

Online Services Terms of Use

These Terms of Use govern your access to and use of any websites or related web services, web-based applications, or mobile applications (Online Services) offered by or through the Oklahoma Student Loan Authority (OSLA). As used in these Terms of Use, "you" or "your" refers to you or to any other person you authorize to use Online Services on your behalf.

By downloading, registering, signing into, accessing, browsing, or otherwise using our Online Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, and any additional terms and conditions that may apply to specific sections of our Online Services. OSLA may amend or change these Terms of Use at any time, and your continued use of this website, whether as a guest or registered user, constitutes agreement to all such changes. As terms are subject to change, you should visit this page regularly to review these Terms and Conditions. OSLA reserves the right to terminate your passwords, accounts, or use of the Online Services at OSLA's discretion for any reason.

Account Information, Password/Passphrase Protection, & Indemnification

Our Online Services encompass secure digital platforms, both web-based and mobile, enabling you to manage your student loan account with us over the internet. Certain features or content offered on the website may require you to open an account or may otherwise ask you to provide information. If you elect not to provide such information, you may not be able to access certain content or features. Should you establish an online account, you are responsible for maintaining the confidentiality of your username and password or passphrase, and for all activities conducted under your password or passphrase or account. It is recommended that you use a unique password or passphrase and do not reuse your password or passphrase on other websites. You agree to protect and keep confidential your account information, user IDs passwords or passphrases, or any other means of accessing your account or its associated content on the Online Services. Additionally, you commit to promptly notify OSLA of any unauthorized account usage or security breaches you discover, via telephone. If you disclose any of the aforementioned information, you assume full responsibility for any risks or losses incurred as a result. Granting access to your account or any associated information, user IDs, passwords or passphrases, or other access methods to another individual renders you liable for any ensuing transactions or actions. Upon receiving notice or evidence of unauthorized access, OSLA reserves the right to block or temporarily suspend access to your account until the issue is resolved.

You agree to indemnify, defend, and hold OSLA, its directors, officers, employees, and agents harmless from any losses, expenses, damages, or costs, including reasonable legal fees arising from or related to your use of the Online Services or the use of the Online Services by any third party accessing them with your username and password or passphrase or other account access methods. OSLA retains the right to terminate your online account access for any reason, including, without limitation, if in our sole discretion you violate any provision of these Terms or following an extended period of inactivity.

Consent for Services, Data Collection and Retention, and Privacy

Your use of certain services will serve as your consent for OSLA to use and store the information necessary to perform the services. We respect and are committed to protecting your privacy. For information on how OSLA collects personal information and uses and shares such information, please see OSLA's Privacy Policy. You understand that by accessing or using our Online Services and/or submitting personal information through the Online Services, you consent to the collection, use and disclosure of your user data as set forth in OSLA's Privacy Policy.

Limitations on Use and Prohibited Uses

You may use the Online Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Online Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- To transmit any material or information that is abusive, threatening, racist, indecent, false, libelous, defamatory, obscene, or profane, infringes on any copyright or other proprietary rights of any other person or entity, or otherwise could result in civil or criminal liability under the law.
- To impersonate or attempt to impersonate OSLA, an OSLA employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Tn any manner that could disable, overburden, damage, or impair the Online Services or interfere with any
 other party's use of the Online Services, including their ability to engage in real time activities through the
 website.
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Online Services, the servers where the Online Services are stored, or any server, computer, or database connected to the Online Services.
- To attack the Online Services via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper functioning of the Online Services.

Security of Transmissions

Using the internet and Online Services may entail various risks, including security and transmission risks, and you explicitly acknowledge and accept all such risks. You are accountable for acquiring all software, hardware, or other equipment essential for using Online Services, including, but not limited to, up-to-date web browsers and suitable encryption, antivirus, anti-spyware, and internet security software. Encryption methods used within Online Services may not be compatible with all browsers. If your browser does not support 128-bit encryption, you may encounter limitations in accessing all the information and materials available within Online Services.

Intellectual Property Rights and Notices

Our Online Services, including but not limited to text, graphics, logos, trademarks, service marks, and other content, are owned or licensed by us and are protected by United States copyright and trademark laws. You may not use, reproduce, modify, distribute, or display any content from our Online Services without our prior written consent. Any trademarks, services marks, logos, and other designations used on our Online Services are the property of OSLA. You may not use any of these without the prior written consent of OSLA.

Children's Online Privacy Protection Act

Consistent with the Children's Online Privacy Protection Act (COPPA), PHEAA will not knowingly collect or retain information submitted by children under the age of 13. If PHEAA learns that PHEAA unknowingly collected personally identifying information from children under 13 years of age, PHEAA will immediately take all reasonable measures to delete the information from PHEAA's computer systems and all other data systems.

Reliance on Information Posted

OSLA aims to ensure that the information, materials, and functions provided on Online Services are current and accurate, but we cannot guarantee or warrant their accuracy or reliability. The calculations, functions, or tools available on Online Services are intended solely to provide estimates, which may vary from actual amounts applicable to you or your account. Any reliance on the calculations, functions, or tools provided is solely at your own risk.

Links to other websites are provided as a courtesy to our users. OSLA has no control over such sites and makes no warranties as to the accuracy, security, materials, products or services offered or posted. In addition, a link to a non-OSLA website does not mean that OSLA endorses, recommends, or accepts any responsibility for the use of such website, nor is OSLA liable for any failure of products or services offered or advertised at those sites. Your use of such internet sites and resources is at your own risk.

Geographic Restrictions

Our Online Services are controlled and operated from our facilities in the United States. The Online Services are intended for use by individuals located within the United States. By accessing or using our website, you represent and warrant that you are located in one of these geographic regions. We do not warrant that the content or services provided on our website are appropriate or available for use in other locations. Accessing our website from territories where its content or use is illegal is prohibited. If you choose to access our website from outside the designated geographic regions, you do so at your own risk and are solely responsible for complying with local laws.

Warranties Disclaimer

OUR ONLINE SERVICES AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED ON OUR WEBSITE.

WE DO NOT WARRANT THAT OUR WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THAT ANY DEFECTS OR ERRORS ON OUR WEBSITE WILL BE CORRECTED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR WEBSITE OR ITS CONTENT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF OUR ONLINE SERVICES OR RELIANCE ON ANY INFORMATION PROVIDED ON OUR WEBSITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

Damages, Limitation of Liability, and Indemnification

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE OUR WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US RELATED TO YOUR USE OF OUR WEBSITE OR ITS CONTENT IS TO DISCONTINUE YOUR USE OF OUR WEBSITE.

Choice of Law

These terms of use shall be governed by and construed in accordance with the laws of Oklahoma, without regard to its conflict of law principles, and the laws of the United States. The venue for any proceedings regarding these Terms of Use shall be a state or federal court with jurisdiction over OSLA in Oklahoma County, Oklahoma.

Text Messaging (SMS) or MMS Terms

By providing your phone number as an account recovery method, you authorize OSLA to use the phone number provided by you as a method to verify your identity and facilitate account recovery processes.

You acknowledge that we may use your phone number to send verification codes or messages to confirm your identity when initiating an account recovery process. The frequency of text messages will vary depending on the frequency by which you use your online account or require verification codes to assist with username or password or passphrase recovery.

You certify that the phone number provided by you is accurate and up to date. You agree to promptly update your phone number in your account settings if it changes. You are responsible for maintaining the security of your phone number and any devices associated with it.

You agree to take reasonable precautions to prevent unauthorized access to your phone number and to notify us immediately if you suspect any unauthorized use. By providing your phone number, you consent to receive account recovery messages, verification codes, general account information, and other communications from us via SMS, MMS, or phone call to the provided number. Standard message and data rates may apply for messages sent or received. You are solely responsible for any fees or charges imposed by your mobile carrier or service provider. You can unsubscribe at any time by texting STOP.

Miscellaneous Terms

If any part of these Terms of Use is deemed unenforceable by a court of competent jurisdiction, the court will modify such part solely to the extent necessary to make it enforceable. The rest of these Terms of Use, as modified by the court, will remain fully valid and effective. Any waiver by OSLA of a right, term, or provision in these terms of use will not be considered a waiver of any other right, term, or provision at that time or at any other time.

Contact Us

Oklahoma Student Loan Authority: 1-800-456-6752 or custserv@osla.org

Oklahoma Higher Education Loan Program: 1-888-654-3577 or info@okhelp.org