



October 10, 2024

The Honorable Rohit Chopra  
Director  
Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

**RE: MOHELA Practices May Violate Federal Consumer Financial Laws**

Dear Director Chopra:

We are writing to alert you to practices by the Missouri Higher Education Loan Authority (MOHELA) that appear to violate federal consumer financial laws.

As you are aware, MOHELA has a long history of improper and unlawful business practices that routinely harm millions of its customers.<sup>1</sup> Amid mounting concerns about misinformation on MOHELA's website and potential liability for these abuses, it appears that MOHELA is now disclaiming the "quality" and "accuracy" of the information on its website and is forcing its customers to agree to an illegal and unenforceable waiver of liability and waiver of legal remedies otherwise available to its customers under federal and state law.<sup>2</sup>

Student loan borrowers do not get to choose MOHELA as their loan servicer; they are required by the owner of their student loan to make payments and obtain account information through MOHELA's websites. Nevertheless, MOHELA presses these customers into waiving their rights. For example, millions of borrowers with federal student loans are presented with an expansive waiver when they access their student loan accounts at [mohela.studentaid.gov](https://mohela.studentaid.gov) (Appendix A).<sup>3</sup> MOHELA customers with private student loans made by banks like KeyBank (d/b/a Laurel Road) and SoFi are presented with a similar waiver (Appendix B).<sup>4</sup> MOHELA's customers are told:

By entering or using of this website, you confirm that you have read and understand these Terms and agree to be bound by them. MOHELA requires all visitors to our website to

---

<sup>1</sup> For further discussion of MOHELA's harmful practices, see U.S. Senate Committee on Banking, Housing, and Urban Affairs, Subcommittee Hearing: MOHELA's Performance as a Student Loan Servicer (2024), <https://www.banking.senate.gov/hearings/mohelas-performance-as-a-student-loan-servicer>.

<sup>2</sup> See *Appendix A* and *Appendix B*

<sup>3</sup> *Appendix A*

<sup>4</sup> *Appendix B*

agree and adhere to these Terms, without modification or limitation. If you do not agree to these Terms, you are not authorized to access or use this website.<sup>5</sup>

While the existence of this waiver is cause for alarm, the substance of the waiver is even more disturbing. MOHELA, which is paid hundreds of millions of dollars to advise borrowers about repayment options, collect monthly payments, and manage loan accounts, warns its customers that the company will not:

WARRANTY OR GUARANTY THAT THE WEBSITE OR THE CONTENT OF THIS WEBSITE IS ERROR FREE OR... WILL BE ACCURATE OR RELIABLE...<sup>6</sup>  
(capitalization original)

Earlier this year, AFT filed a lawsuit against MOHELA for a wide range of unlawful practices related to its handling of federal student loans owned by the U.S. Department of Education. These allegations include claims that MOHELA unfairly and deceptively provided borrowers with inaccurate information on its website, in violation of the District of Columbia's state consumer protection law.<sup>7</sup> Taken in this context, MOHELA's waiver would suggest the financial services firm has abandoned any duty of care owed to its customers and it is unwilling or unable to perform its most basic obligations to the holders of the loans it services.

MOHELA's waiver also appears to be a clumsy and potentially illegal effort to suppress efforts by borrowers to hold MOHELA accountable for its abuses. For example, MOHELA's customers with federal student loans are required to:

[AGREE] THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, MOHELA ... SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY CONTENT ON THE WEBSITE, EVEN IF MOHELA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.<sup>8</sup> (capitalization original)

---

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *American Federation of Teachers v. Missouri Higher Education Loan Authority* (1:24-cv-02460)

<sup>8</sup> *Appendix A*

In addition to this general waiver of rights, MOHELA also imposes a specific waiver of remedies and a statute of limitations for legal action on its customers—attempting to bar actions brought after more than one year and limiting damages to just \$100.<sup>9</sup>

The Bureau has called attention to unlawful conduct by market participants that force customers to waive rights guaranteed under federal consumer financial laws. For example, in 2023, the Bureau brought an enforcement action against Chime (d/b/a Sendwave) for “wrongly requiring consumers to waive their rights,<sup>10</sup> including their rights to privately enforce the Electronic Funds Transfer Act (EFTA).<sup>11</sup> In this matter, the Bureau found that Chime’s effort to compel its customers to waive their legal rights and remedies under EFTA violated both EFTA and the Consumer Financial Protection Act.<sup>12</sup> MOHELA’s conduct is similar in its effect and may also violate both laws.

This letter only addresses MOHELA’s potential unlawful practices with respect to the consumer financial laws enforced by the Bureau. This conduct also raises serious questions about whether it is lawful, appropriate, or consistent with MOHELA’s federal contract for it to require users of a website co-branded with the U.S. Department of Education’s Office of Federal Student Aid to waive their rights and remedies in this manner on a federal government website (mohela.studentaid.gov).<sup>13</sup>

This is corporate misbehavior at its worst. It is important for regulators to consider the abuses cited in this letter in the context of MOHELA’s heinous track record as a loan servicer. MOHELA routinely refuses to properly service borrowers.<sup>14</sup> It uses its position of power to bully

---

<sup>9</sup> *Id.* (“The total liability of MOHELA to you for all claims arising from the use of this website is limited to one hundred dollars (\$100)...You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the website or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.”).

<sup>10</sup> Consumer Financial Protection Bureau, Consent Decree with Chime Inc. d/b/a Sendwave (2023), [https://files.consumerfinance.gov/f/documents/cfpb-0012-chime-inc-dba-sendwave-consent-order\\_2023-10.pdf](https://files.consumerfinance.gov/f/documents/cfpb-0012-chime-inc-dba-sendwave-consent-order_2023-10.pdf).

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> Lawmakers recently raised significant concerns about the scope of the federal contracts awarded to MOHELA and other private-sector financial firms to administer the student loan system, including concerns about “white labeling” and co-branding federal governmental functions performed by private firms. MOHELA’s potential misconduct with respect to its waiver of liability offers a clear illustration of the potential harms caused by this contracting scheme. For further discussion see Senator Elizabeth Warren et. al, *Letter to Education Secretary Cardona on the USDS and BPO Contracts* (2024), [https://www.warren.senate.gov/imo/media/doc/final\\_-\\_warren\\_wyden\\_van\\_hollen\\_sanders\\_letter\\_to\\_ed\\_r\\_eusds.pdf](https://www.warren.senate.gov/imo/media/doc/final_-_warren_wyden_van_hollen_sanders_letter_to_ed_r_eusds.pdf).

<sup>14</sup> For further discussion of MOHELA’s track record of mismanagement and abuse, see AFT and SBPC, *The MOHELA Papers* (2024), [www.mohelapapers.org](http://www.mohelapapers.org)

critics who call it out.<sup>15</sup> It fights to dismiss consumer protection lawsuits, arguing that it is above the law.<sup>16</sup> Now it uses deception to lure borrowers into waiving rights protected under federal and state law.

Millions of borrowers depend on MOHELA for accurate, timely, and actionable information about their private and federal student loans. We urge you to take immediate action to protect borrowers' rights under the law and halt MOHELA's unlawful use of this waiver.

Sincerely,

Randi Weingarten  
President  
AFT, AFL-CIO

Mike Pierce  
Executive Director  
Student Borrower Protection Center

---

<sup>15</sup> See, e.g., SBPC, *MOHELA's Cease and Desist Letter Offers New Evidence of Mismanagement and Abuse* (2024), <https://protectborrowers.org/mohelas-cease-and-desist-letter-offers-new-evidence-of-mismanagement-abuse-by-the-scandal-ridden-student-loan-company/>

<sup>16</sup> See, e.g., SBPC and AFT, *MOHELA Claims to be Above the Law* (2024), <https://protectborrowers.org/mohela-claims-to-be-above-the-law-aft-claps-back-in-latest-court-filing/>; See also *Pellegrino v. Equifax Information Services, LLC*, 1:23-cv-01166, (E.D. Va.), <https://www.courtlistener.com/docket/68132481/pellegrino-v-equifax-information-services-llc/>; *Walker v. MOHELA*, 2024 WL3568576(E.D. Cal. July 26, 2024), <https://www.courtlistener.com/docket/59995682/121/walker-v-higher-education-loan-authority-of-the-state-of-missouri/>. (Two recent federal district court cases where federal judges reject MOHELA's argument that it is entitled to sovereign immunity as an "arm of the state" of Missouri.).

# APPENDIX A

## ! Important Announcement

[-] Hide

A federal court issued an injunction preventing the U.S. Department of Education from implementing parts of the Saving on a Valuable Education (SAVE) Plan and other IDR plans, including - for example - SAVE's monthly payment formula and loan forgiveness under SAVE, PAYE, and ICR plans. Please check [StudentAid.gov/saveaction](https://studentaid.gov/saveaction) for more information.

Borrowers can now apply for income-driven repayment (IDR) plans electronically rather than needing to upload an application to our website. Please visit [StudentAid.gov/IDR](https://studentaid.gov/IDR) to submit your application. If you already submitted an application through our portal you do not need to apply again.

## i Welcome to our new MOHELA portal!

[-] Hide

If your account recently transitioned to our new servicing portal, we're excited you're here. It's time to create an online account. You can also read our [info page about the transition](#). [↗](#)

 An official website of the United States government [Here's how you know](#) 



Important Announcements

Contact Us



Payment Methods

In Repayment

Loan Forgiveness & Discharge

Log In | Create Account

# MOHELA Privacy Policy and Website Security

## Our Commitment

MOHELA is committed to protecting and respecting the privacy of our customers. We will strive to maintain your privacy and ensure the confidentiality of the information you submit to us.

For more information about what type of information we collect and what we do with this information, read the privacy policies listed below.

# Privacy Policy

[MOHELA Privacy Policy](#)

[MOHELA Privacy Notice](#)

[U.S. Department of Education Privacy Policy](#)

If you have questions or concerns about the privacy of your information, please call us.

## Internet Privacy and Security

### MOHELA Security Information

MOHELA takes security and privacy very seriously. We realize that your data is valuable and we take appropriate steps to protect that data. To protect our borrowers, we have invested in the latest technology; including Web Application and Next Generation Firewalls as well as an industry leading Security Information Event Management Dashboard. We promise to continue to invest in technology and staff to keep your information secure.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

[View more information about our commitment to keeping your information safe.](#)

### Information Collected When You Visit This Site

When you enter this site, we do not collect personally identifiable information such as your name or email address. We do automatically collect the Internet Protocol (IP) address of your computer or handheld device. We store IP addresses in case we need to track a connection for security purposes, however, this information will not be shared with third parties for purposes unrelated to MOHELA. The information may be disclosed by MOHELA as it considers it necessary to comply with a legal requirement, and in investigating fraudulent activity or the misuse of this site.

### Cookies

This site uses "cookie" technology to make your navigation with our site quicker and simpler. A cookie is a small piece of text that a website stores on a user's computer to track the activities and preferences as the user navigates throughout the site. Some parts of this site may not work properly

if you do not accept the cookies. Accepting a cookie does not give the site access to your personally identifiable information.

## Email Address Usage

If you provide your email address to us, we may communicate via email about other services and product enhancements that may interest you. In each email message, you have the option to opt out of future email messages. If you reply to any email with a question or comment, we may reply to you via that email address and temporarily store your message and our reply for quality assurance or to comply with legal requirements.

## External Links

This website may contain connections or hyperlinks to websites operated by third parties. MOHELA does not control these other websites and is not responsible for them, including their availability, content and security. MOHELA's inclusion of any connection, hyperlink or mention of a third party on the MOHELA website does not imply any endorsement of any third party or materials and information provided by them.

## Children's Online Privacy Protection Act

MOHELA does not intend to collect information from children under 13 years of age. If we learn that we have inadvertently collected personal identifying information from a child under the age of 13, we will take all reasonable steps to ensure that this information is deleted from our files.

## Privacy Statement Changes

Our Privacy Statement is subject to change. Any changes will be posted here and the policy is effective when it is posted.

## Website Terms and Conditions of Use

*Effective Date: September 1, 2023*

These Website Terms and Conditions of Use (the "Terms") govern the use of the website located at [myaccount.mohela.studentaid.gov](https://myaccount.mohela.studentaid.gov) (the "website"), which is maintained by Higher Education Loan Authority of the State of Missouri ("MOHELA") and MOHELA's service provider, Fiserv, Inc. ("Fiserv"), and each account issued for the website (each a "User Account").



Please read these Terms carefully. By entering or using of this website, you confirm that you have read and understand these Terms and agree to be bound by them. MOHELA requires all visitors to our website to agree and adhere to these Terms, without modification or limitation. If you do not agree to these Terms, you are not authorized to access or use this website.

MOHELA reserves the right to change the Terms, at its sole discretion, at any time and without prior notice. If MOHELA does so, MOHELA will also update the effective date at the top of this page. Your continued use of the website after any such change to the Terms will be considered acceptance of any such modification.

Any and all rights not expressly granted in these Terms are reserved by MOHELA.

**PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THE TERMS OR ON THE WEBSITE TO THE CONTRARY, THE WEBSITE IS PROVIDED WITHOUT ANY WARRANTIES AND WITH LIMITATIONS ON MOHELA'S LIABILITY.**

1. **Governing law.** The Terms shall be governed by the laws of the State of Missouri, without reference to its conflict of law provisions, except to the extent that federal law may govern. If any provision is determined to be unenforceable, said unenforceability will not affect any other provision of the Terms.
2. **Modifications to the website.** MOHELA reserves the right to modify, change or discontinue the website at any time and for any reason without further notice to you.
3. **Intellectual Property.** MOHELA is the owner or licensee of all information and content on this website, including the website's overall appearance, except as otherwise noted. The information and content of this website belong to MOHELA, and to others, and is protected by U.S. and international copyright laws. All other product names contained in this website may be trademarks or service marks of their respective owners.
4. **License to you.** Conditioned on, and subject to, your strict compliance with these Terms, MOHELA authorizes you to use this website for only personal, non-commercial purposes to (i) obtain information about MOHELA and its products and services, and use certain services made available via the website, (ii) manage your loans and User Account(s), and (iii) for other purposes expressly permitted by MOHELA in writing on the website, in each case to the extent the website and any features of or content on the website are made available to you. You may view and/or print pages from the website for your own personal use subject to restrictions in these Terms. Except as expressly stated in these Terms, no rights or licenses to any copyright, trademark, patent or other intellectual property right of MOHELA or any third party nor any right to any portion of the information or content of this website shall be granted or implied. You are granted a non-exclusive, non-assignable, non-sublicensable and non-transferable license to use this website (and the features and content of such website) only under the terms and conditions stated herein.

5. **License to MOHELA.** By using this website you automatically grant MOHELA the royalty free, perpetual, irrevocable, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, distribute, translate, create derivative works from, perform and display such content (in whole or in part) on the website or to incorporate it in other works in any form, without restriction or compensation.
6. **Requirements and Restrictions.**
- 6.1 The use or misuse of the content, images or information contained in this website, except as expressly authorized in these Terms or otherwise in writing, is strictly prohibited.
- 6.2 You agree that you will not (i) use any device, software or any other mechanism or procedure to monitor the website content, (ii) republish, publicly display, distribute, modify, or copy website content, or make any derivative works of any website content, (iii) create frames around the website's pages or use other techniques that alter in any way the visual presentation or appearance of the website or its content, (iv) use the website for any purpose that is prohibited by these Terms or is otherwise unlawful, (v) use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the website except for customary search engines used in accordance with automated instructions directed to search engines and available on the website, or (vi) interfere or attempt to interfere in any way with the proper working of this website or any other user's experience on the website.
- 6.3 You agree to comply with all applicable local, state, federal and international laws and regulations when using this website.
- 6.4 You acknowledge and agree that you are solely responsible for your actions, the content of your transmissions while using this website.
- 6.5 If you provide any content or information to MOHELA, you agree to provide only true, accurate, current and complete information that you are authorized to provide to MOHELA. You agree to truthfully and accurately represent yourself when communicating with MOHELA using this website and agree not to impersonate another or otherwise falsely state your identity or association with a particular person or entity.
- 6.6 You agree to not transmit any messages, images or materials which are corruptive, contain viruses, constitute "spam" or are unlawful, harmful, threatening, abusive, tortuous, libelous, harassing or otherwise objectionable.
7. **Accounts.**
- 7.1 Portions of the website available to different visitors may vary. For example, MOHELA may provide a user with a User Account that may provide access to information and features

unavailable to other website visitors. You agree not to use or access, or attempt to use or access, any portion of the website for which you are not intentionally given access to by MOHELA.

- 7.2 You acknowledge that, if MOHELA issues a User Account to you, your User Account is personal to you, and you agree (i) not to provide any other person with access to the website or your User Account, unless MOHELA provides written authorization for you to do so, (ii) to notify MOHELA immediately of any unauthorized access to or use of your User Account or any other breach of security, and (iii) to ensure that you exit from your User Account at the end of each session.
- 7.3 You should (i) use caution when accessing your User Account from a public or shared computer so that others are not able to view or record your password or other personal information, and (ii) protect your username and password by, among other things, keeping them confidential.
- 7.4 If, notwithstanding the obligations in these Terms, you allow another party to use your User Account, you will be responsible for all use by that party using your User Account.
- 7.5 MOHELA has the right to disable any user name or password at any time in its sole discretion, for any or no reason, including if, in MOHELA's opinion, you have violated any provision of these Terms.
- 7.6 You agree that MOHELA may terminate or suspend your password, User Account or your access to and use of this website or any portion thereof (including, without limitation, your User Account), at any time and in MOHELA's sole discretion without further notice to you. You agree that (i) if your authorization to enter the website and/or your User Account is terminated, you will not thereafter enter, or attempt to enter, as applicable, the website and/or your User Account, directly or indirectly, and (ii) if your authorization to enter the website or User Account is suspended, you will not thereafter enter, or attempt to enter, as applicable, the website and/or your User Account, directly or indirectly, until your suspension is removed and MOHELA gives you express notice thereof.

## 8. Linking.

- 8.1 Subject to the further provisions of this Section 8, MOHELA welcomes links to the website from other websites. If MOHELA demands that you not link to the website, or any portion of the website, you agree that you will not, directly or indirectly, link to the website or such portion of the website as directed in MOHELA's demand, at any time after such demand is made.
- 8.2 MOHELA may provide hyperlinks to other websites and Internet resources operated by parties other than MOHELA. MOHELA has no control over such websites and resources or their privacy policies (which may be different than MOHELA's Privacy Policy). Such

hyperlinks are provided for your reference only. The inclusion of hyperlinks to such websites does not imply any sponsorship, affiliation or endorsement of the content on such websites or with their operators.

9. **Jurisdiction.** MOHELA controls and oversees the website from the United States of America. The website content may not be appropriate or available for use outside of the United States. If you use the website from locations outside of the United States, you are responsible for compliance with any applicable local laws.

**Notices.** You also agree to provide all notices to MOHELA in writing via email or through the U.S. Postal Service.

10. **Security/Confidentiality.** MOHELA cannot guarantee the confidentiality of transmissions over the Internet. MOHELA is not responsible for technical failures of any kind.

11. **Disclaimer of Warranties.**

11.1 The website and all services, information and other content on the website are provided AS IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL SERVICES, INFORMATION AND OTHER CONTENT ON THE WEBSITE ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, TO THE USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; 8) TITLE AND 9) AVAILABILITY. USER AGREES THAT ANY EFFORTS BY MOHELA TO MODIFY ITS PRODUCTS OR SERVICES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.2 **WITHOUT LIMITING THE FOREGOING**, MOHELA MAKES NO WARRANTY OR GUARANTY THAT THE WEBSITE OR THE CONTENT OF THIS WEBSITE IS ERROR FREE OR WILL OPERATE UNINTERRUPTED AND FREE OF VIRUSES OR OTHER ITEMS OF A DESTRUCTIVE NATURE, WILL BE ACCURATE OR RELIABLE. **THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

11.3 *Exception:* In certain states, the law may not allow MOHELA to disclaim or exclude certain warranties, so certain of the above disclaimers may not apply to you.

12. **Limitation of Liability & Limitations on Actions.**

12.1 **USER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, MOHELA AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS,**

**LICENSORS, SUPPLIERS, AGENTS, OFFICERS, MEMBERS, OR DIRECTORS AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY CONTENT ON THE WEBSITE, EVEN IF MOHELA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.**

12.2 Some jurisdictions do not permit the exclusion or limitation of liability for certain types of damages, and, as such, some portion of the above limitation may not apply to you. In such jurisdictions, MOHELA's liability is limited to the greatest extent permitted by law.

12.3 YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE IS TO STOP USING THIS WEBSITE AND/OR THOSE SERVICES CONTAINED ON THIS WEBSITE.

12.4 The total liability of MOHELA to you for all claims arising from the use of this website is limited to one hundred dollars (\$100).

12.5 You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the website or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. **Entire agreement.** These Terms supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this agreement contains all of the covenants and agreements between the parties with respect thereto.

14. **Indemnification.** You agree to defend, indemnify, and hold harmless MOHELA, its officers, directors, employees and agents, from and against any claims, costs, actions or demands, known or unknown, in tort or in contract, including without limitation all reasonable attorney and accounting fees, resulting from your use of this website, or your breach of these Terms.

15. **Contact Information.** If you have any questions regarding any of these Terms, please contact:

MOHELA  
Attn: Legal Department  
633 Spirit Drive  
Chesterfield, MO 63005





## Federal Student Loan Management

[Postpone Payments](#)

[Loan Forgiveness & Discharge](#)

[Loan Consolidation](#)

[Military Benefits](#)

## Help & Support

[Contact Us](#)

[Info Center](#)

[FAQs](#)

[Sitemap](#)

## About Us

[New to MOHELA](#)

[About MOHELA](#)

[Careers](#)

[Feedback](#)

[WebMaster](#)

## Contact Info

1-888-866-4352 (Toll Free)

636-532-0600 (International)

TTY: Dial 711

Fax

1-866-222-7060 (Toll Free)

636-787-4038 (International)

Public Service Loan Forgiveness

800-4-FEDAID

Official Servicer of

**Federal Student Aid**

An OFFICE of the U.S. DEPARTMENT of EDUCATION

Federal Student Aid (FSA) is your federal loan provider. FSA uses servicers (private companies) like MOHELA to manage billing, questions, and payments, and to help you enroll in the best repayment plan for you.

[Learn more about Federal Student Aid](#) 

[See your repayment options with \*Loan Simulator\*](#) 

[Privacy Policy](#)

[Security](#)

[Accessibility](#)

[Disclaimer of Endorsement](#)

[Massachusetts State Ombudsman](#)

[usa.gov](#) 

[ed.gov](#) 

[StudentAid.gov](#) 

[NMLS Resource Center](#) 

NMLS # 1442770

*Copyright © 2024 Higher Education Loan Authority of the State of Missouri (MOHELA). All Rights Reserved.*

# APPENDIX B



[Make a Payment](#)[Get to Know SoFi](#)[Documents](#)[Contact Us](#)[Log In](#)

# MOHELA Privacy Policy and Website Security

## Our Commitment

MOHELA is committed to protecting and respecting the privacy of our customers. We will strive to maintain your privacy and ensure the confidentiality of the information you submit to us.

For more information about what type of information we collect and what we do with this information, read the privacy policies listed below.

## Privacy Policy

[MOHELA Privacy Policy](#)  
[Sofi Privacy Notice](#)

If you have questions or concerns about the privacy of your information, please call us.

## Internet Privacy and Security

### MOHELA Security Information

MOHELA takes security and privacy very seriously. We realize that your data is valuable and we take appropriate steps to protect that data. To protect our borrowers, we have invested in the latest technology; including Web Application and Next Generation Firewalls as well as an industry leading Security Information Event Management Dashboard. We promise to continue to invest in technology and staff to keep your information secure.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

[View more information about our commitment to keeping your information safe.](#)

## Information Collected When You Visit This Site

When you enter this site, we do not collect personally identifiable information such as your name or email address. We do automatically collect the Internet Protocol (IP) address of your computer or handheld device. We store IP addresses in case we need to track a connection for security purposes, however, this information will not be shared with third parties for purposes unrelated to MOHELA. The information may be disclosed by MOHELA as it considers it necessary to comply with a legal requirement, and in investigating fraudulent activity or the misuse of this site.

## **Cookies**

This site uses "cookie" technology to make your navigation with our site quicker and simpler. A cookie is a small piece of text that a website stores on a user's computer to track the activities and preferences as the user navigates throughout the site. Some parts of this site may not work properly if you do not accept the cookies. Accepting a cookie does not give the site access to your personally identifiable information.

## **Email Address Usage**

If you provide your email address to us, we may communicate via email about other services and product enhancements that may interest you. In each email message, you have the option to opt out of future email messages. If you reply to any email with a question or comment, we may reply to you via that email address and temporarily store your message and our reply for quality assurance or to comply with legal requirements.

## **External Links**

This website may contain connections or hyperlinks to websites operated by third parties. MOHELA does not control these other websites and is not responsible for them, including their availability, content and security. MOHELA's inclusion of any connection, hyperlink or mention of a third party on the MOHELA website does not imply any endorsement of any third party or materials and information provided by them.

## **Children's Online Privacy Protection Act**

MOHELA does not intend to collect information from children under 13 years of age. If we learn that we have inadvertently collected personal identifying information from a child under the age of 13, we will take all reasonable steps to ensure that this information is deleted from our files.

## **Privacy Statement Changes**

Our Privacy Statement is subject to change. Any changes will be posted here and the policy is effective when it is posted.

## **WebSite Terms and Conditions of Use and Agreement**

Please read the following website terms and conditions carefully. Your use of this site means that you have read and acknowledged these terms and conditions of use and agree to be bound by them. MOHELA requires all visitors to our site to adhere to the following website terms and conditions of use without modification or limitation by the user. If you do not wish to be held to these terms and conditions, you are not authorized to access or use this site. MOHELA reserves the right to change the terms and conditions of use, at its sole discretion, at any time and without prior notice. MOHELA also reserves the right to modify, change or discontinue the website at any time and for any reason without further notice to you. Your continued use of MOHELA's website after any such change to the website itself or the terms and conditions of its use will be considered constructive acceptance of any such modification. Any and all rights not expressly granted in these terms and conditions are reserved by MOHELA.

The website terms and conditions of use shall be governed by the laws of the State of Missouri, without reference to its conflict of law provisions, except to the extent that federal law may govern. If any provision is determined to be unenforceable, said unenforceability will not affect any other provision of the website terms and conditions of use.

MOHELA is the owner or licensee of all information and content on this site, including the site's overall appearance, except as otherwise noted. The information and content of this site is protected by U.S. and international copyright laws. You are authorized to use this site for only personal, non-commercial purposes. Except as expressly stated in this notice, no rights or licenses to any copyright, trademark, patent or other intellectual property right of MOHELA or any third party nor any right to any portion of the information or content of this site shall be granted or implied. The following product names are registered trademarks and service marks of MOHELA; Rate Relief, EDCASH, MEDCASH, MEDCASH+, GRADCASH, LAWCASH and BARCASH. All other product names contained in this website may be trademarks or service marks of their respective owners. By using this website you automatically grant MOHELA the royalty free, perpetual, irrevocable, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, distribute, translate, create derivative works from, distribute, perform and display such content (in whole or in part) on the website or to incorporate it in other works in any form, without restriction or compensation.

The use or misuse of the content, images or information contained in this website, except as expressly authorized, is strictly prohibited. You agree that you will not use any device, software or any other mechanism or procedure to monitor or copy site content or interfere or attempt to interfere in any way with the proper working of this website. You also agree to follow all applicable local, state, federal and international laws and regulations in the use of this website. You further agree to be solely responsible for your actions and the content of your transmissions while using this website. You agree to truthfully and accurately represent yourself when communicating with MOHELA using this website and agree not to impersonate another or otherwise falsely state your identity or association with a particular entity. You agree to not transmit any messages, images or materials which are corruptive, contain viruses, constitute "spam" or are unlawful, harmful, threatening, abusive, tortuous, libelous, harassing or otherwise objectionable.

You agree that MOHELA may terminate your password, website account or your access to this website at any time and in MOHELA's sole discretion without further notice to you. You also agree to provide all notices to MOHELA in writing via email or through the U.S. Postal Service. You are granted a non-exclusive, non-assignable and non-transferable license to use this website only under the terms and conditions stated herein.

MOHELA cannot guarantee the confidentiality of transmissions over the Internet. MOHELA is not responsible for technical failures of any kind. MOHELA makes no warranty or guaranty that the content of this website is error free or will operate uninterrupted and free of viruses or other items of a destructive nature.

The MOHELA website as presented, updated, modified and maintained along with all services, information and other content and accessibility are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO THE USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. USER AGREES THAT ANY EFFORTS BY MOHELA TO MODIFY ITS PRODUCTS OR SERVICES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. USER FURTHER AGREES THAT MOHELA SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF MOHELA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to the user. In such jurisdictions, MOHELA's liability is limited to the greatest extent permitted by law. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE AND/OR THOSE SERVICES CONTAINED ON THIS SITE. The total liability of MOHELA to you for all claims arising from the use of this web site is limited to one hundred dollars (\$100). You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the site or the terms or conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

This website conditions and terms of use and agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this agreement contains all of the covenants and agreements between the parties with respect thereto.

You agree to defend, indemnify, and hold harmless MOHELA, its officers, directors, employees and agents, from and against any claims, costs, actions or demands, known or unknown, in tort or in contract, including without limitation all reasonable attorney and accounting fees, resulting from your use of this website, or your breach of these terms and conditions.

## Help & Support

[Contact Us](#)

[Info Center](#)

[FAQs](#)

[Sitemap](#)

## About Us

[New to MOHELA](#)

[About MOHELA](#)

[Careers](#)

[WebMaster](#)

## Telephone

**877.292.7470 (Toll Free)**

## Hours

7 AM – 8 PM CT  
Monday – Thursday

7 AM – 5 PM CT  
Friday



[Make a Payment](#)[Welcome To MOHELA](#)[Info Center](#)[Documents](#)[Contact Us](#)[Log](#)[In](#)

# MOHELA Privacy Policy and Website Security

## Our Commitment

MOHELA is committed to protecting and respecting the privacy of our customers. We will strive to maintain your privacy and ensure the confidentiality of the information you submit to us.

For more information about what type of information we collect and what we do with this information, read the privacy policies listed below.

## Privacy Policy

[MOHELA Privacy Policy](#)  
[Laurel Road KeyBank Privacy Notice](#)

If you have questions or concerns about the privacy of your information, please call us.

## Internet Privacy and Security

### MOHELA Security Information

MOHELA takes security and privacy very seriously. We realize that your data is valuable and we take appropriate steps to protect that data. To protect our borrowers, we have invested in the latest technology; including Web Application and Next Generation Firewalls as well as an industry leading Security Information Event Management Dashboard. We promise to continue to invest in technology and staff to keep your information secure.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

[View more information about our commitment to keeping your information safe.](#)

## Information Collected When You Visit This Site

When you enter this site, we do not collect personally identifiable information such as your name or email address. We do automatically collect the Internet Protocol (IP) address of your computer or handheld device. We store IP addresses in case we need to track a connection for security purposes, however, this information will not be shared with third parties for purposes unrelated to MOHELA. The information may be disclosed by MOHELA as it considers it necessary to comply with a legal requirement, and in investigating fraudulent activity or the misuse of this site.

## Cookies

This site uses "cookie" technology to make your navigation with our site quicker and simpler. A cookie is a small piece of text that a website stores on a user's computer to track the activities and preferences as the user navigates throughout the site. Some parts of this site may not work properly if you do not accept the cookies. Accepting a cookie does not give the site access to your personally identifiable information.

## Email Address Usage

If you provide your email address to us, we may communicate via email about other services and product enhancements that may interest you. In each email message, you have the option to opt out of future email messages. If you reply to any email with a question or comment, we may reply to you via that email address and temporarily store your message and our reply for quality assurance or to comply with legal requirements.

## External Links

This website may contain connections or hyperlinks to websites operated by third parties. MOHELA does not control these other websites and is not responsible for them, including their availability, content and security. MOHELA's inclusion of any connection, hyperlink or mention of a third party on the MOHELA website does not imply any endorsement of any third party or materials and information provided by them.

## Children's Online Privacy Protection Act

MOHELA does not intend to collect information from children under 13 years of age. If we learn that we have inadvertently collected personal identifying information from a child under the age of 13, we will take all reasonable steps to ensure that this information is deleted from our files.

## Privacy Statement Changes

Our Privacy Statement is subject to change. Any changes will be posted here and the policy is effective when it is posted.

## WebSite Terms and Conditions of Use and Agreement



Please read the following website terms and conditions carefully. Your use of this site means that you have read and acknowledged these terms and conditions of use and agree to be bound by them. MOHELA requires all visitors to our site to adhere to the following website terms and conditions of use without modification or limitation by the user. If you do not wish to be held to these terms and conditions, you are not authorized to access or use this site. MOHELA reserves the right to change the terms and conditions of use, at its sole discretion, at any time and without prior notice. MOHELA also reserves the right to modify, change or discontinue the website at any time and for any reason without further notice to you. Your continued use of MOHELA's website after any such change to the website itself or the terms and conditions of its use will be considered constructive acceptance of any such modification. Any and all rights not expressly granted in these terms and conditions are reserved by MOHELA.

The website terms and conditions of use shall be governed by the laws of the State of Missouri, without reference to its conflict of law provisions, except to the extent that federal law may govern. If any provision is determined to be unenforceable, said unenforceability will not affect any other provision of the website terms and conditions of use.

MOHELA is the owner or licensee of all information and content on this site, including the site's overall appearance, except as otherwise noted. The information and content of this site is protected by U.S. and international copyright laws. You are authorized to use this site for only personal, non-commercial purposes. Except as expressly stated in this notice, no rights or licenses to any copyright, trademark, patent or other intellectual property right of MOHELA or any third party nor any right to any portion of the information or content of this site shall be granted or implied. The following product names are registered trademarks and service marks of MOHELA; Rate Relief, EDCASH, MEDCASH, MEDCASH+, GRADCASH, LAWCASH and BARCASH. All other product names contained in this website may be trademarks or service marks of their respective owners. By using this website you automatically grant MOHELA the royalty free, perpetual, irrevocable, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, distribute, translate, create derivative works from, distribute, perform and display such content (in whole or in part) on the website or to incorporate it in other works in any form, without restriction or compensation.

The use or misuse of the content, images or information contained in this website, except as expressly authorized, is strictly prohibited. You agree that you will not use any device, software or any other mechanism or procedure to monitor or copy site content or interfere or attempt to interfere in any way with the proper working of this website. You also agree to follow all applicable local, state, federal and international laws and regulations in the use of this website. You further agree to be solely responsible for your actions and the content of your transmissions while using this website. You agree to truthfully and accurately represent yourself when communicating with MOHELA using this website and agree not to impersonate another or otherwise falsely state your identity or association with a particular entity. You agree to not transmit any messages, images or materials which are corruptive, contain viruses, constitute "spam" or are unlawful, harmful, threatening, abusive, tortuous, libelous, harassing or otherwise objectionable.

You agree that MOHELA may terminate your password, website account or your access to this website at any time and in MOHELA's sole discretion without further notice to you. You also agree to provide all notices to MOHELA in writing via email or through the U.S. Postal Service. You are granted a non-exclusive, non-assignable and non-transferable license to use this website only under the terms and conditions stated herein.



MOHELA cannot guarantee the confidentiality of transmissions over the Internet. MOHELA is not responsible for technical failures of any kind. MOHELA makes no warranty or guaranty that the content of this website is error free or will operate uninterrupted and free of viruses or other items of a destructive nature.

The MOHELA website as presented, updated, modified and maintained along with all services, information and other content and accessibility are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO THE USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. USER AGREES THAT ANY EFFORTS BY MOHELA TO MODIFY ITS PRODUCTS OR SERVICES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. USER FURTHER AGREES THAT MOHELA SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF MOHELA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to the user. In such jurisdictions, MOHELA's liability is limited to the greatest extent permitted by law. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE AND/OR THOSE SERVICES CONTAINED ON THIS SITE. The total liability of MOHELA to you for all claims arising from the use of this web site is limited to one hundred dollars (\$100). You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the site or the terms or conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

This website conditions and terms of use and agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this agreement contains all of the covenants and agreements between the parties with respect thereto.

You agree to defend, indemnify, and hold harmless MOHELA, its officers, directors, employees and agents, from and against any claims, costs, actions or demands, known or unknown, in tort or in contract, including without limitation all reasonable attorney and accounting fees, resulting from your use of this website, or your breach of these terms and conditions.

## Help & Support

[Contact Us](#)

[Info Center](#)

[FAQs](#)

[Sitemap](#)

## About Us

[New to MOHELA](#)

[About MOHELA](#)

[Careers](#)

[WebMaster](#)

## Telephone

877.292.6845 (Toll Free)

## Hours

7 AM – 8 PM CT  
Monday – Thursday

7 AM – 5 PM CT  
Friday

