

## Tuition Payment Plan Terms & Conditions

**AUTHORIZATION:** Nelnet Business Solutions, Inc. (NBS), Lincoln, Nebraska (formerly FACTS) has contracted with Delta College (Institution) to act as its agent for the collection of tuition and/or fees. **As the Responsible Party who has submitted this agreement, you accept and agree to be bound by the agreement's terms and conditions until the total amount owed is paid in full. Additionally, you authorize NBS to process payments and fees from the account provided or any subsequent account provided.** Your authorization will terminate when the total balance due has been paid (including fees, unless waived).

**DOWN OR FULL PAYMENTS:** If you elect to make a down payment, that payment will be processed by FACTS immediately according to the payment method you have selected. Should your down payment fail, FACTS will notify you that your agreement has been terminated. You will be instructed to reenroll through FACTS or make payment arrangements directly with your college.

**ENROLLMENT FEE:** The nonrefundable enrollment fee will be deducted from the account provided within 14 days of the agreement being posted to the NBS system. A portion of the enrollment fee may be remitted back to your institution. The nonrefundable enrollment fee is based upon the number of payments selected for each NBS agreement period. If the entire balance due is not paid within the agreement period or twelve (12) months, whichever period is shorter, an agreement is in renewal. On the renewal date of such an agreement, NBS may assess a new nonrefundable enrollment fee. If any fees are returned, they will be reattempted. Fees are subject to change in future academic years. **The nonrefundable enrollment fee applicable to this agreement is shown at the bottom of this page.**

**RETURNED PAYMENT FEE:** If a payment is returned, a **\$25 returned payment fee** will be automatically deducted from the account provided within 20 days. A returned payment fee will be assessed for each payment attempt that is returned. If any fees are returned, they will be reattempted. Fees are subject to change in future academic years.

**PAYMENT METHOD:** If you wish to change from a checking or savings account to a credit card, or vice versa, you will need to complete a new agreement and an additional nonrefundable enrollment fee will be automatically deducted.

**PAYMENT DATE:** If your payment date falls on a weekend or a banking holiday observed by the Federal Reserve, the payment will be attempted on the next business day. Although NBS specifies the date each payment will occur, your financial institution determines the time of day the payment is debited to the account.

**CUSTODIAL ACCOUNT:** NBS does not guarantee any payments it does not collect from you. Collected funds shall be held by NBS as your agent until remitted to the Institution. Depending upon the institution's policy, payments returned by your financial institution will be automatically reattempted. Refunds of any money paid to NBS, except for any applicable NBS fees, will be handled by the Institution according to its refund policy. Interest earned on custodial funds is payable to NBS.

### CHANGES TO AGREEMENTS:

**A. You may make changes to the information you provided in this agreement by contacting the Institution.**

The timely application of changes depends on when they are received by NBS; NBS may refuse to apply changes prior to the next scheduled payment date if NBS determines, for whatever reason, that it does not have sufficient time to act on them. In the event that you authorize additional services from the Institution, or in the event that additional fees are assessed by the Institution in accordance with its policies, you understand that the total balance due and/or payment amount will change. You agree that your authorization of any such change shall constitute your authorization to change the payment amount, and/or to continue payments until the total balance due is paid in full. **If you, as the Responsible Party, are not the student, you authorize the student to make changes to his or her schedule or activities and agree to be bound by any such changes.** You do not require NBS or the Institution to send advance notice of any adjustments resulting from any such changed authorization, which includes any reduction in the balance due and/or payment as a result of financial aid, or any other similar cause. However, a copy of any such changed authorization is to be provided to you by the Institution.

**B.** If there will be any change in the preauthorized payment amount other than a change made by you, as described above, the Institution will give you notice of such changed payment amount at least ten (10) days in advance of the next scheduled payment.

**C.** You may revoke your authorization by sending NBS a signed, written notification or an e-mail; upon receipt, NBS will immediately terminate your agreement. However, terminating your agreement with NBS in no way affects your obligation to pay the Institution, and you will be charged another nonrefundable enrollment fee if you need to begin a new agreement.

**CONFIRMATION:** Any and all inconsistencies in the information provided will be resolved in the confirmation notification sent to you from NBS. Changes made by the Institution that are received by NBS before the notification is sent may also be included. In either event, the confirmation notification shall be controlling.

**DISCOVERY OF SUSPECTED ERRORS:** If you discover what you believe to be an error made by NBS, you must report the suspected error to NBS immediately. NBS must hear from you no later than sixty (60) days after the suspected error occurred. This obligates you to timely review of your bank statements and a timely response to company letters, e-mails, or phone calls. It is your responsibility to report suspected errors as soon as possible.

**GOVERNING LAW:** You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law. This agreement shall be governed by the laws of the State of Nebraska. The District Court of Lancaster County, Nebraska, shall be the sole venue for filing any action. This agreement should in no way be construed to be a lender-borrower agreement between NBS and the Institution or NBS and you.

**ARBITRATION:** Upon the demand of you or NBS, any dispute concerning the parties' duties or liabilities under this agreement shall be resolved by binding arbitration in accordance with the terms of this agreement. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree upon in accordance with the AAA Commercial Arbitration Rules. All disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision. The arbitration shall be conducted at a location in Lincoln, Nebraska selected by the AAA or other administrator. All statutes of limitation applicable to any dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

**PRIVACY POLICY:** Nelnet Business Solutions, Inc.. (NBS) provides business solutions and information management services to educational institutions and their customers. In the course of providing these services, NBS may receive nonpublic personal information from students, parents, and other individuals. This information may be transactional or non-transactional. Transactional information gathered by NBS may come from agreements, applications, and other forms, and from transactions individuals have with us. NBS may occasionally gather non-transactional information, which is information unrelated to our experience with an individual. However, NBS does not disclose transactional or non-transactional nonpublic personal information to any unaffiliated third parties except as permitted by law. NBS may, as permitted by law, share transactional information with the individual, with the individual's educational institution, as necessary to process a transaction, with our affiliated companies (Nelnet, Inc. and its affiliates), or as may be required under applicable law. Non-transactional information, to the extent it is possessed by NBS, is not shared with or disclosed to other parties except as may be necessary to process a transaction requested by an individual or otherwise perform a necessary service. To protect nonpublic personal information from access by unauthorized parties, NBS maintains physical, procedural, and electronic safeguards.

**SPECIAL NOTICE REGARDING FINANCIAL AID:** Please do not assume your balance will automatically be adjusted if you receive financial aid or a class is added or dropped. You should review your agreement balance online through My FACTS Account or contact the Delta College Student Finance Office at (989) 686-9333 to confirm the change.

### **Special Notice**

I understand that Delta College reserves the right to deny enrollment to students who are delinquent on their student account. If I have previously defaulted on a Tuition Payment Plan, I understand that I will not be eligible to participate in a new Tuition Payment Plan for one year from the time I have fully paid my student account balance, and this Tuition Payment Plan may be cancelled by Delta College. I understand that I am responsible to pay the full amount of my financial obligation to Delta College for the semester in which I have enrolled in this Tuition Payment Plan.

**APPLICABLE ENROLLMENT FEES:** The nonrefundable enrollment fee to budget payment(s) through NBS is:

- \$35.00 per Semester

The nonrefundable enrollment fee will be attempted within 14 days.