

TERMS AND CONDITIONS FOR PAYMENT

DESIGN INSTITUTE OF SAN DIEGO

Last Updated: August 14, 2020

THESE TERMS AND CONDITIONS (THIS “AGREEMENT”) CONSTITUTE A LEGALLY BINDING AGREEMENT MADE BETWEEN YOU (“USER” OR “YOU”) AND DESIGN INSTITUTE OF SAN DIEGO (“DISD” OR “WE” OR “OUR”), CONCERNING YOUR ACCESS TO AND USE OF THE ONLINE PAYMENT SERVICE (THE “SERVICE”) TO MAKE PAYMENTS TO US. BY AUTHORIZING A PAYMENT TO DISD THROUGH THE SERVICE, YOU SHALL BE DEEMED TO HAVE ACCEPTED THIS AGREEMENT. WE RESERVE THE RIGHT TO AMEND THIS AGREEMENT AT ANY TIME WITHOUT GIVING PRIOR NOTICE. IT IS THE RESPONSIBILITY OF THE USER TO HAVE READ THE THIS AGREEMENT BEFORE USING THE SERVICE.

ONLINE PAYMENT SERVICE

Online Payment Service Provider

The Service is provided through Braintree, a service of PayPal, Inc., or another online payment service provider through a secure third party website.

Use of the Service by User

With respect to each payment made to DISD using the Service, User agrees and warrants as follows:

1. Each payment made by User through the Service will be accurate and complete;
2. User authorizes the online payment service provider to withdraw the authorized funds from User’s debit card, credit card, or bank account for payment to DISD of the amount designated by User and for payment of any applicable fees;
3. User is responsible for ensuring that sufficient funds are available with respect to the applicable debit card, credit card, or bank account provided by User at the time of making the applicable payment to DISD; and
4. User will not submit any payment to DISD through the Service using a debit card, a credit card, or bank information that User is not lawfully authorized to use to make such payment.

CANCELLATION AND REFUND POLICY

Student’s Right To Cancel

You may cancel Your enrollment agreement at any time 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 days in the current payment period in Your program through the last date of attendance. Cancellation will occur when You provide written notice of cancellation or by Your conduct, including, but not necessarily limited to, lack of attendance. Written notice should be sent to the following address: Design Institute of San Diego, 8555 Commerce Avenue, San Diego, CA 92121. This can be done by mail or by hand delivery. If You subsequently request cancellation, You will be refunded all monies paid to DISD minus the enrollment fee of \$100 (for returning students) or \$75 (for new students), within 45 days after notice of cancellation is received.

Pro Rata Refund For Complete Withdrawal

After the end of the cancellation period, You also have the right to withdraw from DISD at any time; and You have a right to receive, a pro-rata refund if You have completed sixty (60) percent or less of the program, minus the \$100 Enrollment fee (for returning students) or \$75 (for new students).

If You withdraw before Your first scheduled class, You will receive a full tuition refund minus the \$100 enrollment fee (for returning students) or \$75 (for new students).

Refunds will be calculated from the date of the last class You attended. Adjustments are based on the total semester tuition whether payment has been made in advance or on the Deferred Payment Plan.

You may withdraw from DISD after instruction has started and receive a pro rata refund for the unused portion of the tuition and other refundable charges if You have completed 60% or less of the instruction. For example, if You complete only 30 hours of a 90-hour course and paid \$300 tuition, You would receive a refund of \$200.

$$\left\{ \begin{array}{l} \$300 \\ \text{amount paid} \\ \text{for instruction} \end{array} \right\} \times \frac{\begin{array}{l} 60 \text{ clock hours of instruction} \\ \text{paid for but not received} \\ 90 \text{ clock hours of instruction} \\ \text{for which the student has paid} \end{array}}{90} = \left\{ \begin{array}{l} \$200 \\ \text{refund} \\ \text{amount} \end{array} \right\}$$

After 60% of the semester there is no refund.

If DISD cancels a course, DISD will make a full refund of all charges.

Refunds due You will be made within 45 days from the date of Your withdrawal.

Federal Title IV financial aid or other tuition assistance is earned pro-rata up to 60%, based on attendance. Any funds DISD returns to the Title IV programs will result in You owing DISD charges that were originally paid for by federal funds. Tuition refunds will be made in the following order:

- A) Federal Direct Unsubsidized loans
- B) Federal Direct Subsidized loans
- C) Federal Direct Plus loans
- D) Federal Pell Grants
- E) Federal Supplemental Educational Opportunity Grant (FSEOG)
- F) Other Sources of Aid
- G) Student

You will be responsible for the repayment of any overpayment of monies disbursed to You for non-tuition educational expenses. The repayment of such monies, if any, will be made by You to the appropriate agency account or individual. You are entitled to a refund of any monies not paid from federal student financial aid program funds.

If You are eligible for a loan guaranteed by the federal or state government and You default on the loan, both of the following may occur:

- (1) The federal or state government loan guarantee agency may take action against You, including applying any income tax refund to which You are entitled to reduce the balance owed on the loan.
- (2) You may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

Partial Drop Tuition Credit

DISD does not issue refunds for partial drops.

If You drop one or more courses without fully withdrawing from DISD, You will receive a Partial Drop Tuition Credit to be used the following semester only.

Partial Drop Tuition Credits are determined from the date of written notification to the Registrar.

Partial Drop Tuition Credit schedule is as follows:

First week of the semester	80% credit
Second week of the semester	80% credit
Third week of the semester	80% credit

No Tuition Credit is available for dropped courses after the Third week of the semester.
 No Tuition Credit will be issued for a drop from 15-12 units.

DISCLAIMERS

Neither the online payment service provider nor DISD provides any assurances or guarantees that the information You provide through the Service will be secure. You understand and agree that any personal data (including debit card, debit card, or bank account information) You transmit over the Internet may be susceptible to misuse, hacking, theft and/or fraud. DISD does not accept or assume, and expressly disclaims any liability resulting from any unauthorized access to the information You provide in connection with using the Service.

Neither DISD or the online payment service provider will be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message.

NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE OPERATION OF THE SERVICE ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT THE OPERATION OF THE SERVICE MAY INVOLVE BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL DISD OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH ANY USE OF THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS OR ALTERATION OF TRANSMISSIONS OF ANY DATA SUBMITTED THROUGH THE SERVICE OR ARISING FROM SUSPENSION OR TERMINATION OF THE SERVICE, EVEN IF DISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

RELEASE

In the event that you have a dispute with the online payment service provider, you shall and do hereby release DISD and its employees, directors, officers and agents from claims, demands and damages (direct and consequential) of every kind and nature, whether known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

GOVERNING LAW; VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of California. You agree that all claims, actions, disputes, causes of action, controversies and/or lawsuits arising out of or related in any respect to this Agreement and/or the Service shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over San Diego County, State of California; subject, however, to the right of DISD, at the DISD's sole

discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user.

MODIFICATIONS

DISD may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on Our website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you submit payment using the Service after any such modification becomes effective. DISD may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that You regularly review this Agreement. You agree that you will periodically check Our website for updates to this Agreement.