

# Arbitration

A condition of enrollment is the signing of an enrollment agreement by both the Student and a School administrator. The following provisions with respect to arbitration are part of the enrollment agreement. PLEASE READ THEM CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION AND YOUR RIGHT TO OPT OUT OF THEM. You (the "Student") and we (the "School") agree that any dispute, claim, controversy, cause of action, lawsuit, or proceeding (including, but not limited to, any statutory, tort, contract or equity claim) between the Student and the School or any of its parents, subsidiaries, officers, directors, or any current or former employee(s) of the School (collectively, the "Parties") arising out of or relating to this enrollment agreement, your enrollment or your attendance at the School (individually and collectively a "Dispute") shall be resolved by binding and mandatory arbitration in the city and county in which the School is located. The Parties each further agree that this arbitration provision provides each party with its exclusive remedy for redress of any grievance or resolution of any Dispute, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT, INCLUDING WITHOUT LIMITATION THE RIGHT TO TRIAL BY JURY, IT MIGHT HAVE TO SEEK REDRESS.

THE STUDENT AND THE SCHOOL ALSO AGREE THAT DISPUTES MAY ONLY BE BROUGHT IN THE STUDENT'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. If this specific paragraph is found to be illegal or unenforceable as to all or some parts of a Dispute, then those parts will not be arbitrated but will be resolved in court, with the balance of the Dispute resolved through arbitration.

Disputes shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") then in effect. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event the AAA declines or is unable to administer the arbitration, the arbitration will be administered by an arbitration forum or arbitrator that the Parties mutually agree upon. Information regarding the AAA's arbitration procedures is available from the AAA, which can be contacted by mail at 120 Broadway, Floor 21, New York, New York 10271, by telephone at 212-716-5800, or through its website at [www.adr.org](http://www.adr.org).

1. The Parties agree that this arbitration agreement involves interstate commerce and that the enforceability of this arbitration agreement shall be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. §§ 1-9.
2. Arbitration shall be the sole method of resolving all Disputes between the Parties to this agreement.
3. The arbitrator shall have the authority to decide all questions of arbitrability.

4. Arbitration will take place before a single neutral arbitrator who is an attorney, chosen according to the AAA Commercial Rules, in the city in which the School attended by the Student is located. As a condition of appointment, the arbitrator shall follow all applicable substantive laws (except as otherwise provided in this arbitration agreement), shall agree to the terms of the arbitration agreement between the Parties, and shall lack authority not to enforce the terms of the arbitration agreement between the Parties.
5. The Parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be reasonable and necessary.
6. The arbitration shall be conducted in the English language.
7. The arbitrator shall have the authority to grant interim remedies pursuant to the AAA's Optional Rules for Emergency Measures of Protection then in effect. The arbitrator shall have the authority to award monetary damages measured by the prevailing party's actual damages and may grant any non-monetary remedy or relief that the arbitrator deems just and equitable and within the scope of this agreement between the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
8. The arbitrator shall not have any authority to award punitive damages, treble damages, consequential or indirect damages, or other damages not measured by the prevailing party's actual damages.
9. The arbitrator also shall not have any authority to alter any grade issued to a student.
10. The Parties also shall bear an equal share of the fees and costs of the arbitration, which include but are not limited to the fees and costs of the arbitrator, unless the Parties agree otherwise. The Student is responsible for all other additional costs that the Student incurs in the arbitration including, but not limited to, attorney's fees or expert witness costs unless otherwise required of the School under applicable law.
11. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any such arbitration without the prior written consent of both Parties. The Student agrees that any actual or threatened violation of this provision would result in irreparable harm, and would be subject to being immediately enjoined.
12. In the event a conflict between the rules of the arbitral forum and the arbitration agreement between the Parties, the arbitration agreement between the Parties governs.
13. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.
14. If the Student does not wish to be bound by these arbitration provisions, the Student must notify the School in writing within 30 days of the date that these arbitration provisions become effective. The Student may opt out by mail to the campus mailing address. The Student's written notification to the School must include the Student's name and address as well as a clear statement that the Student does not wish to resolve disputes with the School through arbitration.

Finally, as required by 34 C.F.R. § 685.300(e) and (f), regulations promulgated by the United States Department of Education in 2022, we agree to the following modifications of this arbitration agreement, but only to the extent and so long as the regulations requiring the modifications remain in effect. To the extent the regulation is declared invalid by a court of competent jurisdiction or is rescinded by the United States Department of Education, the modification associated with the invalidated or rescinded regulation shall immediately become null and void:

Modification Required by 34 C.F.R. § 685.300(e). We agree that this agreement cannot be used to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court, or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or our provision of educational services for which the Direct Loan was obtained. We agree that the court has exclusive jurisdiction to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Modification Required by 34 C.F.R. § 685.300(f). We agree that neither we nor anyone else will use this agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim, or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.