## NBS AUTOMATIC PAYMENT AGREEMENT

Agreement No.

- FACTS ID Number - 0C613 -1. INSTITUTION AND STUDENT INFORMATION Institution Name EXCELSIOR COLLEGE - CENTER FOR PROFESSIONAL DEVELOPMENT Student ID Student Name Number First Name Last Name Student's E-mail Address If you provide an e-mail address, some correspondence received from NBS may come via e-mail. 2. PAYER/RESPONSIBLE PARTY INFORMATION To be completed by the person responsible for making payments. This person MUST be an authorized signer on the account listed in Section 3 below. - NBS ACCESS CODE Name To protect your privacy, create your own NBS Access Code, First Name Last Name which is like a password. Your access code must be 4-10 characters long, alpha and/or numeric, and should be easy for Address you to remember. You are required to verify your access code when calling NBS or viewing agreement information online City Zip through My FACTS Account at www.factsmgt.com. Daytime Phone Area Code If an NBS Access Code is not provided, one will be randomly assigned to **Evening Phone** our NBS agreement and included in your confirmation letter. Area Code E-mail Address If you provide an e-mail address, some correspondence received from NBS may come via e-mail. The Responsible Party names the person(s) listed as an Additional Authorized Additional Party(s), who may inquire about all agreement information and make changes Authorized First Name Last Name to the agreement on behalf of the Responsible Party. The Responsible Party agrees that the Additional Authorized Party(s) may take any action with Party(s) reference to the agreement as could be taken by the Responsible Party, except (Optional) changing the name of the Additional Authorized Party(s) or NBS Access Code The Responsible Party agrees to be bound by any actions taken by the Last Name When requesting information, NBS will verify the Additional Authorized Party's identity by asking for his/her name and the NBS Access Code, as provided above. Additional Authorized Party(s) pursuant to the authority hereby granted. 3. PAYMENT INFORMATION A. BANK PAYMENT INFORMATION ONLY B. CREDIT CARD PAYMENT INFORMATION ONLY Payments should be made from: (Select only one) Type: □ VISA □ MasterCard □ Discover □ American Express ☐ Checking Account OR ☐ Savings Account\* (Debit card transactions may be returned unpaid -OR-NOTE: If an account is not selected, Checking Account will be used. due to daily limit restrictions imposed by your bank. Bank Name Credit Card Number Bank Routing # **Expiration Date** Account # Month Year To be debited for both monthly payments and fees.) FOR **CHECKING** ACCOUNTS: Attach a voided check. City No deposit slips please. FOR SAVINGS ACCOUNTS: Provide savings account number. Bank Phone Number State 4. AMOUNT TO BE PAID THROUGH NBS Enrollment Fee Information: The \$25 nonrefundable set-up fee □ 5th or □ 20th Payment Date (If one is note selected, the 20th will be used) will be automatically deducted within 14 days of this agreement being Month of First Payment posted to the NBS system. Total Amount Budgeted through NBS Payments and Returned Payments: Should a payment be returned, Number of Payments it will be reattempted, and a \$25 returned payment fee will be \$ Amount of Each Payment Disc 5th&20th 5. AUTHORIZATION Printed name of person who has signed this agreement Signature required by person who is an authorized signer on the account listed in Section 3 above. By signing this Agreement, I agree to be the Responsible Party, whether or not named as the Responsible Party in Section 2 above. I accept and agree to be bound by the terms and conditions contained within this NBS Automatic Payment Agreement and authorize NBS to initiate debit or charge entries to the account listed or any subsequent account provided. In the event that I am not the Responsible Party named in Section 2, then I shall be deemed to be the Responsible Party for all purposes under this Agreement and accept any NBS Access Code or Additional Authorized Party(s) on the Agreement.

PLEASE RETURN THIS FORM DIRECTLY TO EXCELSIOR COLLEGE STUDENT ACCOUNTING OFFICE, 7 COLUMBIA CIRCLE, ALBANY, NY 12203 AT LEAST 30 DAYS PRIOR TO THE FIRST PAYMENT DATE

## TERMS AND CONDITIONS

AUTHORIZATION: Nelnet Business Solutions, Inc. (NBS), Lincoln, Nebraska (formerly FACTS) has contracted with Excelsior College (Institution) to act as its agent for the collection of 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 nonrefundable set-up fee will be automatically deducted from the account provided within 14 days of the agreement being posted to the NBS system. The nonrefundable set-up 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 set-up 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. 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 set-up 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 set-up 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: Nelnet Business Solutions, Inc. (NBS) provides business solutions and information management services to educational institutions and their customers. In the course of providing these services, NBS may receive nonpublic personal information from students, parents, and other individuals. This information may be transactional or non-transactional. Transactional information gathered by NBS may come from agreements, applications, and other forms, and from transactions individuals have with us. NBS may occasionally gather non-transactional information, which is information unrelated to our experience with an individual. However, NBS does not disclose transactional or non-transactional nonpublic personal information to any unaffiliated third parties except as permitted by law. NBS may, as permitted by law, share transactional information with the individual, with the individual's educational institution, as necessary to process a transaction, with our affiliated companies (Nelnet, Inc. and its affiliates), or as may be required under applicable law. Non-transactional information, to the extent it is possessed by NBS, is not shared with or disclosed to other parties except as may be necessary to process a transaction requested by an individual or otherwise perform a necessary service. To protect nonpublic personal information from access by unauthorized parties, NBS maintains physical, procedural, and electronic safeguards.