

Progress Tracker

|                     |            |              |                 |                  |                    |           |
|---------------------|------------|--------------|-----------------|------------------|--------------------|-----------|
| Contact Information | Amount Due | Plan Options | Payment Details | Payment Schedule | Review & Authorize | Thank You |
|---------------------|------------|--------------|-----------------|------------------|--------------------|-----------|

Thank You

Thank you for completing a payment plan for Western Governors University. Please print a copy for your records.

Did you know that you can receive text alerts on your mobile phone? [Learn More.](#)

An authorized party can make payments on your behalf. [Want to designate another payer?](#)

**Amount Paid Today**

**\$55.00**

Discover - 6907

**Agreement Number**

**123 460 545**

**Remaining Amount**

**\$2,678.00**

Discover - 6907

☒ I have read and accept the terms and conditions of this payment plan (Signed on 29 Mar 2023)

**Done**   **Print**

Contact Information

|              |  |  |
|--------------|--|--|
| Name/Address | Janio Alvarado Avila<br>2 Fordham Hill Oval<br>15C<br>Bronx, NY 10468<br>United States | <p>All correspondence will be sent via e-mail</p> <p><input checked="" type="checkbox"/> Please send me e-mail payment reminders</p> |
| Phone        | (347)697-5128  |  |
| E-mail       | jalv400@wgu.edu<br>janio@outlook.com   |  |

Balance Summary

|                         |                   |
|-------------------------|-------------------|
| <b>Name</b>             |                   |
| Janio Alvarado Avila    |                   |
| <b>Total Amount Due</b> | <b>\$2,678.00</b> |

Payment Details

|                                  |                          |                |
|----------------------------------|--------------------------|----------------|
| <b>Future Payments Scheduled</b> | Discover - 6907          |                |
| <b>Amount Paid Today</b>         | Discover - 6907          |                |
| <b>Date</b>                      | <b>Description</b>       | <b>Amount</b>  |
| March 29, 2023                   | Enrollment Fee           | 55.00          |
|                                  | <b>Amount Paid Today</b> | <b>\$55.00</b> |

Future Payment Schedule

| Payment Date            | Description            | Amount          |
|-------------------------|------------------------|-----------------|
| Monday, April 17, 2023  | Payment<br>Service Fee | 669.50<br>19.08 |
| Monday, May 15, 2023    | Payment<br>Service Fee | 669.50<br>19.08 |
| Thursday, June 15, 2023 | Payment<br>Service Fee | 669.50<br>19.08 |
| Monday, July 17, 2023   | Payment<br>Service Fee | 669.50<br>19.08 |

A 2.85% Nelnet service fee will be assessed for payments made with a credit card. The service fee is non-refundable. Should a payment amount or method change, the service fee will change accordingly. Rates are subject to change.

Card transactions for Western Governors University are processed by Nelnet Campus Commerce, USA.

## Terms & Conditions

Western Governors University

Payment Plan Terms and Conditions

The following disclosures are made to you pursuant to the Truth in Lending Act.

Western Governors University ("WGU") has contracted with Nelnet Campus Commerce ("Nelnet"), Lincoln, Nebraska to process payments for tuition and/or fees under this payment plan (the "Plan"). **You are the Plan Owner. You accept and agree to be bound by this Agreement's terms and conditions until the total amount owed is paid in full.**

**1. AUTHORIZATION:** You authorize Nelnet to process payments from the account provided or any subsequent account and acknowledge the account provided belongs to you. Your authorization will terminate when the total balance due has been paid (including fees, unless waived).

Students may be restricted from enrolling in a Plan based on their prior payment history or if they are under active bankruptcy protection.

**2. PAYMENTS AND ENROLLMENT FEE:** A **non-refundable** enrollment fee of \$55.00 will be automatically processed from the account provided when you enroll in the Plan. Fees are subject to change. If the payment fails, Nelnet or WGU will notify you that your agreement has been terminated and you will be required to either pay your balance in full or re-enroll in a new Plan and pay another Enrollment Fee.

The Plan is an installment payment plan. There is no prepayment penalty; you may pay your student account in full at any time.

RETURNED PAYMENT FEE: There is no return payment fee.

**PAYMENT DATES:** If the payment date falls on a weekend or banking holiday observed by the Federal Reserve, the payment will be attempted on the following business day. Although Nelnet specifies the date each payment will occur, your financial institution determines the time of day the payment is debited to the account.

**3. DEFAULT:** Your failure to make on-time installment payments does not constitute an official withdrawal from WGU for purposes of refunds or return of Title IV funding. If you fail to make your installment payment your Plan will be terminated, and all unpaid amounts will become immediately due.

In the event of nonpayment, WGU may refer your account to an external collection agency and take necessary legal action to collect any amounts due. You hereby authorize WGU to release information about your account to those involved in any collection efforts. You agree to pay all of WGU's collection costs which include but are not limited to reasonable legal fees. You will also be ineligible to enroll in future payment plans.

Until the Plan is paid in full and as permitted under applicable law, official transcripts and diplomas will not be released.

All outstanding Plan balances may be considered qualified educational loans under I.R.C § 221 and are extended with the express understanding that future repayment shall be made to WGU. Your acceptance of these terms represents your acknowledgement and acceptance that the Plan balance may qualify as a qualified education loan under I.R.C. § 221, and as such, may be exempt from discharge under federal bankruptcy code 11 U.S.C. § 523(a)(8). If WGU or Nelnet fails to enforce any terms and conditions stated herein, it shall not constitute a waiver of the underlying obligations agreed to by the student.

### 4. CHANGES TO AGREEMENT:

A. You may make changes to the information provided in this Agreement by contacting WGU. The timely application of changes depends on when they are received by Nelnet. Nelnet will use commercially reasonable standards in attempting to reflect the modified changes, but may not be able to apply such changes prior to the next scheduled payment date.

In the event you authorize additional services from WGU, or in the event additional fees are assessed by WGU in accordance with its policies and as a result of changes authorized by you, you understand that the total balance due and/or payment amount will change. You agree that your authorization of any such change shall constitute your authorization to change the payment amount, and/or to continue payments until the total balance due is paid in full. **If you, as the Plan Owner, are not the recipient of services, you authorize the recipient of services to make changes to his or her schedule or activities and agree to be bound by any such changes.** You do not require Nelnet or WGU to send advance notice of adjustments resulting from such changed authorization, which includes any reduction in the balance due and/or payment as a result of financial aid, or any other similar cause.

B. If there will be any change in the preauthorized payment amount other than a changed authorization, as described above, WGU and or Nelnet will give you notice of such changed payment amount at least ten (10) days in advance of the next scheduled payment.

C. You may revoke your authorization by calling WGU Student Financial Services Office. Please note that terminating your Agreement in no way affects your obligation to pay WGU. WGU may demand immediate payment of all outstanding balances.

**5. CUSTODIAL ACCOUNT:** Nelnet does not guarantee payments it does not collect from you. Collected funds shall be held by Nelnet as your agent until remitted to WGU. Depending upon WGU's policy, payments returned by your financial institution may be rescheduled. Refunds of any money paid to Nelnet, except for any applicable Nelnet fees, will be handled by WGU according to its refund policy. Interest earned on custodial funds, if any, is paid to WGU.

**6. CONFIRMATION:** Any and all inconsistencies in the information provided will be resolved in the confirmation notification sent to you from Nelnet. Changes made by WGU that are received by Nelnet before the notification is sent may also be included. In either event, the confirmation

notification shall be controlling. A portion of your enrollment fee or late fee, if applicable, may be retained by or used to support WGU's administering your payment plan.

**7. DISCOVERY OF SUSPECTED ERRORS:** If you discover what you believe to be an error made by Nelnet, you must report the suspected error to WGU immediately. WGU must hear from you no later than sixty (60) days after the suspected error occurred. This obligates you to timely review of your bank statements and a timely response to company letters, emails or phone calls. It is your responsibility to report suspected errors as soon as possible.

**8. GOVERNING LAW:** You acknowledge that the origination of Automated Clearing House ("ACH") transactions to your account must comply with the provisions of U.S. law. This Agreement shall be governed by the laws of the State of Utah. This agreement should in no way be construed to be a lender-borrower agreement between Nelnet and WGU or Nelnet and you.

**9. ARBITRATION:** Any controversy or claim between the parties to this Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort (which includes claims of fraud and fraud in the inducement), shall be settled by binding arbitration administered by and under the rules of Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"), as modified by this agreement, and will be administered by the AAA. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither party shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as representative or member of a class or as part of a class action, or to act in any arbitration in the interest of the general public or in any private attorney general capacity. A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitrations shall constitute the institution of legal or equitable proceedings based on the claim. All proceedings in arbitrations shall be administered in the defending party's primary office or place of residence or domicile. This provision shall survive termination of the Agreement.

**10. PRIVACY AND SECURITY:** Data collected and stored by Nelnet pursuant to this Agreement is governed by WGU's privacy policy. This data will not be used by Nelnet in any manner not approved by WGU unless required by law (for example, a court order or subpoena). Access to the data shall be restricted to authorized associates and shall be used only for the purposes of providing service to you or WGU. Nelnet maintains physical, procedural, and electronic safeguards to protect data from being accessed by unauthorized third parties. Nelnet privacy policy will govern use of your information only in the event that you request additional services directly from Nelnet or its affiliates.

**11. SPECIAL NOTICE REGARDING FINANCIAL AID:** Please do not assume your balance will automatically be adjusted if you receive financial aid or if a class or service is added or dropped. You should review your Agreement balance online or contact WGU.

**12. PAYMENT PLAN DISCLOSURE:** To participate in a payment plan and divide your balance into multiple payments, you will pay an enrollment fee of \$55.00. This is not a finance charge, but it is a cost to you. For example, if your balance is \$871.00, you will pay a total of \$926.00 (your balance plus the enrollment fee).

WGU may not consider payment plans to be extensions of credit. However, if your plan were determined to be an extension of credit governed by the Truth in Lending Act, then Annual Percentage Rate calculation would look like this:

**PAYMENT PLAN DISCLOSURE:**

To participate in a payment plan and divide your balance into multiple payments, you will pay an enrollment fee of \$55.00. This is not a finance charge, but it is a cost to you. Your balance is \$2,678.00, so you will pay a total of \$2,733.00 (your balance plus the enrollment fee).

Your Institution may not consider payment plans to be extensions of credit. However, if your plan were determined to be an extension of credit governed by the Truth in Lending Act, the Annual Percentage Rate calculation would look like this:

| Western Governors University              |  | Janio Alvarado Avila<br>2 Fordham Hill Oval<br>Bronx, NY 10468 |  |
|---|--|--|--|
| ANNUAL PERCENTAGE RATE                    | FINANCE CHARGE                               | AMOUNT FINANCED  | TOTAL OF PAYMENTS  |
| The cost of your credit as a yearly rate. | The dollar amount your credit will cost you. | The amount of credit provided to you or on your behalf.        | The amount you will have paid after you have made all payments as scheduled. |
| 0.00%                                     | \$0.00                                       | \$2,678.00   | \$2,678.00   |

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|-----------------------|
| 1                  | \$669.50           | April 17, 2023        |
| 1                  | \$669.50           | May 15, 2023          |
| 1                  | \$669.50           | June 15, 2023         |
| 1                  | \$669.50           | July 17, 2023         |

**Late Charge:** None

**Prepayment:** If you pay off early, you will not have a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of the Amount Financed of \$2,678.00

\$2,678.00 Amount paid on your account

\$0.00 Prepaid finance charge

Done

Send E-mail Confirmation

Print