

# Financial Terms and Conditions of Attendance

## IMPORTANT INFORMATION REGARDING FINANCIAL TERMS AND CONDITIONS OF ATTENDANCE

Registering for classes through this website represents my electronic signature and agreement to be bound by these Financial Terms and Conditions of Attendance, including my agreement to be financially responsible to University of North Texas ("University") for payment of all tuition, fees, any applicable room and board charges, and related costs that are added to my student account. I further agree to pay any additional fees, fines, or penalties that are added to my student account which are related to my attendance at the University.

## AGREEMENT TO ACCEPT FINANCIAL TERMS AND CONDITIONS OF ATTENDANCE

### General Provisions

1. My student account reflects a financial obligation I owe the University for educational services and the associated costs of attendance.
2. The University is a state agency and an institution of higher education. As such, all or a portion of my student account is considered to be an educational loan pursuant to 11 U.S.C. § 523(a) and offered for the sole purpose of financing an education. My student account may not be dischargeable in bankruptcy proceedings.
3. This agreement will be in effect until I have fulfilled all financial obligations to the University and the University has terminated this agreement.
4. I authorize the University and its agents, representatives, attorneys, and contractors (including collection agencies) to contact me through my current or any future mobile phone, home phone, and email, including by way of text message and automated message calls, for purposes of collecting any portion of my student financial obligation which is delinquent.

### Method of Billing

The University does not mail statements for billing purposes, and therefore I am responsible for viewing and paying my student account by the scheduled due date(s). I understand that failure to review my account does not constitute a valid reason for not paying my account by the due date. Account information is located in MYUNT Student Center.

### Repayment

1. I promise to pay the University the principal and any late fees, fines, or penalties by the due dates stated on my student account and in applicable university catalogs and/or websites.
2. If payment is made by check/e-check and the check/e-check is returned, I agree to pay a fee of \$25 for each returned check/e-check charged to my student account.
3. Even if I expect financial aid to pay to the University all or part of my student account, it is my responsibility to meet all requirements for disbursement to my student account. I authorize the University to use my financial aid to pay for all education costs charged to my student account for my entire period of enrollment or attendance at the University.
4. It is my responsibility to ensure that all requirements of grantors, lenders, employers, and other third-party payors are met on a timely basis.
5. Despite my expectations for payment from financial aid or other sources, I am ultimately responsible for all charges incurred.
6. My financial aid may be adjusted due to eligibility. I agree to pay back to the University any amounts that I am not eligible for under applicable financial aid guidelines.
7. I also understand that I may authorize the University to apply to my student account and pay for certain charges, fees, or prior semester or term balances typically not authorized but allowable

under the law governing federal financial aid. If I specifically authorize allowable charges to be paid from my student account, I understand that my financial aid refund, including Title IV Federal Financial Aid (e.g. Pell Grant, Direct Loans, etc.), will be reduced accordingly.

8. To prevent my classes from being dropped, I must either pay in full or have made suitable payment arrangements by the appropriate due date. Payment arrangements may include the Tuition and Fees Payment Plan when offered, financial aid, third-party payment, waiver, exemption, or any combination of the foregoing.

### **Late Fees**

If I fail to pay my student account, a \$25 late fee will be charged to my student account every month that my account is active and has a delinquent balance.

### **Default**

I will be in default if 1) I break any promise made to the University under this agreement or fail to perform promptly at the time and in the manner provided in my housing plan, meal plan, or Tuition and Fees Payment Plan agreement(s) with the University, or 2) fail to pay other charges, including but not limited to, miscellaneous charges, department charges, or financial aid adjustments that post to my student account, by the due date on the bill.

### **Rights of University Under Default**

If there is an event of default, the University may exercise any remedy allowed by law, including one or more of the following, without notice or demand (except as required by law):

1. The University may declare the principal balance plus any late fees, fines, or penalties immediately due and payable in full.
2. The University may hire or pay a third-party to collect any delinquent obligation consistent with Chapter 2107 of the Texas Gov't Code and Chapter 59 of the Texas Administrative Code.
3. The University may place a financial hold on my student account, may prevent me from registering for future classes, and may withhold my official transcript, diploma, and grades until all my financial obligations have been met.
4. The University may report my debt to the Texas Comptroller of Public Accounts.
5. The University may report positive or negative credit histories to credit bureaus, as appropriate.

### **Collections**

In addition to the amount of my delinquent student account, I promise to pay the reasonable costs incurred in collecting my delinquent student account, including the cost or fees to the University of its contract with a collection agency which may be based on a percentage at a maximum of 30% of my delinquent account, in addition to the other necessary costs and expenses of collecting my delinquent account.

### **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 request of the University, does not exempt me from payment in full for charges incurred while attending the University.

### **Jurisdiction**

This agreement shall be interpreted and construed in accordance with the law of the State of Texas. Any and all claims, controversies, and causes of action arising out of or relating to this agreement, whether sounding in contract, tort, or statute, shall be governed by the law of the State of Texas, including its statutes of limitations, without giving effect to any conflicts-of-laws rule that would result in the

application of the law of a different jurisdiction. For all such claims, controversies, and causes of action I submit to the personal and exclusive jurisdiction of the courts located within the county of Dallas, Texas.