



**AUTHORIZATION:** Nelnet Business Solutions, Inc. (NBS), Lincoln, Nebraska (formerly FACTS) has contracted with Cumberland County College (Institution) to act as its agent for the collection of tuition and/or fees. **As the Responsible Party whose signature appears on 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 initiate debit or charge entries to the account provided or any subsequent account provided.** Your authorization will terminate when the total balance due has been paid (including fees, unless waived).

**ENROLLMENT FEE:** The \$25 per semester nonrefundable enrollment fee will be automatically deducted from the account provided within 14 days of the agreement being posted to the NBS system. 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.

**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. Unpaid fees may affect your ability to participate in payment plans during future academic terms. 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 assessed.

**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:** Data collected and stored by NBS pursuant to this Agreement is governed by the Institution's privacy policy. This data will not be used by NBS 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. NBS maintains physical, procedural, and electronic safeguards to protect data from being accessed by unauthorized third parties. NBS' privacy policy will govern use of your information only in the event that you request additional services directly from NBS or its affiliates.