



Financial Responsibility Agreement

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Dallas Baptist University or receive any service from Dallas Baptist University, I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services.

I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Dallas Baptist University is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date. I have read and understand my payment options and important financial dates disclosed by the Cashier's Office at <https://www.dbu.edu/cashier/payment-options> and <https://www.dbu.edu/cashier/financial-dates.html>.

I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at <https://www.dbu.edu/cashier/refunds.html>. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

FINANCIAL SETTLEMENT REQUIREMENTS

All students are required to complete financial settlement with Dallas Baptist University before each semester begins. Financial settlement can be reached by paying the account balance in full, enrolling in a DBU Payment Plan, or securing an approved loan to cover the remaining balance after all financial aid has been applied. Students who do not meet the financial settlement deadline will be withdrawn from their courses and will only be allowed to re-enroll once the outstanding balance is settled.

ADMINISTRATIVE ENROLLMENT INTO A PAYMENT PLAN

If I am not administratively withdrawn from Dallas Baptist University for failing to settle

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my student account balance, I understand and agree that I will be administratively enrolled into a payment plan. In such a case, I will be responsible for paying all charges, including the payment plan enrollment fee as disclosed by the Cashier's Office. I understand that failure to comply with the terms of this payment plan may result in further financial penalties or restrictions.

DELINQUENT ACCOUNT/COLLECTION

Failure to Pay: I understand and agree that if I fail to pay my student account bill or any monies due and owing Dallas Baptist University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Dallas Baptist University may, among other remedies: (1) place a financial hold on my student account; (2) declare, without notice or demand, except as required by law, the principal balance plus finance charges and late fees immediately due and payable in full; (3) block my access to Blackboard; (4) assess a late payment fee disclosed by the Cashier's Office at <https://www.dbu.edu/cashier/cost-of-attendance>; (5) refer my delinquent account to a collection agency (which may include reporting to one or more of the national credit bureaus) for which I am responsible for paying a collection agency fee calculated at the maximum amount permitted by applicable law, but not to exceed 50% of the amount outstanding, which could add significantly to my remaining balance, together with all costs and expenses including reasonable attorney's fees, necessary for the collection of my delinquent account; (6) and/or prevent me from registering for future classes, and receiving my diploma.

COMMUNICATION

Method of Communication: I understand and agree that Dallas Baptist University uses e-mail as the primary official method of communication with me for all academic, financial, and administrative matters, and that therefore I am responsible for reading the e-mails I receive from Dallas Baptist University on a timely basis and notifying DBU immediately if my e-mail address changes at any time. I further understand that failure to read official University communications sent to my DBU-assigned or registered e-mail address does not relieve me of any obligation or deadline imposed by such communications

Contact: By executing this Agreement, I hereby provide my express written authorization and consent for Dallas Baptist University and its agents and contractors to contact me at my current and any future cellular phone number(s), e-mail address(es), or wireless device(s) regarding my student account(s), financial aid, delinquent account(s)/loan(s), any other debt I owe to Dallas Baptist University, or to receive general information from Dallas Baptist University. I acknowledge that my signature below serves as the formal written consent required under the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA") and any applicable state law. I authorize Dallas Baptist University and its agents and contractors to use automated telephone dialing systems, artificial or prerecorded voice messages, text messages, personal calls, and e-mails in their efforts to contact me. I understand that standard message

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and data rates may apply to text message communications.

Revocation of Consent: I understand that I may revoke my consent to be contacted via automated telephone dialing systems, prerecorded voice messages, or text messages at any time by submitting a written revocation request to the DBU Cashier's Office at cashier@dbu.edu or by mail to Dallas Baptist University, Cashier's Office, 3000 Mountain Creek Parkway, Dallas, Texas 75211. I acknowledge that:

- (a) Revocation will become effective within five (5) business days of DBU's receipt of my written request;
- (b) Revocation will not apply retroactively to any communications sent prior to the effective date of revocation;
- (c) Revocation of consent to automated communications does not revoke Dallas Baptist University's right to contact me via personal calls, e-mail, or standard mail; and
- (d) Revocation does not relieve me of any financial obligation to Dallas Baptist University.

Updating Contact Information: I understand and agree that I am responsible for keeping Dallas Baptist University records up to date with my current physical addresses, e-mail addresses, and phone numbers by contacting the Registrar's Office at (214) 333-5334 or by updating my profile through the University's official student portal at any time. Upon leaving Dallas Baptist University for any reason, it is my responsibility to provide Dallas Baptist University with updated contact information within 10 business days of my departure for purposes of continued communication regarding any amounts that remain due and owing to Dallas Baptist University. I understand that failure to maintain current contact information does not relieve me of any financial obligation to Dallas Baptist University, and that Dallas Baptist University may rely on the last contact information on file as the valid address for all notices.

FINANCIAL AID

I understand that aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program. I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked. If some or all of my financial aid is revoked because I dropped or failed to attend class; I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me. I agree to allow financial aid I receive to pay all charges assessed to my account at Dallas Baptist University such as tuition, fees, campus housing, meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Title IV Authorization

Regulations governing the administration of Federal Title IV financial aid (i.e., Pell Grant, Federal Direct Loans, Afghanistan Service Grants, Federal Supplemental Educational Opportunity Grants, and Direct Parent PLUS Loans) requires an institution to obtain authorization from a student to apply aid to charges other than tuition, fees, housing and meals.

DBU maintains the authority to use Title IV funds to satisfy a past due balance in a prior payment period for the current award year.

Please read the following authorizations:

- I authorize Dallas Baptist University to use Federal Title IV financial aid funds from the current year to pay ALL institutional charges incurred for educationally related activities as a student. This includes tuition, fees, housing and meals, books, course materials, supplies/equipment, parking, and any other institutional charges on my student account.
- I authorize Dallas Baptist University to pay up to \$200 of current award year aid to fund prior award year charges, regardless of the types of charges.

I understand that the above authorizations are voluntary and that I have the right to cancel my Title IV authorization for future charges at any time by requesting the change in writing to the DBU Office of Financial Aid. By declining or canceling this authorization, federal financial aid will not be available to pay some of the charges that may be on my student account. This could result in late fees; registration holds and possibly class cancellation for non-payment. Cancellation of a Financial Aid Authorization will not be retroactive and will be effective the day it is turned into the Office of Financial Aid.

METHOD OF BILLING

I understand that Dallas Baptist University uses electronic billing (e-bill) as its official billing method, and therefore, I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill information is available at <https://www.dbu.edu/cashier/make-a-payment.html>.

BILLING ERRORS

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration at Dallas Baptist University.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a check or e-check payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$35. I understand that any returned check due to insufficient funds will result in the inability to use a check or e-check as a form of payment for a period of 24 months. I understand that multiple returned payments may result in the permanent restriction of the ability to use a check or e-check as a form of payment. I understand that failure to comply with the terms of any payment plan or agreement I sign with Dallas Baptist University may result in the cancellation of my classes and/or suspension of my eligibility to register for future classes at Dallas Baptist University.

WITHDRAWAL

If I decide to completely withdraw from Dallas Baptist University, I will follow the instructions at <https://www.dbu.edu/cashier/refunds.html>, which I understand and agree are incorporated herein by reference.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Dallas Baptist University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Dallas Baptist University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Dallas Baptist University to share information from my education record with someone else, I must complete the FERPA Authorization to Disclose Educational Records Form available from the DBU Registrar's Office in person or by calling (214) 333-5334. I further understand that I may revoke my permission at any time as instructed in the same procedure.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law, and the validity, legality, or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.

NO WAIVER OF RIGHTS

Neither any failure nor any delay by Dallas Baptist University in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege by Dallas Baptist University.

IDENTITY OF DALLAS BAPTIST UNIVERSITY

Student acknowledges that DBU is a Christ-centered institution. Nothing in this Agreement shall be construed to require the University to violate its religious tenets or waive its protections under the First Amendment or Title IX's religious exemption

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Dallas Baptist University, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Dallas Baptist University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

GOVERNING LAW AND CHOICE OF VENUE

I expressly agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue for any and all disputes between the parties hereto arising from the terms of this Agreement or the interpretation thereof shall be Dallas County, Texas.

CONSENT FOR ELECTRONIC SIGNATURE

Consent to Electronic Signature: I understand and agree that by signing this Agreement electronically, my electronic signature is legally binding and shall have the same force and effect as an original handwritten signature. I acknowledge that Dallas Baptist University may rely upon my electronic signature as evidence of my agreement to the terms and conditions set forth herein.

Definition of Electronic Signature: For purposes of this Agreement, "electronic signature" shall have the meaning set forth in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) ("ESIGN") and the Texas Uniform Electronic Transactions Act, Chapter 322 of the Texas Business and Commerce Code ("TUETA"). This Agreement constitutes an "electronic record" as defined under both ESIGN and TUETA.

Consent to Electronic Transactions: I agree that this Agreement, and all notices, disclosures, and communications related hereto, may be conducted and delivered by electronic means in accordance with ESIGN and Chapter 322 of the Texas Business and Commerce Code. I further agree that electronic delivery of this Agreement – whether by email in portable document format (.pdf), through an electronic signing platform, or through Dallas Baptist University's student portal – shall be deemed as effective as delivery of a manually executed original.

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Right to Withdraw Consent: I understand that I have the right to withdraw my consent to conduct this transaction electronically at any time prior to signing. To withdraw consent, I must contact the DBU Cashier's Office in writing at cashier@dbu.edu or in person at 3000 Mountain Creek Parkway, Dallas, Texas 75211. I understand that withdrawal of consent will not affect the legal validity of any electronic records created prior to my withdrawal.

Hardware and Software Requirements: I confirm that I have access to the hardware and software necessary to access, read, and retain electronic records, including a device capable of accessing the internet and a valid email address on file with Dallas Baptist University.

Record Retention: I understand that I should retain a copy of this Agreement for my records. A copy of this Agreement will be made available to me through my DBU student portal or upon written request to the DBU Cashier's Office.

Severability of Electronic Signature Provision: If any portion of this Electronic Signatures provision is found to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with the Severability clause herein.

Signed Electronically

____ / ____ / ____

Date

Retain this Agreement for your records.