

# Tuition Payment Plan Terms and Conditions

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

1. Any student attending Peru State College is eligible to participate in this tuition payment plan (the "Plan"). However, students with balances due for prior semesters may be restricted from enrolling until all past due financial obligations are satisfied.
2. The creditor is Peru State College, located at 600 Hoyt St, Peru, NE 68421. Higher One, Inc., located at 80 Swan Way, Number 200, Oakland California 94621, is servicing the Plan on behalf Peru State College. All payments under the Plan are made to Peru State College c/o Higher One, Inc.
3. The Plan is an installment payment plan. A one-time, non-refundable, flat enrollment fee of \$30.00 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 is due at the time of enrollment. Please refer to the payment schedule above for due dates of subsequent payments.
5. Payments will be automatically deducted from your designated checking, savings or credit card 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 "deactivate." 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 \$10.00. 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 \$25.00. These fees are assessed when you make a payment above what is available in your designated financial account.
7. Neither Peru State College nor Higher One, 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 Peru State College in accordance with the published deadlines for the semester. If those deadlines have past, payment in full is due immediately.
10. If you withdraw consent to the E-Sign Disclosures and Consent provided below, your Plan will be terminated and all amounts owed to Peru State College will be due within thirty (30) days of such termination.
11. If Peru State College or Higher One, 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 Peru State College will be due immediately per the published deadlines for the semester. If those deadlines have past, payment in full is due immediately.

15. You may accept the terms of the payment Plan at anytime within 30 calendar days from the date you first received these disclosures. 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 law, the rates and terms of the Plan may not be changed by the creditor during the acceptance period.

16. 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.

#### E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent (this "Disclosure"), applies to all communications for the tuition payment plan offered by Higher One, Inc. on behalf of Peru State College. The words "we", "us", and "our" refer to Higher One, Inc. As used in this Disclosure, "Plan" means your tuition payment plan serviced by us. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Plan, including but not limited to information that we are required by law to provide to you in writing.

1. Scope of Communications to Be Provided in Electronic Form: When you enroll in a Plan, you agree that we may provide you with any Communications in electronic format and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to (i) all legal and regulatory disclosures and Communications associated with the Plan; (ii) notices or disclosures about a change in the terms of your Plan or associated payment feature; and (iii) any privacy policies and notices.

2. Method of Providing Communications to You in Electronic Form: All Communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

3. How to Withdraw Consent: You may withdraw your consent to receive Communications in electronic form by contacting us at 877-821-0625. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of the Higher One website and your Plan will be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. How to Update Your Records: It is your responsibility to provide us with true, accurate and complete email address, contact and other information related to this Disclosure and your Plan and to maintain and update promptly any changes in this information. You can update information (such as your email address) by contacting the College at NNN-NNN-NNNN.

5. Hardware and Software Requirements: In order to access, view and retain electronic Communications that we make available to you, you must have: • an Internet browser that supports 128 bit encryption; • sufficient electronic storage capacity on your computer's hard drive or other data storage unit; • an email account with an Internet service provider and email software in order to participate in our electronic Communications programs; • a personal computer (for PC's: Pentium 120MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120 MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by

access to our website using one of the browsers specified below. We recommend that you use our website with a supported browser. The following is a list of browsers supported by Higher One, Inc.: Internet Explorer (on Windows) Versions 7.0 and 8.0 Firefox (on Windows) Version 3.6 Safari (on OS X) Newest Release Only

6. Requesting Paper Copies: We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by 877-821-0625. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

7. Communications in Writing: All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

8. Federal Law: You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. Termination/Changes: We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

10. Consent: By selecting "I Agree" you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

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