



ENROLLMENT AGREEMENT

EC-Council University
101 C Sun Ave NE, Albuquerque, New Mexico 87109

Page 1 of 5

Enrollee: First Name:		Last Name:		E-mail:	
Program:			Specialization:		
Term Start Date:			Student ID:		
Expected Graduation Date:			Catalog Version Date:		

Upon successful completion of all course requirements and financial obligations to EC-Council University, I, the above-named "Enrollee," sometimes hereafter referred to as "Student", understand that I will be awarded the above-named certificate, diploma, or degree, hereafter referred to as "Program." I am enrolling at the above-named "University" and my program starts on the above-indicated "Start Date."

The standard enrollment conditions for students at EC-Council University are set below. The other parts of the Agreement are any documents referred to in these conditions. This agreement supersedes any other document and if any inconsistencies are found this Agreement will prevail.

The Program I am enrolling in includes on-line courses and will be delivered in a 10-week term.

I understand and agree to the following:

University Acceptance or Rejection of Application for Admission. The University will notify me when all admissions requirements have been met, including any applicable Program-specific requirements as listed in the University Catalog. The University reserves the right to reject admission. The date of acceptance by the University shall be considered to be the date of delivery of the notice of acceptance; if delivered by mail, it is the postmarked date.

Student responsibility for decision. I understand that I have the ultimate decision and responsibility for selecting a university and program of study. Further, although EC-Council University employees are trained to provide me with information about the University's programs, history, performance, and general career-related information, I understand that I alone have the ultimate responsibility to successfully complete the Program and/or secure employment and the University does not guarantee Program completion or post-completion employment.

Estimated time of completion. The recommended class schedule ("My Academic Plan") allows me to plan for upcoming terms and graduation date; however, it is only an estimate. Schedule changes, including the dropping of courses or changes in number of courses taken each term, may impact my estimated graduation date.

Progression of Credential. I understand that this Enrollment Agreement will remain in effect for the entire duration of my continuous enrollment at EC-Council University within the Program I have identified above. I understand that if I choose to move to another credential level or change my specialization within the Program area, this Enrollment Agreement will remain in effect. I further understand that the University will award a degree or credential for any and all programs in which I successfully complete all courses and requirements even if I have withdrawn or otherwise discontinued my enrollment at the University, provided all applicable courses and requirements have been completed.

Revisions. The University reserves the right to add, withdraw, terminate, or revise any course, program of study, provision or requirement for enrollment and/or graduation, student service, educational activity, or online campus operation or location. Program titles, objectives, and course content may be updated periodically by the University. I understand that if any such change is made by the University, the University will attempt to maintain my original graduation date; however, if necessary changes conflict with such scheduled graduation date, I will be scheduled and graduated accordingly.

Transfer of credit to other institutions. I understand that EC-Council University has articulation agreements with other colleges and universities; however, regardless of written transfer agreements, the institution to which I choose to transfer retains the right to determine what, if any, coursework will be accepted. I understand that transfer policies vary by university and major and are subject to change without notice. EC-Council University will assist me with the transfer process by helping provide the documentation and information required by the other university. However, I understand that EC-Council University cannot and does not guarantee another institution will accept the credits I have earned at EC-Council University. Additional information regarding transfer of credit is set forth in the University Catalog. By signing this Agreement, I acknowledge that the credits I earn while at EC-Council University may not be transferable and is at the discretion of the accepting institution.

ENROLLMENT AGREEMENT

Page 2 of 4

Searching for and Securing Employment. I understand that EC-Council University does not make any guarantees regarding my employment prospects or wages upon graduation. I am responsible for seeking job openings, sending resumes, preparing for interviews, and other appropriate actions when actively seeking employment.

Enrollment Status. I understand that I may be terminated from EC-Council University in accordance with the policies listed in the University Catalog. I agree to meet all specified student conduct standards and applicable policies, including Satisfactory Academic Progress and Academic Integrity.

Payment of Tuition and Fees. Tuition and other fees are charged to me as described in the Tuition Structure attachment and are charged, due, and payable at the start of each term for which I am enrolled. Tuition is charged on a term-by-term basis and is calculated based upon the number of credits taken at the end of the drop/add period, whether I have completed my Program as scheduled, am continuing in another program, or otherwise. If I am relying on financial aid to pay tuition, my payment of tuition and fees may be deferred until receipt of such aid. The University's only obligation under this Agreement is to complete courses in the same term that the courses started, and for which the student has paid in full all tuition and fees due. I understand that payment of tuition or other charges is solely for the right to attend courses offered by the University. My tuition obligations are in no way contingent upon satisfactory progress, job placement upon graduation, career success, or the provision of other services or benefits. In addition, I understand that campus or institutional services or benefits provided to students or graduates, if any, are provided strictly at the University's discretion and may be modified or terminated at anytime. Additional information regarding payment of tuition and fees is set forth in the University Catalog at www.eccu.edu.

Changes in Tuition. I understand that the University periodically reviews all tuition and fee structures. The University reserves the right to change tuition and/or fees at any time and to charge the new tuition and/or fees. The tuition and lab fees are published each term and are available to the student in the University catalog at www.eccu.edu. 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.

Re-Enter Policy. I understand that if I withdraw from courses after the first week of the initial term of attendance, without an approved leave or stop out, and then elect to return in a subsequent term, I will be considered a "re-enter" student. Re-entering students are treated as new students for the purposes of tuition, academic program requirements, and graduation standards. For the calculation of satisfactory academic progress, re-entering students are treated as continuing students and must meet progress requirements.

Students 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, fax, or University email.

Cancellation, Termination and Refund Policy. I understand that if I choose to discontinue attending or if I am terminated from the College, I agree to review and follow the Cancellation, Termination and Refund Policy stated in the University Catalog. In addition to the provisions of the University Catalog, 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 or 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.

Refunds Prior to the Beginning of Instruction. Following the cooling off period, but prior to the beginning of the term, a student may withdraw from enrollment, by notifying the Registrar in a documented manner (mail, e-mail, or fax), and EC-Council University shall be entitled to retain up to \$100 or five percent in tuition, whichever is less. All refunds are based on the amount of tuition paid less all fees. Tuition refunds are calculated on a per class basis. Percentage of tuition refunded to the student minus all fees, which are non-refundable, are based on the following schedule. Additional information regarding refunds can be found in the University catalog at www.eccu.edu.

Last Day of Attendance	Percent of Reduction
Withdrawal prior to the first day of classes	100%
Last day of attendance during the first week of classes	100%
Beyond first week but during first 60% of scheduled classes	Daily Proration
Beyond 60% of scheduled classes	No Refund

ENROLLMENT AGREEMENT

Page 3 of 4

Termination of this Agreement. EC-Council University may end this Agreement by written notice to the student in the following circumstances:

1. 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;
2. 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;
3. If, in the reasonable opinion of the University, the student has failed to provide all relevant information, or has supplied false or misleading information, relating to the student's application for the program;
4. If the student is dismissed or expelled from any University, which the student is required to attend to make up deficiencies in order to release a provisional admissions status.

Requirements on Termination of this Agreement. If at any time this Agreement terminates:

1. The University shall be entitled to refuse to enroll the student in courses (if, at the date of termination, the student is not enrolled)
2. The University shall be entitled to require the student to withdrawal from the student's program (if, at the date of termination, the student is enrolled);and
3. All outstanding tuition and fees must be paid immediately.

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

Grievance Procedure. I understand that EC-Council University has a proud tradition of serving students with respect and honesty; however, I am aware that at times differences between students and the University may occur. To address these concerns a Grievance Policy is in place, as specified in the University Catalog, to ensure I will have a adequate opportunity to be heard and have my concerns resolved.

Notice to Student. Each page of this Agreement contains conditions, which affect you, the student. It is the student's responsibility to read and understand each page. Do not sign this Agreement before you have read the entire document. Keep a copy of this Agreement for future reference and to protect your legal rights.

Please read and initial if the following statements are true:

1. I certify that I have reviewed this Enrollment Agreement and all Attachments, and I understand my rights and responsibilities._____(initial)
2. I understand this Enrollment Agreement is a legally binding agreement and it contains all of our understanding, including all of my rights and responsibilities and all of the University's legal obligations to me._____(initial)
3. I understand that my success will depend on my efforts. I also understand that University employees are prohibited from making any oral or written assurances, promises, or guarantees to encourage me to enroll, and I certify that none have been made. This includes matters relating to my academic, financial and career success, or any other benefit I may hope to achieve from my enrollment or training._____(initial)
4. I understand that I can find my required courses as listed in the University catalog or in my degree audit. I also understand that if I take courses outside of my degree plan that they will not count towards meeting my degree requirements._____(initial)
5. I have received a copy of this Enrollment Agreement and I agree to review the University's Catalog located on the EC-Council University website (eccu.edu) before starting courses._____(initial)
6. I understand that any accreditation the University has earned will be listed in the University Catalog._____(initial)
7. I acknowledge that I may have signed additional attachments to this Enrollment Agreement. If so, I have read and understand those documents, and I shall be bound by the disclosures, notifications and requirements

ENROLLMENT AGREEMENT

Page 4 of 4

specified therein._____(initial)

8. I understand that I may cancel my Enrollment Agreement up to five (5) days after the Agreement has been accepted by the University._____(initial)
9. A signed copy of this Agreement delivered in person, transmitted electronically, or transmitted by facsimile shall be the same as delivery of an original._____(initial)
10. I understand there are technical requirements that allow me to access my on-line courses and allow them to function properly. I agree to review the Technology Requirement section of the University Catalog prior to starting courses._____(initial)
11. I agree to access the electronic resource content provided to me through EC-Council University for my own personal educational use only. This content cannot be shared with others, sold, or otherwise distributed. I also agree to follow the academic integrity and conduct/dismissal requirements listed in the University Catalog, including copyright and file sharing provisions._____(initial)

Entire Agreement. This Enrollment Agreement and the attachments to this Enrollment Agreement, which are incorporated by reference, constitute the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements or understandings between the parties as to the subject matter hereof. No further modification of this instrument shall be effective unless in writing and signed by duly authorized representatives of each party hereto.

Rights and Responsibilities. I understand that my legal rights and responsibilities are contained solely in this Enrollment Agreement, the attachments to this Enrollment Agreement which are incorporated by reference, and the applicable EC-Council University Catalog. I have the right to have my Enrollment Agreement fulfilled by the University, but I also have the responsibility to read and understand the entire Enrollment Agreement, all attachments, and the University Catalog, and to comply with the standards and provisions specified therein. No employee or other person is authorized to make any oral or written changes to this Enrollment Agreement, and no agreements, promises, or inducements to enroll are permitted. No other publications, brochures, documents, or any statements by anybody during this enrollment process or any time afterward will change my rights or the University's legal responsibilities and commitments to me.

Notices. Notices made by the University to the student under this Agreement shall be in writing; and delivered to the student's home or email address as designated in the student's records. Letters mailed will be deemed officially served to the student, from the University, after 48 hours of original postmark, or date of delivery via USPS. Notices given by email to the current email address on file will be deemed delivered immediately. The student is responsible for notifying the university of changes in contact information.

Resolution of Disputes. ECCU recognizes that any dispute that may arise between a student and the University should be resolved as quickly and 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 current year's 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.

Dispute Resolution. If the dispute cannot be resolved through the Grievance Procedure, then the dispute shall be resolved by binding arbitration between the parties. The arbitration between the student and the 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:

1. The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes;
2. The site of the arbitration shall be the city in which ECCU is licensed and located;
3. 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 ECCU is licensed and located;
4. The arbitration shall not include any party other than ECCU and the student and shall not be joined or consolidated with any other arbitration;
5. In determining the appropriate relief to be awarded, the arbitrator shall not have jurisdiction to award
 - a. Consequential or punitive damages to any party in the arbitration or,
 - b. 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 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 to

ENROLLMENT AGREEMENT

Page 5 of 4

- c. 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.)
6. The prevailing party in any of the following matters shall be entitled to recover its reasonable attorney's fees incurred in connection with such matters;
7. Any motion which any party is required to make in the courts to compel arbitration of dispute; or
8. 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
2044 Galisteo Street, Suite 4 Santa Fe, New Mexico 78505

1-505-476-8400

<http://hed.state.nm.us/complaint.aspx>

DEAC

(Distance Education Accreditation Commission)

1101 17th St. NW, Suite 808

Washington, DC 20036

1-202-234-5100

www.deac.org

All arbitration claims must be filed within 12 months after the date in which the incident giving rise to the dispute occurred. 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 (12 months) shall constitute a waiver by that party of its rights to bring such a claim. The arbitrator shall have no jurisdiction to hear any claim not filed within such period.

Severability. If any provision of these terms and conditions is determined to be illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of any other provisions. Neither the student nor the University shall be liable for any failure or delay in performing obligations; if it is due to a cause beyond that party's reasonable control.

Signature of Student

Date

Venus Fisher, Chief Academic Officer
EC-Council University

Date