



Chase Education Finance  
1 E. Ohio Street, IN1-0102  
Indianapolis, IN 46277

Bank Representative  
1 East Ohio Street  
Indianapolis, IN 46240

Dear Student Borrower,

Thank you for applying for a Chase student loan. Please complete and return the enclosed loan documents. A checklist is included to assist you with this process.

***Fax completed documents to (866) 882-0345 using this letter as your fax cover sheet.*** You are also welcome to mail them in the enclosed pre-paid envelope. Please keep copies for you records.

Thank you,

Chase Education Finance



To quickly process your loan application, please use the checklist below and return all required documents by fax or mail.

## CHECKLIST

Helpful information has been provided to assist with the checklist:

- ✓ **Chase Select Private Loan Application/Promissory Note and Credit Agreement (enclosed)**
  - Confirm the accuracy of all information you provided.
  - Cross out and initial all corrections (see Helpful Information below).
  - Sign and date application and promissory note where indicated. When applicable, the cosigner must also sign and date the application.
- ✓ **Automatic Debit Program - optional (enclosed)**
  - Complete, sign and date Automatic Debit Authorization form if you would like your payments automatically debited from your bank account.

Final Step:

**Mail, fax or e-mail pages 1-3 of the completed and signed Chase Select Private Loan**

**Application/Promissory Note and Credit Agreement and other documents listed above, if applicable.**

- Please use the cover letter to fax (1-866-882-0345) all documents or return the documents by mail using the pre-paid envelope provided.

## HELPFUL INFORMATION

### Chase Select Private Loan Application (Pages 1-3)

- You may update or correct personal information on the Application by crossing out and initialing every change .
- No changes can be made to the loan amount, loan type, repayment options, social security number, school, graduation date, year in school or field of study. If any of these need to be changed, please call 1-866-306-0868.

### Chase Select Promissory Note and Credit Agreement (Pages 4-8)

- No changes to the Promissory Note and Credit Agreement will be accepted.

### Identification

In order to comply with the customer identification verification requirements of the USA PATRIOT Act, must provide us with a legible copy of one of the following unexpired documents:

- U.S. Citizens and U.S. Permanent Resident:
  - State-issued driver's license or photo ID
  - Military ID
  - U.S. government-issued ID
  - Passport
- U.S. Permanent Resident Aliens must provide a copy of the front and back of their Permanent Resident Alien Card.
- If your legal status to be in the U.S. is other than U.S. citizen or Permanent Resident Alien, submit a copy of your INS document or Visa.

### Submission

- Please use the provided cover letter provided as the first page for all fax or e-mail submissions.

If you have questions, please call 1-866-306-0868 or e-mail [private.education.processing@jpmchase.com](mailto:private.education.processing@jpmchase.com).

Chase Select • 1 E. Ohio Street, IN1 - 0102 • Indianapolis, IN 46277 • Fax: 1-866-882-0345



# Chase Select<sup>SM</sup> Private Loan Application/Promissory Note and Credit Agreement

## STUDENT BORROWER INFORMATION

\_\_\_\_\_  
 Last Name First Name M.I. Suffix(Jr,III) Social Security Number (SSN)

\_\_\_\_\_  
 Government-issued Identification and Name of Government Agency State or U.S. ID#

\_\_\_\_\_  
 Permanent Street Address (P.O. boxes not accepted) Apt. City State ZIP Code

( ) - / /  
 Permanent Telephone Number Date of Birth E-mail Address

I have lived at my permanent address for: Years \_\_\_\_\_ Months \_\_\_\_\_ (If less than two years please fill out prior mailing address below)

**Please check one** ( ) -  
 Rent  Own  Other Rent or Mortgage Payment Current Telephone Number

\_\_\_\_\_  
 Current Street Address (If different from permanent address) Apt. City State ZIP Code

\_\_\_\_\_  
 Prior mailing address (If less than two years at current address) Apt. City State ZIP Code

**Please check one**  U.S. Citizen  Permanent Resident  Legal Alien

\_\_\_\_\_  
 School I am attending or will be attending City State

This loan is for the academic period from \_\_\_\_\_ to \_\_\_\_\_ I plan to graduate in: \_\_\_\_\_  
 mth/yr mth/yr mth/yr

I'm presently a: \_\_\_\_\_

The loan I'm applying for ("Loan Program"):  Undergraduate Loan  Graduate Loan  Health Professions Loan

My enrollment status is for (please check one):  Full-time (half-time or more)  Less than half-time  Non-degree program

My major field of study: \_\_\_\_\_

**LOAN REQUEST INFORMATION:** The Loan Amount I am requesting is (minimum \$500) \_\_\_\_\_ for the academic period I stated above.  
 (This amount will be automatically reduced to reflect the aggregate education loan limits, aggregate loan program limits or annual borrowing limits associated with the loan program you have selected or to reflect a lesser amount certified by your school.)

Will these funds be used for a study abroad program?  Yes  No

**REPAYMENT OPTIONS**  
**Please check one**  Defer principal and interest payments while in school  
 Pay principal and interest while in school  
 Pay only interest while in school  
 Not applicable

### EMPLOYMENT INFORMATION

\_\_\_\_\_  
 Name of Current Employer Occupation Years Months Work Telephone Number  
 (Time At present Employer)

\_\_\_\_\_  
 Employer Street Address Ste. City State ZIP Code  
 (Alimony, child support or separate maintenance income do not need to be revealed if you do not wish to have it considered as a basis for repaying this loan.)

Gross Annual Income: \_\_\_\_\_

\_\_\_\_\_  
 Name of Previous Employer Occupation Years Months Work Telephone Number  
 (If less than two years at current (Time at previous employer)

**REFERENCE INFORMATION** (Reference cannot be the cosigner, the same person as the cosigner's reference, or live with either you or the cosigner.)

( ) -  
 Last Name First Name Telephone Number Relationship to Student

\_\_\_\_\_  
 Street address Apt. City State ZIP Code

Please fax pages 1, 2 and 3 to: (866) 882-0345 Or mail to: Chase Select, 1 East Ohio Street, IN1-0102, Indianapolis, IN 46277

Last Name		First Name		M.I.	Suffix ( <i>Jr, III</i> )	Social Security Number (SSN)	
Government-issued Identification and Name of Government Agency			State or U.S.	ID#			
Permanent Street Address ( <i>P.O. boxes not accepted</i> )		Apt.	City		State	ZIP Code	
( ) - / /							
Home Telephone Number		Date of Birth	E-mail Address				
I have lived at my permanent address for: Years _____ Months _____ ( <i>If less than two years please fill out prior mailing address</i> )							
<b>Please check one</b>							
<input type="checkbox"/> Rent		<input type="checkbox"/> Own		<input type="checkbox"/> Other			
Rent or Mortgage Payment			( ) - Current Telephone Number				
Relationship to Student Borrower: _____							
Prior mailing address		Apt.	City		State	ZIP Code	
I have lived at this address for: Years _____ Months _____ ( <i>If less than two years please fill out prior mailing address</i> )							
<b>EMPLOYMENT INFORMATION</b>							
Name of Current Employer		Occupation		Years	Months	( ) - Work Telephone Number	
<i>(Time at present employer)</i>							
Employer Street Address		Ste.	City		State	ZIP Code	
<i>(Alimony, child support or separate maintenance income do not need to be revealed if you do not wish to have it considered as a basis for repaying this loan.)</i>							
Gross Annual income: _____							
Name of Previous Employer		Occupation		Years	Months	( ) - Work Telephone Number	
<i>(If less than two years at current employer) (Time at previous employer)</i>							
<b>Reference Information</b> ( <i>Reference cannot be the student, or the same person as the student's reference, or live with either you or the student.</i> )							
Last Name		First Name		( ) - Telephone Number		Relationship to Cosigner	
Street Address		Apt.	City		State	ZIP Code	

**If the School is considered to be a business subject to the Federal Trade Commission rules, then the following notice applies:**

**NOTICE: ANY HOLDER OF THIS CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH I COULD ASSERT AGAINST THE SCHOOL FOR THE SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY ME SHALL NOT EXCEED AMOUNTS PAID BY ME HEREUNDER.**

Please fax pages 1, 2 and 3 to: (866) 882-0345 Or mail to: Chase Select, 1 East Ohio Street, IN1-0102, Indianapolis, IN 46277



**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

In this Chase Select Private Loan Application/Promissory Note and Credit Agreement (this "Agreement") the words "you" and "your" mean each and every borrower and cosigner, individually and collectively, who sign this Agreement, unless the language specifically refers to only one or the other. In this Agreement "we," "us" and "our" mean JPMorgan Chase Bank, N.A., and its successors and assigns, and any other holder of this Agreement.

By signing below, you indicate that you are applying for credit and authorize us to obtain a consumer credit report from one or more consumer credit reporting agencies in connection with your application for credit. Upon request, you will be informed of whether or not we obtained a consumer report and if so, the name and address of the consumer-reporting agency that furnished that report. You also certify that all of the information in this Loan Application is true and complete and you authorize us to verify your employment, income, assets and debts, as well as other information contained in this Loan Application, and verify your enrollment and loan amount with your school. If your Loan Application is approved and this Agreement is entered into, you also authorize us to obtain additional credit reports and other information about you in connection with updates, renewals, extensions, account review, collections activity or for any other legitimate purpose. Regardless of marital status, you may apply for credit in your own name.

You are not required to fax your signature or electronically sign this Agreement. By choosing to fax your signature *on* or to sign electronically this Agreement *you* intend your fax or electronic signature to be an original signature under applicable federal and state law.

**For borrowers attending a School in the State of New York: If you consulted with your School's financial aid office in connection with obtaining this loan, you certify that your school has informed you of all of your financing options under Title IV of the Federal Higher Education Act of 1965, as amended, including information on any terms and conditions of available loans under such title that are more favorable to you.**

Use of Automated Telephone Dialing Equipment: By signing this Agreement you hereby agree that in connection with this Loan Application or for servicing your account and/or collecting amounts you may owe we may contact you using automated telephone dialing equipment or an artificial/pre-recorded voice or text message at any telephone number you provide to us, including any cell phone number, or at any number we obtain from another source. In addition, you agree that we may monitor and record telephone calls regarding your account. You agree that we may contact you at any email address you supply us regarding the originations, servicing and collections of your loan. Additionally, we may text message you at any phone or email address you provide.

**DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT IN ITS ENTIRETY, INCLUDING THE NOTICES TO COSIGNER. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN AND ACKNOWLEDGE THAT YOU HAVE KEPT A SIGNED COPY FOR YOUR RECORDS.**

By signing below, both the borrower and cosigner agree to the terms of the "Chase Select Private Loan Application/Promissory Note and Credit Agreement," including the "Agreement to Arbitrate Disputes" on Page 7.

Any cosigner signing below also certifies as follows: By signing below, the cosigner (if any) also acknowledges receipt of and agreement with the Cosigner Notices on Page 4.

**X** \_\_\_\_\_ **SIGN HERE**  
Student Borrower Signature

\_\_\_\_\_  
Please Print Full Name

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**X** \_\_\_\_\_ **SIGN HERE**  
Cosigner Signature

\_\_\_\_\_  
Please Print Full Name

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**Please fax pages 1, 2 and 3 to: (866) 882-0345 Or mail to: Chase Select, 1 East Ohio Street, IN1-0102, Indianapolis, IN 46277**

## SPECIAL NOTICES FOR COSIGNERS

### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before *you* do. If the borrower does not pay the debt, *you* will have to. Be sure *you* can afford to pay if *you* have to, and that *you* want to accept this responsibility. You may have to pay up to the full amount of this debt if the borrower does not pay. You may also have to pay late charges and/or collection costs, which increase this amount. The lender can collect this debt *from you* without first trying to collect from the borrower. The lender can use the same collection methods against *you* that can be used against the borrower, such as suing *you*, garnishing *your* wages (except in South Carolina or other states which prohibit garnishment of wages), etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes *you* liable for the debt.

#### Aviso Para El Feador (Spanish Translation Required By California Law)

Se le esta pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este prestamo no paga la deuda, usted tendra que pagarla. Este seguro de que usted podra pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad. Si la persona que ha pedido el prestamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma. El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligaciOn de pagar esta deuda, se puede incluir esa informaciOn en la historia de credito de usted. Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

#### Vermont notice to Cosigners:

Your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has a legal right to collect from you.

#### New York and Iowa Notice to Cosigner:

You agree to pay the debt identified below although you may not personally receive any property, goods, services or money. You may be sued for payment although the person who receives the property, goods, services or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the note or contract. You will also have to pay some or all of these costs and charges if the note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges. This notice is not the contract that obligates you to pay the debt. Read the Chase Select Private Loan Application/Promissory Note and Credit Agreement for the exact terms of your obligation.

#### IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY.

Name of Debtor: The student borrower

Date: The date of disbursement

Total of Payments: Loan Amount Requested plus applicable interest and fees

Name of Creditor: JPMorgan Chase Bank, N.A.

Kind of Debt: Student loan

#### Wisconsin Notice to Cosigner:

##### EXPLANATION OF PERSONAL OBLIGATION

(a) You have agreed to pay the total of payments under a consumer credit transaction between the Student Borrower and JPMorgan Chase Bank, N.A. made on the date of disbursement for education financing, in the amount of the Loan Amount Requested plus applicable interest and fees.

(b) You will be liable and fully responsible for payment of the above amount even though you may not be entitled to any of the goods, services or loan furnished thereunder.

(c) You may be sued in court for the payment of the amount due under this consumer credit transaction even though the customer named above may be working or have funds to pay the amount due.

(d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement you have executed must be consulted for the exact terms of your obligations.

(e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this transaction.

(f) By signing this Agreement you acknowledge you have kept an exact copy of this notice.



# Chase Select Private Loan Application/Promissory Note and Credit Agreement

In this Chase Select Private Loan Application/Promissory Note and Credit Agreement (this "Agreement") the words "you" and "your" mean each and every borrower and cosigner, individually and collectively, who sign this Agreement, unless the language specifically refers to only one or the other. If more than one person signs this Agreement, each person is jointly and severally liable to us for the full amount of the loan. In this Agreement "we," "us" and "our" mean JPMorgan Chase Bank, N.A., and its successors and assigns, and any other holder of this Agreement.

## PROMISE TO PAY AND HOW YOU AND WE AGREE TO TERMS OF THIS AGREEMENT

- 1. PROMISE TO PAY.** You promise to pay us, in installments as more fully described in Section 7 below, the sum of the Actual Loan Amount advanced to you or on your behalf in accordance with this Agreement, plus interest on the Actual Loan Amount and any applicable origination fees, and other charges and fees, all in accordance with the terms and conditions of this Agreement.
- 2. HOW YOU AND WE AGREE TO THE TERMS OF THIS LOAN.** By signing this Agreement, and submitting it to us, you are requesting that we lend you, either directly or to the college you listed on your Loan Application ("School"), an amount equal to the Loan Amount requested on the Loan Application to this Agreement. You understand that we have the right not to make a loan to you or to lend you an amount that is less than the Loan Amount requested. You understand that we may make multiple disbursements of the total principal amount to you or to your School in stages, as tuition and other applicable expenses become due and payable. The Actual Loan Amount is equal to the lesser of the Loan Amount requested on the Loan Application or the amount that is approved by us and certified by the School you are attending. Alternatively, if the amount certified by your School exceeds the Loan Amount requested on your Loan Application, you may request that the Loan Amount equal the amount certified by your School. If we approve your request then the Actual Loan Amount will be equal to the amount that is approved by us and certified by the School. If we approve this request and agree to make a loan to you, we will notify you by e-mail or in writing and we will provide you with a Disclosure Statement prior to the time that the loan is consummated. The Disclosure Statement will set forth the Actual Loan Amount that we have approved (the Amount Financed), the amount of any applicable loan origination fee, the Annual Percentage Rate and other important information. The Disclosure Statement is incorporated herein by reference and made a part of this Agreement. If you are not satisfied with the terms of your loan as disclosed in the Disclosure Statement, you may cancel your loan. To cancel your loan, you must send us a written cancellation notice within 30 days of the first disbursement of the Actual Loan Amount to you or your School. Your cancellation request must include a copy of the Disclosure Statement and your unused disbursement check. If you have already endorsed or deposited the disbursement check, or used or allowed the loan proceeds to be used on your behalf without objection, you must instead include a certified check for the full amount of the loan proceeds. We do not have to honor any cancellation request that is received after the above mentioned 30 day period. If you give us timely notice of cancellation but do not fully comply with the cancellation requirements of this Section 2, this Agreement will not be canceled and you will be in default of this Agreement. You agree that you cannot change the Repayment Option indicated on page 1 of this Agreement without our approval once you agree to be legally bound by this Agreement.

## DEFINITIONS

- 3. DISBURSEMENT DATE.** The "Disbursement Date" means the date shown on any disbursement check we send to you or your School or the date we initiate any electronic funds transfer of the loan proceeds under this Agreement.
- 4. DEFERMENT PERIOD.** The "Deferment Period" will begin on the first Disbursement Date and end on the Deferment End Date.
- 5. DEFERMENT END DATE.** The "Deferment End Date" means the date specified below for the applicable loan program (the applicable loan program is stated on the first page of this Agreement):
  - (a) Undergraduate Loan Program-Pay principal and interest while in school option.** If you have elected the "pay principal and interest while in school" option, then the Deferment End Date will be the final Disbursement Date.
  - (b) Undergraduate Loan Program-Pay only interest while in school option.** If you have elected the "pay only interest while in school" option, then the Deferment End Date will be the final Disbursement Date. Interest payments will begin no more than 60 days after the final Disbursement Date, and you will be obligated to begin making principal and interest payments 6 months after you have graduated or ceased for any reason to be enrolled in a school participating in this loan program. In any event, if you have elected this repayment option, you will be obligated to begin making principal and interest payments no more than 5 ½ years after the first Disbursement Date.
  - (c) Undergraduate Loan Program-Defer principal and interest while in school option.** If you have elected the "defer principal and interest payments while in school" option, then the Deferment End Date will be 6 months after the student borrower has graduated or has ceased for any reason to be enrolled in a school participating in this loan program. In any event, if you have elected this option, the Deferment End Date will be no more than 5 ½ years after the first Disbursement Date.
  - (d) Graduate Loan Program-Pay principal and interest while in school option.** If you have elected the "pay principal and interest while in school" option, then the Deferment End Date will be the final Disbursement Date.
  - (e) Graduate Loan Program-Pay only interest while in school option.** If you have elected the "pay only interest while in school" option, then the Deferment End Date will be the final Disbursement Date. Interest payments will begin no more than 60 days after the final Disbursement Date, and you will be obligated to begin making principal and interest payments 6 months after you have graduated or ceased for any reason to be enrolled in a school participating in this loan program. In any event, if you have elected this repayment option, you will be obligated to begin making principal and interest payments no more than 5 ½ years after the first Disbursement Date; however, if the student borrower begins a medical residency or internship during the Deferment period, then subject to your written request and to our approval, the Deferment End Date will be 9 months after the date your medical residency or internship ends, but in no case will it be more than 10 ½ years after the first Disbursement Date.
  - (f) Graduate Loan Program-Defer principal and interest while in school option.** If you have elected the "defer principal and interest payments while in school" option, then the Deferment End Date will be 6 months after the student borrower has graduated or has ceased for any reason to be enrolled in a school participating in this loan program. In any event, if you have elected this option, the Deferment End Date will be no more than 5 ½ years after the first Disbursement Date; however, if the student borrower begins a medical residency or internship during the Deferment period, then subject to your written request and to our approval, the Deferment End Date will be 9 months after the date your medical residency or internship ends, but in no case will it be more than 10 ½ years after the Disbursement Date.
  - (g) Third Party Sources.** You agree that confirmation of graduation date or whether or not a student borrower is enrolled may be done through third party sources.
- 6. REPAYMENT START DATE.** The "Repayment Start Date" means the day after the Deferment End Date or the day after we determine that you are in default under this Agreement, whichever is sooner.
- 7. REPAYMENT PERIOD.** The "Repayment Period" will begin on the Repayment Start Date and is scheduled to last 20 years (25 years if the principal amount of your loan on the Disbursement Date is equal to or greater than \$30,000), unless a 20 year Repayment Period would result in monthly payments less than the Minimum Monthly Payment Amount (Section 14 below). If this is the case, the "Repayment Period" will be either 1, 2, 3, 4, 5, 10, 15 or 20 years, whichever is the longest amount of time necessary to repay your loan with monthly payments equal to or greater than the Minimum Monthly Payment Amount.

## THE INTEREST RATE ON YOUR LOAN

**8. INTEREST ACCRUAL.** Beginning on each Disbursement Date, interest will accrue on the outstanding principal balance of your loan each and every calendar day at the Variable Rate set forth in Section 10 below divided by the actual number of days in the calendar year until all amounts owed under this Agreement are paid in full.

**9. SIMPLE INTEREST.** This is a simple interest loan. This means that the amount of interest you will actually owe under this Agreement may vary depending upon when you make your monthly payments. Monthly payments will be applied first to late charges, if any, then to other fees and charges, if any, then to accrued interest and the remainder to principal. The earlier you make your payments before their due dates, the less interest you will owe. On the other hand, the later you make your payments after they are due, the greater the amount of interest you will owe. In such cases, we will increase the amount of your last payment to the amount necessary to repay your loan in full.

**10. VARIABLE RATE.** The "Variable Rate" is equal to the Index plus or minus a Margin. In no event will the Variable Rate exceed the maximum interest rate allowed by the laws of the State of Ohio. The Variable Rate will change quarterly on the first day of each January, April, July and October (the "Change Date(s)") if the Index changes.

**(a) Margin.** The "Margin" will be disclosed on or with the Disclosure Statement.

**(b) Index.** The "Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the last day of a calendar quarter) is based on the three-month London Interbank Offered Rate ("LIBOR") as published in the "Money Rates" section of *The Wall Street Journal* on the 15<sup>th</sup> day of the month preceding the Change Dates rounded to the nearest one-hundredth percent (0.01%). If *The Wall Street Journal* is not published or the Index is not given on that date, then the Index will be determined by using the immediately preceding published date. If the Index is no longer available, we will choose a comparable index.

**11. CAPITALIZATION.** We will add all unpaid accrued interest during the Deferment Period to the outstanding principal balance of your loan on or after the Deferment End Date. We will also add all unpaid accrued interest to the outstanding principal balance of your loan at the end of any forbearance period (Section 16 below). Interest that is added to your outstanding principal balance is called "Capitalized" interest. Capitalized interest will be treated as principal and interest will then accrue on the new principal balance.

## TERMS OF REPAYMENT

**12. DEFERMENT PERIOD.** You are not required to make principal payments during the Deferment Period. If you have elected the "pay only interest while in school" option, you will make interest payments on the payment due dates as shown on the Disclosure Statement.

**13. REPAYMENT TERMS.** You will make consecutive monthly payments of principal and interest during the Repayment Period in the amounts and on the payment due dates as shown on your monthly statement. Your first monthly payment due date will be no more than 60 days after the Repayment Start Date. We will recalculate the amount of your monthly payment on each of the following: (a) on every Change Date if the Variable Rate changes or (b) following any subsequent deferment or forbearance period. Your new monthly payment amount will be disclosed to you prior to the first due date of such new monthly payment amount. The new monthly payment amount will equal the amount necessary to pay in full, over the number of remaining months in the term of your loan under this Agreement, the outstanding principal balance at the Variable Rate in effect at the time of the calculation plus any other amounts owed under this Agreement at such time. You understand that this may result in a reduction or increase in your monthly payment amount as calculated as of each Change Date, or an increase or decrease in the term of your loan as set forth in Section 7.

**14. MINIMUM MONTHLY PAYMENT AMOUNT.** You agree that your monthly payment amount during the Repayment Period shall be at least \$25.00 each month (principal and/or interest) or the unpaid amount owed under this Agreement, whichever is less.

**15. PREPAYMENT.** You have the right to prepay all or any part of your loan at anytime without penalty.

**16. FORBEARANCE.** If you are unable to repay your loan in accordance with the terms established under this Agreement because of a hardship (such as a financial or medical hardship), you may request that we modify these terms. You understand that such modification would be at our option and that we are under no obligation to agree to any such modification. You understand that you will remain responsible for all interest accruing during any period of forbearance and that any accrued interest that you do not pay during any forbearance period will be added to the principal balance of your loan at the end of the forbearance period in accordance with Section 11, and that we can charge any fee as allowed under applicable law and disclosed to you in advance for such applicable forbearance.

## LOAN ORIGATION FEES, LATE FEES AND RETURN CHECK CHARGES

**17. LOAN ORIGATION FEE.** We may charge you a loan origination fee, as a prepaid finance charge, each time loan proceeds are disbursed to you or your School. The total amount of the estimated loan origination fee(s), if any, will be disclosed to you on the Disclosure Statement. The amount of the loan origination fees will be added to the principal balance when the loan proceeds are disbursed to you. If you prepay this loan in full or in part at anytime, you will not be entitled to a refund of any part of the loan origination fee, unless otherwise required by applicable law.

**18. LATE CHARGES.** If a monthly payment is more than 15 days late, you will be charged a late fee equal to 5% of the amount of the past due payment or \$25, whichever is less.

**19. RETURN CHECK CHARGE.** If any check, draft or other item you send in payment of your obligation on this Agreement is returned unpaid for any reason, including if we are unable to deduct any required monthly payment in full on the payment due date if you elect to have your monthly payments automatically deducted from a bank account, we may charge you, at our option, and you agree to pay a return check charge of \$25, or such lesser amount as allowed by applicable law. You are responsible for paying the return check charge as well as the value of the check, draft or other item.

## DEFAULT AND OUR REMEDIES IN THE EVENT OF DEFAULT

**20. DEFAULT.** To the extent permitted by law, you are in default if: (1) you fail to pay any payment when due; (2) you fail to notify us of any change in your name, address, telephone number, or School enrollment status within 10 days after a change occurs; (3) you break any of your other promises under this Agreement; (4) any bankruptcy or insolvency proceeding is initiated by or against you, or you assign any of your assets for the benefit of your creditors; (5) you made any false statements in applying for this loan or at any time during the Deferment Period or Repayment Period; (6) you die; (7) you are in default on any other loan(s) you may already have with us; or (8) you assign this Agreement, or any part thereof, without our prior written consent. Your failure to receive a billing statement from us does not relieve you of your responsibility and obligation of making your required monthly payments in accordance with the terms and conditions of this Agreement. To the extent permitted by applicable law, if you default, we can, at our option: (a) accelerate the Repayment Start Date prior to the Deferment End Date; or (b) demand that you pay all you owe under this Agreement at once; and (c) take any reasonable action to prevent loss by us; and (d) exercise any other legal or equitable remedies available to us. To the extent permitted by law, if you default you will pay our actual collection fees and costs, our actual outside attorneys' fees and other court costs.



**ADDITIONAL TERMS AND CONDITIONS**

**21. WHEN AND WHERE LOAN IS MADE.** The loan is made in Ohio when we accept a completed Agreement, signed by you, and we disburse the loan proceeds.

**22. WHICH LAW APPLIES.** This Agreement is governed by the laws (including, but not limited to, any and all statutes, regulations, interpretations and opinions) of the United States and the State of Ohio for all matters related to interest and the exportation of interest. For all other matters, this Agreement will be governed by the laws of the United States and the State of Ohio (to the extent that such laws are not preempted by the laws of the United States), without regard to conflict of law rules.

**23. WAIVER.** By accepting past due payments, we do not waive or affect any right we have to accelerate this Agreement. Our failure to exercise any right hereunder does not constitute a waiver of that right. All waivers must be in writing and signed by us.

**24. ENFORCEABILITY.** If any provision of this Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

**25. ASSIGNMENT.** You may not assign or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign or transfer any interest in and/or our rights under this Agreement without your consent or notifying you. After we notify you, you will make further payments as we have directed.

**26. CERTIFICATIONS.** You certify that the proceeds of this loan will be used by the student borrower for qualified education-related expenses as defined under Internal Revenue Code of 1986, as amended, at the School for the period stated on this Agreement. You understand that you must immediately repay any funds you receive which cannot reasonably be attributed to meeting the student borrower's qualified educational expenses related to attendance at the School for the period requested. You understand and agree that if the information on the Disclosure Statement conflicts with the information on this Agreement, the information on the Disclosure Statement applies. You further authorize any school that you may attend to release to us or our agents any requested information pertinent to this loan (e.g., employment, enrollment status, current address, telephone numbers). For the purposes of verifying your enrollment status, current address and telephone numbers, you authorize us or our agents to make inquiries to the individuals you have listed on this Agreement as references or other appropriate parties. You also agree to provide us evidence of enrollment status upon request for our evaluation of this Loan Application and/or during the term of this Agreement. You further authorize us to release information regarding this loan, this Agreement and/or the status of this Loan Application to your School. You further agree that the student borrower's failure to enter into or complete the education program paid for with this loan will not relieve you of any obligations under this Agreement, even if such failure is caused by the School ceasing to provide education services. You further agree that your School may accept loan disbursements on your behalf.

**27. RIGHT OF SETOFF.** To the extent permitted by law, we have the right to apply money from any of your deposit account(s) with us to pay any overdue amounts owed to us under this Agreement. If you are in default, we may exercise on your behalf any right that you may have to receive a full or partial refund of payments made to your School. You authorize your School to pay such amounts directly to us upon receipt of notice from us that you are in default under this Agreement.

**28. ELECTRONIC SIGNATURES.** By signing this Agreement and any related notices electronically and sending them to us electronically, you understand that under applicable law the electronic signature we receive will be deemed to be an original of your signature and that the electronically signed Agreement or our electronic record thereof will be deemed an original for all purposes. You agree that our electronic copy of this signed Agreement, including your electronic signature, shall constitute the original Agreement. By electing to sign this Promissory Note electronically, you agree to conduct business with us by electronic records and electronic signatures.

**29. AGE OF MAJORITY AFFIRMATION.** By signing this Agreement you affirm any other student loan Promissory Notes that you may have signed with us in the past ("Previous Agreements") if you were not of legal age to contract at the time you signed the Previous Agreements.

**AGREEMENT TO ARBITRATE DISPUTES**

The following Arbitration Agreement can significantly affect your rights in any dispute with us. Please read it carefully before signing this Agreement.

**A. IF EITHER YOU OR US CHOOSES, ANY CLAIM OR DISPUTE (AS DEFINED BELOW) BETWEEN YOU AND US WILL BE DECIDED BY ARBITRATION AND NOT IN COURT AND NOT BY A JURY TRIAL.**

**B. IF EITHER YOU OR US CHOOSES TO ARBITRATE, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS OR OTHER REPRESENTATIVE ON BEHALF OF OTHER PERSONS OR AS A CLASS MEMBER OR OTHER REPRESENTED PERSON ON ANY CLASS CLAIM OR OTHER REPRESENTATIVE TYPE OF CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS OR OTHER REPRESENTATIVE ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

**C. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND US WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Agreement and the arbitrability of any claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement, your Loan Application, or any resulting or related transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class or other representative type of action. You expressly waive any right you may have to arbitrate a class or other representative type of action. You may choose any one of the following arbitration organizations: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.arb-forum.com](http://www.arb-forum.com)), or any other arbitration organization that you and we agree on. The arbitration shall be conducted in accordance with this Arbitration Agreement and, unless otherwise provided for in this Arbitration Agreement, the rules of the arbitration organization you chose (the "Arbitration Rules"). You may get a copy of the Arbitration Rules by contacting the arbitration organization or visiting its Web site.

The arbitrator shall be an attorney or retired judge selected in accordance with the Arbitration Rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. The arbitrator's decision shall be in writing and either party may appeal the arbitrator's decision through the arbitration organization you chose. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1,500. We will also pay any additional amount of such fees that the arbitrator determines we must pay in order to make this Arbitration Agreement enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration if allowed by the Arbitration Rules. This Arbitration Agreement, and any arbitration conducted hereunder, shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and us retain the right to seek individual remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor us waive the right to arbitrate by filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of this Agreement or any loans made under this Agreement. If any part of this Arbitration Agreement, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

**NEGATIVE CREDIT REPORTING NOTICE:**

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

**For Ohio residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**For married Wisconsin residents:** Wisconsin law provides that no provision of any marital property agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interest unless, prior to the time that the credit is granted, the creditor is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If you are making this application individually, and not jointly with your spouse, you agree to provide us with the full name and current address of your spouse.



## Chase Privacy Policy

This Policy explains what Chase does to keep information about you private and secure. We want you to know how we manage that information to serve you and that you have choices about how it is shared. This Policy covers our family of companies, a partial list of which is contained at the end of this Policy. Please read this Policy carefully.

### **Q| What information do you have about me?**

- A|** To provide services and to help meet your needs, we collect information about you from various sources.
- We get information from your requests for our products or services. One example is income on loan applications.
  - We get information about your transactions with us and with others. For example, we have your account balance information.
  - We get information, such as your credit history, from credit bureaus.

### **Q| How do you safeguard information about me?**

- A|** We take a number of steps to protect the privacy of information about you. Here are some examples:
- We keep information under physical, electronic or procedural controls that comply with or exceed governmental standards.
  - We authorize our employees, agents and contractors to get information about you only when they need it to do their work for us.
  - We require companies working for us to protect information. They agree to use it only to provide the services we ask them to perform for us.

### **Q| Is information about me shared within your family of companies?**

- A|** Yes. We may share information about you within our family as required or permitted by law. This helps us to offer you financial products and services, such as loans, deposits, investments, credit cards and insurance.

### **Q| Is information about me shared with service providers and financial companies outside your family of companies?**

- A|** Yes, as permitted by law. We may share information about you with outside companies that work for us. These may include firms that assist in marketing our products. We may also share information about you with outside financial companies that have joint marketing agreements with us. These arrangements give you the opportunity to receive additional products or services.

### **Q| Is information about me shared with non-financial companies outside your family of companies?**

- A|** Yes. We may share information about you with companies outside of our family as permitted by law, including retailers, auto dealers, auto makers, direct marketers, membership clubs and publishers.

### **Q| Is information about me shared in any other ways?**

- A|** Yes. We may also share information about you in other ways, as required or permitted by law. Here are some examples of ways that we share information.
- To protect against fraud
  - To respond to a subpoena
  - To service your account
  - To report to a credit bureau
  - With your consent

**Q| What choices do I have about information sharing and use?**

**A|** We offer you the following three choices about sharing information that identifies you:

- **Choice #1.** Third party sharing: You may tell us not to share information about you with non-financial companies outside of our family of companies. Even if you do tell us not to share, we may do so as required or permitted by law. Also if you have authorized us to share information in connection with a particular product or service, we will continue to share information about you in connection with that product or service. For example, you might have a credit card with one of our airline, retail or university partners that offers rewards programs.

and

- **Choice #2.** Affiliate sharing: You may tell us not to share the following information about you within our family of companies:
  - Information from your applications to be used to determine your eligibility, such as your income.
  - Information from consumer credit reports, such as your credit history.
  - Information from sources used to verify information you provide us, such as outstanding loans or employment history.

Even if you do tell us not to share, we may share other types of information within our family. For example, we may share name and address, information about transactions or balances with us, as well as survey results.

and

- **Choice #3.** Affiliate marketing: You may tell us to limit our family of companies, such as our credit card, auto finance and securities affiliates, from marketing their products and services to you if you do not have an account or business relationship with them. These marketing offers are based on your personal information that our affiliate receives from another Chase company; this information includes your income, your account history with us and your credit history with us. Your choice to limit these marketing offers will apply for five years from when you tell us your choice. After five years, you will receive a renewal notice from us that will allow you to continue to limit our affiliate marketing. If you choose to limit affiliate marketing, your choice may not be effective until October 1, 2008.

**Q| How do I tell you about my privacy choices?**

**A|** You may contact us by:

- Calling us toll-free at (888) 868-8618, or
- For hearing impaired assistance, dialing 7-1-1, then (888) 868-8618 and wait for operator assistance, or
- Writing to P. O. Box 260177, Baton Rouge, LA 70826-0177

You do not need to contact us unless you want to make one of the privacy choices listed above.

**Q| What about joint accounts?**

**A|** Each person may separately make privacy choices, and joint account holders may make privacy choices for each other. If only one joint account holder makes a privacy choice, information about the other joint account holder may be shared.

**Q| How do you tell me about your Policy?**

**A|** We send our Policy to you when you open a new account. We also send it to current customers yearly. We may change our Policy. We will send you a new policy if we broaden our information sharing practices about you. Our Policy is available at [www.Chase.com/privacy](http://www.Chase.com/privacy).

### **Special Notice for Vermont Residents.**

In order to comply with Vermont law, we will automatically treat accounts with Vermont mailing addresses as if you have made the privacy choices listed above. In addition, if we disclose information about you to other financial institutions with which we have joint marketing agreements, we will only disclose your name, contact information and information about your transactions.

### **Special Notice for California Residents.**

In order to comply with California law, the following applies if your account has a California mailing address.

- Even if you do not make privacy choice #1, we will not share information that we have about you with non-financial companies outside our family of companies, unless otherwise permitted by law.
- We will not share information about you within, or with financial companies outside, our family of companies unless we first provide you with further privacy choices or unless otherwise permitted by law.

### **Q| Who is covered by this Policy?**

**A|** This Policy covers the JPMorgan Chase & Co. family of companies. The following is a partial list of its U.S. consumer financial services companies:

- JPMorgan Chase Bank, N.A.
- JPMorgan Insurance Agency, Inc.
- J.P. Morgan Securities Inc.
- Chase Bank USA, N.A.
- Chase Auto Finance Corp.
- Chase Home Finance LLC
- Chase Investment Services Corp.
- Chase Insurance Agency, Inc.
- Banc One Acceptance Corp.
- Bank One Education Finance Corporation
- Collegiate Funding Services, Inc.
- CSL Servicing LLC
- Chase Paymentech Solutions, LLC
- Chase Bankcard Services, Inc.

This Policy applies to current and former consumer customers. Separate policies may apply to customers of certain businesses, such as Private Banking or Private Client Services. In addition, customers in certain states may also receive policies that apply to them. The privacy policies posted on our Web sites apply when you use those sites. In addition, our online consumer information practices are at [www.Chase.com/privacy](http://www.Chase.com/privacy).



## Chase Student Loan Servicing, LLC Automatic Debit Program

Chase Student Loan Servicing, LLC is pleased to offer you the preauthorized payment plan service for your convenience. Your student loan payments will be automatically deducted from your checking or savings account each month approximately three days after your due date. This plan eliminates the need for you to write a check each month and allows us to better service your account.

### Instructions:

Complete the Automatic Debit Authorization Form on this page and make a copy of the completed authorization form for your records. If you are using a checking account for automatic debit, you must attach a voided check (not a deposit slip) from that account. If you are using a savings account, you must provide your bank ACH routing number (you must obtain this from your bank) and your savings account number.

### In order for your request to be processed:

- Complete this form. All items must be completed.
- Provide the bank ACH routing number. Please check with your bank to ensure that you have the correct routing number for the account to be debited.
- Submit a voided check to debit your checking account, if applicable.

Mail complete form to: **Chase Student Loan Servicing, LLC**  
P.O. Box 522  
Madison, MS 39130

### Automatic Debit Authorization

I authorize Chase Student Loan Servicing, LLC and its successors and assigns, to initiate electronic debit entries to my checking account or savings account indicated below and I authorize the financial institution ("Bank") named below to debit these entries from my account. These payments will be debited each month about three days after my due date. Chase Student Loan Servicing, LLC may terminate this payment plan upon receipt of three non-sufficient funds transactions. This authorization is effective until my loan account has been paid in full or until I notify Chase Student Loan Servicing, LLC in writing of its termination. If I voluntarily terminate this authorization, it will nevertheless continue in effect until Chase Student Loan Servicing, LLC has had a reasonable time (at least 15 days) to stop the debit and provide a coupon book or other repayment notice to me. I understand that Chase Student Loan Servicing, LLC will notify me of any changes in the dollar amount debited from my account.

If my account is past due, I hereby request/authorize a forbearance to cover any "payments due" before automatic debit begins. I agree upon termination of this forbearance to repay my loan(s) according to the terms of my Promissory Note and Repayment Schedule. Unpaid interest may be capitalized (added to my loan principal) at the end of the forbearance.

(NOTE: Private loans are not eligible for this forbearance.)

Customer/Borrower Name (Please Print): \_\_\_\_\_ Loan Number: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Type of Financial Institution (Check One):     Bank             Savings & Loan             Credit Union

Type of Account to be Debited (Check One):  Checking / Money Market             Savings

Bank Account Number: (Five-17 digits): \_\_\_\_\_ Name of Bank Account Holder: \_\_\_\_\_

Bank ACH Routing Number: (Nine digits): \_\_\_\_\_

Customer/Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cosigner/Co-Borrower Signature (For Forbearance): \_\_\_\_\_

Account Holder Signature (If different from Customer/Borrower): \_\_\_\_\_

Requested Draft Amount: \$ \_\_\_\_\_ (Draft amount must be equal to or greater than current payment amount)

Loans in Deferment/Forbearance: I hereby authorize Chase Student Loan Servicing, LLC and its successors and assigns, to initiate electronic debit entries in the amount of \$ \_\_\_\_\_ monthly beginning \_\_\_\_\_ even though my account is in a Deferment/Forbearance and payments are not required.

For your convenience, this request for the Auto-Debit Program (ACH) may also be completed at **CSLServicing.com**