STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

INSTRUCTIONS: Please select the checkbox and click the "I Accept" button at the end of this Agreement to indicate: (i) you have read the Agreement; and (ii) your acceptance of the terms and conditions of the Agreement; and (iii) you have read the information provided in the additional information links contained in this Agreement. Registering for classes indicates acceptance of all terms and conditions of this Agreement. We recommend you keep a copy for your reference.

Registering at Waubonsee Community College (referred to as "the College" in this agreement) establishes a financial account with the College through its Student Accounts and Cashier Office. Current tuition and fee rates are available at <u>https://www.waubonsee.edu/admissions/costs-and-payments</u>.

PLEASE READ AND CONFIRM THE FOLLOWING:

PAYMENT OF FEES/PROMISE TO PAY

Responsibility to Pay: I understand that when I register for any class at Waubonsee Community College or receive any service from the College, I accept full responsibility to pay all tuition, fees, course materials, fines, and other associated costs assessed as a result of my registration and/or receipt of services (to be collectively referred to as "Educational Expenses"). 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 11 U.S.C. §523(a)(8)) for which the College is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all Educational Expenses by the published or assigned due date).

Refunds: I understand and agree that if I withdraw from some or all of the classes for which I register and the deadline to drop with a refund has passed, I will be responsible for paying all Educational Expenses. I understand that Drop with Refund deadlines for each course length and for each term are available at <u>https://www.waubonsee.edu/admissions/costs-and-payments/paying-tuition/tuition-refunds</u>.

I further understand that I am responsible for all Educational Expenses, even if I fail to attend class or receive a bill.

Payment Due Dates: I understand that payment due dates apply regardless of the length of the course or its instructional method.

Returned Payments: If a payment is made to my account and the payment is returned or rejected for any reason, including but not limited to non-sufficient funds or a chargeback, I agree to pay a fee for returned payment in addition to the original amount. Classes for which registration payments have been returned or rejected are subject to cancellation.

Financial Aid: I understand that aid described as "estimated" on my Financial Aid Award does not represent an actual or guaranteed payment, but rather an estimate of the aid I may receive if I meet all the requirements of the specific aid program. I understand my financial aid award is contingent upon my continued enrollment and attendance in the classes on which my aid eligibility was based. I

understand that if I drop, withdraw, fail to attend, or fail my classes, some or all of my financial aid may be revoked, in accordance with the Department of Education regulations. I agree to repay any assistance that is revoked and has already been disbursed or refunded to me as a result of a credit balance.

Additionally, I understand that for all sources of financial aid, I must complete all outstanding financial aid-related requirements before any disbursement can occur. I am responsible for regularly checking my school-issued email throughout each semester of active enrollment for updates from the Financial Aid Office to ensure that all requirements are met.

DELINQUENT ACCOUNT/COLLECTION

Registration Hold: I understand and agree that if I fail to pay my Educational Expenses, student account bill, or any monies due and owing the College by the scheduled due date, the College will place a registration hold on my student account, preventing me from registering for additional classes.

Late Payment Fee: I understand and agree that if I fail to pay my Educational Expenses, student account bill, or any monies due and owing the College by the scheduled due date, the College will follow its Past Due Debt Standard statement and procedures, which can be found at https://www.waubonsee.edu/pay.

Collection Agency Fees: I understand and accept that if I fail to pay my Educational Expenses, student account bill or any monies due and owing the College by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, the College may refer my delinquent account to a third party to aid in collection, including but not limited to the Illinois Local Debt Recovery Program (LDRP), a collection agency, or attorney. I further understand that if the College refers my student account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. The collection fee will not exceed the maximum amount permitted by applicable law. For purposes of this provision, the third party may be the Illinois Local Debt Recovery Program (LDRP), a collection gency, or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible to compensate the College for any costs incurred by the College associated with the lawsuit such as court costs or other applicable fees and expenses. 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 the College uses my Waubonsee student email as an official method of communication with me, and I am responsible for opening and reading the emails I receive from the College on a timely basis, which will not exceed a period of over one business day from the time of delivery of the email. I understand that I am accountable for responding and complying with the information and instructions provided in any communication from the college.

Contact: I authorize the College 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 the College, or to send general reminders and information from the College. I authorize the College 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 telephone using automated telephone dialing equipment by submitting my request in writing to <u>studentaccounts@waubonsee.edu</u> or in writing to the applicable contractor or agent contacting me on behalf of the College.

Updating Contact Information: I understand and agree that I am responsible for keeping the College's records up to date with my current physical addresses, email addresses, and phone numbers by logging into mywcc and completing the Online Address Change Form at https://mywcc.waubonsee.edu/online-address-change-request. Upon leaving the College for any reason, it is my responsibility to provide the College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the College by completing the Student Information Change Form.

ENTIRE AGREEMENT

This agreement supersedes any previous understandings, representations, negotiations and correspondence between myself and the College regarding the specific terms and conditions contained in this agreement, and cannot be modified except by express written notification from the College. Upon notice, this agreement may be modified by the College and I will be provided with an amended agreement for signature (electronically or otherwise). Any Amended Agreement will incorporate all prior terms and conditions that have not been modified. This agreement shall be governed by and construed under applicable federal law and the laws of the State of Illinois. If there is any suit, claim, action or proceeding arising out of or relating to this agreement, the parties expressly agree that jurisdiction and venue shall be properly fixed in Kane County, Illinois.

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.

ACCEPTANCE AND CONSENT

Student Designated Below Accepts this Agreement by Clicking "I Accept" Button.