TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Agreement") set forth the terms and conditions that apply to your access and use of the National Student Clearinghouse website, online products, and services, including studentclearinghouse.org and its services (collectively, "Services") as owned and operated by National Student Clearinghouse and its subsidiary, the National Student Clearinghouse Research Center ("the Research Center"). National Student Clearinghouse and its subsidiary are collectively "the Clearinghouse" or "we."

As used in this Agreement, the term "Websites" includes all Services websites and pages that are associated or within each website and all devices, applications or services that the Clearinghouse operates. By accepting electronically (for example, clicking "I Agree"), accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement and the Clearinghouse’s Privacy Policy, as they may be amended from time to time in the future (see “Modifications” below). If you do not agree with this Agreement, then you may not use the Services.

Accepting the Terms

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 the studentclearinghouse.org website), 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.

Trademark and Branding

No reproduction, distribution, or transmission of the trademarked or copyrighted materials on this site is permitted without the permission of the Clearinghouse. Third parties are prohibited from “framing” or otherwise depicting or representing that the Clearinghouse’s Websites or their content have been created, endorsed, or approved by the Clearinghouse without the prior written approval of the Clearinghouse. Clearinghouse trademarks and service marks, including but not limited to, National Student Clearinghouse®, National Student Clearinghouse® Research Center™, Clearinghouse Academy®, Loan Locator®, Meteor®, The Nation’s Trusted Source for Degree and Enrollment Verification®, StudentTracker®, Student Educational Pathways Reports™, Transcript Ordering™, Trusted & Secure®, USA-Connect®, Nth Insights™, and NSC SecurePrint™ and their related design elements may not be used without written permission of an authorized representative of the Clearinghouse. The following software, accessible through this site, is the copyrighted property of National Student Clearinghouse:

Financial Aid Services:
- Error Resolution
- CORA™ and iCORA™

StudentTracker:
- StudentTracker® for High Schools

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

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.

Payment

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 Website 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.

Use with Your Mobile Device

Use of these Services may be available through a compatible mobile device, the Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider. THE CLEARINGHOUSE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO:

- The availability of telecommunication services from your provider and access to the services at any time or from any location;
- Any loss, damage, or other security intrusion of the telecommunication services; and
- Any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the services.

Access and Interference

You agree that you shall not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without the Clearinghouse’s express written consent, which may be withheld in the Clearinghouse’s sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Google Chrome);
- 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;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services, except to the extent that such restriction is expressly prohibited by law;
- Attempt to gain an unauthorized access to any portion of the Services; or
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; or delete the copyright and other proprietary rights notices on the Services.
Disclaimer of Representations and Warranties

THE WEBSITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICES OR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. THE CLEARINGHOUSE, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, “SUPPLIERS”) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER THE CLEARINGHOUSE NOR ITS SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE WEBSITES OR OF THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLEARINGHOUSE SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE WEBSITES, YOUR USE OF THE SERVICES, THE WEBSITES OR THIS AGREEMENT, EVEN IF THE CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE CLEARINGHOUSE’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF $500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

Your Indemnification of National Student Clearinghouse

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.
PRIVACY POLICY

Who is the Clearinghouse?

Each year, the nonprofit Clearinghouse provides hundreds of millions of dollars’ worth of free services to the education community by serving as a trusted agent to Title IV eligible, degree granting U.S. Higher Education institutions (“Participating Institutions) and performing research to help them meet their analytical needs. For more information on the Clearinghouse, please go to our About Us web page, and for information on the Clearinghouse’s commitment to the privacy and security of the education records it holds on behalf of Participating Institutions, please go to our Privacy Commitment web page.

How the Clearinghouse Receives Your Personally Identifiable Information

From Participating Institutions, Education Agencies and Other Education Authorities

The Clearinghouse collects education records, which include both Directory and Non-Directory Information, from Participating Institutions, education agencies, and other education authorities, under either the school official or directory information exceptions to Family Educational Rights and Privacy Act (FERPA). With this delegated authority, the Clearinghouse uses this data for enrollment reporting of Title IV schools to the National Student Loan Data System (NSLDS), verification of student enrollment and credentials earned, transcript services, course exchange and research.

From Your Use of Our Services/Website

We collect information about you directly from you, with your consent, when you provide us with an order for your transcript or use our other services (e.g., Verification Services or Myhub) and Websites. We may collect your name, date of birth, address, phone number(s), email address, and/or school information, as well as other account or user information, such as for information security reasons, that may be needed to provide our services. We do not store any credit card data provided by you to use our services. We may collect your attendance, enrollment, degree, certification or transcript information from the educational institution holding such information when you request services from the Clearinghouse. When you register for an account on our Myhub website, we may collect account information you knowingly provide to us from a third-party site or platform, such as social networking websites.

Unless required or authorized by law, the Clearinghouse will not collect or use personally identifiable information (“PII”) from your use of our Services and Websites for any purpose other than those identified in this Privacy Policy without obtaining further consent. For details on the type of information we collect via our website and on how we use and share this information, please refer to the PII Generated from Your Use of Our Websites section of this Privacy Policy.

From Loan Lenders, Holders, and Servicers

We receive nonpublic personal information from various lenders, holders, and servicers of student loans for the purpose of reporting on the enrollment status of borrowers on behalf of Participating Institutions. In compliance with the Gramm-Leach Bliley Act, we do not redisclose any nonpublic personal information we receive solely from any lenders, holders, and servicers of student loans.

Personally Identifiable Information (PII) Generated from Your Use of Our Websites

The Clearinghouse generally collects and uses PII from or about its website visitors and users. Your sole option, if you do not wish to provide all requested information, is to not participate in a Clearinghouse website. In addition to the
information we collect, as referenced in the From Your Use of Our Services/Website section of this Privacy Policy, the Clearinghouse collects and uses the information collected as follows:

**Information You Provide**

In many cases, we collect PII directly from you when you visit or use our websites. For instance, we may collect the following types of information:

- **Inquiries.** We may collect your name, contact information, email address and any information you provide us when you make an inquiry or contact us through our websites. We will only use this information to provide you with the information requested or to contact you in order to respond to your questions and/or requests.

- **Requests for a Product and/or Service.** The Clearinghouse collects and stores only the information that you knowingly provide to us by subscribing to blog and other webpage updates and/or using our websites’ registration or request forms, including but not limited to, your name, address, phone, email, job title and job function. We may request additional information if you subscribe to our blog, listserv, and/or other webpages, order a product or service, request information, or participate in a survey or contest via one of our websites. We will only use this information to process and answer your request or to manage our business needs in connection with such participation or request, and in accordance with this Privacy Policy. If you enter your email address to receive alerts on new content to our site(s), the address will be used only for that purpose, unless authorized by law.

**Use of Cookies, Web Beacons and Other Analytics**

As you navigate through and interact with our websites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our websites, including traffic data, location data, logs, and other communication data and the resources that you access and use on the websites.

- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. This information also is collected for information security purposes, particularly to detect, prevent and respond to fraud, abusive practices, and security risks that could harm the Clearinghouse, our data, and our users. It further helps us to improve our websites and to deliver a better and more personalized array of services, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our websites according to your individual interests.
- Recognize you when you return to our websites.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our websites.

- **Flash Cookies.** Certain features of our websites may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our websites. Flash cookies are not managed by the same browser settings as are used for browser cookies.

- **Web Beacons.** Pages of our websites and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Clearinghouse, for example, to
count users who have visited those pages or opened an email or email attachments, and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

- **Analytics on Websites.** For certain of the Clearinghouse’s websites, such as those for which users download files, the Clearinghouse may track certain information, such as the number of downloads of specific files. For certain websites, the Clearinghouse may also track other details related to use, such as the type of device that users are accessing the website on, as well as which sections users scrolls through, in the aggregate. The Clearinghouse does not collect or use personally identifiable information in its use of these analytical tools.

**Privacy Policies of Third Parties**

This Privacy Policy only addresses the use and disclosure of information by the Clearinghouse. Other external websites that may be accessible through or link off of the Clearinghouse websites may have their own privacy policies and data collection, use and disclosure practices. You acknowledge and agree that the Clearinghouse is not responsible 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 (collectively, “External Materials”). The Clearinghouse is not responsible or liable, directly or indirectly, for External Materials or any third parties with whom you connect via the Service(s), including any representations, warranties, or loss or damage of any kind.

We encourage you to familiarize yourself with the privacy statements provided by all third parties prior to providing them with information or taking advantage of an offer or promotion.

**How the Clearinghouse Uses Your Personally Identifiable Information**

**Family Educational Rights and Privacy Act (FERPA)**

FERPA is a federal law that protects the privacy of student education records. The law applies to all Participating Institutions that receive funds under an applicable program of the U.S. Department of Education. Although FERPA does not directly apply to private organizations, unless they receive funds under an applicable program of the U.S. Department of Education, FERPA regulates what data Participating Institutions can share with the Clearinghouse, and what redisclosures of that data the Clearinghouse can make. The Clearinghouse commits to following FERPA regulations as a School Official (as that term is defined by FERPA) as appointed by Participating Institutions. This section introduces some terms used in FERPA to discuss education records, as well as how the Clearinghouse complies with FERPA in its use of education records.

**FERPA Permissible Uses**

The Clearinghouse only discloses education records under the following limited FERPA permissible uses:

- **Consent:** An education record may be disclosed to a third party if a valid consent from the student has been obtained in writing (may be electronic), signed and dated, specifying the records that may be disclosed, stating the purpose of disclosure, and identifying the party or class of parties to whom the disclosure may be made.
- **School Official:** Participating Institutions may disclose education records to School Officials, provided there is a legitimate educational interest served by the disclosure.
- **State and Local Educational Authorities:** An education record may be disclosed without consent to an authorized representative of state and local education authorities for audit and evaluation purposes.
- **Financial Aid:** An education record may be disclosed in connection with a student’s application for, or receipt of, financial aid.
- **Research:** An education record may be disclosed to an organization conducting a study for or on behalf of an educational institution, in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
• **Directory Information:** Directory information may be disclosed without consent, as it consists of information that is generally considered not to be harmful or an invasion of privacy if disclosed.

**Student Rights Under FERPA**

Although FERPA allows for disclosure of education records without student consent in certain circumstances, parents of non-eligible students or eligible students (students who are over the age of 18 or attend postsecondary school) still have the following rights:

- inspect and review the student's education records maintained by the school
- request that a school amend the student’s education records
- control who has access to the student’s records

The first two rights concern how the education records are collected and maintained by a student’s institution. If you believe there is an error in your records or they are incomplete, you must contact your institution directly to correct that error. The Clearinghouse may only amend a record at the request and direction of a Participating Institution. You may also inspect and review the education records kept by your institution. You can find more information on how to control who has access to your education record through administering directory information blocks and your rights as a student under FERPA on the U.S. Department of Education’s website: https://www2.ed.gov/policy/gen/guid/ferpa/students.html

**Website Access Intended for Unites States Use Only**

The Clearinghouse’s Websites and Services are intended for exclusive use within the United States (U.S.) and its territories. Locations outside of the U.S. and its territories may have regulatory requirements that differ from the U.S. and, therefore, this information may be inappropriate for use outside the U.S. Therefore, the Clearinghouse makes no representation that the information on this website is appropriate or available for use in non-U.S. locations.

**European Union General Data Protection Regulation (EU GDPR)**

The European Union GDPR is a regulation that protects the privacy and security of personal data collected from individuals within the territory of the European Union (“EU data subjects”). It applies to organizations established outside of the EU if they: (i) process the personal data of EU data subjects when offering them goods or services; or (ii) monitor the behavior of EU data subjects. The Clearinghouse neither offers goods or services to EU data subjects nor monitors their behavior. Therefore, the GDPR does not directly apply to the Clearinghouse. However, the Clearinghouse works with organizations, including certain Participating Institutions, that collect or process personal data of EU data subjects, that are subject to the GDPR.

At the request of organizations who provide personal data collected from EU data subjects to the Clearinghouse for processing (such organizations hereinafter referred to as “Controller organizations”), the Clearinghouse enters into a Data Processing Addendum with Controller organizations whereby the Clearinghouse as a processor agrees to assist these organizations with the fulfillment of their obligations as set out in the GDPR. The Clearinghouse also agrees to 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 personal data to be protected. In case of a personal data breach, the Clearinghouse will notify the Controller organization(s) without undue delay upon becoming aware of the personal data breach. In all such instances, the Clearinghouse is processing the personal data of EU data subjects solely on behalf of and at the direction of the Controller organizations that provide personal data to the Clearinghouse for processing.
Providing Clearinghouse Services

Financial Aid Services:

As an agent of Participating Institutions, the Clearinghouse partners with Participating Institutions for the purpose of reporting enrollment statuses of students to various lenders, servicers, guaranty agencies and the U.S. Department of Education (collectively “Lenders”). The Clearinghouse periodically receives enrollment files containing all enrolled students from Participating Institutions, which it incorporates into its nationwide central repository of enrollment information. Lenders submit listings of their financial aid recipients to the Clearinghouse and the Clearinghouse advises the Lenders on which financial aid recipients are currently enrolled in Participating Institutions. The regularity and content of this process conform to applicable federal and guaranty agency regulations. This service benefits both the Participating Institutions and their students. Under Title IV of the Higher Education Act, students receiving federal student loans are entitled to a deferment of their repayment obligation while they are enrolled in an institution of higher education, and thus institutions are required to report student enrollment information to these entities. By utilizing the Clearinghouse’s enrollment reporting service, institutional reporting burdens are alleviated and students are able to receive the loan deferment benefit afforded to them by law.

Research:

In providing its enrollment reporting and verification services to Participating Institutions, the Clearinghouse collects enrollment and degree data on students enrolled in Participating Institutions. The Clearinghouse’s coverage of this data, which includes the public, private nonprofit, and private for-profit sectors, gives the Clearinghouse the unique capability to work with Participating Institutions, states, districts, high schools, and educational organizations to better inform practitioners about student educational pathways. The Clearinghouse harnesses this capability through its StudentTracker® services, as well as its research arm, the Research Center.

- **StudentTracker®**: Participating Institutions have appointed the Clearinghouse as their agent to respond to the requests of authorized educational institutions, organizations and agencies (“Authorized Requesting Entities”) for information on the postsecondary enrollment of, and credentials earned by, their current and former students, under the directory information, audit and evaluation, and/or studies exceptions to FERPA, as applicable. These Authorized Requesting Entities use this information for educational and related purposes, including the following:
  - Postsecondary institutions can determine whether, and at what institutions, former students pursued further postsecondary education, providing insight into student pathways and success for use in institutional improvement.
  - Postsecondary institutions can identify the institution(s) eventually attended by those applicants who declined their offer of admission, providing assistance with student recruitment efforts.
  - Secondary schools, school districts and state K-12 educational authorities can determine the postsecondary enrollment and credential attainment of their students, providing insights they can use to improve their college preparation efforts.
  - Secondary schools, school districts and state K-12 education authorities can use this information in connection with an audit or evaluation of federal or state supported education programs or for conducting studies to improve instruction.
  - Programs, like TRIO and GEAR UP, which provide support to disadvantaged students to enable their educational success, can better measure their effectiveness by obtaining enrollment and credential attainment data on program participants.
  - Authorized researchers may obtain postsecondary enrollment and degree attainment data to conduct research aimed at improving the provision of education to students or administering student aid programs.
• **Additional Information Regarding StudentTracker® for High Schools**: Through the Clearinghouse’s StudentTracker® for High Schools Service, participating high schools, school districts, state and local educational agencies and authorities (“STHS Participants”) provide the Clearinghouse with data on their graduates, including PII, and the Clearinghouse returns reports to the STHS Participants on the postsecondary enrollment and degrees of those graduates. Specifically, STHS Participants provide the Clearinghouse with the following types of education records as part of the service, for the following purposes:

- PII (name, date of birth) and information on the graduates’ high school and graduation date, required for the purpose of matching the graduates of the STHS Participant with the postsecondary records held by the Clearinghouse.
- PII (name, date of birth) and information on the graduates’ high school and graduation date, which STHS Participants are required to report as part of the service, and which is used for the purpose of providing reports back to the STHS Participant on the postsecondary enrollment and degrees of its graduates. Graduates’ program codes are provided for this purpose at the option of the STHS Participant.
- Student ID number may be provided at the option of the STHS Participant, for the administrative convenience of the STHS Participant, and is included in the reports sent back by the Clearinghouse to the STHS Participant.
- While Social Security Number is not required in the STHS service, some STHS Participants submit it as an identifier. If available, SSN is returned with the students’ postsecondary enrollment and degree information. SSN is not used in the matching process within STHS.
- Assessment results, demographic data and curriculum information, which may be provided at the option of the STHS Participant, for the purpose of providing richer aggregate reporting back to the STHS Participant.
- For the purpose of producing aggregate research: high school graduation date (required for the service) and ethnicity (at the STHS Participant’s option).
- STHS Participants also are required to provide, and may sort their submission by, the type of diploma earned by the student. This data element serves to confirm students as graduates and may be used in the future for research purposes.

The Clearinghouse does not disclose student PII provided through this service to third parties, except as necessary for the maintenance of the service or as required by law. The Clearinghouse contractually restricts third parties involved in the maintenance of the service from using the data in any unauthorized way, trains them on Clearinghouse privacy and security requirements, and monitors their access to PII.

The Clearinghouse uses these education records to report data in a de-identified, aggregated form for authorized research purposes. The Clearinghouse works with STHS Participants to support mutual compliance with FERPA. A parent, legal guardian or eligible student may exercise their right to review and inspect education records held by the Clearinghouse as agent for STHS Participants by contacting the STHS Participant. The STHS Participant may then contact its designated account representative at the Clearinghouse for support. Notification of material changes to the Privacy Policy will be posted to the Clearinghouse’s website.

• **Research Center**: Through aggregated longitudinal data outcomes reporting, the Research Center facilitates better educational policy decisions leading to improved student outcomes. The Clearinghouse produces several aggregate reports annually on student enrollment, movement and other important student outcomes. Learn more at: [https://nscresearchcenter.org/](https://nscresearchcenter.org/).

**Verifications:**

The Clearinghouse uses the enrollment information it receives from Participating Institutions for the Financial Aid-Related Services outlined above, as well as additional degree information it receives from Participating Institutions, to provide verification services to eligible requestors (“Requestors”). When you apply for a product, service or employment that depends on your enrollment or graduation status, the provider of that product, service or
employment may contact the Clearinghouse to verify the enrollment, degree, or professional certification information you have provided in your application. On behalf of Participating Institutions, we will compare the information provided by the Requestor with the education record information we received from your Participating Institution in order to verify the information you provided in your application, which can assist the Requestor in determining your eligibility for the product, service or employment.

We never release any information about you for the purpose of targeted advertising.

Transcripts:

The Clearinghouse delivers student transcripts to third parties only with a student’s consent or, if another valid FERPA exception applies, at the direction of the Participating Institution. Your institution electronically sends the Clearinghouse your transcript, which we securely transmit to the recipient(s) you have requested (we employ electronic and print-to-mail transmission systems which you may select from), such as another educational institution or a prospective employer. As part of the electronic transcript delivery methods offered by the Clearinghouse, a transcript may be temporarily maintained by us until delivered and accessed by the recipient of the transcript order.

Course Exchange:

The Clearinghouse facilitates the awarding of degrees and certificates between Participating Institutions by transmitting course data through Reverse Transfer and other course exchange programs. Reverse Transfer allows students who transfer from a two-year institution to a four-year institution without first obtaining an Associate’s Degree to still receive that degree from the two-year institution when they have completed the requisite courses to qualify. This Reverse Transfer is done with student consent, collected by the student’s four-year institution.

Use of Data Pertaining to Your Access of Our Websites

The Clearinghouse generally uses the PII it collects from an individual’s use of our websites for the following purposes:

- To fulfill orders and send your transcript or degree, certificate, or enrollment verification information as you direct, when you provide us with a request for such service.
- To contact you, when necessary, regarding your correspondence with us or your requests.
- To authenticate the identity of individuals requesting our services or individuals contacting the Clearinghouse by telephone, electronic means or otherwise.
- To inform Participating Institutions or individuals concerning inquiries about their education records.
- To help diagnose problems with our servers and ensure the efficiency, reliability and security of our systems and networks.
- To present our websites and their contents to you and to improve your experience interacting with our websites.
- In aggregate and de-identified form, for research.
- To assess our services and operations to determine areas for improvement and to understand and assess the interests, wants and changing needs of website users with a view to improving our products and services and developing new ones.
- To meet legal and regulatory requirements and allow the Clearinghouse to meet contractual requirements relating to the products and services it provides.
- To ensure our records are accurate.

Sharing of Your Personally Identifiable Information With Service Providers

Your information may be made available by the Clearinghouse to third parties assisting the Clearinghouse to fulfill the purpose for which the information was collected from you or as set forth in this Privacy Policy. The Clearinghouse will not sell, rent or trade your PII to any third-party. However, we may share your PII with third-
party service providers hired to support our business and who are bound by contractual obligations to keep PII confidential and use it only for the purposes for which we disclose it to them. The Clearinghouse only provides them with the information they need to know to perform the requested services on its behalf. They are bound by confidentiality obligations prohibiting them from using your PII for purposes other than to facilitate and carry out the services for which they have been retained. The Clearinghouse protects PII disclosed to third parties by contractual agreements requiring those third parties to adhere to confidentiality and security procedures and protections that are, at a minimum, equivalent to those employed by the Clearinghouse itself.

Only those personnel of the Clearinghouse or third party contractors, with whom the Clearinghouse has contracted and who have a business need to know to perform the services being requested by the Clearinghouse, will be granted access to PII.

For information on how you can limit the type of information that we collect, use or share about you when you visit and/or use our website, please refer to the Personally Identifiable Information Generated from the “Your Use of Our Websites” section of this Privacy Policy.

Security of Your Personally Identifiable Information

The security of the PII we house is a priority of the Clearinghouse. Our services are designed to comply with the requirements of FERPA, our agreements with Participating Institutions, all applicable federal and state privacy laws, and accepted industry best practices. Below are some of the highlights of our data security.

- The Clearinghouse maintains a comprehensive information security program based on the ISO 27001/27002, staffed by experienced professionals, and backed by comprehensive security policies that detail Operational, Management, and Technical control requirements that are mapped to widely accepted, industry best practice security standards.
- All information you provide to us or that we receive from Participating Institutions is stored on secure servers in the contiguous United States.
- This program is regularly reviewed and updated on an annual basis to ensure its continuing suitability, adequacy and effectiveness.
- The Clearinghouse security policy ensures the confidentiality, integrity, availability and privacy of your data through:
  - Management and business processes that include and enable security processes;
  - Ongoing personnel awareness of security issues;
  - Physical security requirements for information systems;
  - Governance processes for information technology;
  - Reporting information security events and weaknesses;
  - Creating and maintaining business continuity plans; and
  - Monitoring for compliance.
- Our network perimeter and other controls ensuring security from external threats are regularly tested by a third party.
- Our employees undergo a background check, as well as mandatory annual security and privacy training.
- We maintain secure authentication protocols and access limitations for external and internal users.

Changes to Our Privacy Policy

As the Clearinghouse develops new services, deploys new technologies or develops new uses of information, we review and update our Privacy Policy to reflect these changes. We also commit to monitoring the applicable privacy laws and updating both our Privacy Policy and security practices to ensure ongoing compliance. In addition, from time to time we make organizational, stylistic and grammatical changes to the Privacy Policy to present our services in a way that makes our Privacy Policy easy to read. If we make material changes in the way we process your PII, we will provide you notice via this website or by other means, such as via email. Any revised Privacy Policy supersedes
all previous versions. Please review any changes carefully. All changes are effective immediately upon posting, unless otherwise specified. By continuing to use our services, you consent to the terms of our Privacy Policy, as revised. However, we will always handle your PII in accordance with the Privacy Policy that was in effect at the time of collection.

Prohibition on the Assignment of Your Data

If the Clearinghouse or its assets are acquired by another company that is not a majority-owned subsidiary of the Clearinghouse, or in the event of a merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation to a non-majority-owned subsidiary of the Clearinghouse, we will not, under any circumstances, sell, transfer or assign to a third party your education records directly concerning you. The education records we received from Participating Institutions shall always be returned to the relevant Participating Institution from which it was originally received.

Contact Information

If you have questions or concerns regarding any information in this Privacy Policy, please email us at privacy@studentclearinghouse.org.

Glossary of Terms

**Education Records:**
Records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

**Directory Information:**
Under FERPA, information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed, as determined and designated by institutions.

**Non-Directory Information:**
Any PII that an institution does not designate as Directory Information is deemed Non-Directory Information. This information is associated with a higher degree of sensitivity and thus there are stricter restrictions around how and when it may be used.

**Personally identifiable information (PII):**
Includes, but is not limited to-- (a) student’s name; (b) name of the student’s parent or other family members; (c) address of the student or student’s family; (d) a personal identifier, such as the student’s Social Security number, student number, or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

**School Official:**
A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that the outside party-- (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.