

FINANCIAL RESPONIBILITY AGREEMENT

Payment of Fees/Promise to Pay

I understand that when I register for any class at Duquesne University or receive any service from Duquesne 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 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 11U.S.C.§523(a)(8)) in which Duquesne 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 <u>academic calendar</u>. I have read the terms and conditions of the published academic calendar 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. Finally, I understand that changes to classes that do not prevent my ability to earn the agreed credits, including changes to the mode of class delivery, will not impact my financial responsibility described above.

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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 Duquesne University by the scheduled due date, Duquesne University will place a financial hold on my student account. A financial hold prevents me from, among other things, registering for classes or receiving my diploma.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Duquesne University by the scheduled due date, Duquesne University will assess late fees at the rate of one and one-half percent (1.5%) 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 that if I fail to pay my student account bill or any monies due and owing Duquesne University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Duquesne University may refer my delinquent account to a collection agency. I further understand that if Duquesne University refers my student account balance to a third party for collection, all reasonable costs and expenses of collection will be assessed (except where prohibited by applicable law, and

only to the extent prohibited). 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 Duquesne 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 Duquesne University on a timely basis.

Contact: I authorize Duquesne 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 Duquesne University, or to receive general information from Duquesne University. I authorize Duquesne 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 Student Accounts Office or in writing to the applicable contractor or agent contacting me on behalf of Duquesne University.

Updating Contact Information: I understand and agree that I am responsible for keeping Duquesne University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at https://www.duq.edu/academics/university-registrar/personal-info-updates.php. Upon leaving Duquesne University for any reason, it is my responsibility to provide Duquesne University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Duquesne 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 Duquesne 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 Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, federal loans, and TEACH Grant programs

Prizes, Awards, Scholarships, Grants: I understand that all prizes, awards, scholarships and grants awarded to me by Duquesne 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, must be reversed and returned to the aid source.

Method of Billing

I understand that Duquesne 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. <u>E-bill information</u>

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 Duquesne 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 possible returned payment fee of \$20.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Duquesne University may result in suspension of my eligibility to register for future classes at Duquesne University.

Withdrawal

If I decide to completely withdraw from Duquesne University, I will follow the instructions at <u>https://www.duq.edu/academics/colleges-and-schools/law/academics/registrar/registration/refunds.php</u> which I understand and agree are incorporated herein by reference.

Privacy Rights & Responsibilities

I understand that Duquesne University is bound by the <u>Family Educational Rights and Privacy Act (FERPA)</u> which prohibits Duquesne University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Duquesne University to share information from my education record with someone else, I must provide permission by following the procedure outlined at <u>https://www.duq.edu/academics/university-registrar/ferpa.php</u> and/or <u>https://www.duq.edu/admission-and-aid/billing-and-payments/index.php</u> 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 Duquesne 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 Duquesne University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN. Duquesne University has partnered with a third party offering you the opportunity to receive your 1098-T Statement electronically. If electronic consent is not received by the end of the calendar year, a paper statement will be mailed to the permanent address on file. Information on how to sign up for electronic enrollment can be found at <u>https://heartland.ecsi.net/index.main.html#/access/eConsent</u>.

Student Age

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 Duquesne University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."

Entire Agreement

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

Date: March 2022