### FINANCIAL TERMS AND CONDITIONS AGREEMENT

# **PAYMENT OF FEES/PROMISE TO PAY**

I understand that when I register for any class at Millersville University or receive any service from Millersville University I accept full responsibility to pay all tuition, fees and other associated costs assessed, including late fees and interest, as a result of my registration and/or receipt of services.

I understand and agree that if I drop or withdraw from some or all of the classes for which I register (whether voluntarily or involuntarily), I will be responsible for paying all or a portion of tuition, fees and costs in accordance with the published tuition refund schedule at <a href="http://millersville.edu/osa/refund.php">http://millersville.edu/osa/refund.php</a>. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

I understand that, despite my expectations for payment from financial aid or other sources, I am ultimately responsible for all charges incurred and costs assessed.

# **DELINQUENT ACCOUNT/COLLECTION**

**Financial Hold:** I understand and agree that if I fail to pay my student account bill or any monies due and owing to Millersville University by the scheduled due date, Millersville University will place a financial hold on my student account, preventing me from registering for future classes or on campus housing, or receiving transcripts.

**Late Payment Charge:** I understand and agree that if I fail to clear my student account by the scheduled due date, Millersville University may assess late fees as approved according to University policy.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing to Millersville University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Millersville University may refer my delinquent account to the Commonwealth of Pennsylvania Office of Attorney General and/or collection agencies. I further understand that I may be responsible for paying any collection fee which may be based on a percentage at a maximum of 33 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

### **COMMUNICATION**

**Method of Communication:** I understand and agree that Millersville University uses my Millersville University email account as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Millersville University on a timely basis.

**Contact:** I authorize Millersville University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Millersville University, or to receive general information from Millersville University. I authorize Millersville University and its agents and

contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the Office of Student Accounts or in writing to the applicable contractor or agent contacting me on behalf of Millersville University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Millersville University records up to date with my current physical addresses, email addresses, and phone numbers by using my myVILLE account. Upon leaving Millersville University for any reason, it is my responsibility to provide Millersville University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Millersville University.

### **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Millersville University, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Millersville University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

### **FINANCIAL AID**

I understand that aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program.

I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked. In addition, I understand that financial aid will not be awarded to me if I have verification or other outstanding requirements on my account.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Millersville University such as tuition, fees, campus housing and meal plans, service fees, fines, or any other amount, in accordance with the terms of the aid.

**Federal Aid:** I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV financial aid includes aid from the Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (SEOG), Federal Direct Loan, Federal PLUS Loan and Federal Perkins Loan.

**State Aid:** I understand that I must meet all requirements established by the Pennsylvania Higher Education Assistance Agency (PHEAA) in order to receive state grant funding.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Millersville University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations, and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, may need to be reversed and returned to the aid source.

### **METHOD OF BILLING**

I understand that Millersville University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill information is available at https://www.millersville.edu/osa/e-bills.php.

### **BILLING ERRORS**

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration at Millersville University.

# **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee as approved according to University policy. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Millersville University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Millersville University.

### WITHDRAWAL

I understand that I must abide by the official university policies regarding withdrawal from the university. Withdrawal from the university, whether voluntary or at the direction of the university, does not exempt me from payment in full for charges incurred while attending the university. Similarly, simply ceasing attending courses does not exempt me from the payment of the course or courses. If I decide to completely withdraw from Millersville University, I will follow the instructions at <a href="http://www.millersville.edu/registrar/files/studentforms/LOA-WD-form.pdf">http://www.millersville.edu/registrar/files/studentforms/LOA-WD-form.pdf</a> or in the catalog or other policy which I understand and agree are incorporated herein by reference.

### **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that Millersville University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Millersville University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Millersville University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at

http://www.millersville.edu/registrar/ferpaforstudents.php. I further understand that I may revoke my permission at any time as instructed in the same procedure.

#### **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Millersville University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Millersville University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Millersville University. I understand that I can withdraw this consent or request a paper copy by contacting the Office of Student Accounts at Millersville University.

### **GOVERNING LAW**

I understand and agree that the provisions of this Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. I consent to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. I agree that any such court shall have in personam jurisdiction over it, and consent to service of process in any matter authorized by Pennsylvania law.

### SIGNATURE LANGUAGE

I understand by checking this box I am acknowledging that I am 18 years of age and have read this entire agreement and am legally bound to these financial terms and conditions, which are binding upon me, my heirs, executors, administrators, successors and assigns.

I understand and agree that if I am younger than the applicable age of majority when I execute this agreement that the educational services provided by Millersville University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."