

KETTERING COLLEGE

CREDIT ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms of your Kettering College account (the "Account"). "You" and "your" mean each of the undersigned, jointly and severally. "We," "us" and "our" mean Kettering College, Kettering, Ohio.

PURCHASES

You can use your Account to purchase goods and services in connection with your education at Kettering College.

ACCOUNT AUTHORIZATION

You authorize Kettering College to apply all purchases, fines, and fees, including, but not limited to, tuition, room, board, books, supplies, library fines, parking fines, testing, and graduation fees to your Account. You have the right to rescind this authorization at any time.

PROMISE TO PAY

You promise to pay for all purchases and other charges on your Account when due including, but not limited to, tuition, room, board and any other expenses incurred by you and charged to your Account by us, whether incurred by you or any other person authorized by you. On the billing date for any school term for which you are enrolled or any time thereafter, we will charge your Account with all expenses, including, but not limited to, tuition, room, board and other charges.

ADJUSTED BALANCE

To get your "Adjusted Balance," we take the balance you owed at the end of the previous billing cycle, add any new charges, subtract any payments and credits during the present billing cycle.

STATEMENTS

Each month we will send an email notice to current students reminding them that their current statement is available to view online. Former students who have not attended during either of the prior 2 semesters will be sent a paper statement via mail at the beginning of each month unless you don't owe us any money or your Account has been turned over to a collection agency. The statement will show information about your Account, including the amount you must pay and when it is due. You agree to notify us promptly if you change your address.

MINIMUM PAYMENT

If your Account is not paid in full at the time of withdrawal or graduation, 1/5 of the net amount is due by the 20th of the following month. The remaining amount will be billed monthly thereafter with four more payments due. No transcript or diploma will be released by us nor will you be permitted to finalize registration for classes for subsequent semesters if the Account balance is not paid in full.

RETURNED CHECK CHARGE

If you pay us with a check, a money order, or other item, and it is returned to us unpaid for any reason after we try to collect it, you agree to pay us a returned check charge of \$28.00.

UNSECURED CREDIT

There is no collateral as security for the amount you owe us on your Account.

BALANCE DUE ON DEFAULT

Immediate payment of the full amount that you owe us (including your agreement to pay all attorneys' fees, up to 33% added to the debt for collection fees of any collection agency, court costs, and any other expenses that may be incurred in enforcing our rights under this agreement to the extent permitted by law) shall be required, without further action by or notice from us, and we may cancel your Account:

1. If you fail to make the Minimum Payment as defined which is due or break any of the other terms of this agreement or any other agreement you may have with us;
2. If you cease to attend Kettering College for any reason;
3. If you give us false information about yourself or your creditworthiness;
4. If we have reason to believe you will not be able to repay us;
5. If you become subject to Title 11 of The United States Code (Bankruptcy Code); or
6. Upon the death of the student.

OUR OTHER RIGHTS

We can delay or waive any of our rights without losing them permanently.

CREDIT INVESTIGATIONS AUTHORIZED

You authorize us to make or have made such credit investigation as we deem appropriate, to evaluate your credit, personal or financial standing and/or employment.

CANCELLATION

Except where specific written notice is required by law, we can cancel your Account anytime in person, by phone or written notice sent to you. You can cancel your Account by notifying us in writing. If your Account is cancelled by you or by use you will have to pay us the full amount you owe us, including amounts which have not been billed to your account yet.

CHANGE IN TERMS

We can change the terms of this agreement at any time. When required to give you notice, we will notify you by posting any changes in our offices unless federal or Ohio law requires us to give you any additional notice. You agree that changes will apply to charges made prior to any change as well as to new charges.

LAW THAT APPLIES

Your Account is also subject to applicable Ohio and federal law. If the law makes part of this agreement void, the other terms will still be enforceable.

Signature _____

Name (please print) _____

KC Student ID Number _____