

## **Continuing Education Adult Program Terms and Conditions**

By registering for and participating in this Brigham Young University (“BYU”) Continuing Education program (the “Program”), you (the “Participant”) agree to following Terms and Conditions (these “Terms and Conditions”).

- 1. Adherence to Program Policies.** The Participant must read, understand and comply with all the Program’s policies (the “Program Policies”), which include the BYU Honor Code and all terms, conditions, standards and guidelines as stated in the Program information page(s) on the Program’s website, the online or print registration materials, and these Terms and Conditions.
- 2. Consent to Medical Treatment.** BYU may provide medical treatment to the Participant that BYU may, in its sole discretion, determine to be necessary in the event of illness or accident. The Participant, and not BYU, is responsible for any expenses incurred for such treatment, including, but not limited to costs of transportation to and treatment from any hospital or medical center.
- 3. Consent to Use Image.** BYU may take, and make public, visual/audio/video images (the “Images”) of the Participant during the Program. BYU owns the Images and all the rights to them and may use them, without notifying the Participant, in any manner or media including, but not limited to, university-sponsored websites, publications, social media, promotions, advertisements, and posters. The Participant waives any right to inspect, approve, or be compensated for the use of the Images.
- 4. Campus Housing.** Authorized personnel may access any campus housing room assigned to the Participant during the Program (the “Room”) in order to conduct health and safety inspections, check for maintenance required, check for damage, perform janitorial or maintenance service, verify compliance with campus policies and the Program Policies, and when otherwise appropriate in the reasonable judgment of authorized BYU personnel. Authorized personnel may search the room and the personal belongings of the Participant inside the room and may seize items found therein that are prohibited by law, campus policies, or the Program Policies.
- 5. Payment of Financial Obligations.** The Participant is fully responsible to pay all tuition, fees, and other associated costs assessed as a result of their registration and receipt of services for the Program. If all charges incurred are not paid by the due date and if, for the purposes of collecting the amount due, BYU should retain an attorney or collection agency, the Participant must pay all costs of collection including reasonable interest, reasonable attorney's fees, and reasonable collection agency fees, which may be based on a percentage at a maximum of 40% of the debt. BYU or its agent may contact the Participant by email or cell phone in an effort to collect the debt. BYU or its agent may use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact the Participant. The Participant may withdraw his or her consent for BYU or its agent to use automated telephone dialing equipment or artificial or prerecorded voice messages by submitting such request to the BYU Collections Office via YMessage or in writing or verbally at A-153 ASB, Provo, UT 84602; (801) 422-6634 or verbally or in writing to the applicable agent acting on behalf of BYU. BYU may report delinquent accounts to one or more of the national credit reporting agencies.
- 6. Disclaimer of Warranties.** The content, information, and services of the Program are provided “as is” with no representation or warranties of any kind, either expressed or implied.
- 7. Governing Law, Venue and Jurisdiction.** The laws of the State of Utah, without giving effect to its conflicts of law principles, govern all matters relating to these Terms and Conditions.
- 8. Severability.** If any provision of these Terms and Conditions is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect.