# Carnegie Mellon University Student Accounts Office

## **Student Financial Obligation Terms**

### Your Responsibility:

As a student at Carnegie Mellon, you are responsible and obligated to Carnegie Mellon for the timely payment of Carnegie Mellon tuition, fees and other charges incurred by you or on your behalf while at Carnegie Mellon (collectively, your "student financial obligation"), regardless of your expected reliance on third-party resources such as financial aid, family gifts, employer reimbursement, government assistance or other similar resources. However, you are not responsible or obligated for such tuition, fees and/or other charges to the extent (and only to the extent) that Carnegie Mellon has expressly agreed, in a writing signed by an authorized representative of Carnegie Mellon, with the relevant third-party resource that the third-party resource, rather than you, is responsible or obligated to Carnegie Mellon (and, in such case, the portion for which you are not responsible or obligated will not be treated as your student financial obligation).

#### Interest Accrues/Financial Hold when Delinquent:

If you fail to timely pay any portion of your student financial obligation in full by the date it is due, that portion of your student financial obligation is past due. The portion of your student financial obligation that is past due will accrue interest at the highest rate permitted by applicable law, or one and one-half percent (1.5%) per calendar month, whichever is lower. Interest is assessed monthly on the unpaid portion of your student obligation that is past due commencing as of the last day of the month in which such portion was originally due until paid in full. Your student financial obligation includes any assessed interest. As a result, any assessed interest that remains unpaid as of the last day of the month following the month in which it was originally assessed becomes a part of your student financial obligation that is past due (and, therefore, will be assessed interest at the rate specified above commencing on the last day of that month until paid in full).

The amount of your student financial obligation and due date(s), including any applicable interest, may be obtained by reviewing your most recent student account invoice, available through SIO.

In addition, if any portion of your student financial obligation is past due (including assessed interest), Carnegie Mellon may place a financial hold on your student account that will prevent you from (1) registering for classes in the future; (2) receiving your diploma; and/or (3) requesting academic transcripts.

#### Legal Enforcement for Non-payment and Credit Bureau Reporting:

If any portion of your student financial obligation is past due (including assessed interest), Carnegie

Mellon may also pursue any rights or remedies that are available to it at law, in equity or otherwise in order to collect that portion of your student financial obligation. As part of pursuing its rights and remedies, Carnegie Mellon may, at its option, place any portion of your student financial obligation that is past due in the hands of an attorney or other third party (such as a collection agency) for collection. In that case, in addition to your unpaid student financial obligation (including assessed interest), you may also be obligated to pay, at Carnegie Mellon's option (except where prohibited by applicable law, and only to the extent prohibited), all reasonable costs and expenses of collection, including, without limitation, reasonable court costs and attorneys' fees and/or collection agency fees and charges. Carnegie Mellon may also disclose to credit bureau organizations that you have defaulted on your student financial obligation to Carnegie Mellon, or that it is past due.

#### Collection Communications:

You authorize Carnegie Mellon and its agents, representatives, attorneys and contractors (including collection agencies) to contact you through your mobile phone, home phone and email, including by way of text and automated message calls, for purposes of collecting any portion of your student financial obligation that is past due.

#### Governing Law and Place for Disputes:

Your agreement to these terms of your student financial obligation to Carnegie Mellon (including any matter covered hereby) will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Carnegie Mellon may enforce any rights or remedies it may have under these terms or any applicable law in any State or Federal Court located in Allegheny County, Pennsylvania. If Carnegie Mellon chooses, it may enforce its rights or remedies in any other court that is appropriate under applicable law. You agree that you will not commence any legal action against or sue Carnegie Mellon for any reason arising out of or relating to these terms or any matter covered hereby (including your student financial obligation or its collection) in any court other than such courts located in Allegheny County. You waive any objection you might have to the bringing of any legal action or suit in any such court located in Allegheny County on the basis that it is not the right or convenient place.

#### Amendments or Changes to Terms:

Carnegie Mellon may in its discretion amend or change these terms at any time and from time to time. You will be bound by any such amendments or changes for any portion of your student financial obligation to Carnegie Mellon incurred on or after such amendments or changes, so you should periodically review these terms at <u>https://www.cmu.edu/sfs/billing/sfo.html</u> any such amendments or changes.

#### To Obtain a Copy of these Terms:

A copy of these terms of your student financial obligation to Carnegie Mellon can be found at <u>www.cmu.edu/sfs/billing/sfo.html</u> or obtained from Carnegie Mellon's Student Accounts Office at 5000 Forbes Avenue, Warner Hall A19, Pittsburgh, PA 15213, or at <u>student-accounts@andrew.cmu.edu</u>.