

FACTS AUTOMATIC TUITION PAYMENT AGREEMENT

Agreement No.

Conv_5th

FACTS ID Number - 04343 B

Attach Voided Check Here — Must Match Name In Section 2.

1. INSTITUTION AND STUDENT INFORMATION

Institution Name **KETTERING UNIVERSITY**

Student ID Number Student Name Last Name First Name

Student's E-mail Address
If you provide an e-mail address, some correspondence received from FACTS 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.

Name First Name Last Name

Address

City State Zip

Daytime Phone Area Code Ext.

Evening Phone Area Code

E-mail Address
If you provide an e-mail address, some correspondence received from FACTS may come via e-mail.

- FACTS ACCESS CODE -

To protect your privacy, create your own FACTS Access Code, which is like a password. Your FACTS Access Code must be 4-10 characters long, alpha and/or numeric, and should be easy for you to remember. You are required to verify your FACTS Access Code when calling FACTS or viewing agreement information online through My FACTS Account at www.factsmtg.com.

If a FACTS Access Code is not provided, one will be randomly assigned to your FACTS agreement and included in your FACTS Confirmation Letter.

Additional Authorized Party(s) (Optional)

First Name Last Name

First Name Last Name

When requesting information, FACTS will verify the Additional Authorized Party's identity by asking for his/her name and the FACTS Access Code, as provided above.

The Responsible Party names the person(s) listed as an Additional Authorized Party(s), who may inquire about all agreement information and make changes to the agreement on behalf of the Responsible Party. The Responsible Party agrees that the Additional Authorized Party(s) may take any action with reference to the agreement as could be taken by the Responsible Party, except changing the name of the Additional Authorized Party(s) or FACTS Access Code. The Responsible Party agrees to be bound by any actions taken by the Additional Authorized Party(s) pursuant to the authority hereby granted.

3. PAYMENT INFORMATION

BANK PAYMENT INFORMATION

Payments should be made from: (Select only one)

Checking Account OR Savings Account*

**NOTE: Savings account cannot be a passbook-type. If an account is not selected, Checking Account will be used.*

Bank Name

Bank Routing #

Account #

(To be debited for monthly payments and FACTS fees. Non-business account only.)

City

State Bank Phone Number

FOR CHECKING ACCOUNTS: Attach a voided check.
No deposit slips please.
FOR SAVINGS ACCOUNTS: Provide savings account number.

4. AMOUNT TO BE PAID THROUGH FACTS

Payment Date 5th of the month

Month of First Payment

Total Amount Budgeted through FACTS \$

Number of Payments

Amount of Each Payment \$

Enrollment Fee Information: The \$25 per semester nonrefundable FACTS Enrollment Fee will be automatically deducted **within** 14 days of this agreement being posted to the FACTS system.

Payments and Returned Payments: Should a payment be returned, it will be reattempted on the 20th of the month, and a \$25 FACTS Returned Payment Fee will be assessed.

5. AUTHORIZATION

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(X) _____ / / _____ (X) _____
Signature required by person who is an authorized signer on the account listed in Section 3 above. Date Printed name of person who has signed this agreement

By signing this Agreement, I hereby agree to be the Responsible Party, whether or not named as the Responsible Party in Section 2 above. I hereby accept and agree to be bound by the terms and conditions contained within this FACTS Automatic Tuition Payment Agreement and authorize FACTS to initiate debit 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 FACTS Access Code or Additional Authorized Party(s) on the Agreement.

PLEASE RETURN THIS FORM DIRECTLY TO KETTERING UNIVERSITY STUDENT ACCOUNTS OFFICE, 1700 W. THIRD AVE., FLINT, MI 48504-4898
AT LEAST 30 DAYS PRIOR TO THE FIRST PAYMENT DATE

White copy to FACTS Management Co. • Yellow copy to Kettering University • Pink copy to the Responsible Party

TERMS AND CONDITIONS

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FACTS Management Co. (FACTS), Lincoln, NE has contracted with Kettering University to act as its agent for the collection of tuition and/or fees. **You, as the Responsible Party whose signature appears on this agreement, 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 FACTS to initiate debit entries to the account listed in Section 3 or any subsequent account provided.** Your authorization will terminate when the total balance due has been paid (including FACTS fees, unless waived).

The \$25 per semester nonrefundable FACTS Enrollment Fee will be automatically deducted from the account identified in Section 3 **within** 14 days of the agreement being posted to the FACTS system. The nonrefundable FACTS Enrollment Fee is based upon the number of payments selected for each FACTS 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, FACTS may assess a new FACTS Enrollment Fee. 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 FACTS Enrollment Fee will be automatically deducted. **In the event that your financial institution returns a monthly payment, a \$25 FACTS Returned Payment Fee will be automatically deducted from the account identified in Section 3 within 20 days.** A FACTS Returned Payment Fee will be assessed for each payment attempt that is returned. If any FACTS fees are returned, they will be reattempted. FACTS fees are subject to change in future academic years.

If the Automatic Bank 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 FACTS specifies the date each payment will occur, your financial institution determines the time of day the payment is debited to the account.

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

You may make changes to the information you provided in this agreement by contacting Kettering University. The timely application of changes depends on when they are received by FACTS; FACTS may refuse to apply changes prior to the next scheduled payment date if FACTS determines, for whatever reason, that it does not have sufficient time to act on them. In the event that you authorize additional services from Kettering University, or in the event that additional fees are assessed by Kettering University in accordance with Kettering University policy and as a result of changes authorized by you, 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 FACTS or Kettering University 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 Kettering University.

If there will be any change in the preauthorized payment amount other than a changed authorization as described above, Kettering University will give you notice of such changed payment amount at least ten (10) days in advance of the next scheduled payment. You may revoke your authorization by sending FACTS a signed, written notification or an e-mail; upon receipt, FACTS will immediately terminate your agreement. However, terminating your agreement with FACTS in no way affects your obligation to pay Kettering University, and you will be charged another FACTS Enrollment Fee if you need to begin a new agreement.

Any and all inconsistencies in the information in Sections 1-5 will be resolved in the confirmation notification sent to you from FACTS. Changes made by the school that are received by FACTS before the notification is sent may also be included. In either event, the confirmation notification shall be controlling.

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, NE, shall be the sole venue for filing any action. This agreement should in no way be construed to be a lender-borrower agreement between FACTS and the institution or FACTS and you.

Upon the demand of you or FACTS, 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.

Notice of Privacy Statement: FACTS acts as agent for institutions in administering their payment plans. In the course of providing payment plan services for these institutions, FACTS receives personal and financial information from their customers. It is the policy of FACTS and its subsidiaries to protect all information provided to us by all participants in the FACTS payment plans. From time to time FACTS may share this information with you and with the institution for which it is acting as an agent. FACTS does not sell or share any nonpublic personal information or client lists to any third party, except as agreed to by you, or as may be necessary to complete a transaction in the ordinary course of business, or as required under an applicable law. To protect the information from access by unauthorized parties, FACTS maintains physical, procedural, and electronic safeguards.