

## **VII. Duration of User Agreement, Suspension of Services, and Waiver of Right to Judicial Review**

### **A. Duration and Termination of User Agreement**

The effective date of this user agreement is the date upon which the Permitted Entity signs this user agreement. This user agreement will be in effect for a period of two (2) years from the effective date unless terminated or cancelled as follows:

1. SSA and the Permitted Entity may mutually agree in writing to terminate this user agreement, in which case the termination will be effective on the date specified in such termination agreement;
2. SSA terminates this user agreement upon determining, in its sole discretion that the Permitted Entity or any Financial Institution(s) it services has failed to comply with its responsibilities under this user agreement or the Banking Bill. This includes, without limitation, the Permitted Entity's obligation to make advance payment, requirement to collect Written Consent in accordance with this user agreement, and responsibilities under section III, Responsibilities, including failure to correct its non-compliance within 30 days of SSA's notice of such non-compliance;
3. This user agreement or the eCBSV service is prohibited by any applicable law or regulation, at which point this user agreement will be null and void as of the effective date specified in such law or regulation;
4. SSA terminates this user agreement and the eCBSV program due to a change of SSA's statutory requirements. In case of such cancellation of eCBSV program, SSA will provide all participants in the eCBSV program with advance written notice of SSA's decision;
5. If the Permitted Entity is dissolved as a corporate entity, at which point this user agreement and any related payments are no longer valid as of the date of dissolution. Any new corporate entity purporting to acquire the Permitted Entity's interest in this user agreement must sign a new user agreement and submit payment. The Permitted Entity's rights and obligations under this user agreement cannot be assigned to another entity whether through purchase, acquisition, or corporate reorganization.

SSA reserves the right to determine whether to issue refunds under this section. SSA will issue no refunds when SSA terminates the user agreement or the Permitted Entity is at fault.

### **B. Suspension of Services**

1. Suspension of eCBSV services by SSA is a temporary action for a designated period until certain requirements are met or rectified. Suspension is immediate upon notice by SSA.

SSA will send a notice of suspension to the Permitted Entity via email with the specific reason(s) for the suspension, and the suspension remains in effect until lifted by SSA.

2. If the Financial Institution serviced by the Permitted Entity, if any, is suspended, the Financial Institution is prohibited from submitting SSN Verification requests through another permitted entity during the period of suspension.
3. Noncompliance with this user agreement, including with the declarations set forth in the Permitted Entity Certification of this user agreement (Exhibit A), or the Banking Bill, is grounds for suspension of eCBSV services at the sole discretion of SSA.
4. If the Permitted Entity disputes SSA's decision to suspend its access, the Permitted Entity may elect to write a letter to SSA specifying the reasons for contesting the suspension. Such letters must be sent via e-mail to [eCBSV@ssa.gov](mailto:eCBSV@ssa.gov) and must be received by SSA within 30 calendar days from the date that SSA transmitted the notice of suspension to the Permitted Entity.
5. After reviewing the Permitted Entity's letter, SSA may make the final determination to: 1) lift the suspension; 2) continue the suspension; or 3) terminate the Permitted Entity's user agreement. SSA will provide the Permitted Entity with written notice via email of its final decision.
6. The Permitted Entity's use of the eCBSV system may be suspended for any of the following reasons:
  - a. Non-payment, or
  - b. Violation of user agreement terms, or
  - c. Violation of the Banking Bill.

Notwithstanding section VII.A and B immediately above, all provisions in section IV.B and section V as to data security and safeguards shall remain in effect for all information SSA provides to the Permitted Entity under this user agreement for as long as Permitted Entity or the Financial Institution retains such information.

### **C. Waiver of Right to Judicial Review**

The Permitted Entity and all Financial Institutions the Permitted Entity services specifically waives any right to judicial review of SSA's decision to cancel the provision of eCBSV services or suspend or terminate this user agreement.