EC-Council University
6330 Riverside Plaza NW Lane, NW, Suite 210
Albuquerque, NM 87120
Voice 1.505.922.2886
Fax 1.505.341.0050

Student Enrollment Agreement

Region 1 - 10% Special Promotion

The purpose of this agreement is to define the rights and responsibilities of both EC-Council University and the student.

Name_____ Phone #_____

Email _____ Government ID # _____

Mailing Address _____
Street or P.O. Box

_____
City State or Province Country Postal code

➔ I am enrolling in the Master of Security Science (MSS) program with an emphasis in:

_____**Information Assurance** *OR* _____**Management**

➔ I will begin classes in **Term 3 of 2015** beginning June 29, 2015.
Tuition is due June 26, 2015.

➔ I am registering for the following courses for my first term:

_____ ECCU 500 Managing Secure Network Systems **Tuition $912.60**

_____ ECCU 505 Intro to Research and Writing for the IT Professional **Tuition $912.60**

Agreement

The standard enrollment conditions for students at EC-Council University are set out below. These conditions comprise part of the Agreement between the student (you) and EC-Council University (the University) regarding the student's program of study. The other parts of the Agreement are any documents referred to in these conditions. This Agreement will take effect when the student accepts the offer to enroll in the EC-Council University program by returning this completed contract and upon payment of the appropriate fees. This agreement supersedes any other document an if any inconsistencies are found this Agreement will prevail.

Student Responsibilities and Rights

The student is required to:

a. participate in lectures, courses, tutorials, examinations, and other activities of the student's program, subject to absence for medical or other prior approved reasons;
b. submit to required deadlines, course work and other assignments, subject to exceptional circumstances such as illness;
c. reach the level of academic attainment required as determined by the faculty;
d. be adequately prepared for any activity which the student are required to undertake outside the University, at all times conducting the student's self in a proper manner;
e. comply with any professional standards applicable to the student's program;
f. abide by any special conditions as set out in the catalog, or otherwise notified to the student by the University;
g. adhere to the highest standards of academic honesty and ethical behavior at all times;
h. notify the University of any changes to the information which the student has submitted on application or enrollment; (for example, a change the student's address) and

i. disclose any criminal convictions.

Failure to comply with the student obligations may result in immediate dismissal from the University.

Maximum Time Frame Students are required to complete the degree within the maximum time frame. The Master of Security Science maximum time frame is 4 years.

Fees and Payment The student are bound by the University's regulations on the payment of fees published in the catalog and on the first page of this document. It is the student's responsibility to ensure that the student's tuition and all other fees relating to the student's program are paid according to University schedules. The tuition and lab fees are published each term and are available to the student at www.eccuni.us. Information regarding refunds in the event of termination of the student's studies and the consequences of non-payment can also be found in the University catalog.

Payment Requirements By signing this agreement, the student agrees to pay the tuition and fees as charged. All fees are in United States Dollars. Students are required to pay tuition one week prior to the first day of classes. If payments are not received within 15 days after the due date, a late fee of $30.00 will be assessed. Additional fees may be assessed if the account is sent to collections.

Tuition and Fees

Application fee	$75
Tuition Region 1- %10	$304.20 per credit hour
Lab fees	$50 (3 Required)
Proctor Now	$15 per exam (5 Required)
Graduation fee	$100

Estimated total degree cost = $11,315.20 + books

All fees are in United States Dollars.

The application fee of $75 is due at the time of the application.

The student's first term tuition (and lab fee if applicable) is due with return of this enrollment agreement.

If a class has a proctored exam, our Remote ProctorNow fee of $15 is paid directly to Remote ProctorNow at the time of the exam.

The Graduation fee of $100 is due upon completion of degree requirements.

Books The University makes every effort to supply students with online books to assist in keeping the cost of education minimal. When possible, we use Books 24×7 and Academia for our course textbooks. Although the student does pay for access to an online library provided by the University, additional book purchases may be required for certain courses. Textbooks are estimated to cost $225-600 + shipping for the entire program for courses which require students to purchase texts.

Tools and Supplies ECCU does not supply students with tools, electronic equipment, or electronic supplies. The student **will need** a computer and reliable internet access.

Eligibility Requirements In order to continue receiving tuition coverage for the Partial Scholarship, there are several guidelines that the student must follow.

a. Complete the admissions process.
b. Maintain Satisfactory academic progress of 3.0 GPA
c. Maintain Continuous Enrollment
d. Pay all fees that may occur
   i. Remote Proctor Now exams ($15 per exam)
   ii. Courses that require labs ($50 per lab)
e. Follow all University policies and guidelines
f. Abide the student code of conduct and responsibilities found in the catalog.

Regular Tuition Rates Region 1 Tuition is $338.00 per credit hour. Failure to maintain the eligibility requirements in this contract will result in loss of the promotional discount. Students who loose their promotion can continue with the program at the regular tuition rate. The regular total degree cost rate for the student's region is $12,618.

Student's Right to Cancel The student has a five-day cooling off period after signing the Student Enrollment Agreement to cancel the agreement and receive a full refund of all monies paid. The cancellation may be done in any manner via mail, phone or email.

Refunds Prior to the Beginning of Instruction Following the five-day cooling off period but prior to the beginning of instruction, a student may withdraw from enrollment. EC-Council University will refund the student tuition and lab fees paid minus a $200 registration fee. Refunds will be made to the student within 30 days of withdrawal request. Withdrawal from a course or the program may be done in any manner via mail, phone or email using the form on the last page of this

document and sent to ECCU or to registrar@eccuni.us.

Refund Policy Tuition refunds are paid when a student pre-pays a portion or all of the tuition for a course or program and then withdraws from the course or program. Tuition refunds are made within 30 days of notice of withdrawal. The student is notified if a balance is due to the University. Tuition refunds for a 12 week term are based on the following schedule. Percentage of tuition refunded to the student minus the application and registration fee:

Week Withdrawn	% refunded
1st week	80%
2nd week	70%
3rd week	60%
4th week	50%
5th week	40%
6th week	30%
7th week	20%
8th week	10%
9th -12th week	0%

Examples of a Refund Calculation

a. Bob returned his enrollment agreement and paid Region 1 tuition for a 3-credit class with a lab fee, totaling $1469. Three days later he withdrew from the program. He received a full refund of $1,469, because he withdrew during the "5 day cooling off period"
b. Sally returned her enrollment agreement and paid region 1 tuition for a 3-credit class with a lab fee, totaling $1,469. The day before classes began she withdrew from the class. During the first week of class students receive a refund of the tuition less the $200 registration fee. Sally received a refund of $1,269.
c. Mohamed returned his enrollment agreement, paid Region 1 tuition for a three-credit class with a lab, Totaling $1,469. On the third week of class he withdrew from the class. In week 3 students receive a refund of 60% of the tuition less the $200 registration fee. Mohamed received a refund of $761.74.
d. Elvis was in his second term of classes. He paid Region 1 tuition for a 3-credit class with a lab. Totaling $1,469. On the third week of class he withdrew from the class. In week 3 students receive a refund of 60% of the tuition. He was not charged the Registration fee because this was not his first term of classes. Elvis received a refund of $881.40

Transferability of EC-Council University Credit
Decisions concerning the acceptance of credits earned at EC- Council University are at the discretion of the receiving institution. Students considering continuing their educations at, or transferring to another institution must **not** assume that credits earned at ECCU will be accepted by the receiving institution. An institution's licensure or accreditation does not guarantee that credits earned at that institution will be accepted for transfer by any other institution. Students must contact the registrar of the receiving institution to determine what credits earned, if any, that institution will accept.

The University's Rights and Responsibilities

The University will provide the student curriculum and instruction with reasonable care and skill. The University will make all reasonable efforts to deliver the program as described in the University Catalog, however, the University must manage its resources efficiently and shall be entitled:

a. to alter the timetable, number of classes, and method of delivery, provided such alterations are reasonable;
b. to make reasonable variations to the content and syllabi of the program;
c. to discontinue the program; and/or
d. to not provide the student's program, or to combine it with others, if the University reasonably considers this to be necessary.

In the unlikely event that the University discontinues or changes the student's program significantly before the student begins classes:

a. the University will inform the student;
b. the student will be entitled to withdraw the student's application by telling the University by phone, letter or email; and
c. the University will make an appropriate refund of tuition and fees the student has paid.
d. The University will make available to the student such learning support facilities and other services it

considers appropriate but may vary what it provides from time to time (provision of library or technology support).

Instructional Materials The books and instructional materials required for completion of each semester are not included in the tuition for each semester.

Terms Revisions The University reserves the right to alter the dates and durations of terms as needed. The University also may cancel courses due to insufficient enrollment. If a course is canceled the student will be notified prior to the start date of the course. The student will be given the option of registering for a different course or receiving a refund.

Program Revisions the University reserves the right to revise program content and sequence to upgrade and enhance the educational product.

The University's Liabilities The University cannot accept responsibility and expressly excludes liability for:

a. any loss or damage to the student's property; Although the University will try to ensure that computer equipment and software available for the student's use has reasonable security and anti-virus facilities and protections, the student use such computer equipment and software provided by the University at the students own risk. The University shall not be liable for loss or damage suffered by the student as a result of the use of any computer equipment or software including any contamination of software or loss of files. and/or
b. death or any personal injury suffered by the student

Termination of Agreement This Agreement will end automatically, subject to the student's rights of internal appeal, if the student's studies with the University are terminated as a result of:

a. action taken against the student in accordance with the University's disciplinary or fitness to practice procedures;
b. a decision of the faculty, based on the student's academic performance; and/or
c. non-payment of fees, in accordance with the University's regulations on payment of fees.

If the student is expelled or dismissed from any university or other organization which the student is required to attend or be a member of as part of the student's program, the University may end this Agreement immediately by written notice to the student. In addition, the University may end this Agreement by written notice to the student in the following circumstances:

a. if, between the student's admission and starting the program, there is a change in the student's circumstances which, in the reasonable opinion of the University, makes it inappropriate for the student to start the program;
b. if the University becomes aware of information about the student which it did not know before (for example, criminal convictions) which, in the reasonable opinion of the University, makes it inappropriate for the student to start or continue the program;
c. if, in the reasonable opinion of the University, the student have failed to provide all relevant information, or have supplied false or misleading information, relating to the student's application for the program.

Termination by the University At its sole discretion, EC-Council University reserves the right to terminate any student who fails to maintain passing grades; fails to make payments as agreed; destroys or damages any property of EC-Council University (the student may be held liable for the repair and or replacement of the damaged property); engages in unlawful unethical or improper conduct or conduct contrary to the best interest of the EC-Council University; or any conduct that reflects discredit on EC-Council University; or demonstrates behavior disruptive of normal classroom discipline.

Requirements on termination of this Agreement If at any time this Agreement terminates:

a. the University shall be entitled to refuse to enroll the student in the student's program (if, at the date of termination, the student has not already enrolled);
b. the University shall be entitled to require the student to stop studying in the student's program and to leave the University immediately (if, at the date of termination, the student have enrolled);
c. the student is required to return all property owned by the University;
d. the student must pay all outstanding fees immediately; and
e. any contract the student has with the University will terminate.

Any action taken by the University under the above provisions will not restrict its ability to take action against the student to which it may by entitled, provided the action taken to terminate the Agreement is in accordance with these conditions or the University's procedures, the University will not be liable for any loss or damage which the student may suffer as a result.

Notices Notices made by the University to the Student under this Agreement shall be in writing and mailed or emailed to the student's home or email address as designated on the student's student records. Letters will be deemed officially served by either hand delivery to the student from Admissions, or after 48 hours being postmarked via USPS. Prompt service may also be given by email to the current email address on file. The student is responsible for notifying the university of changes in contact information.

General If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions. Neither the student nor the University shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond that party's reasonable control, for example fire, flood or industrial dispute.

Non-Discrimination EC-Council University does not discriminate because of race, religion, age, gender, national origin, physical or mental handicap, in any of its academic programs or in any of its employment practices.

Third Parties The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it, by virtue of the contracts.

Law and Jurisdiction This Agreement shall be governed by and construed in all respects in accordance with the laws of State of New Mexico and the parties agree to submit to the jurisdiction of the courts of New Mexico.

Resolution of Disputes EC-Council University (ECCU) recognizes that any dispute that may arise between a student and the University should be resolved as quickly and as amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to the Enrollment Agreement, any amendments or addenda, the catalog, or the subject matter, including any sort of contract claim (individually and collectively). The parties shall make an initial attempt, in good faith, to resolve the dispute in accordance with the Grievance Procedures stated in the ECCU Catalog. The parties acknowledge that this is a transaction in interstate commerce and that the United States Federal Arbitration Act will apply. Any award entered shall be final and binding. If the dispute cannot be resolved through the Grievance Procedure, then the dispute shall be resolved by binding arbitration between the parties.

Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination and is designed for a quick, practical and inexpensive resolution of claims. The arbitration between the student and the EC-Council University (ECCU) will be conducted in accordance with the Commercial Arbitrating Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the United States Federal Arbitration Act, subject to the following modifications:

(a) the arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes;
(b) the site of the arbitration shall be the city in which ECCU is licensed and located;
(c) the substantive law which shall govern the interpretation of this agreement and the resolution of any dispute will be the law of the state where the ECCU is licensed and located;
(d) the arbitration shall not include any party other than the ECCU and the student and shall not be joined or consolidated with any other arbitration;
(e) in determining the appropriate relief to be awarded, the arbitrator shall not have jurisdiction to award
  (i) consequential or punitive damages to any party in the arbitration or,
  (ii) either party its costs, expert witness, or attorney's fees, provided that if either restriction on jurisdiction conflicts with the substantive law applicable to the arbitration, the substantive law with respect to such restriction shall control.

  If attorney's fees are awardable under the substantive law pertaining to the arbitration, then the prevailing party shall be entitled to recover its reasonable attorney's fees. The maximum amount of such fees shall not exceed the ratio of the recovery actually awarded the

prevailing party to the total recovery sought by the prevailing party.

(For example, if a party were awarded one-half of the recovery it sought then the maximum amount of attorney's fees to which it would be entitled would be one half of its actual fees.)

(f) the prevailing party in any of the following matters (without regard to paragraph (e)) shall be entitled to recover its reasonable attorney's fees incurred in connection with such matters;

(g) any motion which any party is required to make in the courts to compel arbitration of dispute; or

(h) any appeal of an arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying or correcting the award. If the student considers the conclusion unsatisfactory, s/he may appeal to the:

New Mexico Higher Education Department 2048 Galisteo, Santa Fe, New Mexico 7505-2100
1-505-476-8400
http://hed.state.nm.us/complaint.aspx

Limitation of Action All arbitration claims musts be filed within 12 months after the date in which the incident giving rise to the dispute occurred; provided that, if the substantive law applicable to the arbitration prohibits the parties from agreeing to this limitation period, then the limitation period under the applicable substantive law shall control. The failure of a party to file an arbitration claim within the applicable limitation period shall constitute a waiver by that party of its rights to bring such a claim and the arbitrator shall have no jurisdiction to hear any claim not filed within such period.

Notice to Student

1. Each page of this Agreement contains conditions, which affect you, the student. It is the student's responsibility to read and understand each page.
2. Do not sign this Agreement before you have read the entire document.
3. Complete the blank spaces on page one and initial each page acknowledging that you have read and understand each page.
4. Keep a copy of this Agreement for future reference and to protect your legal rights.

_____(Initial) I understand that payment deadlines, term dates, degree plans, and the University catalog are available on the ECCU website at www.eccuni.us.

_____(Initial) I have read and agree to these terms and conditions. I understand that I may lose my promotional rate if I do not abide by the guidelines presented in this contract.

Certification and Agreement by the Student

I certify that all information provided about me is accurate and that I have read all pages of this Agreement and will abide by its provisions. I have retained a completed copy of this Agreement and know I can access the current EC-Council University Catalog on line at www.eccuni.us. I understand that this Agreement is a legally binding instrument when signed by me and accepted by EC-Council University. **RECEIPT OF A TRUE EXECUTED (signed) COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE STUDENT.**

_____ _____
Student's Signature Date

EC-Council University Representative Use Only:

I represent EC-Council University and I accept this agreement on behalf of the University.

_____ _____
ECCU Representative Signature Date

SEA 01-01-2015

EC-Council University
6330 Riverside Plaza NW Lane, NW, Suite 210
Albuquerque, NM 87120
Voice 1.505.922.2886
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ECCU Withdrawal Form

Date_____ Student's Name (print) _____

I wish to cancel my Enrollment Agreement with EC-Council University.

Reason for withdrawal _____

Student's Signature _____

Mailing Address _____
Street or PO Box City State or Province Country