



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

This Agreement sets out the rights and responsibilities of the University and the student, creating a framework for the relationship between EC-Council University and the student. The intent is to ensure the student knows what s/he can expect from the University and what the University expects of her/him, thus forming mutual trust and understanding.

Name _____ Phone # _____

Email Address _____

Mailing Address _____
Street or P.O. Box

City State or Province Postal Code Country

I am enrolling in the Master of Security Science (MSS) program.

I will begin classes in **Term** ____ (1, 2, 3, 4, 5) of 20____, I understand that I am expected to graduate within four years after I first enroll.

For term dates, please see the University Calendar on the ECCU website at www.eccuni.us.

Costs of the EC-Council University Master of Science (MSS) Program

Application fee	(one-time, non-refundable)	\$75
Registration fee	(one-time, non-refundable)	\$200
Library fee	(one-time, non-refundable)	\$200
Technology fee	(one-time, non-refundable)	\$200
Lab fee \$50	(for each class with a lab- max 9)	\$450
ProctorNow \$15 per exam	(Approximately 10 in program)	\$150
Tuition per credit*	\$450 x 36 credit	\$16,200
Graduation fee	(paid at the time of graduation)	\$300
Total Program Cost	(fees and total tuition depending number of courses with labs taken)	\$17,775

*Students pay tuition on a course-by-course basis at registration by PayPal or credit card prior to the beginning of each term. Expected completion is two to four years from enrollment.

Books, Tools, and Supplies The University does not supply books, tools, electronic equipment and electronic supplies for each term of instruction. Students must have access to a computer and the Internet. Although the student pays for access to an online library provided by the University, additional book purchases may be required for certain courses. Students who elect to purchase textbooks can expect an additional expense of \$900 - \$1300 over the course of the program plus shipping.



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Agreement

The standard enrollment conditions for students at EC-Council University are set out below. These conditions comprise part of the Agreement between you and the University regarding your program of study. The other parts of the Agreement are any documents referred to in these conditions. This Agreement will take effect when you accept the offer to enroll in the EC-Council University program by returning this completed contract and payment of the appropriate fees. If this Agreement between you and the University is inconsistent with any other document, this Agreement will prevail.

Student Responsibilities and Rights

Student Responsibilities You are required to:

- a. Attend lectures, courses, tutorials, examinations, and other activities of your program, subject to absence for medical or other agreed 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. Behave appropriately while participating in University activities;
- e. Be adequately prepared for any activity which you are required to undertake outside the University, at all times conducting yourself in a proper manner;
- f. Comply with any professional standards applicable to your program;
- g. Abide by any special conditions as set out in the catalog, or otherwise notified to you by the University;
- h. Adhere to the highest standards of academic honesty and ethical behavior at all times;
- i. Provide the University with emergency contact information the University may use at its discretion;
- j. Notify the University of any changes to the information which you have submitted on application or enrollment; for example, a change your address; and
- k. Disclose any criminal convictions.

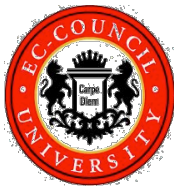
Failure to comply with the student obligations may result in immediate dismissal from the University.

Fees and Payment You 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 your responsibility to ensure that your tuition and all other fees relating to your program are paid according to University schedules. The tuition and lab fees are published each term and are available to you at www.eccuni.us. Information regarding refunds in the event of termination of your studies and the consequences of non-payment can also be found in the catalog.

Payment Requirements Under this agreement, the charge per credit is \$ 450.00 USD. By signing this agreement, you promise to pay the tuition and fees as charged according to your selected payment option. Students are required to pay tuition prior to attending 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.

Student's Right to Cancel As per the U.S. Department of Education policy, 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 letter, phone or e-mail.

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 retain all non-refundable fees paid and will refund the student tuition and lab fees paid minus scholarships and fellowships. Payment will be made to the student within 30 days of withdrawal. Withdrawal may be done in any manner via mail, phone or email to registrar@eccuni.us, using the ECCU Withdrawal form located on the final page of the enrollment agreement.



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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 are based on the following schedule and policies:

Refunds are calculated on a per class basis as follows:

Time in class	Refund due student
1 week	80%
2 week	60%
3 week	40%
4 week	20%
5 week	0%

EC-Council University will retain the \$75 application and \$200 registration, library access and technology non-refundable fees. All fees are in USD. All refunds are based on the amount of tuition and lab fees paid less all non-refundable fees and scholarships or fellowships. The University will refund 100% of any overpayment or pre-payment for future courses. The student is responsible for paying any amount due to the University as a result of underpayment.

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 would 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 you curriculum and instruction with reasonable care. 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 to:

- Alter the timetable, number of classes, and method of delivery, provided such alterations are reasonable;
- Make reasonable variations to the content and syllabi of the program;
- Discontinue the program (if a key member of staff is ill or resigns from the University); and/or
- Withdraw your program or combine it with others, if the University reasonably considers it necessary (if there are insufficient number of students for a viable program offer).

In the unlikely event that the University discontinues or changes your program significantly before you begin:

- The University will inform you;
- You will be entitled to withdraw your enrollment by informing the University via phone, letter or email; and
- The University will make appropriate refund(s) of tuition and fees you have paid.

Library or Technology Support

The University provides online learning support and other appropriate services but is entitled to vary those facilities and services.

Instructional Materials

The books and instructional materials required for completion in each semester are not included in the tuition for each semester. Although some eBook's, articles, and research items will be available through books24x7 and academia.com, instructors may have you purchase additional texts.



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Revision of Academic Terms

The University reserves the right to alter dates and durations of terms as needed. It also may cancel courses due to insufficient enrollment.

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 your property; and/or
- b. Death or any personal injury suffered by you

Although the University will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and software provided by the University at your own risk. The University shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the University, including any contamination of software or loss of files.

Termination of Agreement

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

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

If you are expelled or dismissed from any university or other organization which you are required to attend or be a member of as part of your program, the University may end this Agreement immediately by written notice to you.

In addition, the University may end this Agreement by written notice to you in the following circumstances:

- a. If, between your admission and starting the program, there is a change in your circumstances which, in the reasonable opinion of the University, makes it inappropriate for you to start the program;
- b. If the University becomes aware of information about you which it did not know before (for example, criminal convictions) which, in the reasonable opinion of the University, makes it inappropriate for you to start the program;
- c. If, in the reasonable opinion of the University, you have failed to provide all relevant information, or have supplied false or misleading information, relating to your 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 you in your program (if, at the date of termination, you have not already enrolled);
- b. The University shall be entitled to require you to stop studying in your program and to leave the University immediately (if, at the date of termination, you have enrolled);
- c. You are required to return all property owned by the University;
- d. You must pay all outstanding fees immediately; and



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- e. Any contract you have with the University will terminate.

Any action taken by the University under the above provisions will not restrict its ability to take action against you to which it may be 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 you may suffer as a result.

Notices

Notices made under this Agreement shall be in writing and mailed or emailed to your home or email address as designated on your student records. Letters will be deemed officially served by either hand delivery to you 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.

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 you 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 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 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 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 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 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



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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 (ii) 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 87505-2100
1-505-476-8400
<http://hed.state.nm.us/complaint.aspx>

Limitation of Action All arbitration claims must 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.

RECEIPT OF A TRUE EXECUTED (signed) COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE STUDENT.

Notice to Student

1. Each page of this agreement contains conditions, which affect the student. It is the student's responsibility to read each page.
2. Do not sign this agreement before you have read the entire Agreement.
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.

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 completely filled in 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.

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. The student understands the contractual nature of this document and has retained a copy of this Agreement for her/his record.



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ECCU Representative Signature _____

Date _____

To Withdrawal From EC-Council University

e-mail the form below to: registrar@eccuni.us

or

mail to: EC-Council University
6330 Riverside Plaza NW, Suite 210
Albuquerque, NM 87123 US

or

call: 1-505-922-2886

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