

This Student Enrollment Agreement (this “Agreement”), is a binding agreement between you, the Student (the “Student”), and ed2go, a part of Cengage Learning, Inc. (“ed2go”) with regard to a single enrollment in an Advanced Career Training program that may consist of a single or multiple programs. This Agreement becomes binding and effective upon the Student’s acceptance, indicated by online acknowledgement of receipt of, and agreement to, the provisions of this Agreement.

The parties hereto agree as follows:

1. ADMISSIONS CRITERIA: The Student shall have responsibility for review of the Program Description for the program of the Student’s choice (available at www.ed2go.com), whether the Student self-enrolls or enrolls with the assistance of an admissions advisor or counselor.

2. TUITION: Tuition or down payment for programs and/or courses, including any applicable taxes, must be received by ed2go before the Student will be registered.

3. COMPLETION REQUIREMENTS: In order to receive a Certificate of Completion, the Student must successfully complete the program by the date indicated in ed2go’s Student Center following the date on which the Student enrolls in the program, and tuition must be paid in full before the Student can receive a Certificate of Completion.

4. PROGRAM CANCELLATION POLICY: The Student may request the Student's enrollment be canceled at any time before the Student is registered for and granted access to the program or the first program, if purchasing more than one program at a time.

5. REFUND POLICY: For refunds requested within ten (10) calendar days commencing on the date listed as the Start Date in the ed2go Student Center, one hundred percent (100%) of the tuition amount shall be refunded, provided no more than fifty percent (50%) of the program has been completed and all course materials are returned in as-new condition to ed2go at the Student’s expense. Such materials must be received within ten (10) days of the date of Materials Return Instructions sent by ed2go to the Student by email notification. The cost of materials not received or those that cannot be returned (such as software, memberships, exam vouchers, or exam sponsorship) shall not be refunded to the Student. Refunds shall be paid to the Student or loan forgiveness shall be granted within thirty (30) days following the deactivation date of the program.

No refunds shall be available after the ten (10) calendar days commencing on the Start Date listed in the ed2go Student Center, unless written justification is received from the Student within the original access period of the Student’s program, not including extensions, transfers or holds processed, and complaints are found to be valid based on ed2go’s investigation, including soliciting course provider and/or facilitator feedback, and partner school’s review of the findings of the investigation.

Ed2go’s refund policy shall be superseded by a partner school or third-party funding source’s policy only if that policy is more stringent, such as one that does not allow for refunds or one that allows fewer days in which to request the refund. Consult the partner school or third-party

funding source's policies and procedures for additional information.

6. TRANSFER POLICY: The Student may transfer from one program to another within sixty (60) days following the Student's registration date. There is a transfer fee of one hundred twenty-five dollars (\$125), plus any applicable taxes, if the transfer takes place after the first ten (10) calendar days of the Start Date listed in the ed2go Student Center. If the program to which the Student wishes to transfer costs less than the original program in which the Student is registered, the Student shall be credited the difference, minus the transfer fee. If the program to which the Student wishes to transfer costs more than the original program in which the Student is registered, the Student shall be charged the difference, plus the transfer fee and any applicable taxes.

The Student acknowledges that there may be nonrefundable fees associated with the original enrollment for which the Student is responsible in addition to the transfer fee and any price difference between the original and new program.

If a new version of the program in which the student is registered is released, the Student may transfer into the new version if the Student is within the original access period for the Student's then current program. If the Student has received an extension, the Student is not eligible for transfer to the new version of the program. The Student shall be responsible for the cost of new materials and/or the price difference between versions.

The school through which the Student is enrolled must approve all transfers.

If the Student is using one of ed2go's financing options to pay for the program, the student must finalize any new financing within thirty (30) days following transfer approval from the school through which the Student is enrolled, and the Student must be current on the Student's existing loan.

7. EXTENSION POLICY:

If the Student requires additional time to complete an enrollment, Student may be granted up to two extensions, each equal to twenty-five percent (25%) of the initial duration of access for the enrollment. Extensions shall not exceed the initial duration of access by one hundred and fifty percent (150%). (For example, a 12-month program will have two 3-month extensions available, for a total access period of 18 months.)

Extension requests must be received within two (2) weeks of the original end date or may be purchased upfront. The cost for extension will be determined using the following table:

Tuition Fee	First Extension	Second Extension
\$500 - 1000	\$75	\$75
\$1001 - 2000	\$150	\$150
\$2001 - 3000	\$250	\$250
\$3001 - 4000	\$350	\$350
\$4001 - 5000	\$450	\$450

\$5001 - 6000	\$550	\$550
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Tuition fee in the above table refers to full retail cost as listed on the Student's order confirmation at time of purchase. Discounts received will not be taken into consideration when calculating extension costs. Extension fees are not refundable and taxes may apply.

8. HOLD POLICY: A "hold" is a permitted suspension of the Student's participation in the program without penalty. The Student may request a hold of up to ninety (90) days and holds will only be granted for those with extenuating circumstances, at ed2go's discretion, such as military deployment or documented medical concerns. The 90-day hold may be taken all at once or in individual sessions of thirty (30) or sixty (60) days. Some program holds may incur a fee and the student shall be made aware of this before the hold is initiated. If the Student has used an ed2go loan, they are still responsible for the regular loan payments throughout the hold period. If the Student remains on hold for more than ninety (90) days, the Student shall be dropped from the program without a refund and the Student's grade shall be shown as Incomplete on the school's records.

9. STUDENT SUPPORT: Ed2go normal hours of operation are Monday through Friday, from 8:00am to 5:00pm Pacific time. The Student has a reasonable expectation that Student will receive responses from an ed2go advisor and/or program facilitator within 24 hours, Monday through Friday.

9. GROUNDS FOR TERMINATION: The Student's enrollment may be terminated for several reasons, upon ed2go's decision, including failure of the Student to comply with ed2go's rules and policies, or failure to comply with the terms and conditions set forth herein. Ed2go may terminate the Student's enrollment at any time for such violations. Ed2go further reserves the right to modify the rules and policies, and any such revisions will be posted online at www.ed2go.com/career/student-agreement. In addition, if the Student owes any amount on a loan from ed2go and is delinquent on the Student's loan payments or installments for more than ninety (90) days, ed2go reserves the right to terminate the student's access to the program without a refund.

10. NO GUARANTEE: THE STUDENT UNDERSTANDS AND AGREES THAT COMPLETION OF THE PROGRAM IS NOT A GUARANTEE OF EMPLOYMENT OR OF OBTAINING AN INTERNSHIP OR EXTERNSHIP. ED2GO HAS NOT MADE ANY PROMISE TO THE STUDENT, EXPRESS OR IMPLIED, REGARDING ANY OPPORTUNITIES FOR THE STUDENT FOLLOWING COMPLETION OF THE PROGRAM. THE STUDENT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ED2GO AND CENGAGE LEARNING, INC., THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY SUCH CLAIM.

11. GOVERNING LAW AND JURISDICTION FOR DISPUTES: This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions which would require the application of the laws of another jurisdiction. Any suit, action or proceeding arising out of or relating to this Agreement may be

commenced and maintained only in a California state court of competent subject matter jurisdiction in Riverside County, CA, and each Party waives objection to such jurisdiction and venue. The Parties expressly, knowingly and voluntarily waive any right to a trial by jury in any proceeding arising out of or relating to, and/or to enforce this Agreement.

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