

**THE GEORGE WASHINGTON UNIVERSITY
ONLINE BILL PAYMENT SERVICE
TERMS AND CONDITIONS**

These terms and conditions are designed to provide you with information on our Online Bill Payment Service (the “Service”) and outline important conditions which apply to your using this Service. This Service is provided by The George Washington University (“GW” or the “University”) and various third party vendors. The Service is subject to certain consumer bank regulatory protections described in the Electronic Fund Transfers Act and the accompanying regulations issued by the Federal Reserve Board. When you initiate an online payment with GW or any third party vendor acting on our behalf, you and any person you authorize to perform functions on your account agree to these Terms and Conditions. Please read these Terms and Conditions carefully in their entirety. We also suggest that you print a copy of these Terms and Conditions and keep in a safe place.

1. Services Offered. The University’s Online Bill Payment Service allows you to authorize GW and its associated third party vendors to initiate a one-time Automated Clearing House (ACH) debit transaction from your checking or savings account to pay your tuition and fees to the University. The Service is only accessible using your [GWid](#) and Date of Birth. A unique identification number will be generated that will be used by the University’s third party vendors to initiate the ACH debit from your account. You must provide us with a new authorization each time you wish your account to be debited. You agree not to provide your personal information to anyone not authorized to sign on to your account and make payments on your behalf.

2. Authorized Users. You may authorize one or more third parties (such as your parents) to access the Service to authorize a one-time ACH debit from the checking or savings account of you or that third party to pay your tuition and fees.

3. Erroneous Instructions. We will use all reasonable efforts to process your payments properly. However, if we receive a payment instruction authorized by you (or by an authorized user) and the instruction is erroneous in any way, we shall have no obligation or liability for the error.

4. Transaction Limitations. Please be aware that certain types of bank accounts have limits on the numbers of transfers or withdrawals that may be made per month. For instance, only six transfers and/or withdrawals per month may be made from a savings or money market deposit account by preauthorized or automatic transfer. Your bank or other financial institution may refuse transfers which would exceed such limits, so we recommend you check with your bank or other financial institution to determine what limitations are imposed on withdrawals from any account. Also, the Service is only available to payers using U.S. bank accounts and will not be able to process requests to international bank accounts. If we are not able to debit the amount required to cover an authorized payment from your account, we 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.

5. Cutoff Hours. If we receive payment authorizations from you on or before 4:00 p.m. Eastern Standard Time on a business day, we will attempt to debit the funds from your account(s) on that business day. Otherwise, the funds will be debited from your account(s) on the next business day. Once the ACH authorization is given, we cannot stop the debit from your account.

6. Business Days. Our business days and hours are Monday through Friday, 8:30 am to 5:30 pm EST, excluding University holidays.

7. Fees. The University will not charge any fees for the use of the Service. However, if there are insufficient funds in your bank account at the time the Service is used, you will be charged a fee of \$35.00 by the University. If the ACH transfer is rejected twice due to insufficient funds in the bank account, you will no longer be eligible to use the Service. The financial institution that holds your bank account may impose separate fees in connection with your use of the Service or otherwise. Fees imposed by your financial institution or by any other person not directly a part of the ACH transfer will not be reflected on the receipt generated by the Service.

8. Electronic 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.

9. Confidentiality. We will never sell any personally identifiable information to a third party for marketing purposes without your consent. We will only disclose information to third parties about your account or the transfers or payments you make:

- (a) where it is necessary for completing transfers or payments,
- (b) if lawfully required or
- (c) if you request or authorize it.

10. Your Liability. You agree to regularly and promptly review and verify all transactions either on our Internet page or through the monthly statements received from your bank holding the account(s) used in the ACH debit transaction. Tell us AT ONCE if you believe that the codes provided to access the service has been stolen or used by an unauthorized person. Telephoning is your best way of keeping your possible losses down. If you tell us within four (4) business days, you can lose no more than \$50 if someone accesses the Service without your authorization. If you do not tell us within four (4) business days after you learn of such unauthorized use, and we can prove that we could have prevented the unauthorized use if you had told us, you could lose as much as \$500.00. If your bank statement shows transactions by us that you did not authorize, tell us at once. If you do not tell us within 90 days after the statement was mailed to you, you may not get back any money you lost after the 90 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason

(such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. You also should contact your bank.

11. 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, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for example, when:

- a. 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.
- b. The web site or other systems are not working properly.
- c. Circumstances beyond our control (such as fire, flood, computer breakdown or problems with a telephone line) prevent or impede the transaction, despite reasonable precautions we have taken.
- d. 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).
- e. The information you or your payees have supplied to us is incorrect, incomplete or not timely.
- f. There may be other exceptions as well.

12. In Case of Errors or Questions About Transfers From Your Account. ALL QUESTIONS ABOUT TRANSACTIONS UNDERTAKING USING THE SERVICE MUST BE MADE DIRECTLY TO THE UNIVERSITY AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE THE ACCOUNT MAY BE LOCATED. We are responsible for the Service and for resolving any errors in transactions made using the Service. There are two ways to contact us if you believe there has been an error or unauthorized transaction, telephone Student Account Services at (202) 994-7350, or write The George Washington University, Student Accounts Services, 800st 21st Street, NW, Ground Floor, Washington, DC 20052, as soon as you can. SAVE THE RECEIPT THAT IS GENERATED WHEN YOU USE THE SERVICE AND CHECK IT AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about a transaction initiated using our Service, call or write us at the number and address listed above.

We must hear from you as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, but no later than 90 days after the FIRST bank statement on which the problem or error appears. When contacting us, you must:

- (a) tell us your name and account number (if any)

- (b) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (c) tell us the dollar amount of the suspected error.

If you initially provide information to us orally via the telephone, we may require that you send your complaint or question in writing within 10 business days to fully preserve your rights. Please submit your complaint or question in writing as directed by the Student Accounts Representative and mail it to: The George Washington University, Student Accounts, Colonial Central, 800 21st Street, NW, Ground Floor, Washington, DC 20052.

We will advise you of the results of our investigation within 10 business days after we hear from you and if we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. You do not have to pay any questioned amount while we are investigating, **but you are still obligated to pay the parts of your bill that are not in question.** At the end of our investigation, we will advise you of the results within three (3) business days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit, any fees, and/or interest provisionally credited in relation to the alleged error. The University may provide copies of the documents that we used in our investigation upon request.

13. Change In Terms. It is possible that our terms and conditions may change over time. We will post any changes on the online bill payment web site and will send you any legally required notice. Prior notice may not be given, however, where an immediate change is necessary for security purposes.

14. 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.

15. No Waiver; Severability. If we fail to enforce any of our rights under this terms and conditions, our internal Policies or applicable laws, 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.

By accessing and using this site, you agree to the terms and conditions of these Terms and Conditions without limitation or qualification.