

### **REFUND and CANCELLATION POLICY**

1. Refund computations will be based on scheduled course time of class attendance through the last date of attendance. Leaves of absence, suspensions and school holidays will not be counted as part of the scheduled class attendance.

2. The effective date for termination for refund purposes will be the earliest of the following:  
a. The last day of attendance, b. The date of receipt of written notice, c. Ten school days following the last day of attendance.

3. Refunds for items of extra expense to the student, such as books, or other supplies will be handled separately from refund of tuition. Books are provided immediately after registration so the student can begin preparation for the class. For full refunds, the school will withhold costs for books (called book pack fee) from the refund since they were necessary to attend the first class.

4. If tuition \* and fees are collected in advance of entrance, and after the expiration of the 72 hour cancellation privilege, and the student does not enter school, not more than \$100 (in addition to the book pack fee) shall be retained by the school.

5. If the student fails to enter the seminar, withdraws, or is discontinued at any time before completion of the seminar, the student may be charged the pro rata portion of tuition based on classes attended, plus the book pack fee (ranging from \$100 to \$250 depending on the course taken, for books sent when you enrolled in the course) with the balance being refunded. The pro rata portion of the tuition will be based on the number of class hours remaining in relation to the total number of class hours in the seminar.

6. A full refund of all tuition and fees is due in each of the cases:

a. An enrollee is not accepted by the school  
b. Any student who cancels the class within 72 hours after registering for the class except for a \$100 administrative charge - assuming the return of books sent to the student - if not the book pack fee applies.

c. If the class of instruction is discontinued by the school and thus prevents the student from completing the class.

d. If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representatives of the school.

7. A student may not collect a refund if the student has completed 50 percent or more of the total number of hours in the portion of the program for which the student has been charged on the effective date of termination.

8. A student who withdraws for a reason unrelated to the student's academic status after the 50 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month

period following the date the student withdrew without payment of additional tuition for that portion of the course or program.

**9. REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE.**

10. A student of the school or college who withdraws from the school or college as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:

11. a. If tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, plus the book pack fee or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;

b. A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or

c. The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:

(1) satisfactorily completed at least 95 percent of the required coursework for the program; and

(2) demonstrated sufficient mastery of the program material to receive credit for completing the program.

12. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s), within 60 days after the effective date of termination.

13. When you register for any class the course books are sent to you to prepare you for the first class session. Therefore if you cancel for just cause a class before it starts or are due any refund, we will refund you the course fee minus a \$100 administrative fee \* and a book pack fee \* ranging from \$100 to \$250 depending on the course (books were sent when you first registered) plus any classes attended pro-rated

14. "Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder"

\* Subject to cost change