

**University of Wisconsin - Whitewater**  
**Terms and Conditions for Enrollment/Financial Credit Agreement**

**I. GENERAL ENROLLMENT REQUIREMENTS:**

- A. Payment of Educational Expenses: In order to enroll as a student at the University of Wisconsin-Whitewater (UWW) and register for classes at UWW, I understand that I am responsible for payment in full of all educational expenses, including applicable tuition, fees, housing costs, meal plan costs, and other miscellaneous charges incurred in connection with my registration and attendance at UWW. Such payment must be received in full by the established due dates set by UWW for each term. (*To see such due dates, please visit <http://www.uww.edu/adminaffairs/finance/sfs/>*). In order to complete my enrollment and registration at UWW, I am required to enter into this agreement for the purpose of clarifying the UWW requirements in regard to payment for UWW educational services, online account services and other related terms and conditions which relates to my receipt of educational services from UWW. I understand that if I am eligible for the partial payment plan options below, UWW shall have the right to automatically initiate the partial payment options described below in accordance with these terms and conditions.
- B. Access to WINS Account: UWW will provide me with access to an online WINS account. Through my WINS account, I will be able to register for classes, access my grades and class schedule, view billing information and amounts owed to UWW, the due dates for such amounts, and the status of any financial aid I may be entitled to receive. I agree that I will accept notices on my UWW email account as official billing and financial notifications.
- C. Partial Payment Options: Although all eligible educational expenses are payable on the relevant Term Due Date indicated for such amounts in WINS, UWW recognizes that students, including myself, may not make such payments in full on the relevant Term Due Dates for each term. At its discretion, and if certain requirements are met, UWW would like to extend credit to me to allow me to pay certain past due amounts pursuant to a partial payment structure in which UWW may enroll me automatically upon my failure to make a payment timely, as well as another payment plan detailed below ("**the *Payment Plan***") in which I may choose to enroll myself. Tuition, segregated fees,

housing and meal plan costs, and miscellaneous fees are eligible for placement on the Payment Plan. The Payment Plan will allow me to make payments in installments throughout the term. A non-refundable administrative assessment of \$40.00 will be added to my account at the time of enrollment in the Payment Plan and such fee is due at the time of enrollment in the Payment Plan. Finance charges of 1% per monthly billing cycle will be applied to any amounts on the Payment Plan. In order to avoid a material breach of this agreement, all outstanding amounts due and owed must be paid by the due dates indicated on the student account. Failure to make all payments shall result in the UWW initiating collection action as described herein.

The consequences of failure to pay amounts owed by the relevant due dates are outlined in the provisions below.

- D. Withdrawal Requirement: Should I choose not to remain enrolled in some classes, or at UWW, I understand I have an obligation to complete the drop process for classes for which I have registered, or I may be charged for them (may not be eligible for a complete reversal of the charges). If dropping all classes for the term, I will complete the withdrawal process as found on the UWW Registrar's website (<http://www.uww.edu/registrar/>)

## II. **TERMS AND CONDITIONS OF AGREEMENT:**

By checking the "I accept the Terms & Conditions" option below, I hereby voluntarily acknowledge, agree and consent to the terms and conditions as follows:

- A. Amounts Owed: I agree to pay:
- i. The amount of any and all segregated (seg) fees, tuition, housing, meal plan, and any other charges related to UWW's provision of services to me, assessed by UWW and charged to my WINS account. Such miscellaneous charges may include but not be limited to: administrative, application, athletic team, child care, collection, copy, damage, deposit forfeit, equipment, finance charge, graduation, health services, insurance, international, library, locker rental, new student, parking, registration, returned payment, student association, study abroad/away, textbook, transfer student, weight room and withdrawal fees, costs and fines.

- ii. Finance charges at a rate of 15% per year (1.25% per month) on any unpaid amounts from the due date of each such amount (as indicated in WINS), until such principal amount shall be paid in full; provided, however, that instead a rate of 12% per year (1.0% per month) finance charge will be assessed per monthly billing cycle for any amounts placed on the Payment Plan.
- iii. Any other late charges and collection fees and costs that may become due as provided in this agreement.
- iv. In the event of default of any of the terms of this agreement, I hereby give to the UWW Chancellor, or his/her designee, Power of Attorney to apply all non-Title IV monies due me from UWW to any delinquent portion of this note until the principal fees, finance charges and costs are paid in full. I understand that the principal amount is calculated based on my class load and tuition refund schedule each semester at UWW. All outstanding tuition account balances are considered qualified educational loans under I.R.C. 221 and are extended with the express understanding that future repayment shall be made to the University. I further understand that my acceptance of these terms represents my acknowledgement and acceptance of my tuition account balance qualifying as a qualified education loan under I.R.C. 221, and as such, its exemption from discharge under the federal bankruptcy code, 11 U.S.C. 523 (a)(8).

B. Extension of Credit/Partial Payment: In consideration of the extension of credit to me, from time to time, by the Board of Regents of the University of Wisconsin System, on behalf of UWW, I hereby acknowledge and agree that the UWW, at its sole discretion and authority, may initiate auto-enrollment in its partial payment structure and/or enable, through a third-party vendor, my self-enrollment in the Payment Plan, to which I will be responsible for fulfilling in regard to payment of certain eligible educational expenses by the Term Due Date for the applicable term, as detailed below:

- i. Payment Plans are available for the fall, spring, and summer terms and costs incurred for tuition, segregated fees, housing and meal plans, and miscellaneous charges related to UWW's provision of education services to me for each term may be placed on the Payment Plan;

- ii. To qualify for the Payment Plan for a given term, I must make a minimum payment towards that term's outstanding charges at the time of enrollment in the Payment Plan. Minimum payment amounts are found in Section II.B.v of this Agreement;
- iii. At its discretion, UWW may allow me to be placed on the Payment Plan after the Term Due Date for the relevant term;
- iv. A non-refundable administrative assessment of \$40.00 will be added to my account at the time of enrollment in the Payment Plan and such fee is due at the time of enrollment in the Payment Plan;
- v. If I enroll in the Payment Plan, I promise to abide by the following billing schedule for charges incurred for Fall, Spring, and Summer terms. The number of installment payments will vary based on term. Due dates for the Payment Plan installment payments can be found at <https://www.uww.edu/adminaffairs/finance/sfs/due-dates>.
  - I. If two required installment payments, Summer term:
    - I. Minimum payment at the time of enrollment: \$100.00
    - II. Installment 1: 50% of eligible charges plus finance charges
    - III. Installment 2: 50% of eligible charges plus finance charges
  - II. If four required installment payments, Fall and Spring terms:
    - I. Minimum payment at the time of enrollment: \$100.00
    - II. Installment 1: 25% of eligible charges plus finance charges
    - III. Installment 2: 25% of eligible charges plus finance charges
    - IV. Installment 3: 25% of eligible charges plus finance charges
    - V. Installment 4: 25% of eligible charges plus finance charges
  - III. If three required installment payments, Fall and Spring terms:

- I. Minimum payment at the time of enrollment: 25% of remaining eligible charges
- II. Installment 1: 25% of eligible charges plus finance charges
- III. Installment 2: 25% of eligible charges plus finance charges
- IV. Installment 3: 25% of eligible charges plus finance charges
- IV. If two required installment payments, Fall and Spring terms:

- I. Minimum payment at the time of enrollment: 34% of remaining eligible charges
- II. Installment 1: 33% of eligible charges plus finance charges
- III. Installment 2: 33% of eligible charges plus finance charges

- vi. Any amounts due and unpaid by any partial payment structure or Payment Plan due date will accrue finance charges as indicated in this section from such date; and
- vii. UWW has the right to deny participation in any partial payment structure or Payment Plan for any term without further notice to me.
- viii. I promise to pay all collection fees necessary for the pursuit of any amount not paid when due including, but not limited to, attorney fees and collection agency fees.

C. WINS & Published Fees: I agree to use my WINS account to obtain the most accurate and current information regarding any amounts owed and due dates, to check that account before each due date, and to read the online published fee information located at the Student Account's website (<http://www.uww.edu/adminaffairs/finance/sfs/>) each term for additional date and payment information.

D. Late Enrollment and Changes to Classes or Services: I understand that all tuition, fees, housing and meal charges are due on the term due date, even if I have not received a bill for them. In the event that I enroll in the term after the first billing has been processed, or make adjustments to my class schedule, housing, or meal plan options, I will check my WINS account for the current balance due at the term due date.

- E. Course Cancellation & Registration Hold: I understand that my failure to pay any amounts assessed by UWW when due may result in my registration for courses being cancelled without further advance notice and that registration and enrollment for future terms may not be permitted unless my account balance is current.
- F. Course Modality: I understand the modality of the course is listed in WINS (face to face, hybrid, hyflex, online, etc.) and when registering I know I cannot request a different modality unless it is for what UWW determines is a qualifying ADA-based or medical reason. I further understand that there are circumstances beyond the campus's immediate control in which the modality, or other changes to registration/calendar of classes, may change based on a campus decision and I will be given as much notice as possible about such a change. The campus has the sole discretion to determine whether or not such circumstances exist. Changes in course modality due to these circumstances will not result in a reduction or refund of charges on your student account.
- G. Restriction of Records: I understand and agree that UWW will restrict the use of my records to prevent my registration and withhold my transcripts in the event I fail to comply with the payment obligations of this agreement.
- H. Financial Aid: I understand and agree that financial aid awarded to me will be credited to my student account following applicable aid regulations. (See the Financial Aid website <https://www.uww.edu/financialaid/>, for applicable regulations). If I do not receive my financial aid award in my WINS account by the term due date, I understand I will be responsible for making the necessary payment or will incur late fees and/or partial payment fees as stated herein, unless such delay of the financial aid award is caused by the University's actions. Title IV financial aid cannot be used to pay for any incurred late fees or partial payment fees. Changes in my credits used for determining aid eligibility may cause the eligibility to be re-calculated and aid to be deducted from my account. I may have to repay aid previously disbursed to me. I hereby understand, agree and consent to my student account being charged for any aid overpayment.
- I. Default: I understand and agree that if I fail to make any payment when due, UWW may declare the entire balance of any amounts

owed (including principal and finance charges) to be due and payable within 30 days after giving me notice of such default.

- J. Changes To Terms: UWW has the right to unilaterally make changes affecting the terms of my account, including finance charges to be imposed, by having me sign an agreement with the updated terms, or by mailing to me at my last known address notice of any such changes prior to their effective date.
- K. Prepayment: I may pay the remaining balance on my account or more than the minimum payment at any time to avoid or reduce future finance charges.
- L. Term of Agreement: This agreement is effective as of the date agreed and will continue to be in effect until a new agreement is signed.
- M. Changes To Contact Information: I agree to inform the university of any change in my name, address, telephone number, or social security number in a timely manner. I understand that this could affect where my tax documents, refund checks, or other important documents are sent.
- N. Waiver of Notices: I hereby expressly and severally waive by myself as the debtor, demand of payment, presentment for payment, notice of dishonor, notice of non-payment, and all other notices except those required by law, and I further agree that this agreement is controlled by the holding of Board of Regents of the University of Wisconsin System vs. Mussallem, 94 Wis. 2d 657,289 N. W. 2d 801 (1980), and that UWW may, without notice to myself as the debtor, and without affecting the liability of myself as the debtor, renew and/or extend this agreement, accept partial payment thereon, or settle or compromise the amount due or owing.
- O. Release of Information: I am hereby being given notice and give my consent, as may be required by law, (i) to allow UWW at its option, to report favorable and unfavorable credit information pertaining to myself (i.e. credit ratings) to credit bureaus and other non-campus third parties and (ii) in the conduct of its credit granting and collection activities, to release my social security number to these non-campus third parties.
- P. Collection Costs & Late Fees: In the event I fail to timely comply with the payment obligations detailed in this agreement, I agree to pay all costs of collection incurred by UWW including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees,

reasonable attorney fees and recording fees and to pay any finance charges assessed by UWW. I also understand that UWW may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or other assets available to the Department in its collection efforts.

- Q. Bankruptcy: UWW is a nonprofit institution of higher learning. As such, my obligation will be deemed to be for the sole purpose of financing an education and is not dischargeable in bankruptcy proceedings.
- R. Contact: I hereby authorize UWW and/or its agents, including attorneys and/or collection agencies, to contact me at all phone numbers, both current and any future also including cell phone numbers, email address(es), or wireless device(s) regarding my delinquent student account(s), any other debt I owe to UWW, or to receive general information from UWW. I give express consent to UWW and/or its agents and representatives to use an automated telephone dialing equipment, artificial or pre-recorded voice or text messages, personal calls or emails, in their efforts to contact me when pursuing collection of my account. I understand that I may withdraw my consent to contact through my cellular phone by submitting a request in writing to the department that contacted me.
- S. Important Note: Any holder of this contract is subject to all the claims and defenses, which the debtor could assert against the Board of Regents of the University of Wisconsin System, or obtained pursuant hereto. Any recovery by the debtor involving this agreement shall not in any event exceed the amounts paid by the debtor hereunder.
- T. Marital Property Act: If I am married, I agree that any credit obligations incurred in connection with the Agreement will be incurred in the interest of my marriage or family. Further, I understand that no provision of a marital property agreement, a unilateral statement under Wisconsin Statute §766.59, or a court decree under Wisconsin Statute §766.70 adversely affects the interest of UWW as a creditor unless UWW, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to UWW is incurred. I understand that if I wish to have a marital property agreement, unilateral statement or court decree considered in connection with the

extension of credit under this Agreement, that I will submit a copy of it to the Student Accounts office.

In order to comply with the provisions of the Wisconsin Marital Property Act, I understand that it is necessary for me to provide the information requested so that notice of the extension of credit can be provided to my spouse in the event that I am married.

### **III. CONSENT TO AGREEMENT/ELECTRONIC SIGNATURE:**

By checking "I accept the Terms & Conditions" below, I hereby confirm that I have read the "electronic signature" terms and conditions, I am voluntarily entering into this electronic "Terms and Conditions for Enrollment/Financial Credit Agreement" and I agree to the terms and conditions stated herein above. I hereby consent to the use of this electronic format and my electronic signature (by checking "I accept the Terms & Conditions" below) to enter into this agreement with UWW and understand the legal enforcement and consequences thereof. I also hereby confirm that I have read and understand the terms of this Agreement and that I am at least 18 years of age.

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