts)**

**TuitionFit.org**

**PLEASE READ THIS ACCOUNT AGREEMENT  
CAREFULLY BEFORE USING YOUR ACCOUNT**

**This Account Agreement may have been amended since the last time you used the  
Services or Application.**

Effective: May 23, 2019

1. CONTRACTUAL RELATIONSHIP

(a) This Account Agreement ("Agreement") governs your access and use of any Application (defined below) and Student Data (defined below), and the tuitionfit.org website, and related websites, mobile sites, applications, content, and products and services (the "Services") for which MC4L requires you to have an Account (defined below) to access or use, each as owned and operated by MC4L, LLC, dba TuitionFit, or any parent, subsidiary, or affiliate thereof (collectively, "MC4L"). PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND MC4L.

(b) By registering a user account ("Account"), you consent to be bound by this Agreement. If you do not agree to this Agreement, you may not register an Account. This Agreement (and the Privacy Policy and Terms of Use incorporated herein) expressly supersedes prior agreements or arrangements with you related to the subject matter hereof (provided that any agreement or contract pertaining to a specific MC4L product or service, such as a License Agreement, may be in effect in parallel with this Agreement). Account registration is limited to persons located in the United States and its territories and possessions.

(c) In addition to the terms of this Agreement, your access to and use of the Services are governed by the Terms of Use located at [tuitionfit.org/terms](http://tuitionfit.org/terms) (the "Terms of Use"). The Terms of Use are incorporated into and made a part of this Agreement. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings as defined in the Terms of Use. This Agreement is an "Account Agreement" as defined in the Terms of Use. Our liability from or arising out of this Agreement or any breach hereof is subject to the general limits of liability stated in the Terms of Use.

(d) MC4L's collection, use, and sharing of personal information in connection with the Services is described herein and in MC4L's privacy policy ("Privacy Policy") located at [tuitionfit.org/privacy](http://tuitionfit.org/privacy), which is incorporated by reference into this Agreement. In addition to the collection, use, sharing and disclosure of your personal information as described in the Privacy Policy, Section 4 of this Agreement describes additional information of yours or third parties we may collect, how we may use it, and with whom we may share or disclose it

(e) MC4L may immediately terminate this Agreement with you (and terminate your Account), or terminate your access to the Services or your Account, or may generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. MC4L may amend this Agreement from time to time. Amendments will be effective upon MC4L's posting of such updated Agreement at this location. Your continued use of your Account after such posting confirms your consent to be bound by this Agreement, as amended.

## 2. ACCOUNT HOLDERS AND STUDENTS

(a) This Agreement governs two types of Accounts: Direct Student Account and Indirect Student Accounts. When we refer to "students" in this Agreement, we are generally referring to college applicants, whether or not they are currently enrolled as a student, unless the context indicates otherwise.

(b) A "Direct Student Account" is an Account registered to a single student, and used only by and for that student. For this type of Account, the person who registers the Account is referred to in this Agreement as "you" or "Account Holder", and also as the "Student." For clarity, in this type of Account, the Account Holder submits Student Data to the Service only for him or herself.

(c) An "Indirect Student Account" is an Account registered to a person who is not a student (such as a parent, counselor, or search professional). In this type of Account, the Account Holder uses the Service on behalf of, or for the benefit of, or otherwise deals with the information and data about or originating from, one or more students with whom the Account Holder has a legitimate and bona fide family, academic, or commercial relationship. For this type of Account, the person who registers the Account is referred to in this Agreement as "you" or "Account Holder", and each student whose information is entered or otherwise transferred or handled via that Account is referred to as a "Student."

## 3. OWNERSHIP AND LICENSE

(a) Pursuant to this Agreement you are subscribing to use MC4L's products and services on a software-as-a-service basis, whether through a website or through a mobile or similar application (collectively, the "Application"), which allows you to access and use certain of MC4L's data and information (the "Student Data"). Student Data includes, without limitation, student financial aid information, demographics, and other data and information about students, as available from or provided by MC4L from time to time in its discretion (subject to any commitment made by MC4L in a License Agreement or the terms of your subscription).

(b) Subject to the terms and conditions of this Agreement, MC4L hereby grants you, solely during the applicable Subscription Term (defined below), a non-exclusive, non-transferable, non-sublicensable license and right to access and use the Application on a software-as-a-service basis (the "Application License"), solely for your personal purposes, and solely using the Services through an Account provided by MC4L. The Application License is only for runtime access to executable, object code format, and you agree that you have no rights to any source code or to any local installation of the Application, except as expressly permitted by MC4L (such as when the Application may be accessed through a mobile app). The Application License grant is subject to your payment in full of all applicable fees and charges pursuant to this Agreement.

(c) Subject to the terms and conditions of this Agreement, MC4L hereby grants you, solely during the applicable Subscription Term, a non-exclusive, non-transferable, non-sublicensable license and right to access and use that portion of the Student Data which MC4L's website, mobile app, or other terms of the applicable Account (or as applicable License Agreement) expressly specifies as being accessible via that Account type or subscription level (the "Student Data License"), solely for your personal purposes, and solely using the Application and the Services through an Account provided by MC4L. The Student Data License grant is subject to your payment in full of all applicable fees and charges pursuant to this Agreement. For clarity, different Account levels provide access to different portions or amounts of Student Data, as specified by MC4L, and your Student Data License is limited to access and use of such portions.

(d) MC4L reserves the right to revoke access to the Application or Student Data at any time, and to modify the Application or Student Data, restrict its use, change how it is accessed or used, or otherwise make any other changes with respect to the Application or Student Data or its use from time to time as MC4L may determine in our sole discretion, provided that if MC4L discontinues your access to Student Data without a breach by you of this Agreement or the Terms

of Use (and/or License Agreement, as applicable), you may have a right to a refund of a prorated portion of fees paid for any unfulfilled Account or Student Data License subscription period, as reasonably determined by MC4L.

(e) MC4L owns, or licenses from third parties, all intellectual property and other rights inherent in or relating to the Application and Student Data, which includes without limitation all copyright, patent rights, personality rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how), personal academic, demographic, or financial information, and all rights other than those expressly granted by this Agreement, and the foregoing rights in and to any Student Data resulting or derived from use of the Application and the Student Data. The Application and Student Data are licensed, and not sold, to you, subject to the terms of this Agreement.

(f) Except for the license to the Application and Student Data granted to you in this Section 3, no other rights or licenses in or to any other data or information owned or licensed by MC4L are granted to you unless otherwise agreed in writing, including any personal information that we collect as described in the Privacy Policy which is not included in the Student Data.

#### 4. PRIVACY; ADDITIONAL INFORMATION COLLECTED, USED, SHARED AND DISCLOSED

(a) In addition to the information described in the Privacy Policy, we collect, use, share and disclose other information you submit to us (using the Services or otherwise). The information herein is non-exclusive, as other information may be collected with your permission as otherwise provided through the Service or the Application.

##### (b) Collection:

(i) We collect the Account Holder's email, password, first and last name, and the Account Holder's role (such as applicant, parent, counselor, or search professional).

(ii) We collect information on each Student, including first name, middle initial, last name, address, city, state, zip, sex, race/ethnicity, parents'/guardians' college experience, expected family contribution (EFC) from the Free Application for Federal Student Aid, high school name and type, ACT composite score, SAT combined score, unweighted high school GPA, college GPA if applicable, sports or performing arts in which they plan to participate, major that must be offered for them to attend school, names of schools they will apply to and whether full or part-time.

(iii) If a Student's financial aid award letter or other admission offer letter is submitted, we collect the name of educational institution the offer is from, the date the Student submitted an application to the institution, the Student's ranking of the school before receiving the applicable letters, and the Student's projected likelihood of accepting the offer after seeing the price.

##### (c) Use:

(i) We use students' personal information to provide our products and services to other students, colleges and other educational institutions, users, and our business partners.

(ii) If a student's financial aid award letter is submitted, we may use the information in that letter to calculate financial information about each college or other educational institution, such as the price to pay now (that is, the sticker price less grants and loans), the loan amount, and non-renewable awards.

(iii) We may use student demographic, financial, and academic information to show financial aid award letters and other Student Data to similar students.

(d) Sharing and Disclosure: MC4L shares the following information with other users of the Services and Application, and business partners of MC4L, and may otherwise share this information with third parties for commercial and other purposes:

(i) A Student's home state, sex, ACT or SAT score, high school GPA, college GPA if applicable, EFC (expected family contribution from FAFSA), and major, sports or performing arts listed by the Student.

(ii) If you submit a tuition offer, financial aid award letter, and/or related materials, that information, including the name of the educational institution (with the student's name, address, id numbers redacted), may be shared with educational institutions and other students, and the student's ranking of the institution may be shared with educational institutions.

(e) Choices: During the registration process, students have the option (on an opt-in basis) of allowing colleges to invite the student to contact them. A Student may opt out of receiving direct message from colleges by contacting MC4L at support@tuitionfit.org (or in the case of an Indirect Student Account, the Student must contact the Account Holder in order to effect this choice).

(f) Deletion: A Student may request deletion of his or her personal information at any time by contacting us at privacy@tuitionfit.org. Following such request, we will delete any information that we are not required to retain.

## 5. CONSENT TO ACCOUNT CREATION, USE OF STUDENT DATA AND OTHER INFORMATION

(a) Direct Student Accounts: you acknowledge and agree that you are registering an Account in order to access information about financial aid, tuition, and related financial and pricing information of various colleges and other educational institutions, which information has been submitted to MC4L by other students or their representatives. You acknowledge and agree that as part of your Account registration you are required to submit to MC4L certain personal and financial data and information about you (including without limitation your data and information which is included in or used in the development of the Student Data), which we will use, share, and disclose as described in the Privacy Policy and Section 4 of this Agreement. You further represent, warrant, and agree that, if you are less than 18 years of age, your parents or legal guardians have consented to your Account registration, and your related duties and obligations under the Terms of Use, this Agreement, and the Privacy Policy as described herein and therein (including without limitation duties and obligations relating to your data and information which is included in or used in the development of the Student Data). Additionally, you acknowledge that MC4L may, upon request, require evidence of the foregoing parental or guardian consent (including by requiring a specific consent form provided by MC4L to be executed) and that your Account may be suspended or terminated if such evidence is not provided within the reasonable timeframe determined by MC4L.

(b) Indirect Student Accounts: You acknowledge and agree that you are registering for an Account in order to access, on behalf of and for the sole benefit of one or more students, certain financial aid, tuition, and related financial and pricing information, and other data and information, of various colleges and other educational institutions, which information has been submitted to MC4L by other students or their representatives. You acknowledge and agree that as part of your Account registration you will be required to submit to MC4L certain personal and financial data and information about those Students for whose benefit you are using the Account (including without limitation such student's data and information which is included in or used in the development of the Student Data), which we will use, share, and disclose as described in the Privacy Policy and Section 4 of this Agreement. You further represent, warrant, and agree that: each student whose data and information you provide to MC4L is 18 years old or older, has provided effective written consent for use, sharing, and disclosure of their data and information as described in the Privacy Policy and Section 4 of this Agreement (and otherwise herein and therein); and, with respect to each student who is less than 18 years of age, you have acquired effective written consent from such student's parents or legal guardians to the foregoing. Additionally, you acknowledge that MC4L may, upon request, require evidence of the foregoing student, parental or guardian consents (including by requiring a specific consent form provided by MC4L to be executed) and that your Account may be suspended or terminated if such evidence is not provided within the reasonable timeframe determined by MC4L.

(c) Without limitation, the above required consents include yours, and each applicable Student's (and their respective parents' or guardian's, as applicable), consent to: (i) personal and financial information being submitted to and included within MC4L's Application and Student Data; (ii) each financial aid award letter or acceptance letter being submitted to and included in MC4L's Application and Student Data; (iii) MC4L's use of student demographic, financial, and academic information to show financial aid award letters and other Student Data to similar students; (iv) colleges and other educational institutions, and other students, being able to see award letters and certain personal and financial information; (v) colleges and other educational institutions being able to use award letters and certain personal and financial information in order to invite the applicable student to communicate with such institution; and (vi) MC4L using personal and financial information for internal product development, in the aggregate for sales and research, and as described in the Privacy Policy and Section 4 of this Agreement.

(d) Each Consent is entirely voluntary, and may be withdrawn at any time by contacting us at [privacy@tuitionfit.org](mailto:privacy@tuitionfit.org) (subject to possible limitations on or termination of your Account).

## 6. YOUR RESPONSIBILITIES

(a) Except as expressly permitted in a License Agreement or the express terms of your Account subscription, you may not, and may not permit others to: (i) use your Account on any time-sharing or service bureau basis; (ii) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make available to any third party your Account, the Application or Student Data, or your Account's access to Student Data; (iii) change or remove the copyright or trademark notice included in or with the Application or Student Data; (iii) download (or scrape) the Student Data (except as the Application may expressly provide for such function), except for components thereof which may reside temporarily on your device which accesses the Application or Student Data as necessary for its use on a software-as-a-service basis; or (iv) frame or mirror the Student Data or any other content of the Application.

(b) You agree to cause all of your employees, contractors, and consultants who will have access to or use of the Application or Student Data under your Account to comply with the restrictions and other terms of use hereof and in the Terms of Use, and agree that any violation thereby shall be deemed a violation by you.

## 7. TERM AND TERMINATION

(a) The term of this Agreement ("Term") shall commence upon the creation of your Account and shall terminate on the earlier of (i) the date your Account is deleted and no longer functional or accessible, or (ii) the date on which MC4L reasonably determines that you have violated this Agreement, the Terms of Use, or any other obligation you hold to MC4L and has determined to terminate your Account, or (iii) the date on which MC4L otherwise has the right to terminate this Agreement as provided herein or in the Terms of Use. The Term does not necessarily determine the period of the Application License, the Student Data License, or the period of any other benefits applicable to an Account, which are governed by the Subscription Term(s) (defined below) applicable to your Account.

(b) The term of your rights under the Application License and the Student Data License, and to access any other feature or benefit which is not generally available to all Account Holders (the "Subscription Term"), shall commence on the respective first day of your subscription (and payment, as applicable) for the respective Services and benefit level as provided by MC4L on its website or through the Application (or other materials provided by MC4L specifying the same, "Product Details") and shall continue until and terminate upon, the earlier of (i) the date of expiration or termination of such subscription as provided under the Product Details or (ii) the expiration or other termination of the Term.

(c) Upon termination or expiration of the Subscription Term, you agree to immediately cease using the Application, cease to attempt to access the Application or Student Data via any

Account, and, except as otherwise provided in the Product Details or a License Agreement, destroy all copies of any Student Data, in your possession or under your control, including all related materials.

(d) Any provision of this Agreement which, by its nature, would be intended to be applicable following termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

## 8. MISCELLANEOUS

(a) Except as otherwise expressly permitted herein or in the Terms of Use, this Agreement is complete and is the exclusive representation of our agreement pertaining to the subject matter hereof. No oral or written information given by us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and you may not rely on any such oral or written information. This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

(b) We shall have the right to enforce this Agreement, or any term hereof, specifically, and to obtain equitable relief, including without limitation injunctive relief, in order to prevent any breach or threatened breach hereof, without posting of any bond or other security, in addition to any other remedy available. You agree that monetary relief would be an insufficient remedy and that your violation hereof would cause irreparable harm to us.

(c) This Agreement is governed by the laws in force in the State of Illinois, and shall be interpreted according to the internal laws of such State without reference to its conflicts of laws or choice of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be governed by the Terms of Use.

(d) You may not assign this Agreement without the prior written consent of MC4L. This Agreement will inure to the benefit of the successors and assigns of MC4L.

(e) If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted, and the remainder of this Agreement shall continue in full force and effect.