

Financial Responsibility Agreement

By clicking on the **Accept** button on this statement, and/or subsequent statements, I acknowledge that I am responsible for the charges described below and I have read and understand the Financial Responsibility Agreement. I can print out a copy at <https://www.uncp.edu/resources/student-accounts>. If I would like more information about the Financial Responsibility Agreement, I can contact the Student Accounts office at 910-521-6855 or email student.accounts@uncp.edu. My agreement to these items is required for my registration at the University of North Carolina at Pembroke.

Payment of Fees/Promise to Pay

I understand and agree that tuition and fees are set regardless of the mode of instruction and the University of North Carolina at Pembroke (further noted as UNCP) reserves the right to determine the mode of instruction that it believes will best serve the student in consideration of the totality of the circumstances. In the event of an unforeseeable cause beyond the control of and without the negligence of UNCP, including but not limited to fire, flood, other severe weather acts of God, interruption of utility services, acts of terrorism, pandemic, epidemic, disease at the housing facility or surrounding area/city/county, by any means, including but not limited to, UNCP may transition on face to face classes to online formats or may temporarily suspend classes. When I register for classes at UNCP or receive any services from UNCP, I am accepting full responsibility to pay all tuition, fees, and other associated charges (including but not limited to housing, dining, medical insurance, library fines, parking charges and fines and other incidental charges) assessed for registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a contractual agreement in which UNCP is providing me education services and I promise to pay for all assessed tuition, fees, and other associated costs by the published or assigned due date. Due dates can be found at <https://www.uncp.edu/resources/student-accounts/calendar>.

I understand and agree that if I add/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 which can be found at <https://www.uncp.edu/resources/student-accounts/calendar>. I have read the terms and conditions for the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand to attend class, receive a bill, failure to receive or accept financial aid does not relieve me of my financial responsibility as described above.

Method of Billing

I understand that UNCP uses electronic billing (eBill) as its official billing method, and therefore I am responsible for viewing and paying my student account eBill by the scheduled due date. I understand and agree that it is my responsibility to review my UNCP e-mail account and my account history via Brave Web Account for notifications regarding balances due and payment deadlines each semester. I further understand that failure to review my eBill does not constitute a valid reason for not paying my bill on time. I also 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 and attendance at UNCP.

Braves Pay Payment Plan

I understand I have the option to pay my bill over a period of time by enrolling in the Braves Pay payment plan if I am eligible. If I am eligible and choose to enroll in a payment plan, the following terms apply:

Payments must be made through ACH from a checking account, credit, or debit card. Payment made by credit or debit card is subject to an additional fee. A non-refundable fee is due at the time you enroll in the payment plan, the amount of the non-refundable fee will be listed in the approved miscellaneous fees approved by the Board of Trustees. If a payment is late a late fee will be applied to the account, the amount of the late fee will be listed in the miscellaneous fees approved by the Board of Trustees. The monthly payments may change due to recalculation from changes to my bill, such as adding or dropping of classes, financial aid, etc. I agree to abide by the Terms and Conditions of the Braves Payment Plan agreement if I choose to enroll. Additional information about the Braves Pay Payment Plan can be found at <https://www.uncp.edu/resources/student-accounts/payment-options>.

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, the amount of the returned payment fee will be listed in the approved miscellaneous fees approved by the Board of Trustees. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with UNCP may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at UNCP. I also understand that multiple returned check payments will result in no longer having the ability to pay by ACH.

Refunds

I understand that it is the policy of Student Accounts not to hold funds on my account for a future semester. In the event that adjustments to my student account after a refund has been sent to me result in me owing money back to UNCP, I promise to pay the funds back and acknowledge I may have a hold placed on my account until the funds have been paid. Student Accounts recommends that students sign up for Direct Deposit to ensure timely and secure receipt of any refund. I am aware I can set up Direct Deposit in the Online Account Center in Brave Web.

Federal 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 my financial aid eligibility may decrease and some or all the financial aid awarded to me may be revoked. If some or all 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 may have resulted in a credit balance refunded to me.

I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will be applied to any outstanding balance on my account first to any current semester tuition, fees, room, and board and then any past semester tuition, fees, room, and board within the current academic year. Title IV financial aid includes aid from the Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (SEOG), Federal Direct Loan, Federal PLUS Loan, and Federal TEACH Grant programs. If the sum of Federal Title IV funds exceed the sum of these allowable charges, UNCP must return that

excess to you; however, you can authorize UNCP to apply the amount of Federal Title IV funds that exceeded the allowable charges to cover non-allowable charges such as parking charges, bookstore charges, service fees and fines, and any other education related charges on your account. I authorize UNCP to apply any federal financial aid to all charges assessed to my student account toward prior year charges as allowed by federal regulations. I also authorize UNCP to apply any state, institutional financial aid and external scholarship(s) to all charges assessed to my student account from any current and prior academic year. I further understand that this authorization will remain in effect until I rescind it, or the end of the financial aid award year authorized and that I may withdraw it at any time by submitting a written notice to the UNCP at **Student.Accounts@uncp.edu**. I further understand that I will be responsible for paying any outstanding debts to UNCP if I cancel this authorization.

Federal regulations limit a student's eligibility for federal financial aid. Before I register for classes, it is my responsibility to understand the federal laws about federal aid. For example, courses that are not needed for degree completion are usually not eligible for federal financial aid. Review the "Terms and Conditions of Your Financial Aid Award" that you signed when you were awarded your federal aid.

I understand that it is my responsibility to ensure that all requirements of grantors, lenders, employers, and other third-party payers are met on a timely basis. I understand that despite my expectations for payment from financial aid or other sources, I am responsible for all charges incurred. I understand that my financial aid may be adjusted due to eligibility. I agree to pay back to the Institution any amounts for which I am not eligible under applicable financial aid guidelines.

I understand that aid described as "memo," "estimated," or "authorized" on my Financial Aid Offer 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 Offer is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I fail to attend, drop any class, stop attending class, or earn academic credit before completion, I understand that my financial aid eligibility may decrease and some or all the financial aid awarded to me may be revoked or adjusted and I agree to repay all revoked or adjusted aid that was disbursed to my account.

Students Using VA Benefits

The School Certifying Official (SCO) for UNCP is authorized to sign and submit to the Department of Veterans Affairs (DVA) documents for verifying a veteran student's enrollment, change in status, receipt of advance payment and other circumstances that affect the amount or duration of the student's education assistance benefits. As a student receiving VA benefits, I am responsible to 1) Submit a Certificate of Eligibility (indicating you are eligible for VA tuition assistance benefits) from the Department of Veterans Affairs to Academic and Military Outreach and 2) Submit a Certification Request every semester I want to use my benefits.

Authorized Users

I understand and agree that in compliance with the Family Educational Rights and Privacy Act of 1974 (as amended), my educational records and student related information may generally not be released to a third party (i.e., parents, guardians, spouse, a third party, etc.) without my written permission. By creating an authorized user, I am giving written consent for that individual to view my detailed student

account information, make payments toward my student account, enroll in a payment plan, see my payment plan details, and see any financial holds assigned to me. I also authorize UNCP to provide information about my student account details, payment plan (if enrolled) as well as financial holds assigned to me to my authorized users. The authorization is indefinite and persists regardless of my enrollment status at any given time. To withdraw this consent, I would need to remove the individual's authorized user status or email student.accounts@uncp.edu to request the change.

Method of Communication

I understand and agree that UNCP uses my UNCP email as its official method of communication with me and that therefore I am responsible for reading all emails I receive from UNCP and responding in a timely manner. I understand and agree that UNCP may also use other methods and contact information, such as mailing addresses and/or mobile phone numbers to contact me.

I authorize UNCP and its agents and contractors to contact me, or any of my authorized users, at my current and any future cellular phone number(s), email address(es), or wireless device(s) regarding any aspect of my student account, any other debt I owe UNCP or to receive general information from UNCP including information about my enrollment status to the extent it impacts my student account. I authorize UNCP and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded voice or text messages and personal call and emails in their efforts to contact me. I understand I may withdraw my consent to text messaging by sending back a message to opt me out.

Updating Contact Information

I understand I am responsible for keeping UNCP up to date with my addresses and phone numbers. Upon leaving UNCP it is my responsibility to provide updated contact information for purposes of continued communication regarding any amounts that remain due owing to UNCP.

IRS Form 1098-T

I agree to provide my Social Security Number (SSN) or taxpayer identification number (TIN) to UNCP upon request as required by the Internal Revenue Service (IRS) regulations for 1098-T reporting purposes. If I fail to provide my SSN or TIN to UNCP, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T electronically from UNCP. I understand I can withdraw this consent by emailing student.accounts@uncp.edu.

Delinquent Account/Collection

I understand and agree I will be in default if: I break any promise made to UNCP or fail to perform promptly at the time and in the manner provided in my housing plan, meal plan, or tuition plan agreement with the Institution or if I fail to pay other charges, including but not limited to, parking fees or fines, or financial aid adjustments that post to my student account by the date due or at the point at which I am no longer enrolled. If there is an event of default, UNCP may exercise any remedy allowed by law, including one or more of the following, without notice or demand (except as required by law): (1) UNCP may declare the principal balance plus any late fees, fines or penalties immediately due and payable in full or (2) UNCP may hire or pay a third-party to collect the debt including, without limitation, the pursuit of litigation.

Financial Hold

I understand and agree that if I fail to pay my financial obligation to the Institution, the Institution, in accordance with the provisions of North Carolina General Statute §147-86.22, will place a financial hold on my student account, preventing me from registering for future classes or receiving my diploma.

Late Payment Charge

I understand and agree that if I fail to pay my financial obligation to the Institution by the scheduled due date, the Institution may assess a late payment fee as approved by the University of North Carolina Board of Governors.

Collection Agency Fees

I understand and accept that if I fail to pay my student account bill or any monies due and owing UNCP by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, UNCP may refer my delinquent account to a collection agency and/or attorney to collect the amount owed. I further understand that I may be responsible for paying the collection agency fee, which may be based on a percentage at a maximum of 33-1/3 percent of my delinquent account, together with all fees and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I understand that my delinquent account may be reported to one or more of the national credit bureaus. Finally, I understand and agree tuition and other related fees or charges may not be dischargeable in bankruptcy pursuant to United States Bankruptcy Code section 523 (a) (*) and may survive after the bankruptcy has closed and that I may still owe the debt to UNCP after the bankruptcy.

Tax Set-Off

The North Carolina Setoff Debt Collection Act (SODCA) provides that North Carolina individual income tax refunds are subject to claims to cover past due accounts of \$50 or more. UNCP will send a person with a past due account a letter with the First Notice or when an account is sent to the Attorney General's office advising of UNCP's intention to place their account with SODCA. The account is placed with SODCA thirty days after the account is sent to the attorney general's office. The NC Department of Revenue notifies the person with a past due account that UNCP has a claim against their income tax refund at the time that a refund is seized. The amount owed to UNCP plus a SODCA collection fee is deducted from the individual's state tax refund. The amount owed is then forwarded to UNCP and the collection fee is retained by the NC Department of Revenue. UNCP will apply the funds received as a payment against the outstanding account balance. UNCP will send a letter to the individual informing them that they have thirty days to contest the debt owed.

Governing Law

This agreement will be governed by federal law and the law of North Carolina. If any part of the agreement is unenforceable this will not make any other part unenforceable. Any disputes under this agreement shall be brought in a court of competent jurisdiction in Robeson County, North Carolina by North Carolina law.

Entire Agreement

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

Severability Clause

If any provision, term, or clause of this agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this agreement shall be deemed severable and all other provisions, terms and clauses of the agreement will remain valid and binding on the parties.