

## Abbreviated Disclaimers

Responses generated by SACHA are for general knowledge and informational purposes only and should not be considered professional advice. Responses generated by SACHA may not substitute for financial, tax, legal, and/or other professional advice or services. Always consult a qualified expert for such matters and do not rely on responses generated by SACHA without proper consultation and verification by you. It is important to be aware that SACHA may provide inaccurate information, and it is important for you to always verify the accuracy of any information provided to you. Responses generated by SACHA are not sponsored, endorsed, or reviewed by any government agency or entity.

Please avoid sharing personal, sensitive, and/or confidential information when using SACHA.

Your use of the Student Aid Chat Assistant is subject to the Terms of Use for the Student Aid Chat Assistant. Please read the Terms of Use carefully prior to usage, as you are legally bound to them.

### Terms of Use for the Student Aid Chat Assistant

Thank you and welcome to the Student Aid Chat Assistant (“SACHA”), which is being provided to you through a collaborative effort from entities wishing to provide reference information to you (“SACHA Providers”, “we”, “us”, or “our”). The following Terms of Use (“Terms”) govern your use of SACHA.

**BY ACCESSING, VIEWING, OR USING THE CONTENT, MATERIAL, OR SERVICES AVAILABLE ON OR THROUGH SACHA, OR PERMITTING ANY INDIVIDUAL TO ACCESS, VIEW, OR USE THE CONTENT, MATERIAL, OR SERVICES AVAILABLE ON OR THROUGH SACHA, ALL INDIVIDUALS AND LEGAL ENTITIES (“USER”, “YOU”, OR “YOUR”) AGREE TO BE BOUND BY THESE TERMS.**

**ANY INDIVIDUAL AGREEING TO BE BOUND BY THESE TERMS ON BEHALF OF A LEGAL ENTITY REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**WE MAY REVISE AND UPDATE THESE TERMS FROM TIME TO TIME IN OUR SOLE DISCRETION. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN WE POST THEM AND APPLY TO ALL ACCESS AND USE OF SACHA. YOUR CONTINUED USE OF SACHA FOLLOWING THE POSTING OF THE REVISED TERMS MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES. YOU ARE EXPECTED TO CHECK THIS PAGE FROM TIME TO TIME SO YOU ARE AWARE OF ANY CHANGES, AS THEY ARE BINDING ON YOU.**

**IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT USE SACHA. YOUR SOLE REMEDY FOR DISSATISFACTION WITH SACHA IS TO STOP USING THIS SERVICE.**

#### **1. SACHA RULES OF ENGAGEMENT**

**What you can do.** Subject to your compliance with these Terms, you may access, view, and use SACHA. In using SACHA, you must comply with all applicable laws.

**What you cannot do.** You may not use SACHA for any illegal, harmful, or abusive activity. For example, you may not:

- Use SACHA in a way that infringes, misappropriates or violates anyone’s rights.
- Modify, copy, lease, sell or distribute any of SACHA.
- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of SACHA.
- Automatically or programmatically extract data or Output (defined below).
- Represent that Output was human-generated when it was not.
- Interfere with or disrupt SACHA, including circumventing any restrictions or bypassing any protective measures or safety mitigations we put on SACHA.

**Third Party Services.** SACHA may include third party software, content, products, or services (“Third Party Services”) and some parts of SACHA may include output from those services (“Third Party Output”). Third Party Services and Third Party Output are subject to their own terms and rights, and we are not responsible for them.

**Feedback.** We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.

## **2. USER CONTENT, INPUT, OUTPUT, AND USAGE OBLIGATIONS**

**Your content.** You may provide input into SACHA (“Input”), and receive output from the SACHA based on the Input (“Output”). Input and Output are collectively “Content.” You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input into SACHA.

**Output for General Knowledge and Informational Purposes Only.** Output is for general knowledge and informational purposes only and should not be considered professional advice. Output may not substitute for financial, tax, legal, and/or other professional advice or services. Always consult a qualified expert for such matters and do not rely on Output without proper consultation and verification by you. It is important to be aware that SACHA may provide inaccurate information, and it is important for you to always verify the accuracy of any information provided to you. Output is not sponsored, endorsed, or reviewed by any government agency or entity.

**Similarity of content.** Due to the nature of SACHA and artificial intelligence generally, Output may not be unique and other users may receive similar Output from SACHA.

**Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, use of SACHA may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

**Usage Obligations.** When you use SACHA, you understand and agree:

- Output may not always be accurate. You should not rely on Output from our SACHA as a sole source of truth or factual information, or as a substitute for professional advice, including, without limitation, financial, tax, and/or legal advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review before using or sharing Output from SACHA.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- You must not provide any personal information, sensitive personal information, confidential information, and/or trade secrets to or on SACHA.
- SACHA may provide incomplete, incorrect, or offensive Output that does not represent the SACHA Providers' views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with the SACHA Providers.

### **3. TERMINATION AND SUSPENSION**

**Termination.** You are free to stop using SACHA at any time. We reserve the right to suspend or terminate your access to SACHA if we determine:

- You breached these Terms.
- We must do so to comply with applicable law.
- Your use of SACHA could cause risk or harm to the SACHA Providers, other users, or anyone else.

### **4. DISCONTINUATION OF SERVICES**

We may decide to discontinue SACHA at any time, for any reason, and in our sole and absolute discretion.

### **5. DISCLAIMER OF WARRANTIES**

SACHA AND ITS OUTPUT IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO SACHA AND ITS OUTPUT, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT SACHA OR ITS OUTPUT WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM SACHA IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE, INCLUDING, WITHOUT LIMITATION, FINANCIAL, TAX, AND/OR LEGAL ADVICE.

## **6. LIMITATION OF LIABILITY**

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR USE OF SACHA THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR TEN DOLLARS (\$10). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

ANY AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS OF SACHA PROVIDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

## **7. YOUR INDEMNITY, DEFENSE, AND RELEASE OBLIGATIONS**

You shall indemnify, defend, and hold harmless the SACHA Providers, their affiliates, and all of their officers, directors, employees, licensors, distributors, and/or contractors against and from all liabilities, claims, proceedings, suits, actions, demands, losses, expenses, damages, and costs (including, without limitation, reasonable attorney's fees and court costs) which arise and/or result from (1) your use of SACHA and its Content, (2) any breach of the Terms by you, (3) any violation of applicable law, rule, regulation, and/or order by you, and (4) any claim that your Input and/or your use of SACHA infringes any intellectual property, proprietary, privacy, and/or confidentiality rights of a third party.

## **8. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to these Terms and/or or the breach thereof, any usage of and/or activities on SACHA, and/or any Content contained from SACHA shall be resolved, in the applicable SACHA Provider's sole and absolute discretion, by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and shall be located near Alexandria, Virginia, or conducted remotely, upon sole discretion and/or election by the SACHA Provider. The arbitrator shall have the power to issue binding equitable and monetary relief. You and the applicable SACHA Provider(s) shall split equally the expenses and fees of the arbitrator, and the parties shall each bear their own legal expenses. Any arbitration award may be enforced in any court having jurisdiction over the other party.

## **9. COMPLIANCE WITH LAWS**

You agree that your usage of and/or any activities you engage in on SACHA shall be conducted in full compliance with all applicable laws, rules, regulations, and/or orders.

## **10. INTERNET SECURITY**

Access and usage of SACHA are provided at the sole and absolute discretion of the SACHA Providers. The SACHA Providers, within their sole and absolute discretion, may discontinue any and all users' access and usage of SACHA. There will be occasions when access to SACHA will be interrupted or unavailable. You agree that SACHA providers shall not be liable to you for any modification, suspension, unavailability or discontinuance of SACHA and its Content. You understand that the technical processing and transmission of any Content on SACHA may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from SACHA will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted via SACHA or the internet, including, for example, personal information such as your name or address. You agree that you will neither provide nor store any personal information, sensitive personal information, confidential information, and/or trade secrets on SACHA.

## **11. GENERAL TERMS**

**Assignment.** You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with SACHA.

**Changes to these Terms or SACHA.** In our sole and absolute discretion, we may continuously work to develop and improve SACHA. We may update these Terms or our SACHA accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing SACHA.
- To adapt to new technologies.
- Changes to better train SACHA and/or provide better Outputs from SACHA.

Your use of SACHA following any changes means that you agree to follow and be bound by the Terms as modified. You are expected to review the Terms from time to time so you are aware of any changes, as they are binding on you.

These Terms will take effect upon your access to or usage of SACHA. You may be blocked from using the site for failure to comply with the Terms and/or for any other reason whatsoever or for no reason.

**Delay in enforcing these Terms.** Our failure to enforce a provision is not a waiver of our right to do so later.

**Trade controls.** You must comply with all applicable trade laws, including sanctions and export control laws. SACHA may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under

applicable trade laws. SACHA may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government license for release or export.

**Entire agreement.** These Terms contain the entire agreement between you and the SACHA Providers regarding SACHA, Content, and your usage of SACHA, unless stated otherwise in writing by any SACHA Provider.

**Governing law.** Virginia law will govern these Terms except for its conflicts of laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of Alexandria, VA.