

## CAMPBELL UNIVERSITY

[www.campbell.edu](http://www.campbell.edu)

### TERMS AND CONDITIONS OF USE FOR CAMPBELL UNIVERSITY STUDENT PAYMENT PORTAL THROUGH PayMyTuition (PMT).

Campbell University (“Campbell”) allows students and authorized users, such as parents and guardians, to make payments for tuition, fees, room and board, and other miscellaneous costs through the PayMyTuition Student Payment Portal (“Service”). These Terms and Conditions (“Terms”) provide you with important information regarding your use of the Service. Before using the Service, all students and authorized users are required to read and electronically sign this agreement explaining the Terms. It is the student’s responsibility to:

- read and understand the terms and conditions of fee payment;
- view their account statement upon enrollment, after any change to enrollment, after any change to the housing and meal plan and after charging books to their account; and
- view the payment due dates published on Campbell web page.

By accessing and using this site, you agree to these Terms without limitation or qualification.

In order to attend classes at Campbell and remain registered for classes, Campbell requires that you pay in full the amount of any fees, tuition, housing and meal plan costs, and other miscellaneous charges incurred in connection with your attendance, on the dates set by Campbell for each semester. Payment of tuition and fees charges for the Fall Semester are due in August and charges for the Spring Semester are due in January. Specific dates are set annually for these and other semesters and may be found by accessing <https://www.campbell.edu/bursars-office/payments/bill-clearance/>.

#### Payment Method

If you have a balance due to Campbell on the date tuition and fee charges are due, you have the option of enrolling in a monthly payment plan each semester. You acknowledge that electronic payments under the payment plan are to be made through the PayMyTuition payment platform operated by MTFX USA Inc., and that MTFX USA Inc. will be acting as the “agent of Payee” on behalf of Campbell for the purpose of processing all payments made by me through the PayMyTuition platform.

If you enroll in a monthly payment plan, the following conditions will apply:

- Payment may be remitted by electronic check or payment card. You must provide Campbell with the necessary banking or payment information to set up the automatic transfer of funds.
- You will be assessed the published enrollment fee for the payment plan selected.
- You will be assessed and will pay a late fee of \$25.00 if payment is not received by the payment plan due date.
- You will be assessed and will pay a \$25.00 return fee for payments that are returned by your financial institution.
- Processing fees will be applied to payment card transactions, and you may remit payment via an electronic check/ACH transfer to avoid processing fees.
- If you fail to make two (2) consecutive payments or if two (2) consecutive payments are returned by your financial institution, Campbell may declare the entire balance of any amounts owed by

you to be due and payable within 15 days after giving you written notice of such default if you fail to make the payment(s) that are due within that same 15-day grace period.

- If the charges or credits to your account are adjusted after the payment plan has been established, the monthly installment will be automatically recalculated to reflect the adjusted balance.

Please be aware that certain types of bank accounts have limits on the numbers of transfers or withdrawals that may be made per month. Your bank may refuse transfers which would exceed such limits, so we recommend you check with your bank to determine what limitations are imposed on withdrawals from any account. If we are not able to debit the amount required to cover an authorized payment and any fees from your account, Campbell will not be able to make the payment you have authorized, and will not be held liable for any costs, damages, etc., caused by the failure to make the payment. We have no obligation to try to debit an account for a specific payment more than once.

After Campbell processes the student's application, current students will use single sign on ("SSO") which is authenticated through the student self-service portal. (In the event SSO is unavailable, Campbell will provide the student with a link to access their PMT account). Parents, guardians, or other authorized users may be granted access by the student to access their PMT account. Example: Student enters the parents' email address as an authorized user in the PMT portal. Email is sent to the parent to create the username and password for the authorized user access.

You understand that your failure to pay any amounts assessed by Campbell, when due, may result in your registration for courses being cancelled without further advance notice, and that registration and enrollment for future semesters may not be permitted unless your account balance is current.

In the event that you fail to timely comply with the payment obligations of this agreement, Campbell may withhold your transcript in accordance with applicable law.

All financial obligations should be satisfied for a student to receive their diploma document at graduation or participate in graduation.

### **Refund Policy**

The Campbell refund policy applies to these Terms. The student is encouraged to review the refund policy, which can be found on the Campbell website or by contacting the University's Student Financial Services office.

### **Changes to Terms**

Campbell has the right to unilaterally make changes affecting the future terms of my account, including finance charges or fees to be imposed, by mailing to me at my last known address notice of any such changes prior to their effective dates. Any such changes will only apply to future extensions of credit.

### **Limitation of Liability**

- Your Liability. You agree to regularly and promptly review and verify all transactions either through the Campbell University student self-service portal or through the monthly statements received from your bank holding the account(s). Tell us AT ONCE if you believe your Password has

been lost or stolen. Also, if your bank statement shows transactions by us that you did not authorize, notify the Campbell University Bursar's Office and contact your bank.

- **Our Liability.** If we do not complete a payment which you have authorized in a timely manner, in accordance with the terms and conditions herein, you will not be liable for any late fee. However, there are some exceptions. We will NOT be liable, for example, when:
  1. Through no fault of ours, your account does not contain sufficient available funds for us to debit the account in the amount of the payment due.
  2. The web site or other systems are not working properly.
  3. If we receive a payment instruction authorized by you and the instruction is erroneous in any way, we shall have no obligation or liability for the error.
  4. Circumstances beyond our control (such as fire, flood, computer breakdown or technical issue) prevent or impede the transaction, despite reasonable precautions we have taken.
  5. The funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account for an authorized payment(s).
  6. The information you or your payees have supplied to us is incorrect, incomplete or not timely.
- **Limitations.** You agree that neither we nor any party involved in creating or delivering this web site is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of this web site. We assume no responsibility for and will not be liable for any damages to or any viruses which may affect your computer equipment or other property on account of your access to, use of or downloading from our web site.

**Termination.** Either party may terminate this Service with written notice to the other party.

We reserve the right to terminate your access at any time with or without cause. We may immediately terminate your use of the Service if:

- you or any authorized user of your Password breaches any agreement with us;
- we have reason to believe there has been or may be an unauthorized use of your Password, your accounts, or our Service;
- Any party associated with your accounts or your Service requests that we do so; or
- There are conflicting claims against the funds in your accounts.

Please note that if you or another party asks us to terminate your Service, or your accounts are closed for any reason, you will remain liable for transactions previously authorized.

**Miscellaneous Provisions:**

- **Changes to Contact Information:** You agree to inform Campbell of any change in your name, address, telephone number, or email in a timely manner.
- **Waiver of Notices:** You waive any demand of payment, presentment for payment, notice of dishonor, notice of non-payment, and all other notices except those required by law, and you further agree that Campbell may, without notice to you as the debtor, and without affecting the liability of yourself as the debtor, renew and/or extend this agreement, accept partial payment thereon, or settle or compromise the amount due or owing.
- **Release of Information:** You give notice and consent, as may be required by law, (i) to allow Campbell, at its option, to report favorable and unfavorable credit information pertaining to

myself (i.e., credit ratings, etc.) to credit bureaus and other non-campus third parties and, (ii) in the conduct of its credit granting and collection activities.

- **Collection Costs and Late Fees:** If you fail to timely comply with the payment obligations detailed in this agreement or if a balance remains due after graduation or separation from the University, the account will be considered in default and may be assigned to an external party for collections. All collection costs and fees, including reasonable collection agency fees, attorney charges, and legal fees necessary for the collection of outstanding indebtedness, will be paid by the student.
- **Disclosures:** We are required to provide you with certain disclosures and notices which are mandated by various laws and rules. You agree to receive all such disclosures electronically, which in most cases will be done at our web site or the web sites of our vendors.

### Contact Us

If you need to reach us, please contact:

Campbell University Bursar  
Campbell University  
PO Box 97  
Buies Creek, NC 27506  
910.893.1244  
[sfs@campbell.edu](mailto:sfs@campbell.edu)

General Counsel  
Campbell University  
PO Box 114  
Buies Creek, NC 27506  
910.893.1652  
[generalcounsel@campbell.edu](mailto:generalcounsel@campbell.edu)

### Waiver; Severability; Entire Agreement

If Campbell fails to enforce any of its rights under these terms and conditions, it shall not be deemed to constitute a waiver of such right. If any provision of these documents is found by a court to be invalid, then the remaining terms and conditions shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written.

### Governing Law

These Terms shall be deemed to have been executed and delivered within the State of North Carolina, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of North Carolina or United States, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the County of Harnett, State of North Carolina, or federal court in the Eastern District of North Carolina, each of which shall have exclusive jurisdiction thereof, and each Party hereto irrevocably consents to such jurisdiction and venue and waives any claim of inconvenient forum.

These Terms are effective as of the date signed below and will continue to be in effect throughout your enrollment with Campbell. By clicking "I Agree" below, you acknowledge that you have read, understood, and agreed to the terms and conditions of use for the PayMyTuition Student Payment Portal.

Please retain a copy of these Terms for your records. For any questions or concerns regarding this Agreement, please contact the Campbell University Bursar's office.