


[Home](#) > Terms of Use

Terms of Use

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By using the information, tools, features, software and functionality, including content, updates, and new releases provided by the Clearinghouse of the Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse one or more Websites), or as a "Customer" (which means that you have registered for an account with us to use any one of our Services or have placed an order through one of our Services). The term "you" or "User" refers to a Visitor or Customer. If you wish to become a Customer or want to make use of the Services, you must indicate your acceptance of this Agreement during the Customer registration process.

You may not use any of the Services and you may not accept this Agreement if you are not legally authorized to accept and be bound by the terms and conditions of this Agreement or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with the Clearinghouse.

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Financial Aid Services:

- Error Resolution
- CORA™ and iCORA™
- School Submission Schedule
- Enrollment Ad Hoc
- Gainful Employment
- Student Lookup
- Student Reporting

Verification Services:

- EnrollmentVerify™
- DegreeVerify™
- GradVerify™
- TransitionVerify™
- EnrollmentVerify Plus™
- GradVerify Plus™
- Dates of Attendance Verification
- School Providing Degree Ad Hoc
- School Responding to Degree Verifications

StudentTracker®:

- StudentTracker® for High Schools
- StudentTracker® for Outreach
- StudentTracker® for Colleges & Universities

EAM:

- Account Management
- Student Self-Service™

Transcript Services:

- Electronic Transcript Exchange™ and ETX™
- Transcript Ordering Center™
- Transcript Download Center
- SIS Service Operations

Myhub™

Any links to external websites provided on these Websites are for convenience only and do not constitute an endorsement. The Clearinghouse is not responsible for the privacy policies of these external websites.

Requestors of transcripts from the United States and Canada may request text message status updates be texted to their mobile device. Message and data rates may apply and up to 5 text messages may be received for each recipient order.

For help, text HELP to 54189. To cease text messages, text STOP to 54189. In Canada, Message STOP or HELP to 1-800-946-3646. Texting STOP will stop all text messages to the Opted-In mobile phone number for all existing transcript orders. Users will OPT-IN at the time of order and will receive a confirmation text for this request. T-Mobile is not liable for delayed or undelivered messages.

Restrictions on Log-in Information/Unauthorized Access Generally

In order to allow you to use certain Services, you may need to sign up for a Customer account with the Clearinghouse. We may verify your identity using a third-party identity proofing services ("Authentication Vendor"). You authorize any such Authentication Vendor and the Clearinghouse to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your social security number, requiring you to take steps to confirm ownership of your email address or phone number, and/or verifying the information you provide against third party databases or through other sources. If you do not provide this information or the Clearinghouse cannot verify your identity, we can refuse to allow you to use the Services.

If you become aware of any unauthorized use of your account information for any Services, you agree to notify the Clearinghouse immediately at privacy@studentclearinghouse.org.

If you believe that your account information or device that you use to access the Services has been lost or stolen or that someone is using your account without your permission, you must notify the Clearinghouse immediately in order to minimize your possible losses.

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Your right to access and use the Websites and Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Websites and Services for lawful purposes.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services, or Websites or other actions that the Clearinghouse, in its sole discretion, may elect to take. In no event will the Clearinghouse be liable to any party for any loss, cost, or damage that results from any

scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such Services, shall be for the Clearinghouse to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Service.

From time to time, the Clearinghouse may include new and/or updated pre-release features and trial use ("Beta Features") in Services for your use and which permit you to provide feedback. You understand and agree that your use of Beta Features is voluntary and the Clearinghouse is not obligated to provide you with any Beta Features. Furthermore, if you decide to use Beta Features, you agree to abide by any rules or restrictions the Clearinghouse may place on them. You understand that once you use the Beta Features, you may be unable to revert to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Features back to the earlier version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

Authentication

Use of Services may include access to sensitive personal information. Thus, we may use a third-party authentication vendor to verify your identity prior to granting you access to such sensitive personal information. During the registration of your account, you will be asked questions regarding your identity that our third-party authentication vendor has obtained from various data sources. The Clearinghouse reserves the right to reject access to Services for any reason whatsoever, including the inability to provide accurate information to our third-party authentication vendor.

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For certain Services, the Clearinghouse uses a third-party payment vendor to process payments. Our third-party payment vendor accepts payments through various credit cards, as detailed on the applicable payment screen. Any credit card information that is entered into any Clearinghouse Websites is not retained by the Clearinghouse, but is passed through to a secure third-party payment processor with whom the Clearinghouse contracts with in order to process payments. To the extent that you access external websites for the purpose of payment processing that may be accessible through or link off of the Clearinghouse Websites, those entities may have their own terms and conditions, privacy policies, data collection, and use and disclosure practices. You acknowledge and agree that the Clearinghouse is not responsible or liable, directly or indirectly, for the availability of such external websites or resources and does not endorse, and is not responsible for, any content, advertising, products, services or other materials on or available through such websites or resources.

Transcript Ordering

The following terms and conditions regarding your use of any transcript ordering/delivery Service are in addition to any requirements/obligations imposed by your school/educational institution that creates the transcript.

You may send your transcript(s) to a destination of your choosing using the Clearinghouse transcript ordering Services. Subject to the configuration of your school/educational institution, you may be eligible to request that your transcript be delivered via mail or electronically (each a "delivery method"). The fees applicable to ordering a transcript can be found on the transcript ordering page for your respective educational institution. Fees may vary for various reasons, including delivery method, school elections, and the contents of the delivery.

Disclaimer Regarding Accuracy of Information

The Clearinghouse warrants that under this Agreement it verifies, displays, or releases information as provided to it by educational institutions. THE CLEARINGHOUSE DOES NOT WARRANT OR GUARANTEE THE COMPLETENESS, ACCURACY OR RELIABILITY OF INFORMATION 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 educational institutions, including direct, indirect, incidental, special, or consequential damages resulting from the use of information provided by the educational institution and verified or released by the Clearinghouse under this Agreement.

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- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services;
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You shall defend, indemnify and hold harmless the Clearinghouse and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Websites or your use of the Services.

Modifications

The Clearinghouse reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Websites or Services with or without notice. The Clearinghouse reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that the Clearinghouse shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services. The Clearinghouse may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Websites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

Governing Law

Virginia law and federal law govern the Terms and Conditions, including the Agreement and Arbitration Agreement. Such laws govern without regard to principles of conflicts of law. We are located in Virginia, and by using the Websites and/or Clearinghouse's Services, you have agreed to be subject to Virginia law.

National Student Clearinghouse

2300 Dulles Station Blvd., Suite 220
Herndon, VA 20171



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