



## Financial Terms and Conditions of Attendance

### IMPORTANT INFORMATION REGARDING FINANCIAL TERMS AND CONDITIONS OF ATTENDANCE

Enrolling in classes at the University of North Texas Health Science Center (“University”) 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 the University for payment of all tuition, fees, and related costs 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

I understand University uses electronic billing (e-bill) as its official billing method; therefore, I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand failure to review my e-bill does not constitute a valid reason for paying my bill after the due date. E-bill information is available at MYHSC Student Center.

#### BILLING ERRORS

I understand 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 University.

#### FINANCIAL AID

I understand 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 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 disbursed to my account that resulted in a credit balance refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at the 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 any federal Title IV financial aid I receive, except for Federal Work-Study (FWS) wages, will first be applied to any outstanding balance on my account for tuition, fees, and room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Perkins Loan, and TEACH Grant programs. I authorize the 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 this authorization will remain in effect until I rescind it or I am no longer actively enrolled with the University.

**Awards, Scholarships, Grants:** I understand all awards, scholarships, and grants awarded to me by the University will be credited to my student account and applied toward any outstanding balance. I further understand my receipt of an 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, must be reversed and returned to the aid source.

#### **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT**

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 \$25. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at 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 involuntary, does not exempt me from payment in full for charges incurred while attending the University.

#### **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 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.

#### **DELINQUENT ACCOUNT/COLLECTION**

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

**Late Payment Charge:** I understand and agree if I fail to pay my student account bill or any monies due and owed to the University by the scheduled due date, the University will assess late payment in the amount of \$15 per month on the past-due portion of my student account until my past-due account is paid in full.



**Collection Agency Fees:** I understand and accept if I fail to pay my student account bill or any monies due and owing the University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, the University may refer my account to a collection agency. I further understand if the University refers my student account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing 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 30% 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.

#### **COMMUNICATION**

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

**Contact:** I authorize University and its agents and contractors to contact me at my current and any future cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University, or to receive general information from University. I authorize University and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to the Registrar's Office or to the applicable contractor or agent contacting me on behalf of University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping the University records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at MYHSC Student Center. Upon leaving the University for any reason, it is my responsibility to provide an updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the University.

#### **INTERNAL REVENUE SERVICE (IRS) FORM 1098-T**

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

I understand I will receive my annual IRS Form 1098-T, Tuition Statement, electronically from the University. I understand no paper 1098T form will be mailed. The University will email me with instructions on how to access my 1098-T statement through MYHSC Student Center. If I do not wish to receive my Form 1098-T electronically, I must submit my request to receive a paper copy in writing to the Student Finance Office.

#### **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand the University of North Texas Health Science Center is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#), which prohibits the University from releasing any information from my education record without my written permission. Therefore, I understand if I want the University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <https://www.unthsc.edu/registrar/ferpa/>. I further understand I may revoke my permission at any time as instructed in the same procedure.



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 Tarrant, Texas.

#### **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and the University of North Texas Health Science Center, 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 University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

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

I understand when I register for any class at the University of North Texas Health Science Center ("University") or receive any service from the University, I 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 my registration and acceptance of these terms constitutes a contractual 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 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 understand and agree 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 fees in accordance with the published tuition refund schedule at <https://www.unthsc.edu/student-finance/refunds/>. 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 my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.