



FACTS Terms and Conditions - Tuition

FACTS Management Company (FACTS), Lincoln, Nebraska has contracted with the Institution identified during the enrollment process to provide payment processing. As the person who is listed as the responsible party, you are the Plan Owner. You accept and agree to be bound by the Agreement's terms and conditions until the total amount owed is paid in full.

AUTHORIZATION: You authorize FACTS to process payments from the account provided or any subsequent account. **Your authorization will continue for the next Institution term upon receipt of reenrollment information submitted to FACTS by the Institution.** Such reenrollment will be governed by the terms and conditions of that term's applicable Agreement. Your authorization will terminate when the total balance due has been paid (including fees, unless waived) and reenrollment information is not received for the next Institution term.

RETURNED PAYMENT FEE: If a payment is returned, you will be notified and a \$30.00 FACTS Returned Payment Fee will be automatically processed from the account provided. If the returned payment fee is returned, it will be rescheduled. Fees are subject to change.

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

CHANGES TO OUR AGREEMENT:

- A. You may make changes to the information provided in this agreement by contacting the Institution. The timely application of changes depends on when they are received by FACTS. FACTS may refuse to apply changes prior to the next scheduled payment if FACTS determines, for whatever reason, that it does not have sufficient time to act on them. In the event, you authorize additional services from the Institution, or in the event additional fees are assessed by the Institution in accordance with its policies and as a result of changes authorized by you, 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 Plan Owner, are not the recipient of services, you authorized the recipient of services to make changes to his or her schedule or activities and agree to be bound by any such changes.** You do not require FACTS 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 or reenrollment as described above, is to be provided by the Institution.
- B. If there will be any change in the preauthorized payment amount other than a changed authorization, 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 FACTS a signed, written notification or e-mail; upon receipt, FACTS will terminate your agreement. Please note that terminating your Agreement with FACTS in no way affects your obligation to pay the Institution. Your Institution may demand immediate payment of all outstanding balances. You are strongly encouraged to contact your Institution before requesting to terminate your Agreement.

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

CONFIRMATION: Any and all inconsistencies in the information provided will be resolved in the confirmation notification sent to you from FACTS. Changes made by the Institution that are received by FACTS before the notification is sent may also be included. In either event, the confirmation notification shall be controlling. A portion of your enrollment fee or late fee, if applicable, may be retained by or used to support the Institution(s) administering your payment plan.

DISCOVER OF SUSPECTED ERRORS: If you discover what you believe to be an error made by FACTS, you must report the suspected error to the company immediately. FACTS 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.

***TELEPHONE CONTACT CONSENT; You authorize FACTS to contact you by any phone number associated with you, including cellular and mobile numbers, using automatic dialing systems or pre-recorded messages.**

GOVERNING LAW: You acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement should in no way be construed to be a lender-borrower agreement between FACTS and the Institution or FACTS and you.

ARBITRATION: Any controversy or claim between the parties to the Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort (which includes claims of fraud and fraud in the inducement), shall be settled by binding arbitration administered by and under the rules of Commercial Dispute Resolution Procedures of the American Arbitration Association (“AAA”), as modified by the Agreement, and will be administered by the AAA. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, finding, judgments and/or awards rendered through such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither party shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class or as part of a class action or to act in any arbitration in the interest of the general public or in any private attorney general capacity. A demand for arbitration shall not be made after the date when the Institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration shall constitute the Institution of legal or equitable proceedings based on the claim. All proceedings in arbitration shall be administered in Lincoln, Lancaster County, Nebraska. This provision shall survive termination of the Agreement.

PRIVACY AND SECURITY: Data collected and stored by FACTS pursuant to this Agreement is governed by the Institution’s policy. This data will not be used by FACTS in any manner not approved by the Institution unless required by law (for example, a court order or subpoena). Access to the data shall be restricted to authorized associates and shall be used only for the purpose of providing service to you or the Institution. FACTS maintains physical, procedural, and electronic safeguards to protect data from being accessed by unauthorized third parties. FACTS’ privacy policy will govern use of your information only in the event that you request additional services directly from FACTS or its affiliates.

PEACE OF MIND (POM) CERTIFICATE OF INSURANCE: If, as the person who has submitted this FACTS agreement, you have selected the “Yes” box enrolling you in the Peace of Mind (POM) Benefit, this will serve as your Certificate of Insurance. **(NOTE: If you choose a one-payment option or a plan longer than 12 months, you are not eligible for POM.)** The FACTS POM Benefit pays the remaining unpaid balance of the Agreement up to a Maximum Benefit Amount of \$30,000 and is subject to the conditions listed below.

Group term life insurance coverage is issued by Assurity Life Insurance (Assurity) of Lincoln, NE, Form G L1502 and G L1502C.

PAYMENT FOR POM: If you are enrolling in the FACTS POM Benefit, it is understood that the nonrefundable POM fee will be automatically processed from the account provided within 14 days of the Agreement being posted to the FACTS system. If the nonrefundable POM fee is returned, it will be rescheduled.