
C. CANCELLATION AND REFUND POLICIES

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: **PreWork:** _____

mm/dd/yyyy

FSSDTP _____

mm/dd/yyyy

2. Cancellation may occur when the student provides a written notice of cancellation at the following address: **400 Corporate Pointe, Suite 300, Culver City, CA 90230**. This can be done by mail or by hand delivery.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled the school will refund the student any pro-rated money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a prorated refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution in writing of the student's withdrawal or as of the date of the student's actual last date of attendance, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.
- The student has failed to attend class for three (3) consecutive days.
- The student fails to return from a leave of absence.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of three (3) consecutive days. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

PREWORK REFUND POLICY

If the Enrollment Agreement is cancelled during the prework phase, the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance during prework. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of three (3) consecutive days. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

Page 3 of 5 _____ (Initial)

D. TERMS AND CONDITIONS – initial after every statement

1. **Catalog:** Information about SABIO is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. SABIO reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Sabio, the Student agrees to abide by the terms stated in the catalog and all school policies. x
2. **Location and delivery modality:** All instruction is residential, meaning it is not offered via Distance Education. Sabio has no current plans to offer its programs via Distance Education. The location of your training is identified at the top of page one. x
3. **Certificate of Completion:** I understand that I will be awarded a Certificate of Completion when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations. x
4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at SABIO is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in FULL-STACK SOFTWARE DEVELOPER TRAINING PROGRAM is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending SABIO to determine if your credits, or certificate will transfer. x
5. **Admissions Requirements:** Student understands that s/he must complete the Pre-Work Assignments as outlined in the Sabio Catalog prior to commencing the program. If Pre-Work Assignments are incomplete, Sabio has the sole discretion to delay or cancel the Student's program enrollment. x
6. **Computer Hardware and Software Requirements:** Student understands that s/he must own a laptop computer that meets the minimum requirements as outlined in the Sabio Catalog. Sabio does not provide computers or IT support beyond verifying Student computers meet minimum requirements. x
7. **Career Services:** Placement assistance is provided. However, it is understood that Sabio does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate. x
8. **Attendance:** Student understands and acknowledges that the FULL-STACK SOFTWARE DEVELOPER TRAINING PROGRAM is very intense and requires consistent attendance and dedication. Students who do not meet the attendance requirements of the program as defined in the Sabio Catalog will be dismissed. Student also understands that the expected out-of-class assignments commitment will be approximately 30 hours per week. In addition, there are four (4) mandatory "meet-ups" during the program. Students will be notified of the dates of mandatory meet-ups at the time of enrollment. x
9. **Questions:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897. x
10. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling 888.370.7589 toll-free or by completing a complaint form, which can be obtained on the bureau's Internet Web site, www.bppe.ca.gov. x
11. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement. x
12. **Books/Equipment:** All supplies for the program selected will be provided by the School at the stated charge. Lost, mutilated, or stolen items will be replaced at the expense of the student. x
13. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur.
 - a. The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
 - b. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid. x
14. **Arbitration:** Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination or validity of these Terms will be submitted to binding, confidential arbitration as prescribed herein. The parties will agree on a single arbitrator engaged in the practice of law within thirty (30) days of receipt of a notice of intent to arbitrate. Such arbitrator will be knowledgeable about student-institution relationships and will conduct the arbitration under the current Commercial Arbitration rules of the American Arbitration Association ("AAA"), unless otherwise provided herein. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration will be conducted in Los Angeles, California. The arbitrator's decision and award will be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereon. Any duty to arbitrate under these Terms will remain in effect and enforceable after termination of these Terms for any reason. x
15. **Student Tuition Recovery Fund:** You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:
 1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
 2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies:

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

Page 4 of 5 (Initial)

a. You are not a California resident, or are not enrolled in a residency program, or

b. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

However, no claim can be paid to any student without a social security number or a taxpayer identification number. x [redacted]

16. **Assessment:** All students are required to take an assessment before being admitted into the Full Stack Software Developer Training Program x [redacted]
17. **Fee Due Date Policy:** Student must pay to Sabio the full tuition amounts the Monday following the assessment results in order to secure a seat in the cohort. Student is not considered accepted or is guaranteed a seat in a cohort until at least 60% of tuition amount is paid in full. x [redacted]
18. **Full Stack Software Developer Program Start Date:** Assessments take place at the end of every calendar month, the twelve-week program begins as soon as the student submits at least 60% of total tuition cost. Meaning, once the institution receives tuition from the student, the student begins to receive additional lab hours, access to Sabio's virtual library, and supplementary material that will be used during the 12-week program. x [redacted]
19. **Sabio Rights:** The undersigned student (the "Student") of Sabio Enterprises, Inc., a California corporation (the "Company"), hereby agrees that in consideration for the Student's participation in a training program offered by the Company, the Student acknowledges that the Company owns all rights, title, and interest in and to all lectures, course materials and job interview materials, all of which are protected by copyright laws and shall not be shared, sold, copied, recorded or reproduced by you by any means for any purpose. x [redacted]

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement. x [redacted]

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet. x [redacted]

Note that Sabio does not participate in the Federal Student Loan program, thus the three-year cohort default rate is not applicable. x [redacted]

Emergency Contact Information

Name: _____

Relationship: _____

Phone No.: _____

Email Address: _____

Mailing Address: _____

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.