



ARBITRATION: As a condition of enrollment, the Student and the School agree to resolve through binding and mandatory arbitration 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 current or former employee(s) of the School (collectively, the “Parties”) that arises, arose, or has arisen out of, or is or was in any way related to, this Enrollment Agreement, the subject matter of this Enrollment Agreement, or the Student’s enrollment, attendance, or educational experience at the School (individually and collectively, a “Dispute”). The Parties are encouraged to make an initial attempt, in good faith, to resolve the Dispute through the School’s student complaint process or other informal means. If the Dispute is not resolved pursuant to the School’s student complaint process or other informal means, then the Dispute will be resolved by binding arbitration between the Parties.

1. Explanation of Arbitration. Arbitration is the referral of a Dispute to an impartial person (an arbitrator) for a final and binding determination of the Dispute. In agreeing to binding and mandatory arbitration, the Parties voluntarily give up certain rights, including the right to pursue a Dispute in court, the right to a trial by a judge or jury, rights to appeal, and other rights that may be available in a court, such as broader discovery rights. As provided by this arbitration provision, the Parties also give up the right to bring or participate in any class action, collective action, private attorney general action, or any other type of action or proceeding in which anyone acts or proposes to act in a representative capacity on behalf of others. If you have any questions about this arbitration provision or the arbitration process, please contact the Campus President.

2. Arbitration Procedures.

(a) The arbitration will be administered by United States Arbitration & Mediation (“USA&M”) or, in the event USA&M 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 USA&M’s Consolidated Arbitration Rules, or the appropriate rules of any alternative arbitration forum selected by the Parties or appointed by a court, except as modified by this arbitration provision. USA&M’s Consolidated Arbitration Rules and other information regarding the USA&M’s arbitration procedures are available from USA&M, which can be contacted by mail at 500 North Broadway, Suite 1800, St. Louis, Missouri 63102, by telephone at 314-231-4642, or through its website at www.usam.com.

(b) Any Dispute shall be heard by a single arbitrator who is an attorney. As a condition of appointment, the arbitrator shall follow all applicable substantive laws (except as otherwise provided in this arbitration provision), shall agree to the terms of this arbitration provision, and shall lack authority not to enforce the terms of this arbitration provision. 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 Enrollment Agreement and this arbitration provision, provided, however, that a court shall have exclusive authority to enforce the Class Action Prohibition. The arbitrator's decision shall be accompanied by a reasoned opinion from which there shall be no appeal.

(c) The place of arbitration shall be in Kansas City, Missouri. Judgment on the arbitral award may be entered exclusively in Kansas City, Missouri. Missouri law shall apply.

(d) The Parties shall each bear their own attorney's fees, costs, and expenses, except that the costs of arbitration, as set forth in the Special Consumer Addendum to USA&M's Consolidated Arbitration Rules, shall be determined by the Special Consumer Addendum.

(e) This arbitration provision governs if there is a conflict with the rules of the arbitral forum.

3. **Class Action Prohibition.** The scope of the arbitration shall be limited to the Dispute between the Parties. The Parties expressly waive all rights to bring any class action, collective action, private attorney general action, or any other type of action or proceeding in which anyone acts or proposes to act in a representative capacity on behalf of others. The arbitrator shall have no authority or jurisdiction to compel, hear, or permit any class action, collective action, private attorney general action, or any other type of action or proceeding in which anyone acts or proposes to act in a representative capacity on behalf of others. By way of illustration and not limitation, neither the Student nor the School can bring a class action against each other or participate in a class action against the other, whether as a named class representative or an absent or putative class member.

4. **Federal Arbitration Act.** 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.

5. **Severability.** If the Class Action Prohibition 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. If any other part of this arbitration provision is found to be illegal or unenforceable, then that part will be severed; however, the remaining parts shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this arbitration provision.

6. **Small Claims Lawsuits Permitted.** Notwithstanding anything to the contrary, this arbitration provision does not prevent the Parties from filing a lawsuit in any small claims court of competent jurisdiction.

7. **Inapplicability to Borrower Defense to Repayment Applications to U.S. Department of Education.** The School cannot require the Student to participate in arbitration or any internal dispute resolution process offered by the School prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e); the School cannot, in any way, require the Student to limit, relinquish, or waive his or her ability to pursue filing a borrower defense claim, pursuant to § 685.206(e) at any time; and any arbitration required by this pre-dispute arbitration agreement tolls the limitations period for filing a borrower defense to repayment application pursuant to § 685.206(e)(6)(ii).