

# **Terms & Conditions**

USCe.pay Website Agreement

*Effective June 1, 2002*

The USCe.pay website (USCe.pay) is an online information and payment service provided by the University of Southern California (USC), subject to your compliance with the terms and conditions set forth below.

Your access to USCe.pay is subject to your agreement to these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions, you may not access or use USCe.pay. By accessing, browsing, and using USCe.pay, you accept, without limitation or qualification, these Terms and Conditions. Before you may access USCe.pay, you must enter "Y" in the box labeled "I accept the Terms and Conditions" on the USCe.pay website.

## **Modifications of Terms and Conditions**

USC may modify these Terms and Conditions at any time and may do so by posting modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued access or use of USCe.pay following the posting of any modification shall be deemed your conclusive acceptance of the modified agreement. You may review the agreement currently in effect at any time by clicking on the "Help" button on any USCe.pay screen.

## **Our Commitment to Privacy**

Information we collect about the student is part of the student's education record. USC maintains the privacy of student education records and allows students the right to inspect their education records as stated in USC's Student Education Records policy. By accessing, browsing and using USCe.pay, you accept the terms of the USCe.pay Privacy Notice without limitation or qualification. You may review our detailed USCe.pay Privacy Notice by clicking on the 'Privacy Notice' link now or at any time by clicking on the 'Help' button on any USCe.pay screen.

By registering for USCe.pay, you appoint USC as your agent to process payments on your behalf in accordance with your instructions, subject to these Terms and Conditions. You acknowledge that (i) USCe.pay is not a bank and the service is a payment processing service rather than a banking service, and (ii) USCe.pay is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian.

## **Your Responsibilities**

- 1) USCe.pay is limited to users authorized by USC and guests authorized by those users. You agree that any information provided to USC through USCe.pay will be complete and accurate, and that you will not attempt to access USCe.pay using the identity of another person or entity. You authorize USC, directly or through third parties, to make any inquiries USC considers necessary to validate your registration. This may include ordering a credit report and performing other credit checks. USC is not responsible for any incorrect payments or payments made to unintended recipients caused by incorrect information provided by you.
- 2) You are responsible for maintaining the confidentiality of your login ID and password, for restricting access to your computer, for closing all active browser windows when leaving a computer unattended, and you agree to accept responsibility for all activities that occur under your ID and password.

- 3) If you authorize guests to access your records, you are responsible for maintaining their access records, for all communication with them about their ability to access USCe.pay and its individual processes, and you agree to accept responsibility for all activities that occur under their ID and password.
- 4) You agree to accept responsibility for all payments made to your account by you or your authorized guests. If any payment made to your account through USCe.pay is rejected by the financial institution from which the payment is drawn for any reason or if you dispute a transaction for any reason with your financial institution resulting in the reversal of any transaction, you accept responsibility for returned item charges that may be assessed by the financial institution and by USC. You further agree that your account will be subject to late fees and/or finance charges as if payment has not been made until it is paid in full.
- 5) You may not access or use USCe.pay to:
  - Conduct illegal activities or solicit the performance of any illegal activity;
  - Infringe on the privacy or other rights of others;
  - Transmit any content that contains viruses, worms, “Trojan horses” or any other contaminating or destructive feature;
  - Transmit any content which is harmful, threatening, defamatory, obscene, or otherwise objectionable;
  - Make payments from any credit card, debit card, checking, savings or other account which you are not authorized to use;
  - Alter or delete any content on USCe.pay except where you are specifically authorized to do so;
  - Disrupt the USCe.pay website in any way.

USCe.pay shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards and check issuances are processed in a timely manner. However, a number of factors, several of which are outside our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. or international mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

## **Overpayments**

Once you or your authorized guest has completed a payment transaction, it cannot be canceled. If a transaction is overpaid and results in a credit balance, USC will refund up to the amount of the credit balance within 30 business days of USC’s receipt of your written request to do so, subject to the terms below.

If USC agrees that an overpayment was made, it will return overpaid funds less any applicable fees as follows:

- If the overpayment was made by credit card, USC will process a refund to the credit card used in the transaction.
- If the payment was made from a bank account, USC will provide a refund via check made payable to the student.

If USC receives an overpayment but does not receive a written request from you for a refund, the funds will appear as a credit in your account. USC does not pay interest on any credit balances in your account or on any funds included in an overpayment prior to their refund. Before USC issues any refund, your account is subject to review and the refund is subject to approval by various USC departments. If USC determines for any reason that a refund will not be made, the funds will remain as a credit balance. Your credit balance is subject to reduction to satisfy amounts owed to other departments or divisions of USC.

## **Statements of Account**

USC will send you (but not your authorized guests) a monthly statement of account if your account has a negative balance. You will not receive a monthly statement if your account has a zero or credit balance with no activity from the previous statement or if your account has been assigned to a collection agency.

USC may provide statements of account online or by email in the future. If electronic or online statements become available, we will contact you and give you the opportunity to receive electronic statements in lieu of printed statements thereafter.

## **Copyrights; Trademarks**

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## **Termination of Access**

USC may, at its sole discretion, terminate or suspend your access to and use of USCe.pay without notice and for any or no reason.

## **Termination of Service**

USC may, at its sole discretion, terminate the USCe.pay service without notice and for any or no reason.

## **Use of USCe.pay**

You understand that, except for information or services clearly identified as being supplied by USC, USC does not operate, control, or endorse any information, products, or services on the Internet in any way. You also understand that USC cannot and does not guarantee or warrant that the USC website will operate error-free or that it will be free of infection from viruses, worms, Trojan horses, or other destructive or contaminating code. You are responsible for ensuring that your computer and data are protected through virus-protection software, back-

ing up important files, and any other procedures that meet your particular needs. You assume total responsibility and risk for your use of USCe.pay and the Internet.

USC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE USCE.PAY WEBSITE. USC DOES NOT WARRANT THAT USCE.PAY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

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### **Indemnity**

You agree to indemnify, defend, and hold harmless USC, its officers, employees, agents, suppliers, and any third party information providers to USCe.pay from any and all liabilities and costs arising from any breach by you of these Terms and Conditions, including reasonable attorneys' fees and costs. You agree to cooperate fully in the defense of any such claim.

### **Third Party Rights**

USC, its officers, employees, agents, suppliers and any third party information providers to USCe.pay each and severally shall have the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. Each of these individuals or entities shall also have the right to assert and enforce these provisions directly against you on its own behalf.

### **Choice of Law/Forum Selection/Attorney Fees**

You agree that any dispute arising out of or relating to USCe.pay or these Terms and Conditions or any electronic funds transfer or other Internet-enabled payment transactions involving you and USC, whether based in contract, tort, statutory or other law, will be governed by the laws of the United States of America and by the laws of the State of California. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Los Angeles County, California as the exclusive legal forums for any such dispute, and the prevailing party shall be entitled to reimbursement of its attorneys' fees and costs from the non-prevailing party.

**By entering "Y" in the box labeled "I accept the Terms and Conditions" on the USCe.pay website, you acknowledge reading the Terms and Conditions above and the USCe.pay Privacy Notice and agree to be bound by the terms stated therein which will govern your use of the USCe.pay site. By entering any other character in the box labeled "I accept the Terms and Conditions" on the USCe.pay website, you will not be permitted to access the USCe.pay site.**