

### **Agreement to Arbitrate**

The following procedure applies to the resolution of any dispute between the student and MyComputerCareer (or any current or former employee(s) of MyComputerCareer) that arises out of or is related in any way to this Enrollment Agreement, any amendments or addenda to this Enrollment Agreement, the subject matter of this Enrollment Agreement, and/or the student's enrollment at MyComputerCareer, including, without limitation, any statutory, tort, contract, or equity claim (individually and collectively, the "Dispute"):

- A. The parties are encouraged to make an initial attempt, in good faith, to resolve the Dispute pursuant to the Student Grievance Policy found in the Student Handbook or through other informal means.
- B. If the Dispute is not resolved pursuant to the Student Grievance Policy or through other informal means, then the Dispute will be resolved by binding arbitration between the parties.
- C. Arbitration is the referral of a dispute to an impartial person for a final and binding determination. The parties agree that this Enrollment Agreement involves interstate commerce and that the enforceability of this Agreement to Arbitrate will be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. §§ 1-9. The arbitration will be administered by the American Arbitration Association (AAA) or, in the event the AAA declines or is unable to administer the arbitration, by an arbitration forum or arbitrator that the parties mutually agree upon. If, after making a reasonable effort, the parties are unable to agree upon an arbitration forum or arbitrator, a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA's Commercial Arbitration Rules and, when deemed appropriate by the arbitration forum or the arbitrator, the AAA's Consumer Arbitration Rules, or the appropriate rules of any alternative arbitration forum selected by the parties or appointed by a court, subject to the following modifications:
  1. The arbitration will be conducted before a single arbitrator (without a jury), who will be a former federal or state court judge.
  2. The arbitrator shall have the exclusive authority to determine and adjudicate any issue relating to the existence, formation, validity, enforceability, applicability, or interpretation of this Agreement to Arbitrate.
  3. The scope of the arbitration will be limited to the Dispute and claims involving student.
    - i. No claims of any other person will be consolidated into the arbitration or otherwise arbitrated together with any claims involving student.
    - ii. No claims will be made on behalf of any class of persons.
    - iii. No representative actions of any kind are permitted, including, without limitation, class actions and class arbitrations.
    - iv. The arbitrator may not preside over any representative action.
  4. In any of the following arbitration-related proceedings, the prevailing party will be entitled to recover its reasonable attorneys' fees:
    - i. any motion which any party is required to make in the courts to compel arbitration of a Dispute; or
    - ii. any challenge to the arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying or correcting the award.
  5. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.

6. If any provision of this Agreement to Arbitrate or its application is invalid or unenforceable, that provision will be severed from the remainder of Agreement to Arbitrate and the remainder of this Agreement to Arbitrate will be binding and enforceable.

The AAA's Commercial Arbitration Rules, the AAA's Consumer Arbitration Rules, and other information regarding the AAA's arbitration procedures are available from the AAA, which can be contacted by telephone at (800)778-7879 or through its website at [www.adr.org](http://www.adr.org).

As required by 34 C.F.R. § 685.300(e) and (f), regulations promulgated by the United States Department of Education in 2016, we agree to the following modifications of this Agreement to Arbitrate, but only to the extent and so long as the regulations requiring the modifications remain in effect. To the extent either 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 neither we nor anyone else will use this agreement 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 the provision by us of educational services for which the Direct Loan was obtained. 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.

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.

### **General Contract Provision**

***Nature of Agreement.*** This Enrollment Agreement is a legally binding contract. Together with any documentation concerning financial arrangements with MyComputerCareer to pay costs relating to the

Program of Study, this Enrollment Agreement constitutes the entire agreement between student and MyComputerCareer in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter. The MyComputerCareer Catalog is not a contract or otherwise part of the agreement between MyComputerCareer and MyComputerCareer. In the event any aspect of this Agreement is inconsistent with the MyComputerCareer Catalog, this Agreement governs. All pages and provisions of this Enrollment Agreement are binding upon MyComputerCareer only when the Enrollment Agreement is accepted, signed, and dated by an authorized representative of MyComputerCareer.

***Governing Law.*** This Agreement shall be construed according to North Carolina law, without regard to its conflicts of laws provisions. Wherever there is any conflict between any provision

of this Agreement and any present or future statute, law, governmental regulation or ordinance contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and restricted only to the extent necessary to bring them within legal requirements.

***Severability and Right to Waive.*** If any part or parts of this Agreement are found to be invalid or unenforceable by a decision of a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the agreement shall continue in full force and effect. Any or all of the limitations set forth in this Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Agreement.

***Survival of Agreement.*** This Agreement will survive the termination of student's relationship with MyComputerCareer.

***Execution in Counterparts.*** This Agreement may be executed by the parties in separate counterparts, and such counterpart shall constitute the same document. One or more counterparts may be delivered by facsimile or electronic transmission.

### **Student Understanding and Affirmation**

Student hereby affirms and agrees that he or she was completely satisfied with the enrollment process and was provided all information and documentation necessary to make an informed decision regarding whether to enroll at MyComputerCareer prior to signing this Agreement, including a copy of the MyComputerCareer Catalog and the opportunity to sit through an overview of the Program with an Admissions Representative. Student further affirms that he or she has read and understood the materials provided, and understands the services offered by MyComputerCareer and all associated fees, and agrees that the information that has been provided to student orally by MyComputerCareer's representatives is entirely consistent with the information and documentation provided to student in this written Agreement. Student knowingly accepts the risk that he or she may not be satisfied with the Program of Study and agrees that, in such an event, Student's remedies against MyComputerCareer shall be limited to the refund of monies as expressed in this Agreement. Student acknowledges that MyComputerCareer has not financially rewarded student for enrolling in MyComputerCareer.

### **Student Signature**

By signing this Agreement, I certify that I have received, read, and understood the Enrollment Agreement, Student Catalog and all pre-enrollment documentation provided by MyComputerCareer, which has been provided to me in English, and, if my native language is not English, that I have taken the necessary steps to translate the Agreement and documents into my native language. I further certify that I have had ample time to consider the terms and conditions set forth in this Agreement prior to signing, and agree to abide by the terms and conditions contained herein. Finally, I certify that I have provided MyComputerCareer with complete and accurate information.