

Santa Clara University Online Agreements
Terms and Conditions
Financial, Access Credential, Athletics & Facilities and Health Insurance

Online Agreements

The following Annual Online Agreement (the “Agreement”) consists of:

- 1) Financial Terms and Conditions Agreement
- 2) ACCESS Credential Agreement
- 3) Release of Liability and Assumption of Risk for Use of Santa Clara Athletics & Campus Recreation Facilities and Programs Agreement
- 4) Mandatory Health Insurance Requirements Agreement

Through my e-signature at the end of the Agreement, I am agreeing to be bound by the terms of the Agreement in its entirety.

Furthermore, I understand and agree that this Agreement and any claims arising out of, or relating to, this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly agree that any action at law or in equity arising out of, or relating to, this Agreement shall be filed only in the state or federal courts located in the County of Santa Clara, California and the parties hereby consent, submit, and waive any objection to the personal jurisdiction or venue of those courts for the purposes of litigating any legal action.

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Financial Terms and Conditions

ENROLLMENT/PROMISE TO PAY

I accept full responsibility to pay all tuition, room and board, fees, and other associated costs as a result of enrollment at Santa Clara University. I also agree to be held responsible for any debt owed to the University for payments not received, denied or returned by, including but not limited to, the California Student Aid Commission, student loan lenders, agencies of the United States government, agencies of foreign governments, private scholarship organizations, grant donors or sponsors. I further understand that my failure to attend or drop a class, for which I am enrolled, does not absolve me of my financial responsibility as described above.

Undergraduate Student: The tuition status of an undergraduate student is determined at the end of the late registration period. No adjustment will be made to tuition charges for enrollment changes after the end of the late registration period, unless the student completely withdraws from the University.

Graduate Student: The tuition status of a graduate student is determined by the date the course is dropped or the date in which the student completely withdraws from the University. Certain graduate programs do not follow the Bursar's refund policy. Refer to your program's academic calendar or contact your school's Record Office for additional information.

I have reviewed the published tuition refund schedule at www.scu.edu/bursar/refund and understand that if I drop or withdraw from some or all of the classes for which I enroll, I will be responsible for paying all or a portion of tuition and fees in accordance with the University's tuition refund schedule and/or my program's tuition refund schedule. I further understand that the effective date used to determine any refund of tuition is the date on which notification of withdrawal is received by the Office of the Registrar or the respective Graduate Records Office of enrollment, not the last date of attendance by the student. Neither dropping all courses via the Workday student system, nor informing an individual faculty member, an academic department, or the Dean's Office constitutes an official withdrawal from the University.

I understand that Santa Clara University reserves the right to change tuition, room and board, fees, or other costs, to modify its services, or change its programs at any time. In addition, I understand that no refunds of tuition, room and board, fees or other costs will be made because of curtailed services resulting from strikes, acts of God, civil insurrection, riots or threats thereof, changed economic conditions, national emergency, or other causes beyond the control of Santa Clara University.

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TUITION INSURANCE PROTECTION

I understand that I may protect myself against financial loss due to an unexpected withdrawal from the University, for diagnosed medical or mental health reasons, by purchasing tuition insurance coverage. Santa Clara has partnered with A.W.G. Dewar, Inc., to offer a tuition insurance plan that is designed to protect myself or family from loss of funds paid for tuition should it be necessary to completely withdraw from the University for diagnosed medical or mental health reasons. All full-time undergraduate students will be automatically enrolled in the Tuition Insurance Refund Plan (The Plan). Undergraduate students who do not wish to participate in The Plan can opt out by waiving coverage by the waiver deadline. Enrollment in The Plan is optional but highly encouraged for Graduate and Law students. I am aware that I can obtain information about The Plan or waive coverage on an annual or term basis at: <https://www.tuitionprotection.com/scu>.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the financial institution for any reason, I agree to repay the original amount of the payment plus any additional fees that may be associated with a returned payment. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan agreement may result in cancellation of my classes and/or suspension of my eligibility to enroll for future classes. I further understand that I may be required to remit payment in advance of my registration, for three or more consecutive terms with guaranteed funds, due to returned payments and/or multiple late payments on my account.

LATE PAYMENT/DELINQUENT ACCOUNT

I understand and agree that if I fail to pay my student account balance by the scheduled due date, Santa Clara will assess a late payment fee each month the account remains unpaid and place a hold on my record. This hold may prevent me from receiving institutional services, including, but not limited to, enrollment, housing, and the issuance of my diploma and other certifications. I also understand that the University reserves the right to cancel my registration if a balance due from a previous term remains unpaid at the start of a subsequent term. I understand and accept that if I fail to pay my student account and/or fail to make acceptable payment arrangements to bring my account current, Santa Clara may refer my delinquent account to a collection agency. My account will incur additional finance charges at the rate of 10 percent per annum, as allowed by California State Law. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 40 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account.

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I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I authorize Santa Clara University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University.

COMMUNICATION/PERSONAL PORTFOLIO

I understand that Santa Clara University uses SCU Gmail as its official method of communication with me and I am responsible for reading such emails from the University on a timely basis. I agree that I am responsible for maintaining my current physical address, email, and phone number information by updating my personal portfolio regularly in the University's records database at Workday @ SCU.

I understand and agree that my enrollment and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code 11 U.S.C. §523(a)(8)) in which Santa Clara is providing me educational services.

I have read the above Financial Terms and Conditions and I agree to assume all financial responsibility associated with my enrollment at Santa Clara University.

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ACCESS Credential Agreement

CREDENTIAL USE

The ACCESS credential is your multi-purpose campus ID which must be presented to obtain services, enter campus facilities, and make purchases. Your credential and related accounts are non-transferable. Except as provided below, you are responsible for any and all usage of your credential. Your credential will be confiscated if presented by someone else for any use.

LOST CREDENTIALS AND REPLACEMENT FEES

You should immediately suspend your lost or stolen ACCESS credential. You may report the loss 24 hours a day, 7 days a week by contacting Campus Safety Services at (408) 554-4441, or the ACCESS Office at (408) 551-1647 during office hours. You are responsible for all use of your credential prior to requesting the suspension. If the suspension is requested within 48 hours of the loss, your liability will not exceed \$50 of unauthorized charges. If the request to suspend the credential is made within 60 days of the loss, your liability will not exceed \$500 in unauthorized charges. If the suspension request is made after 60 days of the loss, your liability for unauthorized charges may be limited only to funds available in your account. There is no charge to suspend your credential or to remove the suspension. A \$20 fee is charged to replace a lost or stolen credential. A \$20 fee is charged to change credential formats. Damaged or defaced ACCESS credentials must be replaced and the fee is \$20.

ACCESS CREDENTIAL FLEX ACCOUNTS

By opening an ACCESS Flex Account, you agree to be legally bound by all terms and conditions set forth herein. SCU agrees to accept and maintain deposits in a Flex Account for your benefit and exclusively for the purpose described herein. These deposits shall be applied against amounts debited to your account for goods and services purchased by you at point-of-sale devices accepting payment through the use of the credential. You understand that a Flex Account is not a credit account. Account charges may not reduce the balance below zero. You may not obtain cash or cash advances from a Flex Account. Statements of account activity are available [here](#) or by written request to access@scu.edu.

ACCESS CREDENTIAL DINING PLANS

Resident Dining and Dining Plus Plans are declining balance tax-exempt board plans available for purchase by enrolled students. Plan balances represent pre-paid dining points for use as a tender to purchase food anytime at any SCU dining venue. Unspent points are not refundable or transferable and restrictions apply. Statements of plan activity are available [here](#).

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ERROR RESOLUTION

If you notice an error on an ACCESS receipt or statement, contact the ACCESS Credential Office no later than 60 days after the error appears. If you report the error orally, a written confirmation may be required within 10 days. The investigation results will be available within 10 days of notification; however, if more time is needed, the investigation may take up to 45 days. If no error is found, a written explanation will be provided within 3 business days after the close of the investigation. Copies of the documents used in the investigation may be requested.

CLOSING ACCOUNTS, REFUNDS, RETURNS, AND INACTIVE ACCOUNTS ACCESS

Resident Dining meal plans are nonrefundable and expire at the end of each academic term, the housing contract date, or withdrawal from Santa Clara University. Please consult your Housing contract for details. ACCESS Dining Plus plans are nonrefundable and expire at graduation or withdrawal from the University. A refund of an outstanding ACCESS Flex Account balance may be requested upon separation from Santa Clara University for a \$25 processing fee. An ACCESS Flex Account left inactive in excess of 24 months will be closed with any remaining balance transferred to Santa Clara University to begin the escheatment process prior to turning the funds over to the state of California Controller's Office. Any returned purchase originally made on an ACCESS account must be credited back to that account. There are no cash refunds or withdrawals from any active ACCESS credential account at any time. Faculty/staff members will receive a refund of the ACCESS Flex account, less a \$25 processing fee, upon termination of employment.

RETURNED CHECKS

A \$25 fee is charged for a returned check. The ACCESS Office reserves the right to withhold the amount of the returned check until proper payment has been made. If available funds on the credential holder's ACCESS accounts are less than the amount of the returned check, the ACCESS Credential Office may charge the credential holder's Bursar account or suspend the affected credential until the amount of the check and the \$25 fee is received.

SCU ACCESS eACCOUNTS APP PRIVACY POLICY

Santa Clara University endeavors to provide its campus community with convenient and secure ways to navigate campus services. SCU ACCESS's eAccounts app is an effective tool that provides users the ability to access campus facilities, and to pay for meals and other services directly from their phone.

Santa Clara University is committed to respecting its campus community's privacy and takes seriously its responsibility to appropriately manage and safeguard the personal information of eAccounts app users. This privacy policy describes the practices employed for the eAccounts app and details what information the eAccounts app collects about users, how information is used, with whom it is shared and how SCU ACCESS protects it.

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WHAT INFORMATION IS COLLECTED ABOUT YOU

The eAccounts app collects your IP address, the dates and time you access the application, and your access and payment usage history while using the application. The eAccounts app also collects information needed to process any payments made to add funds to your SCU ACCESS credential stored value account balances, including name, address, email, phone, location and ACCESS credential data which has been tokenized (identifiable data elements have been replaced with non-identifiable equivalents). Location information may be used to tailor the list of nearby services that accept the SCU ACCESS credential payments.

Note the eAccounts app is intended for use by individuals 16 and older. SCU ACCESS, through the eAccounts app, does not knowingly collect personal information from children under the age of 16.

Any other information we collect, including cookies, is used to improve and to enhance both the user experience and the eAccounts app itself.

HOW YOUR INFORMATION IS USED

The eAccounts app uses technology from Apple, Android and Transact to provision an SCU ACCESS credential onto your phone. The credential is stored in your Apple Wallet or Google Pay and is communicated to the SCU ACCESS system for managing your access to Santa Clara University buildings, and for payments and services provided by the ACCESS credential, such as meal plans and Flex purchases.

Your SCU ACCESS credential is the property of Santa Clara University and may be revoked at any time. Your SCU ACCESS credential should be carried at all times and presented upon request to any University official. The SCU ACCESS credential and any other valid SCU

ACCESS credentials are non-transferable. The transfer of a mobile credential, physical credential, or other SCU ACCESS device to another person, or the possession of another person's mobile credential, physical credential or SCU ACCESS device may result in confiscation of the credential or device and referral to the appropriate University official for disciplinary action.

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WHO HAS ACCESS TO YOUR INFORMATION

Only SCU ACCESS system administrators and developers have access to the logs containing your personal information; Santa Clara University management has access to aggregated information. Aggregated information is also provided to Transact, Apple and to Android for the purposes of evaluating the program and understanding usage patterns on campus. This aggregated information does not contain, nor does it link to, personal information that could be used to identify a specific individual.

If you have questions about your SCU ACCESS credential, you can call the ACCESS office at (408) 551-1647, email access@scu.edu, or visit scu.edu/access/.

HOW YOUR INFORMATION IS SECURED

Information transmitted between the eAccounts app and sites and services provided by the eAccounts app are sent securely through an encrypted SSL/TLS channel. Information collected for improvements and enhancements is stored on secure servers at Santa Clara University.

I understand and accept the ACCESS Credential Terms and Conditions as stated above.

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**RELEASE OF LIABILITY AND ASSUMPTION OF RISKS FOR USE OF
SANTA CLARA UNIVERSITY ATHLETICS & CAMPUS RECREATION
FACILITIES AND PROGRAMS**

In consideration for being permitted to utilize the fields, facilities, equipment, campus recreation programs and special events, which include but are not limited to aquatics, open recreations, intramural sports, club sports, fitness classes and summer camp (hereinafter 'Facilities and Programs') of Santa Clara University (hereinafter 'SCU'), I hereby agree for myself, my heirs and my assignees as follows:

I acknowledge and understand that participation in Facilities and Programs entails risks to my person and property that no amount of care, caution, instruction or expertise can eliminate, and that I am participating with full knowledge of said risks. Occasionally, these risks include fatal or serious personal injuries, loss of property, property damage or severe social and economic loss as a consequence of not only my own actions, inaction or negligence, but the actions, inaction and negligence of others, weather conditions, and conditions of the premises or equipment used. To the extent that I may use equipment belonging to SCU or others, I agree to inspect such equipment and personally determine that it is safe and suitable for the Facilities and Programs and to decline to use the equipment if I determine that it is not safe or suitable for such use. I recognize that access to facilities and programs may be limited due to measures imposed by authorities or deliberately and reasonably implemented by SCU to avoid exposure to disease if SCU reasonably believes there is a risk. Additionally, I recognize that there may be other risks not known to me or not reasonably foreseeable at this time.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSSES SUSTAINED WHILE UTILIZING THE FACILITIES AND PROGRAMS.

I hereby forever RELEASE, WAIVE AND DISCHARGE SCU, its officers, trustees, agents, employees, student employees and volunteers from any and all liabilities, claims, damages, demands or causes of action for fatal or serious personal injuries, loss of property, property damage or severe social and economic loss arising out of my use of and participation in Facilities and Programs.

I grant SCU permission to copyright, use, reuse, publish, and republish any photograph/video taken of me during use of and participation in Facilities and Programs for any purposes of advertising, publicity, promotion, or education, without restrictions or limitations. I waive the right to approve photos or usage.

I hereby certify that I do not suffer from any physical infirmity or chronic illness which would affect my ability to safely engage in the use of and participation in Facilities and Programs. I also understand that SCU does not provide health or accident insurance coverage for use of

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and participation in Facilities and Programs. I will be financially responsible for any medical attention needed as a result of use and participation in Facilities and Programs.

I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the State of California. I further agree that if a court should decide that any clause in this contract is invalid, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

I agree to abide by all facility policies and procedures which can be found at www.scu.edu/recreation.

I acknowledge that I have read and agree to be bound by the terms of the Release of Liability and Assumption of Risk for Use of Santa Clara Athletics & Campus Recreation Facilities and Programs Agreement.

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Mandatory Health Insurance Requirements

Santa Clara University requires all degree seeking students, enrolled at least half-time in their school or college, to have health insurance (excluding certificate and online programs). This requirement helps to protect against unexpected high medical costs and provides access to quality health care.

Students may purchase the university sponsored Student Health Insurance Plan, but are not required to if they can provide proof of other U.S. insurance coverage comparable to the Student Health Insurance Plan as outlined in the benefit requirements. The waiver and benefit requirements are outlined below as well as on the Cowell Center Health Insurance web page. Students with comparable health insurance must complete the Online Waiver Form with their own insurance information prior to the waiver deadline date. To access the waiver deadline date, Online Waiver Form, and insurance plan information go to www.scu.edu/cowell/insurance.

All students eligible to complete the waiver form will be subject to the process below:

- STUDENTS WHO DO NOT HAVE AN APPROVED ONLINE WAIVER FORM PRIOR TO THE ESTABLISHED WAIVER DEADLINE DATE WILL BE CHARGED THE APPROPRIATE HEALTH INSURANCE PREMIUM TO THEIR STUDENT ACCOUNT AND ENROLLED IN THE STUDENT HEALTH INSURANCE PLAN.
- IF AN ONLINE WAIVER FORM IS SUBMITTED AND APPROVED AFTER HEALTH INSURANCE HAS BEEN BILLED, BUT PRIOR TO THE ESTABLISHED WAIVER DEADLINE DATE, THE HEALTH INSURANCE PREMIUM CHARGE WILL BE REVERSED FROM THEIR STUDENT ACCOUNT WITHIN 3-5 BUSINESS DAYS OF WAIVER SUBMISSION.
- ALL HEALTH INSURANCE CHARGES REMAINING ON A STUDENT'S ACCOUNT AFTER THE ESTABLISHED WAIVER DEADLINE DATE WILL NOT BE REVERSED AND ARE THE RESPONSIBILITY OF THE STUDENT.

Waiver eligibility exclusions to the above requirements

- All F-1 visa students are automatically enrolled into the school sponsored insurance plan. If the F-1 visa student is enrolled as a dependent on a spouse/parent/partner or employer US based and Affordable Care Act Compliant plan, the online waiver form must be approved by the established waiver deadline date.
- All J-1 visa students are required to be enrolled into the student health insurance and will be automatically enrolled into the plan. There is no exception to this rule.

Please see the health insurance website at www.scu.edu/cowell/insurance for additional details.

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Waiver and Benefit Requirements

(Bolded requirements below are often overlooked by students)

- **An out-of-state Medicaid insurance plan will not cover students in California; thus the out-of-state Medicaid insurance plan may not be used in lieu of the Student Health Insurance Plan.**
- Health insurance plans must provide unlimited lifetime maximum coverage.
- Pre-existing conditions must be covered with no waiting period.
- Health insurance plans must provide coverage for inpatient and outpatient hospitalization in Santa Clara County, CA.
- **Health insurance plans must provide access to local doctors, specialists, hospitals and other healthcare providers in emergency and non-emergency situations in Santa Clara**

- **It is CRITICAL that HMO plans provide access for both emergency and non-emergency medical care in Santa Clara County, CA.**
- Health insurance plans must provide coverage for lab work, diagnostic x-rays, emergency room treatment, ambulance services and prescription coverage in Santa Clara County, CA.
- Health insurance plans must provide coverage for inpatient and outpatient mental health, substance abuse and counseling services in Santa Clara County, CA.
- **California Medi-Cal health plans must have assigned benefit coverage in Santa Clara County.**
- A new Online Waiver Form **must be submitted for each academic year** that a student would like to waive the Student Health Insurance Plan.
- A student's insurance coverage must be continuously maintained for the full academic year for which the student is enrolled at the university.
- Travel and Accident plans, Socialized medicine policies and International insurance plans do not provide acceptable coverage and may not be used in lieu of the Student Health Insurance Plan.
- **F-1 Students Only** - Health insurance plans must provide coverage for medical evacuation of \$50,000 and repatriation of remains of \$25,000.
- Health insurance plans may not be short term medical plans purchased on a weekly or monthly basis.
- **All Kaiser members must have a Northern California medical number.**

If you have any questions on the waiver process, please contact Tammy Oh, Health Insurance Coordinator, by email at toh2@scu.edu or at 408-554-2379. You may also contact Gallagher Student Health and Special Risk at 877-355-7114.

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I have carefully read and fully understand the Financial Terms and Conditions regarding Health Insurance as written above. By signing, I confirm that I will take full responsibility, if applicable, should I fail to complete the health insurance Online Waiver Form by the established deadline date.

I acknowledge that I have read and agree to be bound by the terms of the Mandatory Health Insurance Requirements Agreement.

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I agree to be bound by the terms set forth in this Annual Online Agreement, which includes the 1) Financial Terms and Conditions Agreement; 2) ACCESS Credential Agreement; 3) Release of Liability and Assumption of Risk for Use of Santa Clara Athletics & Campus Recreation Facilities and Programs Agreement; and the 4) Mandatory Health Insurance Requirements Agreement, through my electronic signature, in the form of checking the checkbox, and that this Annual Online Agreement may be entered into by electronic means (*e.g., by checking the checkbox and clicking SUBMIT*). By checking the checkbox and clicking submit, I agree and represent that my electronic signature signifies assent to the terms of this Agreement and that my electronic signature satisfies the requirements of both California law (including the Uniform Electronic Transactions Act, Civil Code section 1633.2(h), 1633.5, and 1633.7) as well as the Federal Electronic Signatures in Global and National Commerce Act (sometimes known as E-Sign). By signing this document using electronic means, I waive any claim of any error in the transmittal of such signature.

I, THE UNDERSIGNED, HAVE READ THE AGREEMENT, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I AM SIGNING IT VOLUNTARILY. I AM 18 YEARS OF AGE OR OLDER.

Signature: _____