

# Southwestern University Payment Terms

Term <<TERM>> \* Summer Term(s) acceptance is included with the Fall term

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## SU PAYMENT TERMS AGREEMENT

At the time of registration for any semester or term, every student is required to accept the Southwestern University Payment Terms Agreement below. **If the Agreement is declined, registration will not be allowed.**

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## PAYMENT OF FEES/PROMISE TO PAY

I, <<STUDENT>>, acknowledge that when I register for any class at Southwestern University or receive any service from Southwestern University a financial obligation to Southwestern University is created. I hereby agree to accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Southwestern University is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.) I further understand that under U.S. Bankruptcy law, an education loan is non-dischargeable in bankruptcy.

I understand that Southwestern University's Student Account webpage found at <https://www.southwestern.edu/business-office/student-accounts/> contains important updated information including the billing schedule and due dates, payment options, waivers of optional charges, the Southwestern University payment plan, late payment policy and more.

I also understand that if I decide not to attend Southwestern University after I am registered, it is my responsibility to withdraw from the University by contacting the Center for Academic Success and complete the required withdrawal procedures, **prior to the first official University class day** in order to eliminate my financial obligation and receive a 100% refund.

After classes have started, I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and charges in accordance with the published refund schedule at <https://www.southwestern.edu/business-office/student-accounts/withdrawal-refund-policy/>. I have read the terms and conditions of the published refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or to receive an e-bill does not absolve me of my financial responsibility as described above.

## 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 Southwestern University by the scheduled due date, Southwestern University will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma. I may also be denied credit for work done that semester and denied access to a meal plan or on-campus housing if applicable.

**Late Charges:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Southwestern University by the scheduled due date, I will also be responsible for paying a \$100 late fee if assessed to my student account. I further understand that if I am a returning student beginning the registration process on or after the first day of class, a \$100 late registration fee will be assessed that I agree to pay.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing Southwestern University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Southwestern University may refer my delinquent account to a collection agency. I further understand that if Southwestern University refers my student account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 40% of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus by Southwestern University or the collection agencies it uses. I authorize Southwestern University to use my Social Security number for internal/external credit reporting and collection purposes for all charges incurred against this account.

## COMMUNICATION

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

**Contact:** I authorize Southwestern University and its agents and contractors to contact me at my current and any future mailing addresses, email address(es), phone numbers including landlines, cellular phone number(s), or other wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Southwestern University, or to receive general information from Southwestern University. I authorize Southwestern 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 telephone using automated telephone dialing equipment by submitting my request in writing to the Registrar's Office or in writing to the applicable contractor or agent contacting me on behalf of Southwestern University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Southwestern University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <https://www.southwestern.edu/academics/records-registrar/>. The linked procedure is incorporated herein by reference. Upon leaving Southwestern University for any reason, it is my responsibility to provide Southwestern University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Southwestern University.

## 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.

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 Southwestern University such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, 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 Stafford Loan (Subsidized or Unsubsidized), and Federal PLUS Loan programs. I authorize Southwestern University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it or the end of the semester, and that I may withdraw it at any time by sending a written notice to [studentaccounts@southwestern.edu](mailto:studentaccounts@southwestern.edu).

## METHOD OF BILLING

I understand that Southwestern 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 understand that I can give access to other individuals to view my e-bills, make payments, and enroll in the SU payment plan by setting up a Parent PIN in my WebAdvisor payment portal. 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 and how to set up Parent PINs can be found at <https://www.southwestern.edu/business-office/student-accounts/>.

## **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 Southwestern 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 of \$30. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Southwestern University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Southwestern University.

## **WITHDRAWAL**

If I decide to completely withdraw from Southwestern University, I understand that I must contact the Center of Academic Success and complete the withdrawal process.

## **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that Southwestern University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Southwestern University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Southwestern University to share information from my education record with someone else, I must provide written permission by following the procedure to complete the FERPA form outlined at <https://www.southwestern.edu/academics/records-registrar/transcript-request-other-forms/>. I further understand that I may revoke my permission at any time according to the same procedure.

I further understand that completing the written FERPA form referenced above is a separate process and not related to the processes used to authorizing individuals to have access to my student information through the CashNet Payment portal or Financial Aid Self-Service system.

## **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Southwestern 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 Southwestern University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

## **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Southwestern 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 Southwestern University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification. This Agreement shall be governed in all respects by the laws of the State of Texas without regard to any conflict of choice of law principles. I hereby submit to personal jurisdiction in the State of TX.