

## eRefund - Agreement

### Kilgore College eRefund Terms and Conditions.

I authorize Kilgore College to initiate student account refunds to the bank account I have indicated above and, if necessary, to initiate reversing entries for the purpose of error correction. I understand that I may revoke this authorization by withdrawing from the eRefund program via this website only. I understand that Kilgore College reserves the right to disenroll me from this program if I have closed my bank account and have not notified the school, or if my account information is nonexistent. I understand that Kilgore College is not responsible for disputes over refunds if I have submitted incorrect bank account information. I agree that I am responsible for updating my account information if it changes. I understand that upon enrollment a pre-note verification of my bank account will be done for authorization. If a pre-note is returned as "unable to locate account", I understand that my enrollment will be suspended. I also understand that verification and authorization of my bank account can take up to fourteen business days.

I understand that Kilgore College will transfer the net amount of any eligible credit balance and/or refund requested that is the result of financial aid disbursements after charges for any applicable tuition, fees and any other institutional charges have been deducted.

I understand that the deposit of Title IV financial aid disbursements that result in a credit balance will be refunded to my bank account within fourteen calendar days after the date the overpayment is recorded on my student account, but no earlier than the first official day that aid can be disbursed for the semester for which the aid was awarded.

I understand I am responsible for ensuring my anticipated direct deposit refunds through this program have actually been deposited into my bank account before attempting to withdraw the funds. I know that this is my responsibility to verify with my banking institution. I further understand that Kilgore College is not responsible for disputes over refunds, or bank-assessed charges or fees, if I submitted incorrect bank account information or if I attempted to withdraw the anticipated direct deposit refund prior to ensuring the anticipated funds are available for withdrawal. I am fully responsible for updating my account information if it changes.

I understand that eRefund direct deposit enrollment is only for student account refunds. Overpayments that result from the disbursement of Parent PLUS loans will continue to be issued by check and mailed to the parent borrower unless the parent borrower provides written permission directly to the Student Financial Aid Office via completion of the Federal Direct Parent Plus Borrower Refund Request Form. In the event that the School may be obligated to withhold any part of my financial aid for any reason, I understand and agree that Kilgore College shall have the authority to immediately terminate any fund transfer in process.

I understand that I am responsible for repayment of any funds I receive that I am not entitled to receive resulting from a change in enrollment or if I become ineligible for financial aid after it has been awarded and disbursed.

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If I take an action such as closing my bank account without adequately notifying Kilgore College Office of the Bursar in advance, and a refund is rejected by my bank, I understand that Kilgore College assumes no responsibility for processing a replacement refund until the rejected funds are returned to the school.

An eRefund email notification will be sent to my student email address when a refund has been processed and is in transit to my bank account.

By enrolling in Kilgore College eRefund program, I acknowledge that I have read, understand and accept these terms and conditions.

I agree to these Terms & Conditions

Electronic Signature:

Student ID:

0000000000

IP Address:

174.197.66.153

Date and Time Signed:

02/05/2024 09:51

The screenshot displays the Kilgore College eRefund portal. On the left is a dark blue sidebar with navigation links: My Account, Overview, Activity Details, Payment Plans, Make a Payment, Transactions, Tax Forms, Help, and Sign Out. The main content area is titled 'Kilgore College' and shows 'Basic information' with the name 'Kenesha Coleman'. Below this is the 'Payment methods' section with an 'Add payment method' button. The 'Payers' section includes a 'Send a payer invitation' button. A highlighted 'Direct deposit refunds' section explains the benefits and includes a form to link a bank account (labeled 'My bank account (\*\*\*\*0271)'). Below that is an 'SMS notifications' section with a 'Sign up' button. At the bottom are links for 'Privacy & terms'. On the right, a modal window titled 'Direct deposit refunds Agreement' is open, displaying the 'Direct deposit refunds terms and conditions'. The agreement text states that the user authorizes Kilgore College to initiate student account refunds to their bank account and understands that they may revoke this authorization by withdrawing from the eRefund program. It also mentions that Kilgore College reserves the right to disenroll the user if they have submitted incorrect bank account information. The modal includes a 'Close' button at the bottom.

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### Payment Plans T&C:

The following disclosures, in addition to the details and disclosures provided above, are made to you pursuant to the Truth in Lending Act.

1. A student attending Kilgore College may be eligible to participate in this tuition payment plan (the "Plan") based upon the eligibility criteria determined by Kilgore College. Students with balances due for prior semesters may be restricted from enrolling until all past due financial obligations are satisfied, or if you are in a non-curriculum program that is not eligible for the Plan.
2. The creditor is Kilgore College, located at 1100 Broadway Blvd, Kilgore, TX 75662. Transact Campus Payments, Inc., (a Transact Holdings Inc. subsidiary), located at 22601 N. 19th Ave., Suite 130, Phoenix, AZ 85027, is servicing the Plan on behalf of Kilgore College. All payments under the Plan are made to Kilgore College c/o Transact Campus Payments, Inc.
3. The Plan is an installment payment plan. A one-time, non-refundable, enrollment fee of \$35.00 will be charged when you enroll in the plan. No amount of credit will be distributed directly to you, and no amount will be credited to your account or paid to other persons.
4. The first installment may be due at the time of your enrollment.

5. If enrolling in an automatic payment plan, payments will be automatically deducted from your designated checking, savings or credit card account on the posted due date in accordance with the Auto Pay Authorization that you provide. Such authorization is required at the time of your enrollment in the Plan. You may withdraw your authorization and cancel deductions for automatic payments by logging into the program site, navigating to your “account” and clicking “cancel.” Please refer to the Auto Pay Authorization for more information about auto pay.
6. If any installment payment is not received within 15 calendar days after its due date, you will be assessed a late fee of \$5.00. Please note that declined attempts for credit card or ACH charges or returned checks may result in late fees if the payments are not received by the due date. Fees for insufficient or uncollected funds (returned items or paid items) will be charged in the amount of \$30.00. These fees are assessed when you make a payment above what is available in your designated financial account.
7. Neither Kilgore College nor Transact Campus Payments, Inc. is required to email or mail payment reminders.
8. If financial aid or scholarship awards are released to your account before you enroll in a Plan, the total contract or budget amount for the Plan shall be the total unpaid charges after the financial aid or scholarships have been applied.
9. If you fail to make two (2) or more installment payments, you will be dropped from the Plan and all amounts will be due to Kilgore College in accordance with the published deadlines for the semester. If those deadlines have passed, payment in full is due immediately.
10. If you withdraw consent to the E-Sign Disclosures and Consent, your Plan will be terminated, and all amounts owed to Kilgore College will be due immediately per the published deadlines for the semester, unless a longer period of time is required by applicable law.
11. If Kilgore College or Transact Campus Payments, Inc. fails to enforce any terms and conditions stated herein, it shall not constitute a waiver of the underlying obligations agreed to by the student.
12. As an alternative to the Plan, you may qualify for Federal student financial assistance through a program under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.). The interest rates available under each program under Title IV are available online or at your school’s financial aid office.
13. If you make adjustments to your class schedule resulting in an increase in your total amount due, you may be given the option to enroll in a new tuition payment plan that incorporates payments due under this Plan. If you choose to enroll in such new plan, this Plan will be cancelled.
14. You have the right to cancel the Plan, without penalty, at any time. If you choose to cancel, all amounts owed to Kilgore College will be due immediately per the published deadlines for the semester. If those deadlines have passed, payment in full is due immediately. Please contact Kilgore College directly for further information on how to cancel this Plan.
15. Based upon applicable legal requirements, you may have up to thirty (30) calendar days to accept the terms of the payment Plan from the date you first received these disclosures. Alternatively, you may accept the terms of the Plan by checking the box next to “I agree” and clicking the “Accept” button

below. Except for changes permitted by applicable law, the rates and terms of the Plan may not be changed by the creditor during the acceptance period.

**16. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TRANSACT CAMPUS PAYMENTS, INC.**

- a. For any dispute with us, you agree to first contact us at [generalcounsel@transactcampus.com](mailto:generalcounsel@transactcampus.com) and attempt to resolve the dispute with us informally.
- b. In the unlikely event that Transact Campus Payments, Inc. has not been able to resolve a dispute it has with you after sixty (60) calendar days, we each agree to resolve any claim, dispute, or controversy (whether in tort, contract or other legal theory) arising out of or in connection with or relating to our relationship, these terms and conditions, or the alleged breach thereof, by binding arbitration by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as modified by this agreement.
- c. A party must bring any claim it has against another party within two (2) years (the statute of limitations) of such claim arising or such shorter time as the law governing the claim otherwise provides. If a claim is not brought within the statute of limitations, it is barred, unless a tolling or similar doctrine under the governing law provides an extension.
- d. The Federal Arbitration Act will apply to this arbitration agreement and Arizona law (other than its conflict of law rules) will apply to all other aspects of the dispute. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply to an individual action brought in court.
- e. The arbitration will be conducted as a “desk arbitration,” also known as “Dispute Resolution through Document Submission” unless any party requests a hearing and the arbitrator determines that a hearing is necessary. If a hearing is requested and ordered by the arbitrator, the hearing shall be by telephone or videoconference, unless the arbitrator determines that only an in person hearing, at a location to be determined by the arbitrator, will satisfy due process.
- f. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with AAA Consumer Arbitration Rules. The AAA Consumer Arbitration Rules specifies lower fees for consumers than businesses such as Transact Campus Payments, Inc.. The AAA will require you to pay a fee to start your case, unless you apply for and successfully obtain a fee waiver. The arbitrator may award to the winning party the costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses unless governing law precludes such an award.
- g. If the amount of your dispute is small enough to qualify to be heard by a “small claims” court having jurisdiction over the dispute and the parties, you may pursue a claim in such small claims court instead of arbitrating, so long as sixty (60) calendar days have passed since you first attempted to informally resolve the dispute as set forth in Paragraph 16.a above and such efforts have been unsuccessful.
- h. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

i. Nothing in this arbitration agreement prevents Transact Campus Payments, Inc. from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

j. Class Action/Jury Trial Waiver. A party may bring claims against another party only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The parties (you and Transact Campus Payments, Inc.) agree that the arbitrator may not consolidate proceedings of more than one person's claims; and may not otherwise preside over any form of representative or class proceeding. The arbitrator may award injunctive relief only in favor of an individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TRANSACT CAMPUS PAYMENTS, INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND/OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND RELATING TO ANY DISPUTE RELATING TO OUR RELATIONSHIP, THESE TERMS AND CONDITIONS, OR THIS ARBITRATION AGREEMENT.

k. If any term of this arbitration 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.

l. Further information about AAA Consumer Arbitration can be found at <https://www.adr.org/consumer> and the AAA Consumer Arbitration Rules can be found at <https://adr.org/sites/default/files/Consumer%20Rules.pdf>. The phone number for the AAA is 800-778-7879.

17. By checking the box next to "I agree" and clicking the "Accept" button below, you attest that you have read and understand and agree to the terms and conditions stated herein.

The featured words and symbols used to identify the source of goods may be the trademarks of their respective owners.

Overview

Payment Plans

Agreement

2023SP

Spring 2023-2024 Tuition Pending Aid 1 Enrollment

Agreement Version

Version 5: 2/4/24 at 4:12 PM CST

ANNUAL PERCENTAGE RATE ⓘ

The cost of your credit as a yearly rate.

0%

FINANCE CHARGE ⓘ

The dollar amount the credit will cost you.

\$0

Amount Financed

The amount of credit provided to you or on your behalf.

\$2,603

Total of Payments

The amount you will have paid after you have made all payments as scheduled.

\$2,603

Overview

Payment Plans


Agreement

Itemization of Amount Financed

Amount paid on your account: \$2,603

Terms and conditions

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Kilgore College

Overview

Payment Plans

My Account

Overview

Activity Details

Payment Plans

Make a Payment

Transactions

Tax Forms

Help

Sign Out

Summary

2023SP: Spring 2023-2024 Tuition Pending Aid 1 Enrollment

Auto payment scheduled 2/15/24

Balance

Payment plans

Plan	Paid	Rem
<div><div></div><div>2023SP: Spring 2023-2024 Tuition Pending Aid 1 Enrollment</div><div>AUTO PAY</div></div>	\$200	\$2,4

Agreement

Itemization of Amount Financed

Amount paid on your account: \$2,603

Terms and conditions

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