STUDENT ENROLLMENT AGREEMENT (SEA)

All Nova Southeastern University (NSU) students are responsible for reading the information contained in this Agreement. *Please read carefully and print a copy for your records before accepting the terms herein and enrolling for courses*. If you have any questions regarding this Agreement, contact the Office of the University Registrar at (954) 262-7200.

In addition to all NSU academic standards and policies, I hereby agree to comply with the terms and conditions specified in this Enrollment Agreement in order to enroll in courses at NSU. If I am a financial aid recipient, I understand that I am responsible for adhering to all of the Terms and Conditions set forth by the financial aid administering agency/agencies. If I am attending school on either an F1 student visa or a J1 exchange visitor visa in the student category, I understand that I am responsible for maintaining a *full course of study* each semester/term in order to maintain my legal status. I also understand that information pertaining to the above statements can be found on the NSU website and it is solely my responsibility to read this information. I will abide by the *Acceptable Use Policy.* I also agree to abide by all rules and regulations described in the *NSU Academic Course Catalog, Academic Course Catalog Addenda,* any college or program specific catalog or student handbook and the *NSU Student Handbook.*

Registration and Registration Changes

Course Add/Drop and Withdrawal Procedures

I understand that I must be officially registered by the start date of course(s) in order to participate in and receive academic credit for the course(s). I understand that I am required to attend each of my courses during the first week of the course in order to maintain enrollment. If my instructor reports me as not in attendance, I can be dropped from the courses. I am responsible for knowing and complying with any and all registration deadline dates. All requests for changes beyond posted deadlines to change, add, drop, or withdraw course registrations must be in writing and be received by my academic advisor and/or my academic program office within 20 days of the end of the semester/term. I understand that notifying my instructor does not constitute a withdrawal. I also understand that if I do not attend my classes, I am responsible for ensuring that I officially withdraw myself from the courses.

I understand that drops and withdrawals may affect my *Satisfactory Academic Progress (SAP)* standing as set forth by the U.S. government. If I drop or withdraw from all of my courses in a semester/term, I am considered withdrawn for refund purposes. I understand that application fees and seat deposits are non-refundable. My tuition will be refunded to my NSU student account according to the refund percentage schedule published in my *NSU Academic*

Course Catalog and/or college or program specific student handbook (NSU complies with *state refund requirements* and any and all applicable state laws). If I am a financial aid recipient, I will be subject to the *Return of Title IV Funds Calculation* regulations.

NSU Student Health Insurance Requirement

I understand that NSU requires all students to carry adequate health insurance coverage. Therefore, students will automatically be enrolled in the NSU Student Health Insurance Plan, and their student accounts will be charged when they register for classes. Students who already have health insurance must opt out of the NSU Student Health Insurance Plan each academic year by the given waiver deadline for their program. For detailed information, including waiver deadlines, access to the online waiver, NSU Student Health Insurance Plan features, costs, and more, students should visit the Bursar's *Student Health Insurance* website.

Financial Liability Statement

I agree to pay all NSU charges pursuant to the *NSU Payment Policy.* I understand that the university is advancing value to me in the form of educational services and that my right to register is expressly conditioned upon my agreement to pay institutional costs including, but not limited to, tuition, fees, housing, meal plan, and any additional costs, including health insurance, when those charges become due. It is my responsibility to view my charges in NSU SharkLink or NSU eBill.

I understand that a past due student account balance will result in a financial hold, which prevents future registrations as well as other services being offered in accordance with university policy (see below: Suspension of Services). Delinquent student account balances may be reported to a credit bureau and/or referred to collection agencies or litigated. I agree that I will be responsible for any costs (including but not limited to collection fees, reasonable attorney fees and court costs) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing in full at the time of the referral to a third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33.3% of the amount outstanding. This agreement shall be construed in accordance with Florida law, and any lawsuit to collect unpaid fees shall be brought exclusively in the appropriate court sitting in Broward County, Florida, regardless of my domicile at the time of bringing such action.

IRS Form 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (ITIN) to NSU upon request as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or ITIN to NSU, I agree to pay any and all IRS fines assessed as a result of my missing SSN/ITIN.

I consent to receive my annual IRS Form 1098-T statement electronically from NSU. I understand that I may print a paper copy of my 1098-T as displayed in SharkLink and that I may request a paper copy by following the instructions published on *NSU's 1098-T webpage*.

Suspension of Services

I understand and agree that NSU may withhold diplomas and other services if I fail to pay tuit-ion, fees, other institutional charges, and/or health insurance, or fail to abide by the provisions of this agreement. NSU will prevent me from further registration activity until all outstanding balances on my student account have been satisfied in full before the registration deadline.

Change in Name, Address, or Phone Number

I am responsible for updating my NSU records with any changes in my name, address, or phone number within seven (7) days of any such change. Address and phone number changes can be updated via *NSU SharkLink.* Requests for a name change must be submitted with official documentation (copy of a court order, divorce decree, marriage certificate, etc.) along with the NSU Data Change Form posted on the Office of the University Registrar's website.

Communications

I understand that NSU SharkLink and NSU email are the university's official means of communication. I am responsible for reading the information I receive electronically from the university. I also understand and agree that NSU and third-party agents/contractors acting on behalf of NSU may utilize all of my contact information for official university business (including phone calls and text messaging).

Enrollment Agreement Renewal

I understand and agree that this Student Enrollment Agreement (SEA) is executed at the time of my registration or enrollment at NSU. This Agreement will remain in effect/valid for the current and all future registrations or enrollments at the university, unless superseded by the execution of a subsequent SEA. In the event that I execute a subsequent SEA, the original SEA will be in effect up to the date of the subsequent SEA, and the subsequent SEA will govern going forward. I understand that in addition to the copy of the Agreement included in the confirmation email I receive upon signing, I can view the most current version of the SEA in its entirety on the *NSU University Registrar's webpage.*

Notice of Combined Annual Security Report and Annual Fire Safety Report Availability

NSU is committed to assisting all members of the NSU community in providing for their own safety and security. The annual security and fire safety compliance document is available on the NSU Public Safety Department website at *https://www.nova.edu/documents/campus-safety-handbook.pdf.* In addition, the Annual Security Report and Annual Fire Safety Report are contained in the Public Safety Campus Safety Handbook, which may also be obtained at the Public Safety Fort Lauderdale/Davie Campus office located in the Campus Support Building or by calling Public Safety at (954) 262-8999. The Campus Safety Handbook is also available at every Public Safety office, Public Safety building post, and regional campus.

The website and booklet contain information regarding campus security and personal safety including topics such as: crime prevention, fire safety, university law enforcement authority, crime reporting policies, disciplinary procedures and other matters of importance related to security and safety on campus. They also contain information about crime statistics for the three previous calendar years concerning reported crimes that occurred on campus; in certain off-campus buildings or property owned or controlled by NSU; and on public property within, or immediately adjacent to and accessible from the campus.

This information is required by law and is provided by the NSU Public Safety Department.

Image Use Statement

I permit and authorize Nova Southeastern University (NSU) and its employees, agents, representatives, contractors, and personnel who are acting on behalf of NSU to take and/or obtain my photograph, name, alias, video and/or audio recording, or other likeness of myself, or any combination thereof, at any public NSU-related events or at any public areas on NSU's property (hereinafter, "my likeness"). I further grant NSU permission to utilize my likeness for commercial purposes including publicity, marketing, and promotion for NSU and its programs, without compensation to me, to the extent permissible under the Family Educational Rights and Privacy Act (FERPA). I understand and consent to NSU copying, reproducing, and distributing my likeness in any media format. I further understand that my likeness may be subject to reasonable modification and/or editing and waive any right to inspect or approve the finished product or material in which NSU may eventually use my likeness. I acknowledge that NSU owns a nonexclusive right to my likeness and understand that, although NSU will endeavor to use my likeness in accordance with standards of good judgment, NSU cannot warrant or guarantee that any further dissemination of my likeness will be subject to NSU's supervision or control. Accordingly, I release NSU from any and all liability related to the use, dissemination, reproduction, distribution, and/or display of my likeness in any media format, and any alteration, distortion, or illusionary effect of my likeness, whether intentional or otherwise, in connection with said use. I also understand that I may not withdraw my permission for use of my likeness which was granted.

Student-athletes are permitted to use, control, and commercialize use of their likeness in a wide range of activities (NIL Activities), including, but not necessarily limited to,

- commercials/advertisements for products and services
- development and promotion of the student-athlete's own brand/business
- personal appearances

- promotion of student-athlete-run camps, clinics, and private lessons
- sponsored social media activities
- autograph sessions

In accordance with NSU's Student-Athlete Name, Image, and Likeness Policy, Section 1006.74, and current NCAA Division II Bylaws, NSU will not restrict student-athletes from the ability to commercialize use of their likenesses. However, NSU student-athletes shall not use NSU intellectual property in connection with their NIL Activities unless the prior written permission of NSU has been secured in writing through an agreement granting specified rights. NSU intellectual property includes, but is not limited to, NSU's name, trademarks, service marks, logos, colors, symbols, apparel with university trademarks/logos, and uniforms, regardless of whether the intellectual property is registered. NSU may grant or refuse to grant permission in its sole discretion. Student-athletes may, in connection with NIL Activities, state that they are a student-athlete at NSU and/or list their personal academic or athletic accolades. However, student-athletes shall not state or imply, directly or indirectly, that NSU is endorsing the NIL Activity or any products or services associated with that NIL Activity.

Damage Limitation

I understand that by enrolling at NSU, I am not guaranteed a degree. I agree that should I be dismissed or my matriculation delayed for any reason, NSU's liability for any such dismissal or delay would be limited to present damages consisting of lost tuition and any costs or fees paid to NSU associated with attendance at NSU. In no event shall NSU's liability exceed the total amount of monies paid to NSU, nor shall NSU be liable for incidental or consequential damages of any kind, even if NSU has been advised of the possibility of such damages. I also specifically understand and agree that I will not be entitled to seek future damages for losses incurred as a result of the failure to obtain a degree.

Governing Law; Selection of Exclusive Venue; Waiver of Jury Trial

It is agreed that this Agreement, wherever executed, shall be construed in accordance with the laws of the State of Florida and the exclusive venue for any litigation arising out of this Agreement shall be Broward County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court, to the exclusion of the Courts of any other county, state, or country. I further acknowledge that both I and NSU are irrevocably waiving rights to trial by jury.

Force Majeure

I understand that NSU's duties and obligations to the student shall be suspended or modified immediately, without notice, during all periods that the university determines it is closed or ceases or modifies or curtails operations because of force majeure events including, but not limited to, any fire or any casualty, flood, earthquake, hurricane, lightning, explosion, strikes, lockouts, prolonged

shortage of energy supplies, riots or civil commotion, Act(s) of God, war, governmental action, act(s) of terrorism, infectious diseases, epidemic, pandemic, physical or structural dangers, or any other event beyond the university's control. If such an event occurs, NSU's duties and obligations to the student (including its delivery and format of classes, student housing and dining, campus facilities, and related services, activities, and events) will be postponed, cancelled, or modified until such time as the school, in its sole discretion, may safely reopen or resume normal operations. Under no circumstances, except as otherwise required by Federal or State statute, will NSU be obligated to refund, reduce or credit any portion of tuition, housing, meal plans, fees, or any other cost or charge attributable to any location, delivery modality, or service affected by any such force majeure event necessitated by Acts of God, university or academic or health and safety decisions, and/or any situations outside of the university's control. This includes, but is not limited to, any suspensions to or changes from in-person, on-campus education, services and/or activities to remote services, activities, and/or remote learning. By choosing to enroll or study at NSU, students agree to these terms.

Any decisions by the university to provide a refund or credit, in whole or in part, of any fee or other charge, in the event of a campus closure, suspension, or other change to the delivery format of education, activities, housing, dining, and/or services shall be in the university's discretion and shall not create an expectancy that any individual is legally entitled to such refund or credit or that it will be provided in any other instance.

Flexibility in Policies

University policies are intended to describe some of the expectations of members of the university community, as well as outline the university's community policies and programs. It is intended to be used as a guideline and does not create an express or implied contract which cannot be changed or modified. Circumstances not specifically addressed in university policies will be handled on a case-by-case basis by the appropriate official selected by the university. As the need may arise, the university reserves the right to, in its sole discretion, modify, revise, supplement, rescind, suspend, terminate, or change its policies, procedures, programs, activities and services, in whole or in part, to the fullest extent permitted by law.

Acknowledgements

I understand that disclosure of any arrests, pending criminal charges, or convictions is a continuing duty, and I must report any of them that occur after filing the admissions application or during enrollment at NSU to the university's Dean of Students. This information must be reported within 10 days of the arrest, pending criminal charges, or convictions. If I am enrolled in a health professions program, I must report this information to the dean of my respective college. I understand I am agreeing to all terms and conditions set forth herein above and agree to the incorporation of any other related documents. I enter into this Enrollment Agreement with full knowledge of its legal implications and without coercion and/or promises made to me by the university. I also agree and acknowledge that prior to agreeing to this Enrollment Agreement, I had the right and option to discuss the terms and conditions herein with a private attorney at my sole expense.

Agree

12/2025