

UNIVERSITY OF ST. THOMAS
STUDENT PAYMENT AGREEMENT AND DISCLOSURE STATEMENT

When you initially register as a student at the University of St. Thomas, you establish an open-end account with St. Thomas through our Business Office. This is a legally binding agreement containing the terms and conditions of this account, as well as a statement of your rights and responsibilities regarding this account. In this agreement, the words “you,” “your” and “student” refer to the student or account holder. The words “we,” “our,” “us” and “St. Thomas” refer to the University of St. Thomas. The word “agreement” refers to this Student Payment Agreement and Disclosure Statement.

We urge you to read this Student Payment Agreement and Disclosure Statement carefully before you sign it, and to keep a copy of it for your reference.

CREDIT TERMS

Interest Rate, Charges and Fees	
Annual Percentage Rate (APR)	13.2%
Paying Interest	Your payment due date is at least fifteen (15) days after the close of each billing cycle. We will not charge you interest on new amounts if you pay your balance by the due date each month.
Minimum Interest Charge	If incurred, the charge will be no less than \$0.55.
Fees	None

1. Applicability. Your open-end account is the instrument through which St. Thomas will process all of your student-related financial transactions and obligations administered by the St. Thomas Business Office. The terms of this agreement apply to all tuition, fees, charges, fines, purchases and loans made or obtained by you, made or obtained by someone else with your permission, or assessed to you by, from or with respect to St. Thomas and administered by the St. Thomas Business Office (collectively, “Charges” and individually, a “Charge”), including but not limited to tuition and fees, expenditures related to St. Thomas housing, meal plans, parking, health and counseling services, insurance, music lessons, library fines, short-term student loans from St. Thomas, damages, mail and shipping, Tommie eXpress Card funding, and **FINANCE CHARGES**.

2. Promise to Pay. You promise to pay the total amount of all Charges, including all **FINANCE CHARGES** and all other fees and expenses due under this agreement. Administrative billing errors do not absolve you of your responsibility to pay the correct amount owing in your account.

3. Your Bill. Billing statements (eBills) for open-end accounts are generated monthly and delivered electronically through our eBilling system. If there are unpaid Charges on your account as of any monthly billing date, a courtesy email notification will be generated for that month. **NO PAPER BILLS ARE SENT.** You must log in to the eBilling system to view eBills and, if desired, to print paper statements. Not receiving a courtesy email notification does not excuse late payments. Students have the option to grant access to others to view their account activity and to print and pay eBills. The Business Office cannot grant this access. The eBill itemizes all Charges, payments and credits made or received as of the billing date. Charges, payments and credits made or received after the billing date will appear on the next monthly eBill. Any changes in your obligations that are caused by a change in your registration or financial aid after the billing date will be itemized in the next monthly eBill.

4. Payment. The minimum payment due as shown in the eBilling system must be paid on or before the due date shown on the eBill. Your minimum payment due will be shown in the eBilling system

regardless of whether an eBill has been generated. You do not need an eBill to pay by the due date. Failure to pay the minimum payment due by the due date, as indicated in the eBilling system, will result in the account being considered past due. Amounts owing in the account may be prepaid at any time. Electronic payments can be made through the eBilling system. There is a convenience fee to pay with a credit card. There is no fee to make electronic payments from U.S. checking and savings accounts. We may apply payments and credits to the amounts owing on your account in any order that we establish.

5. Finance Charges. A **FINANCE CHARGE** will be assessed on any portion of your account balance that remains unpaid after a monthly payment due date, as shown on the eBill. We calculate the **FINANCE CHARGE**, if any, by applying the monthly periodic interest rate of one and one-tenth percent (1.1%) (corresponding **ANNUAL PERCENTAGE RATE** of 13.2%) to the adjusted balance of your account. The adjusted balance equals the balance shown on your immediately prior monthly eBill, less any payments or other credits received by the billing date for the current monthly eBill. We do not add in any new Charges for purposes of calculating the **FINANCE CHARGE**. For purposes of calculating the **FINANCE CHARGE**, financial aid will be allocated to the academic term to which it applies and will be considered as payment as of the date it is credited. Credits will not modify the **FINANCE CHARGE** incurred in any previous month, unless due to an error by us.

6. Payment Plans. St. Thomas makes optional payment plans available to eligible students. Under the payment plans, amounts owing in the account may be paid in up to four installments during the academic term on a designated payment schedule (“Extended Payment Plan”), or in one installment on a deferred basis at the end of the academic term on or before a designated payment date, provided the student does not receive financial aid and the student’s employer is responsible for reimbursing fifty percent (50%) or more of the tuition balance for the academic term upon receipt of a grade report (“End of Term Payment Plan”). The applicable payment plan installment payment dates are available on the St. Thomas Business Office website at www.stthomas.edu/businessoffice/. Students are enrolled automatically in the Extended Payment Plan unless the student submits an End of Term Payment Plan Enrollment Form, which can be found on the St. Thomas Business Office website at www.stthomas.edu/businessoffice/. For both payment plans, Charges will be reflected in the account balance as incurred, and the minimum payment due in the eBilling system will be zero for any month in which no installment payment is due. Timely payment of account balances in accordance with the applicable payment plan will not result in accounts being considered past due; however, **FINANCE CHARGES** will be incurred on any portion of the account balance that remains unpaid after the first monthly payment date of the academic term (regardless of whether an installment payment is due by that payment date). We reserve the right to terminate the privilege of paying account balances under a payment plan. In the event your payment plan privileges are terminated, your entire account balance will be due and payable immediately.

7. Returned Payments. You agree to pay us a fee of \$30.00 for each payment made on your account that is returned to us unpaid as a result of non-sufficient funds or otherwise.

8. Past Due Accounts; Denial of Registration, Credit and Transcripts; Collection Costs. If your account becomes past due, an automated notification message will be generated and sent to you. It is your responsibility to contact our Business Office to set up a repayment plan satisfactory to St. Thomas. If a repayment plan satisfactory to St. Thomas is not made, the entire balance on your past due account will be due and payable immediately at our option. You agree that we may, and you authorize us to, take steps to collect the balance due until it is paid in full, including but not limited to denial of registration for future academic terms; withholding academic transcripts and diplomas; accessing your credit report; turning over your account to a collection agency; and taking legal action to collect the balance due. You agree that if St. Thomas incurs any expenses in collecting the balance due, you will pay all collection costs incurred by St. Thomas including but not limited to a collection agency fee of five percent (5%) of the balance owed at the time the account is placed and/or reasonable attorneys’ fees, depending on the actions necessary to collect the debt.

9. Notices. Updating addresses and telephone numbers on your account is your responsibility, and you agree to inform us promptly of any changes. If we mail you a letter, notice or statement to the last address you have given us, you agree that you will be bound by the information contained in that mailing. All notices or letters sent to us must be sent to: University of St. Thomas, Mail #5002, 2115 Summit Avenue, Saint Paul, Minnesota 55105, Attention: Business Office, or busoffice@stthomas.edu.

10. Release of Information. We may release your financial information in accordance with our annual notification of rights required by the Family Education Rights and Privacy Act of 1974, as Amended (“FERPA Notice”), and to others to whom you authorize the release of that information. By signing this agreement, you authorize St. Thomas to release financial information about your account to those concerned with collecting any balance due. You also authorize us, and third parties we contract with for the specific purpose of collecting any balance due, to send text messages to or call you on, including by automated dialer or prerecorded message, the telephone numbers provided by you or from which you call us, including your mobile telephone numbers. You have the right to withdraw consent and can do so by submitting your withdrawal request in writing to the Business Office. If you withdraw consent for us to release your financial information to those concerned with collecting any balance due (other than in accordance with our FERPA Notice), St. Thomas is permitted to deny your registration for future academic terms; withhold academic transcripts and diplomas; and deny access to other St. Thomas services until your account balance is paid in full.

11. Refunds. The refund policy is set forth in the applicable refund schedules available on the St. Thomas Business Office website at www.stthomas.edu/businessoffice/.

12. Financial Aid. You agree that we may use any non-federal financial aid received on your behalf from any source for payment of any and all Charges in your account at the time of the financial aid disbursement, including but not limited to your tuition, room, board, fees, books and other Charges, to the extent consistent with applicable law and the terms of the aid. You understand and agree that this may prevent a refund while you still have an outstanding balance in your account. Unless you separately authorize us to do so, all federal Title IV financial aid payments received on your behalf will be restricted to pay only tuition, required fees, and on-campus room and board charges (if any). You will receive a notice from St. Thomas when federal student loan funds are being credited to your account. You have the right to cancel all or a part of a federal student loan disbursement credited to your account. A disbursement cancellation request must be made in writing within fourteen (14) calendar days of the date of the notice, and sent by email to financialaid@stthomas.edu, or by mail to University of St. Thomas, Mail #5007, 2115 Summit Avenue, St. Paul, MN 55105, Attention: Financial Aid Office. The amount canceled will be charged to your account and returned to the lender.

13. Credit Balances. You agree that we may use any financial aid credit balance in your account to pay current or prior year Charges to the extent consistent with applicable law. Any remaining credit balance automatically will be paid to you within the time periods required by law (if applicable) but no later than fourteen (14) days after the credit balance occurs, unless you submit a properly completed Credit Balance Authorization Form to the Business Office by mail at University of St. Thomas, Mail #5002, 2115 Summit Avenue, St. Paul, MN 55105, Attention: Business Office, or by email to busoffice@stthomas.edu. The Credit Balance Authorization Form is available on the St. Thomas Business Office website at www.stthomas.edu/businessoffice/. You agree that we may hold any authorized credit balances in your account in your name.

14. Not Secured Credit. Your account is not secured credit.

15. Termination. We may cancel your account and terminate your account privileges at any time for any reason. If your account is cancelled, you agree to pay your entire account balance immediately, including but not limited to all **FINANCE CHARGES** and other obligations due under this agreement.

16. Governing Law; Venue. This agreement is governed by the laws of the State of Minnesota, without reference to the conflicts of law provisions thereof, with venue in the courts in Ramsey County or Hennepin County, Minnesota.

17. Effectiveness of Agreement; Change of Terms. This agreement covers your student-related financial obligations to St. Thomas for so long as you are enrolled at St. Thomas and/or have an unpaid account balance. If you sign more than one student payment agreement, the latest executed agreement will control the payment of any unpaid student account balance administered by our Business Office. This agreement supersedes all agreements previously signed by you with respect to any student account administered by our Business Office. We can change the terms of this agreement at any time to the extent permitted by law. The new terms will apply to new Charges and to any unpaid account balance as of the effective date of the change. We will notify you of any change of terms at least fifteen (15) calendar days before the start of the billing cycle when the change takes place.

18. Paper Copy of Agreement. You can request a paper copy of this agreement from the St. Thomas Business Office at any time without a fee.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your eBill:

- Email us at busoffice@stthomas.edu, or
- Send a letter to: University of St. Thomas, Mail #5002, 2115 Summit Avenue, St. Paul, MN 55105, Attention: Business Office.

In your letter or notice, give us the following information:

- *Account information:* Your name and St. Thomas ID number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your eBill, describe what you believe is wrong and why you believe it is a mistake. If you need more information, include your questions or describe the item you have a question about.

You must contact us:

- Within 60 days after the error appeared on your eBill.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter or Notice

When we receive your letter or notice, we must do two things:

1. Within 30 days of receiving your letter or notice, we must tell you that we received your letter or notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter or notice, we must either correct the error or explain to you why we believe the eBill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your eBill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

STUDENT INFORMATION PLEASE PRINT AND FILL IN ALL REQUESTED INFORMATION			
Student's St. Thomas ID:	Last Four Digits of Student's Social Security Number: XXX-XX-		
Home Address	City	State	Zip
Billing Address (if different than Home)	City	State	Zip
Phone Number:	Mobile Number (if different):		

PAYMENT PLAN INFORMATION

You will be enrolled automatically in the Extended Payment Plan unless you submit a properly completed End of Term Payment Plan Enrollment Form to the Business Office within ten (10) days of registering for classes. The End of Term Payment Plan Enrollment Form can be found on the St. Thomas Business Office website at www.stthomas.edu/businessoffice/. In order to be eligible for the End of Term Payment Plan, you must meet the following requirements:

1. You have not applied for and are not receiving financial aid.
2. Your employer has responsibility to reimburse fifty percent (50%) or more of your tuition balance for the academic term upon receipt of a grade report.
3. You certify in writing that you meet the requirements set forth in (1) and (2) above.

SIGNATURE

By signing below, you confirm that you have read, understand and accept all of the terms and conditions of this Student Payment Agreement and Disclosure Statement. This is a legally binding agreement. If you have any questions about this agreement, contact the St. Thomas Business Office before you sign it.

Student Signature	Parent or Guardian Signature (If the student is under the age of 18, a parent or guardian signature is required.)
Student Printed Name (last, first, middle)	Parent or Guardian Printed Name
Date	Date

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