



Terms & Conditions – Invoice Payments

TERMS AND CONDITIONS: FACTS Management Company (FACTS), Lincoln, Nebraska has contracted with Eastside Catholic School (Institution) to process payments for tuition and/or fees. **As the Responsible Party who submitted this Agreement, you accept and agree to be bound by the Agreement's terms and conditions until the total amount is paid in full.**

PAYMENT INSTRUCTIONS: Invoices will be sent approximately 20 days prior to each payment's due date. Payments by check or money order will be processed by FACTS' designated lockbox provider. Only checks and money orders payable from U.S. financial institutions will be accepted. Payments shall be deemed made when the item clears and is no longer subject to rejection.

RETURNED PAYMENT FEE: If a payment is returned, a **\$30.00 FACTS Returned Payment Fee will be assessed and shown on your next statement.** Fees are subject to change in future academic terms.

LATE FEES: A late fee may be assessed for past due balances. Any late fee incurred will be shown on the next statement. **If any late fees are returned, they will be included on your next statement.** Fees are subject to change.

CHANGES TO AGREEMENTS: In the event you authorize additional services from the Institution, or in the event additional fees are assessed by the Institution in accordance with Institution policy and as a result of changes authorized by you, you understand that the total balance due and/or payment amount will change. You will be charged another nonrefundable enrollment fee if you subsequently begin a new Agreement.

CUSTODIAL ACCOUNT: FACTS does not guarantee payments it does not collect from you. Collected funds shall be held by FACTS as your agent until remitted to the Institution. Depending upon the Institution's policy, payments returned by your financial institution may be rescheduled. Refunds of any money paid to FACTS, except for any applicable FACTS fees, will be handled by the Institution according to its refund policy. Interest earned on custodial funds is payable to FACTS.

CONFIRMATION: Any and all inconsistencies in the information provided will be resolved in the first invoice sent to you from FACTS. Changes made by the Institution that are received by FACTS before the notification is sent may also be included. In either event, the invoice shall be controlling. A portion of your enrollment fee or late fee, if applicable, may be retained by or used to support the Institution(s) administering your payment plan.

DISCOVERY OF SUSPECTED ERRORS: If you discover what you believe to be an error made by FACTS, you must report the suspected error to the company immediately. FACTS 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, emails, 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. This Agreement should in no way be construed to be a lender-borrower agreement between FACTS and the Institution or FACTS and you.

ARBITRATION: Any controversy or claim between the parties to this Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort (which includes claims of fraud and fraud in the inducement), shall be settled by binding arbitration administered by and under the rules of Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither party shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class or as part of a class action, or to act in any arbitration in the interest of the general public or in any private attorney general capacity. A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration shall constitute the institution of legal or equitable proceedings based on the claim. All proceedings in arbitration shall be administered in Lincoln, Lancaster County, Nebraska. This provision shall survive termination of the Agreement.

PRIVACY AND SECURITY: Data collected and stored by FACTS pursuant to this Agreement is governed by the Institution's privacy policy. This data will not be used by FACTS in any manner not approved by the Institution unless required by law (for example, a court order or subpoena). Access to the data shall be restricted to authorized associates and shall be used only for the purposes of providing service to you or the Institution. FACTS maintains physical, procedural, and electronic safeguards to protect data from being accessed by unauthorized third parties. FACTS privacy policy will govern use of your information only in the event that you request additional services directly from FACTS or its affiliates.

SPECIAL NOTICE REGARDING FINANCIAL AID: Please do not assume your balance will automatically be adjusted if you receive financial aid or a class or service is added or dropped. You should review your Agreement balance online or contact your Institution.