These Terms and Conditions are designed to provide you with information related to the George Washington University ("GW" or the “University”) Student Account eBill Solution (the “Solution”) and outline important conditions which apply to your using the Solution. The Solution is provided by GW and its associated third party vendor. When you or any Authorized User (as defined below) initiate a payment with the Solution, you and such Authorized User agree to these Terms and Conditions without limitation or qualification.

Please read these Terms and Conditions carefully and in their entirety.

1. Services Offered. The Solution allows you to authorize GW and its associated third party vendor to initiate either a one-time Automated Clearing House (ACH) debit transaction from a designated checking or savings account (“Payment Account”) or a one-time credit card payment to pay tuition, fees and other charges on your Student Account. The Solution will accept domestic and international Visa, MasterCard, American Express and Discover credit cards.

The Solution is only accessible using your GWid and Personal Identification Number or PIN (the “Codes”). You agree not to provide your Codes to persons who are not Authorized Users.

2. Authorized Users. You may authorize one or more third parties (such as your parents) to access the Solution to pay the charges on your Student Account (each person, an “Authorized User”). To establish a third party as an Authorized User please see the tutorial, Setting Up an Authorized User (PDF).

3. Transaction Limitations.

International Bank Accounts: Payment by a one-time ACH debit transaction is only available to payers using U.S. checking or savings accounts payable in U.S. dollars. The Solution will not be able to process requests from international bank accounts.

The Solution will allow payment from domestic and international Visa, MasterCard, American Express and Discover credit cards.

Please see the Student Accounts Office ("SAO") website for international payment instructions.

Transaction Limits: Certain types of checking or savings accounts have limits on the numbers of transfers or withdrawals that may be made per month. Your bank or other financial institution may refuse transfers or withdrawals that would exceed such limits. GW recommends that you or your Authorized User check with the
financial institution holding the Payment Account to determine what limitations are imposed on transfers or withdrawals from the Payment Account prior to authorizing a debit transaction.

4. Posting of Payments. Payments made through the Solution are posted to your Student Account immediately upon your or an Authorized User’s payment authorization. Once you or an Authorized User submit a debit transaction authorization or a credit card payment authorization, GW cannot stop the debit from the Payment Account or the charge to the credit card.

5. Unable to Debit Account. If the University is not able to debit the amount of the authorized debit transaction from the Payment Account or complete the charge to the designated credit card, the amount posted to your Student Account will be reversed. GW will not be liable for any costs, damages or losses caused by any such reversal, including but not limited to any insufficient fund fees charged by the financial institution holding the Payment Account. GW has no obligation to try to debit a Payment Account for a specific debit transaction or submit a credit cards charge more than once.

6. Cutoff Hours. If GW receives a debit transaction or credit card payment authorization on or before 8:00 p.m. Eastern Time on a business day, GW will attempt to debit the funds from the Payment Account or charge the credit card on the same business day. Otherwise, GW will attempt to debit the funds from the Payment Account or charge the credit card on the next business day. Business days are Monday through Friday excluding University holidays.

7. Fees.

ACH Debit Transaction Fees: The University does not charge any fees for using the Solution to make a payment to your Student Account using a one-time ACH debit transaction. However, if there are insufficient funds in the Payment Account and the University is not able to debit the amount of the authorized payment or the ACH information is not accurate, you will be charged a returned ACH fee of $35.00 by the University. If the ACH debit is rejected twice due to insufficient funds in the Payment Account, you will no longer be eligible to use the Solution to make payments to your Student Account.

Your financial institution that holds the Payment Account may impose separate fees in connection with the use of the Solution, including for debit authorizations, insufficient funds, or otherwise. Contact your financial institution for additional information.

Vendor Credit Card Surcharge: Credit card payments are processed by Heartland Payment Services (HPS), a third-party vendor. HPS assesses the cardholder a payment service fee of 2.75% of the transaction amount ($3.00 minimum) on each credit card transaction. The HPS payment service fee will appear as a separate transaction on the cardholder’s monthly credit card statement. The university does not receive any portion of the HPS payment service fee.
8. Electronic Disclosures. The University is required to provide you with certain disclosures and notices which are mandated by various laws and regulations. You agree to receive all such disclosures electronically, which in most cases will be done at the SAO web site.

9. Confidentiality. GW will never sell any personally identifiable information to a third party for marketing purposes without your consent. The University will only disclose information to third parties about payments made to your Student Account:
   (a) where disclosure is necessary for completing transfers or payments,
   (b) if disclosure is required by law, or
   (c) if you request or authorize disclosure.

10. Unauthorized Access. You agree to regularly and promptly review and verify all transactions in your Student Account and all transactions made using the Solution. Please contact the University AT ONCE if you believe that your Codes have been stolen or used by an unauthorized person or if there are transactions that you do not recognize on your Student Account.

11. Questions About Payments to Your Student Account. All questions about payments to or suspected errors in your Student Account should be made directly to the SAO. There are four ways to contact the SAO:

   Via telephone, at: (202) 994-7350

   Via email at: SAO@gwu.edu

   In writing at:
   Student Accounts Office
   Finance Division
   45155 Research Place
   Ashburn, VA 20147

   In person at:
   Colonial Central
   Cloyd Heck Marvin Center
   Ground Floor
   800 21st Street NW
   Washington, DC 20052

When contacting the Student Accounts Office, you must provide:
   (a) your name and GWID number;
   (b) a description of the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
   (c) the dollar amount of the suspected error or the payment you are inquiring about.
The SAO business hours are Monday through Thursday, 8:30 am to 5:00 pm EST, and Friday 9:00 am to 4:45 pm, except for University holidays.

If you contact the SAO via email or in writing, the University will acknowledge your inquiry within seven (7) days. Within ninety (90) days of your inquiry, the University will either correct the transaction or explain why it believes your Student Account is correct.

After GW receives your inquiry, it will not try to collect any disputed amount. However, the University will continue to issue monthly statements to you that will include the disputed amount, including interest charges. You do not have to pay any disputed amount while the University is investigating, but you are still obligated to pay the amounts due on your Student Account that are not being disputed.

If GW finds that it has made a mistake related to your Student Account, you will not be obligated to pay any interest charges related to any disputed amount. However, if GW determines that the Student Account is correct, you may have to pay interest charges, and you will have to make up any missed payments on the questioned amount. In either case, GW will send you a statement of the amount you owe and the date that it is due.

12. Change In Terms. If the University makes any changes to these terms and conditions, it will promptly post notification of such changes on the SAO web site.

14. Limitations. You agree that GW, its trustees, officers, employees, and any party involved in creating or delivering the Solution are not liable for any direct, indirect, incidental, consequential, or punitive costs, damages, or losses (“Losses”) incurred by you, any Authorized User, or any other third party in connection with your or your Authorized User’s access to or use of the Solution, including but not limited to Losses incurred by the following:
   a. the Payment Account does not contain sufficient available funds for the University to debit the Payment Account in the amount of the authorized payment;
   b. the Solution web site or other required systems are not available;
   c. circumstances beyond the control of the University (such as fire, flood, computer breakdown or problems with a telephone line or internet connection) prevent or impede the transaction; or
   e. the information you or your Authorized User has supplied to the University, including Payment Account or credit card information, is incorrect, incomplete, or not timely.

15. No Waiver; Severability. If GW fails to enforce any of its rights under these Terms and Conditions, its internal policies, or applicable laws, it shall not be deemed to have waived any such right. If any provision of these Terms and Conditions is found by a court to be invalid, then the remaining Terms and Conditions shall remain in full force and effect.