

LIBERTY

UNIVERSITY.

Financial Check-In Contract

Student: Kingsley Nyakagwa (L30781421)

Term: Summer 2021

Date: March 27, 2021 4:09PM

This contract documents the agreement you've made with Liberty University. By completing Financial Check-In you agreed to all terms outlined in this document.

Summary of Account

Description	Charges	Payments
Course Fee	\$30.00	
Inclusive Access Fee	\$570.00	
Inclusive Access Fee Waiver	\$-570.00	
Technology Fee - GR	\$199.00	
Tuition - Liberty Online	\$2,750.00	
Installment Pay CC		\$2,979.00
Total	\$0.00	

Payment Plan

Status	Draft Date	Draft Amount
Processed	March 27, 2021	\$2,979.00
Processed Drafts		\$2,979.00

**All dates are expressed in Eastern Time.*

Cardholder: Alisha Lynn Okemwa

Credit Card Number: XXXX5479

Expiration Date: 12-2021

**If you choose to use a checking account, your initial draft will be taken tomorrow for first drafts.*

FINANCIAL RESPONSIBILITY AGREEMENT

This Financial Responsibility Agreement ("Agreement") constitutes a binding contract between the student and Liberty University, Inc. ("Liberty") regarding the matters addressed herein.

PAYMENT OF FEES/PROMISE TO PAY

Payment Obligation: I understand and agree that when I register for any class at Liberty or receive any service from Liberty, 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 in accordance

with the applicable fee schedule as shown on the Summary of Account, according to the Payment Plan Selection previously chosen during Financial Check In ("FCI"), and pursuant to all applicable Liberty Academic Catalogs located at www.liberty.edu/academics/catalogs, the Liberty Way, and all applicable Liberty Codes of Conduct, Codes of Honor, policies and procedures which are incorporated herein by reference and to which I expressly agree to be bound.

Promissory Note Agreement: I further understand and agree that my acceptance of these terms for this semester 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 Liberty is providing me educational services and deferring some or all of my payment obligation for those services. I promise to pay for all assessed tuition, fees and other associated costs for this semester by the published or assigned due date as reflected in my Payment Plan Selection previously chosen during FCI.

Changes to Account: If additional charges or changes to my account occur after the completion of FCI and execution of this Agreement, my account in ASIST will reflect such charges or changes. Though Liberty may provide notice to my Liberty e-mail account of changes to my account, I understand and agree that it is my responsibility to monitor my account in ASIST and remain aware of the status of my account. I understand and agree that it is my responsibility to confirm the adjustment to my Summary of Account and Payment Plan Selection, as applicable, by accessing ASIST and receiving an updated Check-In Receipt at least two (2) days before the next scheduled draft date. Otherwise, the scheduled draft will be processed and any balance will remain my responsibility. Payment of any amount other than a scheduled draw pursuant to my approved Payment Plan Selection will not alter the amount due under the approved Payment Plan Selection and will not affect the next scheduled draw. If I make any independent payment other than a scheduled draw pursuant to my approved Payment Plan Selection and wish to modify or adjust my Payment Plan Selection, I understand and agree that it is my responsibility to complete the process recited above in ASIST for making an adjustment to my Summary of Account and Payment Plan Selection, as applicable. Liberty reserves the right to cancel, modify or terminate my Payment Plan Selection for any reason and to remove me from financially checked-in status resulting in my removal from classes, suspension of services, and denial of access to curriculum.

Alteration of Account or Payment Plan: I understand that account information and draft account information may be updated or altered by me without charge or fee by using the FCI process through ASIST at least two (2) days prior to a scheduled draft, and obtaining a verifying Check-In Receipt. Manual intervention by Student Financial Services for a scheduled draft will not affect or alter the existing Payment Plan Selection or affect or alter future scheduled drafts. Such changes will require me to complete the FCI process through ASIST at least two (2) days prior to a scheduled draft, and obtain a verifying Check-In Receipt.

Withdrawal: I understand and agree that if I drop or withdraw from some or all of the classes for which I am registered, I will be responsible for paying all or a portion of tuition and fees in accordance with the policy at <https://www.liberty.edu/student-financial-services/policies/> 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. I understand that I must comply with all Liberty procedures and policies regarding my withdrawal to be eligible for a refund of any tuition, costs, or fees (excluding any non-refundable fees designated as such).

METHOD OF BILLING

I understand that Liberty 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.

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 Liberty.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the bank for any reason, I agree to immediately repay the original amount of the payment together with a returned payment fee of \$35.00 and any finance charges Liberty may in its sole discretion impose thereon at the rate established in this Agreement. I agree that multiple returned payments and/or failure to comply with the terms of any Payment Plan Selection or agreement with Liberty may also result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Liberty; loss of eligibility for payment plans for tuition, costs, and fees in future semesters; termination of on-campus employment; suspension of access to ASIST; and/or administrative withdrawal from some or all registered courses. I agree that multiple returned payments and/or failure to comply with the terms of any Payment Plan Selection or agreement with Liberty may result in Liberty requiring future payments be tendered in cash, credit card, cashier's check or money order.

UPDATING CREDIT CARD AND ACCOUNT INFORMATION

I understand that it is my responsibility to make sure that all bank account information or credit/debit card account information (collectively, "account information") provided to Liberty for purposes of payment is complete, up-to-date, and accurate at all times and that the account has sufficient funds at least 24 hours prior to the scheduled draft date under this Agreement. I understand that it is my responsibility to update or change account information, including credit/debit cards that will expire during the installment plan, by returning to Financial Check-In and updating or changing the account information at least two (2) days prior to any scheduled draft date. In the event that the student and/or financially responsible party provides new account information to the merchant gateway that processes recurring drafts for Liberty, the new account information may automatically be saved and, when pre-existing account information expires, will automatically be updated and used for drafts until the student and/or financially responsible party returns to Financial Check-In and specifies otherwise. Liberty cannot process payments from any of the following accounts: Money Market, Home Equity, Savings, or Trust Accounts.

ZERO OR CREDITED BALANCE ACCOUNT

To the extent my account following completion of FCI and upon execution of this Agreement indicates a zero or credit balance, I understand that all provisions of this Agreement apply to my account, including, but not limited to, penalties and immediate payment obligations for failed payments which may have created the zero or credit balance. I understand and agree that any credit balance is merely a projection, and that changes to the account or subsequent charges could occur affecting the amount and timing of any refund of funds related to my account.

DELINQUENT ACCOUNT/COLLECTION

Hold: I understand and agree that if I fail to pay my student account bill or any monies due and owing Liberty by the scheduled due date, including failure of a scheduled draw under a Payment Plan Selection, Liberty may place a hold on my student account, preventing me from registering for future classes, accessing services and curriculum, requesting transcripts, and/or receiving my diploma.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Liberty by the scheduled due/draft date, Liberty may in its sole discretion assess a late payment and/or finance charge at the rate of 1% each month (12 % APR) on the past due portion of my student account until my past due account is paid in full.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Liberty by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Liberty may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of fifty percent (50%) of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

COMMUNICATION

Method of Communication: I understand and agree that Liberty uses my Liberty e-mail account as the official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Liberty on a timely basis.

Contact: During the FCI process, I may have authorized Liberty and its agents, affiliates, and contractors to contact me at my current and any future cellular phone number(s), home phone number(s), email address(es), and wireless device(s) regarding its offerings and other business matters, including but not limited to my delinquent student account(s)/loan(s), any other debt I owe to Liberty, and general information from or about Liberty and its programs and services. During the FCI process, I may further have authorized Liberty and its agents, affiliates, and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice and text messages, and personal calls, texts, and emails in their efforts to contact me. If I did so during the FCI process, I understand that I may withdraw my consent for Liberty to call or text my cellular phone using automated telephone dialing equipment and artificial or pre-recorded voice or text by submitting my request in writing to Student Financial Services at studentaccounts@liberty.edu (resident programs) or luostudentaccounts@liberty.edu (online programs); or by accessing my account in ASIST and withdrawing consent.

Updating Contact Information: I understand and agree that I am responsible for keeping Liberty records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure in ASIST for Address Verification and updating contact information. Upon leaving Liberty for any reason, it is my responsibility to provide Liberty with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Liberty.

Contact Information Consent: To the extent the University has the right to disclose my address, telephone number and email address under federal law, I consent to the University making such disclosures under Virginia law so long as such disclosures are either made for non-commercial purposes or limited to school officials, other students or other members of the University community. This includes consent to uses within the University community and to uses in University processes and operations, such as: to facilitate group projects, class discussions, course-related activities and roommate communication; and within student clubs, organization and activities.

FINANCIAL AID

I understand that aid described as "projected" 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 change 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 any and all charges assessed to my account at Liberty such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Federal Aid: I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV financial aid includes aid from the Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (SEOG), Federal Direct Loan, Federal PLUS Loan, and Federal TEACH Grant programs. I authorize Liberty to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it, and that I may withdraw it at any time by following the instructions at https://www.liberty.edu/media/1260/Title_IV_Authorization_Form.pdf.

Awards, Scholarships, Grants: I understand that all awards, scholarships and grants awarded to me by Liberty will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of an award, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations, and may therefore reduce my eligibility for other federal and/or state

financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

GENERAL TERMS

TERM OF AGREEMENT

This Agreement will remain in full force until all payments due hereunder have been processed, regardless of student account balance. Any overpayment to the student's account resulting from this Agreement will be refunded within fourteen (14) days upon written request to Student Accounts Office after this Agreement is fully satisfied.

ENTIRE AGREEMENT

This Agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Liberty, 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 Liberty if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

CHOICE OF LAW

This Agreement shall be governed by the laws of the Commonwealth of Virginia, exclusive of its choice of law principles.

SEVERABILITY

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

STUDENT AGE

I understand and agree that if I am younger than the applicable age of majority when I execute this Agreement that the educational services provided by Liberty are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."

Electronic Signature:

By submitting my typed name as indicated below, I acknowledge and agree that I have read, understood, and accepted the terms and conditions of this Agreement. By submitting my typed name as indicated below, I acknowledge and agree that I am obligated to pay all costs and expenses at Liberty University, and promise to pay Liberty University, or any subsequent holder of the debt, the balance plus interest and other fees which may become due pursuant to the terms of this Agreement.

Kingsley Nyakagwa