

**BYU Continuing Education
BYU Independent Study
Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH BRIGHAM YOUNG UNIVERSITY (“BYU”).

By registering for BYU Independent Study courses, you hereby agree to the following “Terms and Conditions”:

- 1. Identity Verification.** I certify that I am 18 years of age or older, or, in the case of a student under 18 years of age, I certify that I am completing this registration on behalf of the student as either (a) the parent or legal guardian of the student or (b) an authorized representative of a school in which the student is currently enrolled.
- 2. Course Policies and Information.** I certify that I have read and understand the BYU Independent Study [Course Policies](#) (“Course Policies”) as stated on the BYU Independent Study website, and agree my participation in BYU Independent Study is conditioned on compliance with these Course Policies. I have also read and understand the other information pages on the BYU Independent Study website, and agree that these information pages, together with the Course Policies, these Terms and Conditions, and any other registration materials constitute the entire agreement between me and BYU with regard to my participation in BYU Independent Study. I further understand and agree that BYU retains the right, at its sole discretion, to alter or change the Course Policies or other information pages on the BYU Independent Study website, and that such alterations and changes are binding on my participation in BYU Independent Study.
- 3. Course Offerings.** I understand and agree that my registration for this BYU Independent Study course does not constitute a contract or warranty that BYU will continue indefinitely to offer the course. BYU expressly reserves the right to change, phase out, or discontinue any course. The listing of courses contained in any BYU Independent Study catalog or schedule is by way of announcement only and shall not be regarded as an offer of contract. BYU expressly reserves the right to: (1) add or delete courses from its offerings; (2) cancel any course for insufficient registrations; or (3) revise or change rules, charges, fees, schedules, courses, and any other policy or regulation affecting students whenever the same is considered to be in the best interests of BYU.
- 4. Financial Responsibility.** I understand and agree that final course grades and BYU Independent Study transcripts will not be available until account balances have been processed and my account is paid in full. I understand and agree that when I register for any class or receive any service from BYU I accept full responsibility to pay all tuition, fees, and other associated costs assessed as a result of my registration and/or receipt of services. I agree that if all charges I incur 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, I will 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. I also agree to allow BYU or its agent to contact me by email or cell phone in an effort to collect the debt. I also authorize BYU or its agent to use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact me. Further, I understand that I may withdraw my consent for BYU or its agent to use automated telephone dialing equipment or artificial or prerecorded voice messages to contact me by submitting my 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 contacting

me on behalf of BYU. Finally, I understand that my delinquent account may be reported to one or more of the national credit reporting agencies.

5. **Education Records.** I understand that BYU Independent Study may share my education records with other educational institution(s) in which I may be concurrently enrolled or to which I may be seeking to enroll. I also understand that I may request and obtain from BYU Independent Study a copy of any such records.
6. **FERPA Waiver for Support Emails.** I hereby authorize BYU Independent Study to email me, and any course observer I designate, customer support information, academic coaching materials, and notifications regarding my grades and progress in the course ("**Support Emails**"). I understand that the information communicated through Support Emails may be protected under the Family Educational Rights and Privacy Act ("**FERPA**") and I hereby waive any rights under FERPA necessary for BYU Independent Study to send Support emails to me and my designated observers.
7. **Disclaimer of Warranties.** I understand that the information, content, and services provided on the BYU Independent Study website and all BYU Independent Study courses are provided "as is" with no representation or warranties of any kind, either expressed or implied.
8. **Governing Law, Venue and Jurisdiction.** The laws of the State of Utah, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the Terms and Conditions, and my agreement with BYU, including, without limitation, its validity, interpretation, construction, performance and enforcement. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Utah County, State of Utah.
9. **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 as if the Terms and Conditions had been executed with the invalid provision eliminated.