Promise to Pay Educational Costs to Xavier University – Terms and Conditions

I understand that when I register for any class at Xavier University or receive any service from Xavier 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. promissory note or a financial obligation in the form of an educational loan as defined by the US Bankruptcy Court at 11 U.S.C. §523(a)(8)) in which Xavier 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 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 fees in accordance with the published tuition refund schedule through the Office of the Bursar (www.xavier.edu/bursar). 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, receive a bill, or review my bill does not absolve me of my financial responsibility as described above.

Returned Payments/Defaulted Payment Agreements: If payment made to my student account is returned by the bank for any reason, I agree to pay the original amount of the payment plus a returned payment fee of \$25.00.

Delinquent Account & Collections:

Financial Hold: I understand and agree that if I fail to pay my Bursar's student account bill or any monies due and owing Xavier University by the scheduled due date, Xavier University will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, and/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 owing Xavier University by the scheduled due date, Xavier University will assess a late payment fee of 1% of my Bursar's student account outstanding balance.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing Xavier University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Xavier University may refer my account to a collection agency. I further understand if Xavier 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 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 33% of the amount outstanding. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for

the collection fee and any costs associated with the lawsuit such as court costs or other applicable costs, which shall not exceed 40% of the amount outstanding. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

Communication, Method of Billing and Billing Errors

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

Contact: I authorize Xavier University and its agents and contractors to contact me at my current and any future phone number(s), email addresses or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Xavier University, or to receive general information from Xavier University. I authorize Xavier 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 phone by submitting my request in writing to Xavier University Office of the Bursar or in writing to the applicable contractor or agent contacting me on behalf of Xavier University.

Updating Contact Information: I understand and agree that I am responsible for keeping Xavier University records up to date with my current mailing address, email addresses and phone number(s) by following the procedure of the Office of the Registrar (www.xavier.edu/registrar). Upon leaving the University for any Reason, it is my responsibility to provide Xavier University with updated contact information for the purposes of continued communication regarding amounts that remain due and owing to Xavier University.

Method of Billing: I understand Xavier University uses electronic billing (e-bill) as its official 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 can be found by visiting the Office of the Bursar website (www.xavier.edu/bursar).

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 financial obligations assessed as a result of my registration at or services provided by Xavier University.

Financial Aid

I understand it is my responsibility to meet all requirements to receive and keep Financial Aid. I understand that my financial aid award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility is 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.

If I am receiving financial aid funds, I agree to allow the Financial Aid Office to disburse my awarded funds towards any and all charges assessed to my Bursar account. I understand that all prizes, awards, scholarships and grants awarded to me by Xavier 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 which, if already disbursed to my student account, must be reversed and returned to the aid source.

If I decide to completely withdraw from Xavier University, I will follow the instructions of the Office of the Registrar (www.xavier.edu/registrar).