



5.

a. . If I fail to (i) pay my student account bill or any monies due and owing the College by the scheduled due date or (ii) comply with any payment agreement with the College, the College will (A) place a financial hold on my student account which will prevent me from registering for future classes and receiving transcripts or my diploma; and (B) assess late payment and/or finance charges according to the published fee schedule at <https://www.holycross.edu/bursars-office/frequently-asked-questions#misc1> until my past-due account is paid in full.

b.

- c. I authorize the College and its agents and contractors to:
  - i. Contact me at my current and any future cellular phone number(s), email and other address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the College, or to receive general information from the College.
  - ii. Use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me.

I may withdraw my consent to call or text my cellphone using automated telephone dialing equipment by submitting my request in writing to Office of the Bursar or the applicable contractor or agent contacting me on behalf of the College.

- d. I am responsible for keeping the College records up to date with my current physical mailing addresses, email addresses, and phone numbers by following the procedure by providing any updates to the Office of the Registrar. Upon leaving the College for any reason, it is my responsibility to provide the Office of the Bursar with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the College from my account, any loan or payment agreement.

7.

- a. If I am younger than 18 years of age when I enter into this agreement that the food, housing, medical and counseling services, educational services and other services provided by College are necessities, and I am contractually obligated pursuant to the "doctrine of necessities."
- b. I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the College upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to the College, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

- e. This agreement supersedes all prior understandings, representations, negotiations, and correspondence between student and College and constitutes the entire agreement between the parties with respect to the matters described herein. This agreement shall not be modified or affected by any course of dealing or course of performance. The failure of either party hereto to enforce any right under the agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under the agreement. In case any provision of the agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  
- f. Governing Law. The provisions of this agreement are governed by the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws, and I agree that the state and federal courts located in Massachusetts will have jurisdiction to resolve any dispute arising out of this agreement. I acknowledge that I have read, understand and agree to the terms appearing in this agreement.
  
- g. Electronic Signature. By [selecting the "I accept" button], I understand and agree that I am signing this agreement electronically and my electronic signature is the legal equivalent of my manual signature on this agreement under Massachusetts law.