ENROLLMENT AGREEMENT

Virginia Beach Campus
5555 Greenwich Road, Virginia Beach, VA 23462
757.671.7171

I elect to enroll in the following program (please choose one): Choose_a_Program

Degree	*Program*	*Concentration*	*Semester Cost*

Semester Credits. Requires a minimum of semesters / weeks to complete.

Full Legal Name	Maiden Name (if applicable)	Social Security Number	Telephone Number

Address	City	State	Zip Code

Start Date (mm/dd/yyyy)	Anticipated Grad Date (mm/dd/yyyy)	Schedule Choices	Other Schedule (write in)
		☐ Day ☐ Evening ☐ Weekend	

In this Enrollment Agreement, the word "Student" means the person applying for the program described above; the words "I", "me", and "my" mean the Student and each and all persons who sign this Enrollment Agreement on behalf of the Student; and the word "ECPI" means ECPI University.

The Student hereby applies for enrollment in the program provided above in this Enrollment Agreement. A one-time non-refundable $45 application fee and a $55 registration fee are required. If this enrollment is NOT ACCEPTED by ECPI, there shall be a COMPLETE REFUND of any monies paid to ECPI less the non-refundable application fee as described in this Enrollment Agreement. I agree to pay for the services/materials subject to the terms and conditions set forth in this Enrollment Agreement.

STUDENT ACKNOWLEDGEMENTS

This Enrollment Agreement, the Financial Plan, and the School Catalog, together with other published ECPI policies, procedures, and student conduct codes, shall constitute the entire agreement between Student and ECPI. I understand and agree that these written documents supersede any prior or contemporaneous oral or written statements and may not be modified without the written agreement of the ECPI Campus President.

I have had the opportunity to review the eCatalog at: http://ecpi.smartcatalogiq.com/ and/or received a CD with an electronic version of the School Catalog, the provisions of which I accept including without limitation its grounds for termination.

I have read and understand all provisions of this Enrollment Agreement and I have been given a copy of it for my records. I understand that my enrollment and ECPI's obligations under this Enrollment Agreement (except the Refund Policy and Cancellation Policy sections below) may be terminated by ECPI if I fail to comply with ECPI's attendance, conduct, academic, and/or financial requirements.

By signing below, I confirm my agreement to the terms and conditions outlined on all five pages of this Enrollment Agreement, which include the Tuition and Fee Schedule, and the School Catalog. This Enrollment Agreement shall not be binding until it is accepted by ECPI.

X _____ _____
Student Signature Date (mm/dd/yyyy)

STUDENTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent or guardian and this Enrollment Agreement must bear his/her signature.

I certify I was present during the interview. I understand the terms and conditions of this Enrollment Agreement and, if accepted by ECPI, I agree to be responsible for its terms.

X _____ Please Choose One _____
Signature Relationship Date (mm/dd/yyyy)

This Enrollment Agreement shall become a legal and binding document once it is signed on behalf of ECPI.

☐ *Accepted by* ☐ *Rejected* ☐ *Provisional Acceptance* *Remedial Course(s) required:* Please choose one

_____
Signature of ECPI University Campus President or his/her designee Title Date (mm/dd/yyyy)

The Tuition and Fee Schedule is included with this Enrollment Agreement and provides a complete list of applicable fees and charges related to enrollment at ECPI. All institutional charges are subject to the Refund Policy below.

A separate financial plan exists and, if elected, a student payment plan which complies with the Truth in Lending Regulation Z; these documents also are part of the Enrollment Agreement.

All students attend ECPI on a full time basis, unless an exception is approved by a campus official. The semester is 15 weeks and is comprised of three five-week terms of instruction. The academic year is two (2) semesters. Students are enrolled on a semester-by-semester basis and are obligated only for the semesters they attend.

If Student needs financial assistance, Student understands that this Enrollment Agreement is not an application for such assistance and agrees to promptly (in no event later than 10 business days from the date Student signs this Enrollment Agreement or five (5) business days before the commencement of instruction, whichever occurs first, unless ECPI expressly consents to additional time) submit all information as required by ECPI in order to apply for this assistance. Student understands that such financial assistance may come from various sources including without limitation governmental grants, governmental loans, loans from private lending institutions, and financing from ECPI, and Student authorizes ECPI to provide all information which is submitted by Student to any and all such financial sources for consideration. Student agrees to cooperate fully with ECPI and any such other financial source in seeking such financial assistance. If such needed financial assistance is not obtained, Student understands and agrees that ECPI has no responsibility to allow the Student to begin and/or continue instruction.

ADDITIONAL TERMS AND CONDITIONS

I UNDERSTAND THAT:

1. Upon submission of application information satisfactory to ECPI and ECPI's further acceptance in writing of this Enrollment Agreement, this Enrollment Agreement will constitute a binding contract and both ECPI and I will abide and be bound by its terms.
2. Student agrees that ECPI may sell this Enrollment Agreement or any associated evidence of indebtedness to a bank or other third party. No such transaction will alter the Refund Policy contained in this Enrollment Agreement.
3. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI. Any such change that affects the cash price of the program in which Student is enrolled will be optional to the Student and will not be mandatory for graduation provided the Student does not go on a leave of absence or otherwise interrupt consecutive instruction.
4. ECPI may, at its sole discretion, allow Student to commence instruction prior to the payment of all amounts due and the availability of any needed financing. It is understood, however, that notwithstanding any such action, ECPI retains its right to terminate the enrollment of Student without additional cause until Student has complied with all terms of this Enrollment Agreement.
5. The University reserves the right to terminate a student's enrollment for any of the following academic and non-academic reasons: failing grade on transitional mathematics or writing courses (MTH099/096, or ENG099/096), nonconformity with the University's policies and regulations including parking; unsatisfactory academic progress; unsatisfactory attendance; failure to submit course work as scheduled; failure to comply with rules as stated in the University's Catalog; nonpayment of tuition; conduct damaging to facilities; or disruption of academic processes (see Catalog, Academic Review Board, Termination and Enrollment Agreement).
6. ECPI does not guarantee, has made no representations, and cannot be held responsible for the transferability of courses completed at ECPI to any other institution. The transfer of credit is solely at the discretion of the institution which Student plans to attend.
7. It is understood and agreed that ECPI cannot guarantee and has made no representations regarding employment for Student at any time.
8. Student authorizes ECPI to publish photograph(s), film(s), or video(s) at any time in which Student appears for advertising or public relations purposes without any compensation whatsoever to Student.
9. All charges due to ECPI, regardless of type, are due and payable unless deferred by ECPI as of the first date of class for any program.
10. Student consents to receiving notifications regarding all required consumer information (safety reports, curriculum updates, receipts for federal assistance, academic progress, financial aid counseling, etc.) via his/her ECPI assigned email account which can be accessed from any PC at ECPI and elsewhere.
11. REFUND POLICY

    Definitions: As used in this Refund Policy, these terms shall have the following meanings:

    "Semester" is the period for which students are charged and is defined in this Enrollment Agreement. An academic year consists of two (2) Semesters.

    "Tuition and Fees" means the stated program price for a Semester or portion of a Semester if less than a Semester remains in the Student's program, together with textbooks, sales tax, and other fees charged by ECPI.

    Start Date Postponement: In the event a program start date is postponed by ECPI, Student is entitled to a full refund of all monies paid to ECPI if requested by Student within fifteen days of Student's receipt of notice of such postponement.

    The University reserves the right to discontinue a program of study for enrollment or other factors. In the event that a student has not commenced study in the discontinued program, the student may transfer to another program and all monies paid will be applied to the new enrollment. In the event that a student has completed coursework within the discontinued program of study, the student will be provided an opportunity to complete all outstanding coursework at the University and earn the appropriate credential for that program.

X

Student Signature | Date (mm/dd/yyyy) | Parent/Guardian Signature | Date (mm/dd/yyyy)

CANCELLATION POLICY:
Student may cancel this Enrollment Agreement, without any penalty or obligation, within three (3) business days from the date Student signs below. If Student cancels in accordance herewith, any payment made by Student under this Enrollment Agreement and any negotiable instrument executed by Student in connection herewith will be returned within 30 days following receipt by ECPI of such cancellation notice excluding the non-refundable application fee, and any security interest arising out of this Enrollment Agreement will be voided. If cancellation is effected under this clause, Student shall have the right to apply for reinstatement within 12 months from the date signed by Student on page one of this Enrollment Agreement, at which time a credit will be given for all monies paid but not previously returned to Student, if any. To cancel this Enrollment Agree- ment, Student must mail or deliver a signed and dated copy of Student's written cancellation notice to ECPI at the campus location noted on page one of this Enrollment Agreement no later than midnight on _____

If Student cancels before the end of the first 10 calendar days of his/her first Semester, ECPI will refund all money less the non-refundable application fee and registration fee. Thereafter, the refund for each Semester will be the larger of (a) the refund, if any, required by state law, or (b) the refund, if any, required by federal law, and (c) the ECPI Refund Policy.

Refund Calculation: If termination occurs in the first 10% of the Semester, ECPI will refund 90% of the Tuition and Fees. If termination occurs after 10% and up to 35% of the Semester, ECPI will refund 60% of the Tuition and Fees. If termination occurs after 35% and up to 70% of the Semester, ECPI will refund 30% of the Tuition and Fees. ECPI shall retain the non-refundable application fee and the registration fee from each refund. If termination occurs after 70% of the Semester, no refund will be made.

*South Carolina Student Refund Calculation: If withdrawal or termination occurs within the first semester or there are mitigating circumstances (serious illness, death, military service) refund will be as follows: if termination occurs in the first 10% of the first semester, ECPI will refund 90% of tuition and fees. If termination occurs after 10% and up to 20%, ECPI will refund 80% of tuition and fees. If termination occurs after 20% and up to 30%, ECPI will return 70% of the tuition and fees. If termination occurs after 30% and up to 40%, ECPI will refund 60% of tuition and fees. If termination occurs after 40% and up to 50%, ECPI will refund 50% of tuition and fees. If termination occurs after 50% and up to 60%, ECPI will refund 40% of tuition and fees. If termination occurs after 60% and up to 70%, ECPI will refund 30% of tuition and fees. If termination occurs after 70%, no refund of tuition and fees will be made. Subsequent semesters fall under the ECPI standard refund policy stated in the prior paragraph above.

*Maryland resident students, attending online, Refund Calculation: if termination occurs in less than the first 10% of the semester, ECPI will refund 90% of the tuition and fees. If termination occurs at 10% and up to but not including 20%, ECPI will refund 80% of the tuition and fees. If termination occurs at 20% and up to but not including 30%, ECPI will refund 60% of tuition and fees. If termination occurs at 30% and up to but not including 40%, ECPI will refund 40% of tuition and fees. If termination occurs at 40% and up to but not including 60%, ECPI will refund 20% of tuition and fees. If termination occurs at 60% or above, no refund will be made. If the ECPI Standard Refund Policy results in a greater refund, it shall apply.

Federal Return of Funds Requirement: The Return of Title IV calculation is delayed if Student provides written confirmation, on or before last day of attendance, of an expected re-entry date before the end of the current semester.

The calculation for the return of Title IV aid funds is determined by Student's last date of attendance. The number of days completed is divided by the number of days in the Semester to identify the percentage of time Student has completed. This would be the percentage of aid earned by Student. If Student withdraws at 60% or more of the current Semester, no return of the Title IV aid funds for that period is required as Student is considered to have earned 100% of the Title IV aid funds received. If Student's last date of attendance is before completing 60%, this percentage is multiplied by the total amount of Title IV aid received or could have been received (for this period) to arrive at the amount of earned aid. The difference between the amount of earned aid and the amount of Title IV aid is the amount of unearned aid.

The amount of aid ECPI is responsible for returning: Institutional charges (tuition, books, and fees for the entire Semester) are multiplied by the percentage of unearned aid to determine the amount ECPI is responsible to return. The amount ECPI is responsible to return is compared to the total amount of unearned aid; the lesser amount is then returned to the applicable student aid program (see below for refund order). This refund amount is then charged to Student's account and depending on the results of the Refund Policy, it is possible to have a tuition balance owed to ECPI for the unpaid portion of tuition, books, and fees.

*Unsubsidized Stafford Loan
*Subsidized Stafford Loan
*Perkins Loan
*PLUS (Parent) Loan
*PLUS Loan
*Pell Grant

The amount of unearned aid Student is responsible for returning: Student is responsible for returning any portion of the unearned aid that is not part of the required return from ECPI. Any unearned aid that came from Title IV loans, Student will be responsible for repaying those funds according to the terms of the promissory note.

Payment of Refunds: Any refunds due under the foregoing provisions to the Student who properly cancels, withdraws, is discontinued, or fails to return from an approved leave of absence, will be refunded within 60 days of the last date of attendance or within 60 days of the date Student failed to return from an approved leave of absence. Refunds due per the U.S. Department of Education will be made within 59 days of the last date of attendance or 45 days from the date of official withdrawal, whichever is earlier. Refunds due by Student to other entities will be made within their required time- frames, but never more than 60 days after the last date of attendance.

Special Cases: In case of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, ECPI shall make a settlement that is fair.

Students who have not visited ECPI prior to enrollment may with- draw without penalty within three (3) days following either their scheduled class orientation or following a tour of ECPI and its facilities, whichever is earlier.

12. ARBITRATION AGREEMENT: In an effort to resolve any dispute, claim and/or controversy between Student and ECPI arising out of or relating to this Enrollment Agreement and/or the breach, termination, enforcement, interpretation or validity thereof as expeditiously and economically as possible, the parties hereto agree that any such dispute, claim and/or

X_____

Student Signature Date (mm/dd/yyyy) Parent/Guardian Signature Date (mm/dd/yyyy)

controversy which cannot first be resolved in accordance with ECPI's Student Complaint / Grievance Procedure shall be determined solely by binding arbitration pursuant to the Federal Arbitration Act. Any such arbitration shall be held before a single arbitrator, conducted in the city and state in which Student is enrolled and administered by the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules, including its Supplementary Procedures for Consumer-Related Disputes (collectively, the "Rules"). The appointment of the arbitrator and conduct of the arbitration proceedings, including without limitation the introduction of evidence, the exchange of documents and related materials by and among the parties and the use of witnesses at any hearing(s), shall be carried out in accordance with the applicable provisions of the Rules. Information about the arbitration process is available from AAA by visiting www.adr.org or by phoning 1.800.778.7879. Nothing herein is intended to preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from filing an individual action in small claims court. The parties agree that any judgment or award of an arbitrator rendered pursuant hereto may be entered in any federal or state court having jurisdiction thereof. For purposes of this arbitration provision, "ECPI" shall be deemed to mean and include all entities controlling, controlled by and/ or under common control with ECPI as well as the respective employees, directors, agents, shareholders, predecessors, successors and assigns of the foregoing.

The parties further agree that by entering into this agreement to arbitrate, each party is waiving the right to trial by jury or to participate in a class action.

In addition, the parties hereto agree that:

a) This agreement to arbitrate is intended to be broadly interpreted. It shall apply to all disputes, claims and/or controversies between Student and ECPI of any kind or nature and whether any such dispute, claim and/or controversy arises from or related to, without limitation, (1) a matter of contract, tort, statute, fraud, misrepresentation and/or any other legal theory or (2) any objection to arbitrability or the existence, scope, validity, construction or enforceability of this agreement to arbitrate.

b) The agreement of the parties to arbitrate as provided in this provision shall survive the termination for any reason of this Enrollment Agreement.

c) Student shall have the right to opt-out of and reject this arbitration provision by giving to ECPI written notice of Student's election of such right and rejection of this arbitration provision so long as such written notice is (1) mailed by Student to ECPI at 5555 Greenwich Road; Virginia Beach, VA 23462; Attention: Legal Counsel and (2) actually received by ECPI no later than thirty days following the date of Student's execution of this Enrollment Agreement.

d) If Student initiates arbitration pursuant hereto, ECPI agrees that it shall pay, on behalf of Student, one-half of the Initial Filing Fee (as defined and provided in the Rules) applicable for a claim in an amount of up to $10,000.00. The foregoing notwithstanding, Student agrees that the arbitrator may provide for a reimbursement by Student to ECPI of such payment by ECPI in the event it is determined that Student's claim was frivolous as contemplated by the rules of procedure applicable thereto. If the amount of Student's claim exceeds $10,000, the arbitration filing fee and the fees of the arbitrator shall be paid by the parties as provided by the Rules or by specific ruling by the arbitrator.

e) The parties agree that this Enrollment Agreement evidences a transaction which involves interstate commerce; accordingly, the Federal Arbitration Act, and not any state law, governs the interpretation and enforcement of this arbitration provision. In the event any portion of this arbitration provision is found or held to be invalid and/or unenforceable, such finding or holding shall not affect the remaining portions of this arbitration provision, all of which shall remain in full force and effect. All aspects of the arbitration including its resolution at all times shall remain strictly confidential.

f) Any state or federal court with jurisdiction and venue may enter an order enforcing this arbitration provision, enter judgment upon the arbitrator's award and/or take any action authorized under the AAA. For any arbitration-related proceedings in which courts are authorized to take action under the AAA, each party expressly consents to the non-exclusive jurisdiction of any court of general jurisdiction or any state court of equity that is reasonably convenient to Student, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

IMPORTANT WAIVERS:
STUDENT AND ECPI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN STUDENT'S OR ECPI'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless Student and ECPI agree otherwise, the arbitrator may not consolidate more than one person's claim(s) and may not otherwise preside over any form of a representative or class proceeding.

University Administration
5555 Greenwich Road, Virginia Beach, VA 23462
(757) 490-9090

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OF SERVICES OBTAINED PURSUANT HEREUNDER OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

X_____

Student Signature Date (mm/dd/yyyy) Parent/Guardian Signature Date (mm/dd/yyyy)

ENROLLMENT AGREEMENT

TUITION AND FEE SCHEDULE

2013-2014 Academic Year

Effective November 4, 2013

Full Legal Name

Degree | Program | Concentration

The following Tuition and Fee charges are per Semester for the academic year; the Tuition and Fees are subject to annual review and ECPI reserves the right to make changes in Tuition and Fees.

Tuition

Full time[1] (12-18 semester credits) per semester
Three-quarter time (9-11 semester credits) per semester
Half-time (6-8 semester credits) per semester
Quarter-time (1-5 semester credits) per semester

Veterans

Students who are receiving benefits under the Veteran's Administration programs are charged per credit hour. This is calculated by dividing the above Full Time tuition by 12 credits, and billed up to a maximum of 12 credits in a semester so to not exceed the maximum Full Time Semester charge. Students who attend a Semester at a less than Full Time rate are charged the Semester rate divided by the minimum number of credits applicable for that enrollment status [nine (9) for Three-Quarter time, six (6) for Half Time, three (3) for Quarter time]. The charge per credit amount is the same and will not exceed the maximum charge for that semester based on enrollment status. Please see the VA coordinator for assistance with these benefits.

OTHER FEES (all students-required)

Application Fee, one time non-refundable fee	$45
Registration Fee	$55
Background Check Fee, applicable programs	Fee Varies
High School, GED or College Transcript Request Fee	Fee Varies
Learning Resource Fee,[2] per semester (including tax)	$345

Includes the use of required textbooks, electronic textbooks, equipment, learning platforms and mobile computing device with damage insurance.

OTHER FEES (medical students-required)

Drug Screening	As required by various states or campuses/price varies
NCLEX Review Course, nursing programs	$50
Physical Exam/Shots/PPD	Variable by location and insurance
RN, PTA, and DMS pre-requisite/individual subject courses	$200 each

OTHER FEES (all students - optional)

Change of Program Fee	$100
Course Challenge Fee, per subject area	$275 ($200 refunded if credit is not awarded)
Re-entry Fee	$100
Schedule Change Fee, per change	$25
Licensing and Certification Exam Fee, per exam, first attempt only (technical programs)	$15
Licensing and Certification Exam Fee, per exam, first attempt only (medical programs)	25% of certification costs
Transcript fee, per copy	$10 for urgent handling and $5 for normal processing

1 All students attend ECPI on a full time basis, unless an exception is approved by a campus official.

2 As a result of the ECPI University GREEN commitment and to provide the best value in education resources, ECPI has implemented textbook recycling and extensive use of electronic textbooks. Students may be allowed to keep textbooks for their core courses and required concentration courses or retain the electronic version for an extended period when an ebook is utilized. All other textbooks are available for purchase at cost, if desired. Most courses have online resources available and many courses utilize mobile computing technology. If a mobile device is unintentionally damaged and not lost/stolen, it may be repaired one time while enrolled at ECPI without additional charge. Additional incidents or loss will incur actual repair or replacement cost.

I understand and accept the above Tuition and Fee Schedule, and I understand that I may be asked to sign a new Tuition and Fee Schedule for each academic year.

X

Student Signature | Date (mm/dd/yyyy) | Parent/Guardian Signature | Date (mm/dd/yyyy)

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CONSUMER CREDIT INSTALLMENT AGREEMENT and DISCLOSURE STATEMENT

Virginia Beach Campus
5555 Greenwich Road, Virginia Beach, VA 23462
757.671.7171

In this Consumer Credit Installment Agreement (this "Agreement"), _____ ("Student"), by signing below, agrees to purchase from ECPI University ("ECPI"), goods and services as listed in the separate Enrollment Agreement dated _____ between Student and ECPI (herein referred to as the "Enrollment Agreement") and which is incorporated herein by reference, and to pay ECPI for such goods and services on the terms and conditions set forth in this Agreement.

In this Agreement, the words "I", "me", and "my" mean the Student. The words "you" and "your" mean ECPI, which is the creditor under this Agreement.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my down payment of
0.000%				

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due

Late Charge: If a payment is more than 10 days late, I will be charged the lesser of $6 or 5% of the late amount.

"E" means an estimate.

Itemization of Amount Financed	
1. Cash price	_____
Less: Cash Down Payment from Buyer	_____
	_____
2. Amount Financed	_____

Amount Financed is applied as follows:	
1. 1st Academic Year-Tuition, Text, Fees	_____
2. Subsequent Periods-Tuition, Text, Fees	_____
3. Total	_____

The provisions on the reverse side are part of this Agreement.

I agree that ECPI may check my credit history and request a consumer credit report. I acknowledge that I have read, accepted and received a completed copy of this Agreement, including the provisions on the reverse side, before signing below.

X_____ _____ _____

Student Signature | Date (mm/dd/yyyy) | Social Security Number

By signing below, I agree to be responsible for any and all payments under this Agreement to the same extent as if I were signing this Agreement as the "Student". To the extent permissible under applicable law, I waive any right I may have to require you to proceed against the Student or any other person. I agree that ECPI may check my credit history and request a consumer credit report. I acknowledge that before signing below as Co-Signer, I have read, agreed to and received both (i) a completed copy of this Agreement, including the provisions on the reverse side, and (ii) a separate Notice to Co-Signer.

X_____ _____

Co-Signer Signature | Date (mm/dd/yyyy)

_____ _____ _____

ECPI University Signature | Title | Date (mm/dd/yyyy)

1. **Promise to Pay.** I agree to pay to you the Total of Payments, by installments in the number and amounts shown on the reverse side.

2. **Default Provisions.** I agree that (i) if I fail to make a payment within ten (10) days of the due date, you may, at your option, declare the entire unpaid balance hereunder (including any accrued but unpaid finance charges and all late charges due), less refund (if any) provided for in the Enrollment Agreement, to be immediately due and payable in full. In addition, I agree that if I leave ECPI for any reason prior to the scheduled due date of the final payment as shown on the reverse side, whether due to graduation, or withdrawal, or cancellation by me, or involuntary termination of my enrollment by ECPI in accordance with applicable policies, or because I fail for any reason to obtain by the first day of class, or by any later date to which ECPI may agree in writing, financial aid from third parties in at least the amount specified on the front of the Enrollment Agreement, then the entire unpaid balance hereunder (including accrued but unpaid finance charges and all late charges that may be due), less refund (if any) provided for in this Enrollment Agreement, will be immediately due and payable in full;

   (ii) if the entire unpaid balance hereunder (including any accrued but unpaid finance charges and all late charges that may be due), less refund (if any) provided for in the Enrollment Agreement, is not paid in full by the earlier of (a) 10 days after the date on which it is declared or becomes immediately due and payable in full pursuant to Section 2(i) above, or (b) 10 days after the scheduled due date for the final payment hereunder, then I will be deemed to be in default, and I agree to pay interest at the rate of eight percent (8%) per annum or the maximum rate permitted by applicable law, whichever is less, on the unpaid balance of the Total of Payments from time to time outstanding;

   (iii) interest under Section 2(ii) above will accrue until all amounts due have been paid in full and in accordance with ECPI's then current policies;

   (iv) to the extent permitted by applicable law, to pay your reasonable attorneys' fees and collection costs incurred in the collection of any amounts due by me hereunder; and

   (v) if ECPI accepts a delay in payment in any instance, this does not waive ECPI's right to require timely payment in another instance.

3. **Right to Pay Early.** I may prepay all or part of the amount due under this Agreement at any time. If I make a partial prepayment, I agree that you may apply it to the scheduled payments in the reverse order of maturity.

4. **Assignment.** ECPI may assign this Agreement and/or its rights under this Agreement to anyone ECPI wishes. I agree that I may not assign this Agreement to anyone without your prior written consent.

5. **Entire Agreement.** This Agreement, together with the Enrollment Agreement and the School Catalog, constitutes the entire agreement between the parties, and cannot be altered or modified in any way except in writing signed by the parties hereto.

6. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

7. **Partial Invalidity.** If any part of this Agreement is held invalid, the remainder will not thereby be invalidated and shall remain in full force and effect.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.