AUTO PAY AUTHORIZATION AGREEMENT

Auto Pay: An "***Automatic Payment***" or "***Auto Pay***" is an electronic fund transfer ("***EFT***") preauthorized to recur at substantially regular monthly intervals from Obligor's designated bank deposit account. Capitalized terms used in this Auto Pay Authorization Agreement (the "***Agreement***") are defined when introduced in the text of this Agreement or in the Definitions section of the enclosed Auto Pay Authorization Agreement – Disclosure Statement for Recurring Automatic Payments (the "***Disclosure Statement***"). This Agreement authorizes Servicer to effect Automatic Payments and conduct related activities. Borrower may receive an interest rate reduction for one or more Student Loan(s) as long as (i) the Obligor continues to use Auto Pay under this Agreement, depending on the legal terms applicable to such Student Loan(s), (ii) the loan program with the Auto Pay is not the only loan program offered by Lender for the type of credit involved, and (iii) Servicer continues accepting Auto Pay.

Notification: Please continue to make payments using the current method until notice of approval by Servicer of this Agreement is provided under Section 1 of the Disclosure Statement below. It may take **one to two** billing cycles for Automatic Payment withdrawals to begin. By signing this Agreement, Obligor acknowledges that he or she has received a copy of Servicer's privacy policy and understands that such privacy policy applies to the information in this Agreement and to information related to the relationship and transactions conducted pursuant to this Agreement.

Instructions: Using Auto Pay is optional for Obligor. If Obligor decides to use Auto Pay for payments on the Student Loan(s), Obligor must agree to the terms of this Agreement. To do so, Obligor should complete, sign, date and return one copy of the Agreement to MOHELA at the address shown at the bottom of this page. In most cases, Obligor may be able to complete this Agreement online in the manner required by Servicer, if Obligor has agreed to execute documents electronically in a manner permitted by applicable laws and authorized by Servicer in its sole discretion ("***Electronic Signature***"). During any period for which MOHELA is Servicer, only one bank account can be designated at a time for Auto Pay transactions for the Student Loan(s); and if any person (including the Borrower or a co-borrower or endorser) is enrolled in Auto Pay for one or more Student Loan(s), another person cannot also enroll in Auto Pay for the same Student Loan(s). Also, this Agreement can only be used for Automatic Payments from a Bank Account of Obligor on the Student Loan(s). Obligor understands that Obligor should carefully read all of this Agreement before agreeing to its terms.

SECTION 1: STUDENT LOAN(S) AND OBLIGOR INFORMATION   PLEASE PRINT LEGIBLY IN BLUE OR BLACK INK

If you are an Online Enrollee enrolling in Auto Pay through Servicer's Online Enrollment Process, you hereby authorize Servicer to initiate debits to the Bank Account in order to transfer funds from the Bank Account for any payments due on each Student Loan that you selected for Auto Pay during the Online Enrollment Process. ***(NOTE: The remainder of the information requested in this Section 1 is provided by an Online Enrollee during the Online Enrollment Process. An Online Enrollee should skip the remainder of this Section 1)***.

If you are not an Online Enrollee, you hereby authorize Servicer to initiate debits to the Bank Account in order to transfer funds from the Bank Account for any payments due on (i) each of the Student Loan(s) (if no Student Loan(s) are specifically identified in this Section 1), or (ii) only the following identified Student Loan(s) (Please clearly and legibly write or type the Student Loan Account Number and each Student Loan Sequence Number(s) to which Auto Pay shall apply under this Agreement):

Student Loan Account Number:_____
Student Loan Sequence Number(s) (to be written in the following box(es), formatted as X-XX):

__-__	__-__	__-__	__-__	__-__	__-__	__-__	__-__	__-__	__-__

If you need to list additional Student Loan Sequence Number(s), please attach an additional sheet to this Agreement with the title "Additional Student Loans for Auto Pay" and list the Obligor's name, Borrower's name (if different from the Obligor), Student Loan Account Number, and each additional Student Loan Sequence Number to which Auto Pay shall apply under this Agreement (in addition to the Student Loan Sequence Number(s) listed above).

With respect to each of the Student Loan(s), Obligor is the (check one):
    ○ Borrower ○ Co-Borrower ○ Endorser
If Obligor is the co-borrower or endorser, please enter the name of the Borrower for each of the Student Loan(s) (each of the Student Loan(s) must have the same Borrower):_____

Please enter the following information for the Obligor authorizing Auto Pay for the Student Loan(s).
SSN (required) _____
Name _____
Address _____
City, State, Zip Code _____
Telephone – Primary _____
Telephone – Alternate _____
E-mail _____
    □ **Check this box if any of your information has changed.**

SECTION 2: BANK INSTITUTION INFORMATION

Obligor is a direct account holder of the Bank Account identified (i) below or (ii) during the Online Enrollment Process (in the case of an Online Enrollee), and in such capacity, Obligor hereby authorizes Servicer to initiate debits to the Bank Account to transfer funds from the Bank Account for any payments due on the Student Loan(s) and authorizes the Bank referenced (a) below or (b) during the Online Enrollment Process (in the case of an Online Enrollee), to allow such Automatic Payments from the Bank Account. If approved, only the required monthly payment amount and other amounts due, plus any additional amount authorized under this Agreement and applicable law, will be transferred based on the applicable repayment schedule and obligations for the Student Loan(s). You will be sent notification of monthly payment amount changes, according to the terms of this Agreement.

(NOTE: Bank and Bank Account information is provided by an Online Enrollee during the Online Enrollment Process. An Online Enrollee should not restate such Bank and Bank Account information on this Agreement.)

Bank Name: _____

This is a (check one):   ○ Checking Account ○ Savings Account
Bank Account Holder's Name: _____ (Obligor must be the Bank Account Holder)
Routing Number: _____ Account Number: _____

Servicer is authorized under the terms of this Agreement to initiate debits to the Bank Account for payment of the Student Loan(s).

If Obligor would like Servicer to withdraw **an additional amount** from the Bank Account by Auto Pay monthly to make payments on the Student Loan(s), please use the Online Enrollment Process. *(NOTE: An Online Enrollee has the option to list an additional amount during the Online Enrollment Process. If Online Enrollee has more than one Student Loan, Online Enrollee can list an additional amount for each Student Loan during the Online Enrollment Process.)*

SECTION 3: TERMS AND CONDITIONS

1) By signing below, Obligor agrees that he or she has read, understands and agrees to be bound by all of the terms and conditions of this Agreement and any terms and conditions provided to Obligor during the Online Enrollment Process (in the case of an Online Enrollee) ("*Online Terms*"), and Obligor authorizes Servicer to debit the Bank Account, according to the terms and conditions of this Agreement. The terms and conditions of this Agreement include all of the provisions of this Agreement, including without limitation the provisions of the attached Disclosure Statement and the Online Terms (in the case of an Online Enrollee).
2) See Section 16 of the Disclosure Statement (Account Status Requirement) if a Student Loan is past due at the time the Obligor authorizes this Agreement.
3) Obligor also hereby authorizes Lender, Servicer and their respective agents, contractors, vendors and servicer(s) to contact Obligor regarding the Student Loan(s), including repayment of the Student Loan(s), in any manner, including at any current or future numbers provided, including for cellular telephone or other wireless device, using automated telephone dialing equipment or artificial or prerecorded voice or text messages, email directed to Obligor at a mobile telephone service, or email otherwise directed to Obligor. Lender, Servicer and their respective agents, contractors, vendors and servicer(s) may use such means of communication even if Obligor will incur costs to receive such communication.

Obligor further understands and agrees that this Agreement will remain in full force and effect until this Agreement is terminated according to Section 4 of the Disclosure Statement below. Obligor understands and agrees that as this is an Automatic Payment transaction, adequate funds must be available for withdrawal from the Bank Account by the effective date of such payment, as described in Sections 2 and 4 of the Disclosure Statement below.

OBLIGOR PRINTED NAME (REQUIRED) _____**DATE** _____

OBLIGOR SIGNATURE (REQUIRED) _____

If the Student Loan(s) has a co-borrower, signatures from both the Borrower and co-borrower must be present in order for a forbearance to be placed under Section 16 of the Disclosure Statement. In such case, if the Obligor is the Borrower, the co-borrower must also sign below, and if the Obligor is the co-borrower, the Borrower must also sign below.

BORROWER/CO-BORROWER PRINTED NAME (IF APPLICABLE)_____ **DATE** _____

BORROWER/CO-BORROWER SIGNATURE (IF APPLICABLE)_____

AUTO PAY AUTHORIZATION AGREEMENT

Auto Pay: An "*Automatic Payment*" or "*Auto Pay*" is an electronic fund transfer ("*EFT*") preauthorized to recur at substantially regular monthly intervals from Obligor's designated bank deposit account. Capitalized terms used in this Auto Pay Authorization Agreement (the "*Agreement*") are defined when introduced in the text of this Agreement or in the Definitions section of the enclosed Auto Pay Authorization Agreement – Disclosure Statement for Recurring Automatic Payments (the "*Disclosure Statement*"). This Agreement authorizes Servicer to effect Automatic Payments and conduct related activities. Borrower may receive an interest rate reduction for one or more Student Loan(s) as long as (i) the Obligor continues to use Auto Pay under this Agreement, depending on the legal terms applicable to such Student Loan(s), (ii) the loan program with the Auto Pay is not the only loan program offered by Lender for the type of credit involved, and (iii) Servicer continues accepting Auto Pay.

Notification: Please continue to make payments using the current method until notice of approval by Servicer of this Agreement is provided under Section 1 of the Disclosure Statement below. It may take **one to two** billing cycles for Automatic Payment withdrawals to begin. By signing this Agreement, Obligor acknowledges that he or she has received a copy of Servicer's privacy policy and understands that such privacy policy applies to the information in this Agreement and to information related to the relationship and transactions conducted pursuant to this Agreement.

Instructions: Using Auto Pay is optional for Obligor. If Obligor decides to use Auto Pay for payments on the Student Loan(s), Obligor must agree to the terms of this Agreement. To do so, Obligor should complete, sign, date and return one copy of the Agreement to MOHELA at the address shown at the bottom of this page. In most cases, Obligor may be able to complete this Agreement online in the manner required by Servicer, if Obligor has agreed to execute documents electronically in a manner permitted by applicable laws and authorized by Servicer in its sole discretion ("*Electronic Signature*"). During any period for which MOHELA is Servicer, only one bank account can be designated at a time for Auto Pay transactions for the Student Loan(s); and if any person (including the Borrower or a co-borrower or endorser) is enrolled in Auto Pay for one or more Student Loan(s), another person cannot also enroll in Auto Pay for the same Student Loan(s). Also, this Agreement can only be used for Automatic Payments from a Bank Account of Obligor on the Student Loan(s). Obligor understands that Obligor should carefully read all of this Agreement before agreeing to its terms.

SECTION 1: STUDENT LOAN(S) AND OBLIGOR INFORMATION   PLEASE PRINT LEGIBLY IN BLUE OR BLACK INK

If you are an Online Enrollee enrolling in Auto Pay through Servicer's Online Enrollment Process, you hereby authorize Servicer to initiate debits to the Bank Account in order to transfer funds from the Bank Account for any payments due on each Student Loan that you selected for Auto Pay during the Online Enrollment Process. *(NOTE: The remainder of the information requested in this Section 1 is provided by an Online Enrollee during the Online Enrollment Process. An Online Enrollee should skip the remainder of this Section 1)*.

If you are not an Online Enrollee, you hereby authorize Servicer to initiate debits to the Bank Account in order to transfer funds from the Bank Account for any payments due on (i) each of the Student Loan(s) (if no Student Loan(s) are specifically identified in this Section 1), or (ii) only the following identified Student Loan(s) (Please clearly and legibly write or type the Student Loan Account Number and each Student Loan Sequence Number(s) to which Auto Pay shall apply under this Agreement):

Student Loan Account Number:_____
Student Loan Sequence Number(s) (to be written in the following box(es), formatted as X-XX):

	__-__	__-__	__-__	__-__	__-__	__-__	__-__	__-__	__-__

If you need to list additional Student Loan Sequence Number(s), please attach an additional sheet to this Agreement with the title "Additional Student Loans for Auto Pay" and list the Obligor's name, Borrower's name (if different from the Obligor), Student Loan Account Number, and each additional Student Loan Sequence Number to which Auto Pay shall apply under this Agreement (in addition to the Student Loan Sequence Number(s) listed above).

With respect to each of the Student Loan(s), Obligor is the (check one):
    ○ Borrower ○ Co-Borrower ○ Endorser
If Obligor is the co-borrower or endorser, please enter the name of the Borrower for each of the Student Loan(s) (each of the Student Loan(s) must have the same Borrower):_____

Please enter the following information for the Obligor authorizing Auto Pay for the Student Loan(s).
SSN (required) _____
Name _____
Address _____
City, State, Zip Code _____
Telephone – Primary _____
Telephone – Alternate _____
E-mail _____
    □ **Check this box if any of your information has changed.**

SECTION 2: BANK INSTITUTION INFORMATION

Obligor is a direct account holder of the Bank Account identified (i) below or (ii) during the Online Enrollment Process (in the case of an Online Enrollee), and in such capacity, Obligor hereby authorizes Servicer to initiate debits to the Bank Account to transfer funds from the Bank Account for any payments due on the Student Loan(s) and authorizes the Bank referenced (a) below or (b) during the Online Enrollment Process (in the case of an Online Enrollee), to allow such Automatic Payments from the Bank Account. If approved, only the required monthly payment amount and other amounts due, plus any additional amount authorized under this Agreement and applicable law, will be transferred based on the applicable repayment schedule and obligations for the Student Loan(s). You will be sent notification of monthly payment amount changes, according to the terms of this Agreement.

(NOTE: Bank and Bank Account information is provided by an Online Enrollee during the Online Enrollment Process. An Online Enrollee should not restate such Bank and Bank Account information on this Agreement.)

Bank Name: _____

This is a (check one):   ○ Checking Account ○ Savings Account

Bank Account Holder's Name: _____ (Obligor must be the Bank Account Holder)

Routing Number: _____ Account Number: _____

Servicer is authorized under the terms of this Agreement to initiate debits to the Bank Account for payment of the Student Loan(s).

If Obligor would like Servicer to withdraw **an additional amount** from the Bank Account by Auto Pay monthly to make payments on the Student Loan(s), please use the Online Enrollment Process. *(NOTE: An Online Enrollee has the option to list an additional amount during the Online Enrollment Process. If Online Enrollee has more than one Student Loan, Online Enrollee can list an additional amount for each Student Loan during the Online Enrollment Process.)*

SECTION 3: TERMS AND CONDITIONS

1) By signing below, Obligor agrees that he or she has read, understands and agrees to be bound by all of the terms and conditions of this Agreement and any terms and conditions provided to Obligor during the Online Enrollment Process (in the case of an Online Enrollee) ("*Online Terms*"), and Obligor authorizes Servicer to debit the Bank Account, according to the terms and conditions of this Agreement. The terms and conditions of this Agreement include all of the provisions of this Agreement, including without limitation the provisions of the attached Disclosure Statement and the Online Terms (in the case of an Online Enrollee).

2) See Section 16 of the Disclosure Statement (Account Status Requirement) if a Student Loan is past due at the time the Obligor authorizes this Agreement.

3) Obligor also hereby authorizes Lender, Servicer and their respective agents, contractors, vendors and servicer(s) to contact Obligor regarding the Student Loan(s), including repayment of the Student Loan(s), in any manner, including at any current or future numbers provided, including for cellular telephone or other wireless device, using automated telephone dialing equipment or artificial or prerecorded voice or text messages, email directed to Obligor at a mobile telephone service, or email otherwise directed to Obligor. Lender, Servicer and their respective agents, contractors, vendors and servicer(s) may use such means of communication even if Obligor will incur costs to receive such communication.

Obligor further understands and agrees that this Agreement will remain in full force and effect until this Agreement is terminated according to Section 4 of the Disclosure Statement below. Obligor understands and agrees that as this is an Automatic Payment transaction, adequate funds must be available for withdrawal from the Bank Account by the effective date of such payment, as described in Sections 2 and 4 of the Disclosure Statement below.

OBLIGOR PRINTED NAME (REQUIRED) _____**DATE** _____

OBLIGOR SIGNATURE (REQUIRED) _____

If the Student Loan(s) has a co-borrower, signatures from both the Borrower and co-borrower must be present in order for a forbearance to be placed under Section 16 of the Disclosure Statement. In such case, if the Obligor is the Borrower, the co-borrower must also sign below, and if the Obligor is the co-borrower, the Borrower must also sign below.

BORROWER/CO-BORROWER PRINTED NAME (IF APPLICABLE)_____**DATE** _____

BORROWER/CO-BORROWER SIGNATURE (IF APPLICABLE)_____

Auto Pay Authorization Agreement – Disclosure Statement for Recurring Automatic Payments

1) Applicability of Promissory Note Terms/Authority for Automatic Payment/Approval of Agreement

You represent and warrant to Servicer that you have the right, power and authority and are authorized by yourself, and without any further authorization or consent from anyone else, to execute this Agreement; to agree to the terms of this Agreement; and to authorize Servicer to make automatic debits to, and to authorize the Bank to allow automatic debits to, the Bank Account under this Agreement. Servicer will not begin Automatic Payments authorized by this Agreement until it is approved, and Servicer shall not be obligated to effect Automatic Payments authorized by this Agreement until Servicer approves this Agreement. After Servicer has reviewed this Agreement, Servicer will notify Obligor whether this Agreement is approved. Notification of approval of this Agreement may be expressed to you by written or verbal notice or by initiating any transaction authorized by this Agreement, that is not already authorized under a Prior Form (as defined hereafter), which initiation shall constitute notice of approval of the Agreement and agreement to its terms by Servicer.

If Servicer has approved any other Auto Pay Authorization Agreement or another form that is substantially similar to this Agreement (an "***Existing Alternative Account Agreement***") identifying Servicer as a servicer of any of the Student Loan(s) and authorizing Automatic Payments for any of the Student Loan(s) from any bank account other than the "Bank Account" identified in this Agreement or during the Online Enrollment Process (in the case of an Online Enrollee), Servicer will not approve this Agreement until the authorization to make electronic debit entries to such other bank account under such other Existing Alternative Account Agreement is terminated.

2) The Type and Nature of Automatic Payment

Each Automatic Payment will be effective on the applicable payment due date for each of the Student Loan(s). Each payment will be withdrawn from your Bank Account, and the payment amount will be equal to your monthly payment for each of the Student Loan(s) and other amounts due based on the applicable Student Loan(s) repayment schedule(s) and obligations plus any additional amount authorized in this Agreement (during the Online Enrollment Process in the case of an Online Enrollee) and under applicable law. If a payment date falls on a federal holiday or weekend, it may take up to an additional three (3) business days for the payment to be withdrawn from your Bank Account.

3) In Case of Errors and Questions About Your Automatic Payments

All questions and concerns about Automatic Payments made under this Agreement with the Servicer (including, but not limited to, whether a transfer occurred) should be directed to Servicer. Servicer is responsible for the Auto Pay service and for resolving any errors in transactions made with your Automatic Payments. You have the right to file an error resolution with your Bank and there may be a specified timeframe in which the account holder is required to assert an error. Servicer will not send you a periodic statement listing Auto Pay transactions. The transactions will appear only on the statement issued by your Bank or other financial institution. If you have any questions about the Automatic Payments authorized under this Agreement, contact Servicer. If Servicer is MOHELA, call 888.866.4352, write MOHELA, 633 Spirit Drive, Chesterfield MO 63005-1243, or log in and send a secure email through mohela.studentaid.gov.

You understand that you have certain rights under the Electronic Funds Transfer Act and its implementing regulation ("***Regulation E***") with respect to unauthorized Automatic Payments and the resolution of errors related to Automatic Payments, and that, if you suspect an error in any Auto Pay transaction, you may contact the Bank to preserve those rights. This will not negate your and any other Borrower's, co-borrower's or endorser's responsibility to make payments on the Student Loan(s) as required by the applicable promissory note(s) during the investigation by Bank.

4) Termination, Changes, Assignment, Insufficient Funds

Obligor may have authorized Servicer to effect Automatic Payments on one or more Student Loan(s), pursuant to another Automatic Payment Authorization Agreement or another form that is substantially similar to this Agreement (a "***Prior Form***"). This Agreement supersedes any Prior Form authorizing Automatic Payments on the same Student Loan(s).

This Agreement may be terminated upon verbal or written agreement by you and Servicer. You may also terminate this Agreement using the website provided in this Agreement. This Agreement is not assignable by you. Servicer may assign its rights and obligations under this Agreement to a third party at any time, and you consent to any such assignment and to any assignment of such rights and obligations to any new Servicer. This Agreement shall continue in effect until the earlier of the following: (i) the Student Loan(s) are each paid in full, (ii) this Agreement is superseded by another Auto Pay Authorization Agreement related to the same Student Loan(s), or (iii) this Agreement is terminated by you or Servicer in accordance with the terms of this Agreement.

You must maintain a valid mailing address on file with Servicer to ensure Servicer is able to communicate regarding your account and your enrollment in Auto Pay. If you do not maintain a valid mailing address on file with Servicer, your Automatic Payment may not be withdrawn.

Servicer or you may also terminate this Agreement, unilaterally, at any time, with or without cause, by giving not less than three (3) business days advance oral or written notice to the non-terminating party. You may provide such notice to Servicer by logging into Servicer's website, sending a secure electronic message through such website to Servicer, or by using the telephone number or mailing address provided in this Agreement. Such a phone call, mailed writing or secure electronic message may be made to terminate Automatic Payments; provided that, Servicer must receive your call, mailed writing or secure electronic message by 4:00 p.m. CT, three (3) business

phone 888.866.4352   fax 866.222.7060   TDD Dial 711
633 Spirit Drive, Chesterfield, MO 63005-1243
Submit on mohela.studentaid.gov
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days or more before the next Automatic Payment is scheduled to be made in order for Automatic Payments to be terminated. You and each other Borrower, co-borrower, or endorser are responsible for all monthly payments on the Student Loan(s) for which you have terminated Automatic Payments. You must select another payment option made available by Servicer in place of the terminated enrollment in Auto Pay. In the case of Servicer, Servicer will normally terminate this Agreement if Servicer receives three (3) consecutive insufficient funds returns. After any termination of this Agreement, you may reapply for Auto Pay the next month. It is your responsibility to ensure that you have sufficient funds to cover each Automatic Payment. Servicer is authorized to collect by Automatic Payment under this Agreement any additional fees, as permitted by law and/or your or any other Borrower's, co-borrower's, or endorser's promissory note(s) for the Student Loan(s), resulting from insufficient funds. You may also be charged a return fee by the Bank if funds are not available in the Bank Account at the time of an Automatic Payment.

If Servicer initiates a monthly payment amount change for any of the Student Loan(s), the new payment amount and any additional amount you previously requested to be processed via Auto Pay will continue to be included in Automatic Payments. You have the right to receive notice of the amount and date of the transfer at least ten (10) days before the scheduled date of transfer if any Automatic Payment amount will vary from (i) the previous Automatic Payment amount or (ii) a preauthorized amount, under this Agreement.

You are required to promptly submit a new Auto Pay Authorization Agreement to Servicer to make changes including, but not limited to, your ABA/Routing number, deposit account number and/or any additional amount. You may also notify Servicer in writing to remove the monthly additional amount withdrawn. You are also required to submit a new and separate Auto Pay Authorization Agreement in order to preauthorize Automatic Payments for any other student loans not covered under this Agreement. You understand that each new Auto Pay Authorization Agreement will not be effective until approved by Servicer under Section 1 of this Disclosure Statement, and any submission of a new Auto Pay Authorization Agreement shall not relieve the requirement to make monthly payments on the Student Loan(s) when due. If MOHELA receives notification of change for your Bank Account information, MOHELA may notify you and require you to reapply. If so, please contact your Bank and reapply with your correct banking information.

5) Servicer's Liability for Failure to Stop Automatic Payments
If you request Servicer to stop a payment three (3) business days or more before the transfer is scheduled, and Servicer does not do so, the Servicer may be liable for your losses or damages, to the extent permitted by applicable laws.

6) Servicer's Liability for Failure to Transfer Payments
If Servicer does not complete a transfer from your account according to this Agreement, Servicer will be liable for your loss or damages, to the extent permitted by applicable laws. However, there are some exceptions. Servicer will not be liable for instance (as applicable):
   1) If through, no fault of Servicer, you do not have enough money in your Bank Account to make the transfer;
   2) If circumstances beyond Servicer's control (such as fire, flood, power or computer failure) prevent the transfer, despite reasonable precautions that have been taken by Servicer to prevent such occurrence, and Servicer exercised such diligence as the circumstances required;
   3) If the money in your Bank Account is subject to legal process or other encumbrance restricting the transfer;
   4) The transfer would exceed an established credit limit;
   5) An electronic terminal has insufficient cash to complete the transaction;
   6) If Servicer's action or failure to act resulted from a technical malfunction which was known to Obligor at the time Obligor attempted to initiate the transfer or, in the case of a preauthorized transfer, at the time such transfer should have occurred; or
   7) There may be other exceptions stated in this Agreement with you.

7) Resuming Automatic Payments After Deferment, Forbearance, or Grace Period
If you are granted a forbearance or deferment on any of the Student Loan(s) (the "*Deferred Student Loan(s)*") after this Agreement is effective, the forbearance or deferment will not automatically terminate this Agreement, Automatic Payments will continue for any other Student Loan(s) that have not been granted a forbearance or deferment, and Automatic Payments under this Agreement will resume for the Deferred Student Loan(s) with the first payment due following the deferment, forbearance or grace period, unless you terminate this Agreement according to its terms. Any interest rate reduction from Auto Pay will be removed for the Deferred Student Loan(s) during a period in which you do not use Auto Pay. Automatic Payments for the Deferred Student Loan(s) will resume at the end of any deferment, forbearance, or grace period.

8) Confidentiality/Privacy
Servicer may disclose information to third parties regarding your Bank Account, the Student Loan(s) account(s) and/or Automatic Payments in accordance with the rules and law applicable to the promissory note(s) between Borrower and Lender, including but not limited to, the following circumstances:
   a) When necessary to complete an Automatic Payment;
   b) To verify the existence and condition of your account(s) for a credit bureau or merchant;
   c) In order to comply with government agency requests, subpoenas, or orders, lawful discovery under federal or state rules of civil and criminal procedure, court orders, or as otherwise required by applicable law; or
   d) If you give Servicer written permission to do so;

provided that, Servicer is also expressly permitted to disclose any such information to its officers, employees, directors, agents and affiliates.

phone 888.866.4352   fax 866.222.7060   TDD Dial 711
633 Spirit Drive, Chesterfield, MO 63005-1243
Submit on mohela.studentaid.gov
RETAIN FOR YOUR RECORDS

9) Other Agreements and Regulations

Automatic Payments are subject to all applicable laws, rules and regulations governing debits to accounts and all other applicable agreements and disclosures for deposit and overdraft line of credit accounts, and are subject to any future changes.

10) Business Days

For purposes of this Agreement, business days are Monday through Friday, excluding federal bank holidays.

11) Auto Pay Statements

You will receive monthly account statement(s) from Servicer regarding the Student Loan(s) on Auto Pay, but such statement(s) will not include a list of the Auto Pay transactions authorized by this Agreement. The Auto Pay transactions will appear only on the periodic statements issued by your Bank or other financial institution pursuant to applicable laws and regulations, as described in Section 3 of this Disclosure Statement. You may sign up for paperless delivery of the statement(s) and all other communications at mohela.studentaid.gov.

12) Paid Ahead Status

Servicer will debit your scheduled monthly payment amount and any additional amount you have requested each month, even if the applicable Student Loan(s) is in a paid ahead status.

13) Disclosure

You should keep a copy of this disclosure for your records. You have also been provided two copies of this Agreement; please complete, sign, date and return one copy to MOHELA at the previously provided address and keep the other copy for your records. Or, in the alternative, if you have agreed to Electronic Signature and submit this Agreement to Servicer electronically in a manner permitted by Servicer, you have been provided an electronic copy of this Agreement, in the manner required by Servicer, for your records.

14) Interest Rate Reduction

The Student Loan(s) owner may offer an interest rate reduction for one or more Student Loan(s) while such Student Loan(s) are enrolled in Auto Pay, pursuant to the terms set forth in the introductory paragraph of this Agreement. If such an interest rate reduction is offered, and this Agreement is terminated, or Auto Pay is terminated, returned for insufficient funds, or if you default on or consolidate any Student Loan(s) enrolled in Auto Pay, you may lose any interest rate reduction that may have been applicable. As noted above, you may also lose any interest rate reduction during periods of deferment, forbearance, or grace. If the interest rate reduction is lost, then the interest rate in accordance with Borrower's applicable promissory note will apply.

15) Definitions

   a) "**Automatic Payment**" or "**Auto Pay**" has the meaning set forth in the introductory paragraph of this Agreement.
   b) "**Bank**" is the financial institution identified (i) during the Online Enrollment Process, in the case of an Online Enrollee, or (ii) on this Agreement under Bank Institution Information, which, in either case, maintains Obligor's Bank Account.
   c) "**Bank Account**" means the deposit account of Obligor identified (i) during the Online Enrollment Process, in the case of an Online Enrollee, or (ii) on this Agreement under Bank Institution Information.
   d) "**Borrower**" means the individual identified as the "Borrower" (i) during the Online Enrollment Process, in the case of an Online Enrollee or (ii) on this Agreement under Student Loan(s) and Obligor Information, who, in either case, is the borrower under each of the Student Loan(s).
   e) "**Lender**" means U.S. Department of Education, or any successor or assigns thereto.
   f) "**MOHELA**" means the Higher Education Loan Authority of the State of Missouri, or any successor or assigns thereto.
   g) "**Obligor**" means the individual identified as the "Obligor" (i) during the Online Enrollment Process, in the case of an Online Enrollee, or (ii) on this Agreement under Student Loan(s) and Obligor Information, who, in either case, is signing this Agreement as the Obligor and is authorizing Auto Pay for each of the Student Loan(s) under this Agreement. Obligor is also referred to in this Agreement as "you" and with terms "your" and "yours." Obligor must be the Borrower or a co-borrower or endorser for each of the Student Loan(s).
   h) "**Online Enrollee**" means an Obligor that enrolls in Auto Pay through Servicer's Online Enrollment Process.
   i) "**Online Enrollment Process**" means a process available to Obligor to electronically enroll in Auto Pay with Servicer, in a manner permitted by applicable laws and authorized by Servicer in its sole discretion. Any information provided (i) by Servicer to an Obligor, or (ii) from an Obligor to Servicer, during the Online Enrollment Process is incorporated into this Agreement by reference.
   j) "**Servicer**" means MOHELA or any other agent designated from time to time by Lender to conduct Automatic Payments under this Agreement, and any successors or assigns thereto.
   k) "**Student Loan(s)**" means each of the student loan(s) made by Lender to Borrower, serviced by Servicer, and in repayment status on the date of this Agreement or will enter repayment status within 45 days of the date of this Agreement. If you only (i) selected certain Student Loan(s) for Auto Pay during the Online Enrollment Process (in the case of an Online Enrollee) or (ii) specifically identified certain Student Loan(s) for Auto Pay in Section 1 of this Agreement under Student Loan(s) and Obligor Information, the term "Student Loan(s)" shall only include such selected or identified Student Loan(s) for purposes of this Agreement. For avoidance of doubt, "Student Loan(s)" does not include any other student loan made by Lender to Borrower or any other student loan serviced by Servicer or in the case of an Obligor that is a co-borrower or endorser, any student loan made by Lender to the Borrower for which Obligor did not act as the co-borrower or endorser.

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16) Account Status Requirement

If the Student Loan(s) is past due at the time you authorize this Agreement, Borrower and co-borrower, if applicable, hereby request a General Forbearance to cover all payments due on the Student Loan(s) before the initial Auto Debit under this Agreement. Unpaid interest may be capitalized (added to the principal balance) when the forbearance ends. If the Student Loan(s) has a co-borrower, signatures from both the Borrower and co-borrower must be present in order for a forbearance to be placed.

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