

UTSW PAYMENT TERMS AGREEMENT

I understand when I register for any class at The University of Texas Southwestern Medical Center (UT Southwestern) or receive any educational service from UT Southwestern, I accept full responsibility to pay all tuition, fees, and other associated costs assessed as a result of my registration and/or receipt of educational services. I further understand and agree 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)) in which UT Southwestern 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 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 at [University of Texas Southwestern Medical Center Refund of Tuition and Fees](#). 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 my failure to attend class, receive a bill, or timely drop a class or withdraw from enrollment does not absolve me of my financial responsibility as described above. I understand that changing my enrollment status may have impacts on my financial aid eligibility, as referenced in the [Return of Title IV Funds policy](#). I understand and agree that if my advisor or department enrolls me in classes with my permission and I do not attend or drop/withdraw by the designated dates, I will be financially responsible for the required tuition and fees.

I understand that I am responsible for all tuition and fees regardless of how much I use of a particular service, subject to the tuition refund schedule. I understand that UT Southwestern does not guarantee that any particular benefit of community and campus life will always be provided or available throughout the duration of my enrollment.

DELINQUENT ACCOUNT/COLLECTION

Financial Hold: I understand and agree if I fail to pay my student account bill and any monies due and owing UT Southwestern by the scheduled due date, UT Southwestern will place a financial hold on my student account, preventing me from registering for future classes, obtaining transcripts, or receiving my diploma.

Late Payment and Re-Enrollment Charges: I understand and agree if I fail to pay my student account bill or any monies due and owing UT Southwestern by the scheduled due date, UT Southwestern will assess a \$100 late payment charge for that semester. Furthermore, students with unpaid balances after the 10th day of school will be dropped from courses and a \$250 fee is required to re-enroll.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing UT Southwestern by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, UT Southwestern may refer my account to a collection agency. I further understand if UT Southwestern refers my student account balance to a third party for collection, whether an attorney or collection agency, I may be held responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee may 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 20% of the amount outstanding. For purpose of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. 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 UT Southwestern uses email as an official method of communication with me and that, therefore, I am responsible for reading the emails I receive from UT Southwestern on a timely basis. I consent to receiving electronic notifications, and I understand I may receive a paper copy of all financial communications and transaction records at my request.

Contact: I authorize UT Southwestern and its agents and contractors to contact me at my current and any future cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s) and any other debt I owe to UT Southwestern and to receive general information from UT Southwestern. I authorize UT Southwestern and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to StuInfo@UTSouthwestern.edu or to the applicable contractor or agent contacting me on behalf of UT Southwestern.

Updating Contact Information: I understand and agree that I am responsible for keeping UT Southwestern records up to date with current and accurate mailing address, telephone number, and other personal information in accordance with [EDU-105 Learners' Personal Information](#) by logging into your [Student Self-Service](#) and updating your personal information in your Student Center. Upon leaving UT Southwestern for any reason, it is my responsibility to provide UT Southwestern with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to UT Southwestern.

FINANCIAL AID

Financial Aid: I understand any financial aid I receive because I am a student, including but not limited to federal Title IV financial aid, will first be applied to any outstanding balance on my account for tuition and fees before any credit balance refunds are disbursed to me (or my bank/ financial institution). Financial aid includes aid from loans from federal, state, or private sources, and all grants and scholarship programs. I specifically authorize UT Southwestern to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, service fees, and university store charges. I understand that this authorization will remain in effect until I rescind it, and I may withdraw it at any time by emailing FinancialAid@UTSouthwestern.edu.

Prizes, Awards, Scholarships, Grants: I understand all prizes, awards, scholarships, and grants awarded to me by UT Southwestern will be credited to my student account and applied towards any outstanding balance before any credit balance refunds. I further understand 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 financial aid (i.e., loans, grants), which if already disbursed to

my student account, must be reversed and returned to the aid source. I understand that prizes, awards, scholarships, or grants may have eligibility criteria and requirements that are not within the scope of this agreement.

BILLING ERRORS

I understand 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/or receipt of educational services at UT Southwestern.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT

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 the return payment fee of \$10. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with UT Southwestern may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at UT Southwestern.

PRIVACY RIGHTS & RESPONSIBILITY

I understand UT Southwestern is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#), which prohibits UT Southwestern from releasing any information from my education record without my written permission, subject to certain exceptions. Therefore, I understand if I want UT Southwestern to share information from my education record with someone else, I must provide written permission in accordance with policy [EDU-201 Student Rights Under the Family Educational Rights and Privacy Act \(FERPA\)](#). I further understand I may revoke my permission at any time by sending written notice to the Office of the Registrar.

ENTIRE AGREEMENT & SEVERABILITY

I understand that this agreement supersedes all prior understandings, representations, negotiations, and correspondence between me and UT Southwestern and constitutes the entire agreement with respect to the matters described herein. This agreement shall not be modified or affected by any course of dealing or course of performance.

This agreement shall be interpreted in accordance with and pursuant to the laws of the State of Texas, including but not limited to [Texas Education Code § 51.967](#). Unpaid balances are considered state debt and may be included in the Warrant Hold process for the Texas State Comptroller's Office. Warrant Holds will not be released until the unpaid balance and other collection fees are paid in full.

This agreement may be modified by UT Southwestern, as it deems necessary from time to time, as long as UT Southwestern provides me with notice or posts the change on its website and I subsequently register for or attend any class or receive any other educational service from UT Southwestern. Any modification is specifically limited to those policies and/or terms addressed in the modification.

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.

SIGNATURE

By electronically signing below, I indicate my understanding and agree and consent to the terms above.

X _____