

SOUTHERN METHODIST UNIVERSITY
STUDENT RIGHTS AND RESPONSIBILITIES

February 10, 2023

By signing and agreeing to this agreement with Southern Methodist University, I acknowledge that I will adhere to the terms, policies and procedures as set forth in the [Student Rights and Responsibilities](#), which are hereby incorporated by reference. It is my responsibility to read, understand and remain in compliance. I understand I can direct questions about this document to the Office of the University Bursar. [Bursar Contact](#).

FINANCIAL RIGHTS AND RESPONSIBILITIES

The Office of the University Bursar's mission is to provide quality service in achieving financial resolutions for students and their families. To provide students and their families with a full understanding of their financial obligations, we have incorporated this information into the registration process. Students will be prompted to read and agree to these terms each semester before enrolling in classes.

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Southern Methodist University, I am solely responsible and obligated for the timely payment of University tuition, fees, and other charges incurred by myself or on my behalf at Southern Methodist University. Regardless of any expected reliance on third-party resources, including but not limited to financial aid, family gifts, employer reimbursement or any other external resource, I remain personally responsible for paying any and all outstanding balances, which collectively represent my student financial obligation. I understand that the enrollment action constitutes a binding obligation between the student and Southern Methodist University and all proceeds of this agreement will be used for educational purposes and constitute an educational loan pursuant to 11 U.S.C. § 523(a)(8).

WITHDRAWAL POLICY

I understand that in accordance with Southern Methodist University's Office of the University Registrar's withdrawal policy and the refund schedule as published in the [Financial Information Bulletin](#), my effective date of withdrawal will determine the amount of credit that I may be eligible to receive, thereby reducing the total amount of fees owed to Southern Methodist University. Students are encouraged to discuss the financial implications of their withdrawal with their Financial Aid advisor and the Office of the University Bursar before making the decision to withdraw. For more information about the withdrawal refund schedule, please refer to the Office of the University Bursar's website. For more information about the withdrawal process, please refer to the Office of the University Registrar's website.

METHOD OF BILLING

I understand that Southern Methodist University uses electronic billing (e-bill) as its official billing method; 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

paying my bill after the due date. I understand that I will receive an e-bill notification at my Southern Methodist University email (i.e., @smu.edu) address when my e-bill is ready for viewing and payment.

DELINQUENT ACCOUNT/COLLECTION

Financial Holds: I understand and agree if my account is delinquent, Southern Methodist University, in addition to assessing applicable late fees, may place financial holds on my student account, preventing me from registering for future classes, obtaining official transcripts or receiving my diploma. I further understand that Southern Methodist University may cancel my enrollment if I have a past due balance.

Past Due Fees: I understand that should I fail to pay my student financial obligations in full by the date due, the unpaid debt will cause my account to become delinquent and monthly interest will accrue on the unpaid debt at the highest rate permitted by applicable law, or one and one-half percent (1.5%) per month, whichever is lower.

Collection Agency Fees: I understand, acknowledge, and agree that if I fail to pay my SMU account bill or any monies due and owing Southern Methodist University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Southern Methodist University may refer my delinquent account to a collection agency. I further understand if Southern Methodist University refers my account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing in full at the time of the referral to the third party. The collection fee may be calculated at the maximum amount permitted by applicable law but not to exceed 50 percent of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. I also understand that Southern Methodist University will charge a \$50 collection processing fee (identified as "Recovery Select Fee" on the account), in addition to any other past due fees, to my student account at the end of the term if I have a remaining balance. 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, acknowledge, and agree Southern Methodist University uses email as an official method of communication with me and that, therefore, I am responsible for reading the emails I receive from Southern Methodist University on a timely basis.

Email Contact: I authorize Southern Methodist University and its agents and contractors to contact me at my current and any future cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Southern Methodist University, or to receive general information from Southern Methodist University. I understand that email is not a secure means of communication. As a result, I am aware that other persons may be able to access my emails which may include information regarding my debt and its status.

Telephone/Text Message Contact: I authorize Southern Methodist University and its agents, employees, and contractors to use automated telephone dialing equipment, artificial or prerecorded

voice or text messages, and personal calls and emails in their efforts to contact me. Furthermore, I understand that I may withdraw my consent for SMU, its agents, employees, or contractors to call or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request by written email notification to enrol_serv@smu.edu or the applicable contractor or agent contacting me on behalf of Southern Methodist University.

I agree that I am granting these authorizations voluntarily, and that my doing so is not a condition to my obtaining student financial assistance or any other service from SMU. I understand that if I want to revoke either or both of these authorizations to contact me at the cell phone numbers and/or email addresses I provide, I will do so only by written email notification to enrol_serv@smu.edu.

Updating Contact Information: I understand and agree that I am responsible for keeping Southern Methodist University records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at Southern Methodist University's [Office of Information Technology](#) website. The linked procedure is incorporated herein by reference. Upon leaving Southern Methodist University for any reason, it is my responsibility to provide Southern Methodist University with updated information for purposes of continued communication regarding any amounts that remain due and owing to Southern Methodist University.

IRS FORM 1098-T REPORTING

I understand that Southern Methodist University will report to the U.S. Internal Revenue Service information that may provide me or my parents with the opportunity to claim certain education credits. I understand that Southern Methodist University uses a third-party servicer to complete this process and my information will be transmitted in a secure way that complies with federal regulations. I also understand that it is my responsibility to report my social security number (SSN) or individual taxpayer identification number (ITIN) to the Southern Methodist University Office of the Registrar if I have one. I agree to pay any and all IRS fines assessed as a result of my missing SSN/ITIN. I understand that if I do not consent to receive my 1098-T form electronically with the third-party servicer, a paper copy will be provided. I understand that the 1098-T form is not provided to students with the United States citizenship status with Southern Methodist University of non-resident unless I complete a special NRA request for a 1098-T form in February of each year for the prior calendar (tax) year.

GOVERNING LAW AND PLACE OF DISPUTES

I understand that my agreement to the terms of this document is governed by, construed, and enforced in accordance with the laws of the State of Texas. If Southern Methodist University chooses, it may enforce its rights in any other court that is appropriate under applicable law. This agreement shall be governed by and construed under the laws of the State of Texas.

If Southern Methodist University sues me to collect my debt to the University, I hereby agree that this document and other documents related to my debt are governed by, construed, and enforced in accordance with Texas law. In addition, I hereby voluntarily submit to the jurisdiction of any federal or state court in Dallas, Texas, in which Southern Methodist University may file the suit.

AMENDMENTS OR CHANGES OF TERMS

I understand that Southern Methodist University may in its discretion amend or change these terms at any time and from time to time, including, but not limited to, policies, procedures, charges, financial aid programs, refund policies and academic programs. I understand that I will be bound by any such amendment or change and such changes will apply to all outstanding unpaid indebtedness and to any future transaction on my account. I recognize that Southern Methodist University will notify me of these amendments each semester through the *Student Financial Rights and Responsibilities*, accessible at the time of registration and online at the Office of the SMU Bursar's website.

In addition, I understand that Southern Methodist University reserves the right to change the time, location, and modality of courses for which I register, or alter course requirements and campus offerings due to circumstances beyond Southern Methodist University's control that may affect the health or safety of students or affect the educational function of the institution. Such circumstances include, without limitation, power failure, fire, strikes by University employees or others, damage by natural elements, epidemics, and acts of public authorities. Southern Methodist University will, however, exert reasonable efforts, when it judges them to be appropriate, to provide comparable services, facilities, or performance; but its inability or failure to do so shall not subject Southern Methodist University to liability.

FINANCIAL AID

I understand 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 specific aid program.

I understand 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 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 a class, I agree to repay all revoked aid disbursed to my account and resulted in a credit balance refunded to me.

BILLING ERRORS

I understand 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 Southern Methodist University.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT

If a 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 \$30.00. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Southern Methodist University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Southern Methodist University.

PRIVACY RIGHTS AND RESPONSIBILITIES

I understand Southern Methodist University is bound by the Family Educational Rights and Privacy Act (FERPA), which prohibits Southern Methodist University from releasing any information from my education record without my written permission. Therefore, I understand if I want Southern Methodist University to share information from my education record with someone else, I must provide written permission by following the procedure outlined on the [University Registrar's website](#).

BILLING RIGHTS SUMMARY

I understand that I am responsible for reviewing, understanding, and abiding by all of the University's regulations, procedures, requirements, and deadlines as described in all University publications. As a student, I understand I am also responsible for:

- Registering for classes and knowing the classes that I am enrolled in,
- Reviewing my statement of account for accuracy and addressing any discrepancies,
- Following the correct procedures to withdraw from classes,
- Understanding available payment options and methods,
- Completing any applicable financial assistance requirements on a timely basis; and
- Paying any and all financial obligations by the due date.

HONOR CODE AND STUDENT CODE OF CONDUCT

I acknowledge that I have reviewed and have access to the [Southern Methodist University Student Code of Conduct & Conduct Review Process](#) and [Southern Methodist University Honor Code](#). I understand I can direct questions about these documents to the [Office of the Dean of Students](#).

ENTIRE AGREEMENT

This Agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Southern Methodist 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.

APPEALS AND COMPLAINTS

I acknowledge that I understand that as a student I have the right to appeal or submit complaints through the appropriate University office and that I have been provided access to this information through the website of the [Southern Methodist University Division of Student Affairs](#).

Southern Methodist University

Office of the University Bursar
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