

STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

I fully understand and agree that my authorization to enroll and continue to register for courses at Drake University is expressly conditional on my acceptance of the terms and conditions set forth below. In exchange for the opportunity to enroll at Drake, to receive educational services, and for other valuable consideration, I agree to the following terms and conditions.

INSTRUCTIONS:

By clicking the "I Agree" button, I indicate my acceptance of these terms and conditions, the statement next to the check box, and the information provided in the additional information links contained in this Agreement.

PAYMENT OF FEES/PROMISE TO PAY

By registering for any class or receiving any service from Drake University, I accept full responsibility to pay all tuition, fees, room, board and other associated costs assessed as a result of my registration and/or receipt of services. I understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (a financial obligation in the form of an educational loan, as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Drake is providing me educational services and deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees, room, board, and other associated costs by the published or assigned due date.

Drake University may suspend, reduce, terminate and/or modify its operations in whole or in part due to epidemic, pandemic, other public health emergency, extreme weather, natural disaster, acts or threatened acts of terrorism or war, or any single act or combination of the foregoing. In any such event, Drake University is under no obligation to refund or credit any portion of tuition, fees, or other charges paid or owed, but it may do so in its discretion.

DELINQUENT ACCOUNT/COLLECTION

Late Payment Fee: I understand and agree that if I fail to pay my student account bill or any monies due and owing to Drake University by the scheduled due date, Drake will assess late payment fees to my account until my past-due account is paid in full. I agree to pay any and all late payment assessed

I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked. I understand that it is my responsibility to meet with an Academic Advisor and consult with the Office of Student Financial Planning before making enrollment changes that may adversely affect my financial aid eligibility.

If some or all of my financial aid is revoked because I dropped credits or failed to attend class, I understand that I will be required to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

COMMUNICATION

Method of Communication: I understand and agree that Drake uses email and messaging through the myDrake portal as official methods of communication with me, and that I am, therefore, responsible for reading the emails and messages that I receive from Drake on a timely basis.

Contact: I authorize Drake and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es), myDrake account, or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debit I owe to Drake, or receive general information from Drake. I authorize Drake and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. However, I understand that I may withdraw my consent to call my cellular telephone using automated telephone dialing equipment by submitting my request in writing to Heartland/ESCI or in writing to the applicable contractor or agent contacting me on behalf of Drake.

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I agree that all claims relating to this agreement will be governed by the laws of the State of Iowa without regard to principles of conflicts of law. I also agree that the sole and exclusive jurisdiction for any action arising from or relating to this agreement will be in the state or federal courts located in Polk County, Iowa.

This agreement constitutes the entire understanding between Drake and me with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between Drake and me. No amendment of this agreement will be effective unless it is in writing and signed by both Drake and me. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

I agree that if a dispute between myself and Drake arises out of this agreement, I would want the court to interpret this agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect; and (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

This agreement will commence on the day I either electronically or manually sign it and will terminate