### **Student Financial Obligation Terms**

# Your Responsibility:

By registering for course(s) at Carnegie Mellon, you, as a student at Carnegie Mellon, 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).

# Tuition and Required Fees in General:

You agree that Carnegie Mellon is permitting you to register for and attend course(s) without pre-paying tuition and other required fees in full, in consideration for your agreement to pay this tuition and other required fees in full within Carnegie Mellon's published due date(s). The current published tuition and fees schedules are available at https://www.cmu.edu/sfs/billing/invoice/index.html.

Changes to your course(s) registration and/or your enrollment status at Carnegie Mellon may result in an adjustment to your required tuition and fees in accordance with Carnegie Mellon published policies, which include Carnegie Mellon's Tuition Adjustment Policy and Carnegie Mellon's Leave of Absence/Withdrawal Policy. Information about these policies are available at: https://www.cmu.edu/sfs/tuition/adjustment/. Consistent with these policies, you may be responsible for all or a portion of the tuition and required fees for course(s) from which you subsequently withdraw. As well, failure to attend classes does not change your responsibility and obligation to pay the tuition and other required fees associated with the relevant course(s).

### Invoicing:

After you register for course(s) or incur other charges, you understand that your invoice will be made available online through Student Information Online (SIO), and you will be sent notification of the availability of your invoice at your Carnegie Mellon (andrew.cmu.edu) email address. Even if you do not receive the email notification, you agree that you are still responsible for the required timely payment. You are responsible for the timely reading of your emails.

### Taxpayer Identification Number (Social Security Number) and IRS Form 1098-T Reporting:

You agree to provide your Taxpayer Identification Number (TIN)/Social Security Number (SSN) to Carnegie Mellon upon request as required by Internal Revenue Service (IRS) regulations for IRS Form 1098-T reporting purposes. If you fail to provide your TIN or SSN to Carnegie Mellon, you agree to pay any IRS fines imposed or assessed as a result of your missing TIN/SSN.

You consent to receive your annual IRS Form 1098-T Tuition Statement electronically each year from Carnegie Mellon via your Student Information Online (SIO) account, unless you specifically elect to opt out and receive a paper copy by deselecting the 1098-T Electronic Delivery option within your Student Information Online (SIO) account. You must take this action no later than December 31 of the calendar year for which you wish to elect to receive a paper copy. If you do not take this action by December 31 for the calendar year, you will be able to view and print a copy of your 1098-T for that calendar year by accessing your Student Information Online (SIO) account.

### Consent to Conduct Business Electronically:

Except as otherwise specified in these terms, you consent to receive all communications from Carnegie Mellon about your student financial obligation via electronic means, including via Carnegie Mellon's primary method of contact which is your Student Information Online (SIO) account or andrew.cmu.edu email account, or by telephone/text to any active phone number provided by you in your student record. Communications may include, but are not limited to, notices of billing, invoices, statement changes, payment plan changes, payment due notifications, late payment notices, account holds, collections, legislative notice requirements, tax document availability and other student business related notices.

### Interest Accrues/Financial Hold and Other Actions 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 on the last day of each month on the unpaid portion of your student financial obligation beginning in the month in which such portion was originally due to be 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 Student Information Online (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 may prevent you from (1) registering for courses in the future; (2) receiving your diploma; and/or (3) subject to applicable law, receiving 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.

### Bankruptcy:

You understand and agree that the Carnegie Mellon educational and related fees which comprise your student financial obligation, such as Carnegie Mellon tuition and required fees, are typically non-dischargeable in bankruptcy and remain due after the bankruptcy is discharged pursuant to United States Bankruptcy Code Section 523(a)(8).

### **Collection Communications:**

You authorize Carnegie Mellon and its agents, representatives, attorneys and contractors (including collection agencies) to contact you through your current and future 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.

# **Current Contact Information:**

Upon leaving Carnegie Mellon for any reason, you are responsible for providing Carnegie Mellon your current contact information for purposes of continued communication regarding any unpaid student financial obligation of yours.

# 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.

# Severability Clause:

Should any court, arbitrator or government agency of competent jurisdiction declare or determine any of the provisions, terms or clauses of these terms to be illegal, invalid or unenforceable, such provision, term or clause shall be modified to make it enforceable to the maximum extent permitted by law. If such provision, term or clause cannot be modified to make it enforceable, the remaining provisions, terms or clauses shall not be affected thereby and shall remain legal, valid and enforceable.

### Entire Agreement and Amendments or Changes to Terms:

These terms constitute the entire agreement between you and Carnegie Mellon concerning the subject matter of these terms and supersede all previous agreements or understandings relating to that subject matter, whether oral or in a writing.

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 <a href="https://www.cmu.edu/sfs/billing/sfo.html">https://www.cmu.edu/sfs/billing/sfo.html</a> for 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 www.cmu.edu/sfs/billing/sfo.html or obtained from Carnegie Mellon's Student Accounts Office at 5000 Forbes Avenue, Warner Hall A19, Pittsburgh, PA 15213, or at student-accounts@andrew.cmu.edu.