

Monterey College of Law
100 Col. Durham Street; Seaside, CA 93955
(831)582-4000

Student Enrollment Agreement

Prior to beginning classes, all students must read and agree to this Student Enrollment Agreement (the "Agreement"). The Agreement contains the terms and conditions of the contract under which the student enrolls and participates in programs for educational services at Monterey College of Law ("The Law School"), whether enrolled at the main campus of Monterey College of Law ("MCL"), San Luis Obispo College of Law ("SLOCL"), Kern County College of Law ("KCCL"), Empire College of Law ("ECL"), the Hybrid Program("HJD") or in another affiliated school or program. Among other terms, the Agreement establishes that course registration creates a financial obligation for specified tuition and fees, contingent only upon Law School policies regarding withdrawal, refund, and non-payment. Students should read this agreement and its incorporated rules and policies carefully before signing, and direct questions regarding the agreement to the Business Office at (831) 582- 4000 ext 1013 or henglish@montereylaw.edu.

Enrollment

I understand and agree that registration for a course or courses at MCL, SLOCL, ECL, KCCL, and/or HJD constitutes an agreement to abide by all terms and conditions of this Agreement and all rules and policies of the Law School, incorporated herein as they may be modified from time to time. I authorize the Law School to charge me tuition, fees, other designated charges, and any additional costs or expenses that I have authorized to be posted to my account. I understand and agree that regardless of any expected reliance by me on any third-party resources, including financial aid, employer reimbursements, scholarships, or any other external resource, I am personally responsible for paying any and all balances due to the Law School in a timely manner. This agreement constitutes a continuing agreement obligating me to pay all outstanding balances due to The Law School, even balances remaining after completing my degree or leaving the Law School for any reason (withdrawal, dismissal, expulsion, etc.).

Accreditation

Monterey College of Law is accredited by the Committee of Bar Examiners of the State Bar of California.

Candidacy for Accreditation by the WASC Senior College and University Commission (WSCUC)

Monterey College of Law has been recognized as a Candidate for Accreditation by WASC Senior College and University Commission (WSCUC), 1080 Marina Village Parkway, Suite 500, Alameda, CA 94501, 510.748.9001. This status is a preliminary affiliation with the Commission awarded for a maximum period of five years. Candidacy is an indication that the institution is progressing toward Accreditation. Candidacy is not Accreditation and does not ensure eventual Accreditation. Questions about Candidacy may be directed to the institution or to WSCUC at <https://www.wscuc.org/contact> or 510.748.9001.

Term

During the annual registration period, the Law School enrolls students in required courses for Fall, Spring, and Summer semester courses for each academic year or during other designated registration periods as the Law School determines. Students may add elective classes during the summer elective registration period and may apply for clinical classes during the clinical application period. I understand that adding or dropping classes or clinics may change the total annual tuition due to the law school.

This Agreement, and any subsequent modifications to the standard enrollment agreement, constitutes a continuing agreement regarding the terms and conditions of my contract with the Law School. It is effective for enrollment for the academic year 2023-2024 and subsequent years unless replaced, modified, or terminated.

Tuition and Fees

I agree to pay the Law School the total tuition, fees, and other charges applied to my account as consideration for enrolling and participating in the Law School academic programs. "Annual tuition" is the sum of the tuition due for the academic year that includes Fall, Spring, and Summer semesters. "Total tuition" due for the program is the sum of tuition for all semesters of enrollment. Fees include the application fee, the reservation fee, the consolidated annual student fees, individual course fees (including materials and other fees), graduation fee, and fees for late registration, late payments, add/drop, 3rd party deferred tuition, makeup exams, and other designated fees included in the Student Handbook or websites.

Fees for the academic year are the sum of the fees due for each semester (Fall, Spring, and Summer) of enrollment. Total fees due are the sum of fees for all years and semesters of enrollment. Auditors and visitors may be required to pay additional or different fees, which are subject to change. A complete list of tuition rates and fees can be found in the Tuition and Fees section of the Student Handbook and on the website.

Authorization

I authorize the Law School and their respective agents and contractors to contact me regarding my student account using the contact information I have provided the Law School, which I agree to keep up to date, both during and after enrollment. This authorization may not be withdrawn except as provided by law.

Withdrawal, Cancellation, and Refunds

I agree that course registration creates a financial obligation to the Law School, regardless of attendance and participation, completion, GPA, passing, or failure, or any dispute about the nature or quality of services. The tuition refund policy is only effective upon receipt of an official withdrawal notice and completion of the Law School's withdrawal process. The date of withdrawal is the date an official withdrawal notice was received by the Law School if the student timely completes all steps of the Law School's withdrawal process. Nonattendance is not withdrawal and does not qualify a student for any refund. Students who need to take a leave of absence must apply and be approved for leave before the leave can become effective. Students whose enrollment or admission is canceled by the Law School remain responsible for all charges incurred through the date of cancellation. For additional details, see the Withdrawal from Courses, Withdrawal from Law School, Rescission of

Admission, Tuition Credit Policy, Leave of Absence, and other sections of the Student Handbook.

Payment Options

Students have five payment options. Students may:

1. Pay in installments by Semester Payments.
2. Pay on the Tuition Installment Plan (TIP). The TIP plan splits the total tuition and fees due into equal monthly payments. The TIP payment plan includes a 5% fee calculated on the total cost for each academic year. Students on the TIP payment plan will make payments each month, due by the 10th of each month.
3. Pay in Full by the Start of the Term.
4. By Sallie Mae Loan <https://www.salliemae.com/student-loans/graduate-student-loans/law-school-loan/>
5. Pay by VA Loan or other qualified program as approved.

Students will receive an invoice by email from the Business Office with their individual tuition rates after registration is complete. Students must select a payment option by responding to this email and identifying their payment plan choice. Students may change their payment plan or payment option by contacting the Business Office at (831) 582- 4000 ext 1013 or finance@montereylaw.edu.

Failure to Pay & Collections for Nonpayment

I agree that failure to pay in accordance with the payment option chosen will result in delinquent status and consequent effects and limitations. Students with delinquent accounts are not permitted continued access to school resources, procedures, and services, or to continue their studies until the delinquent amount is paid in full. I understand that if my account should lapse into delinquent status, among other effects, I will not be allowed to register for future courses until my bill is paid. I also understand that it is the Law School's option to place delinquent accounts with an outside collection agency if I don't make scheduled payments, and I agree to reimburse the Law School the fees of any collection agency, which may be based on a percentage of the debt, and all costs and expenses, including reasonable attorney's fees, that the Law School incurs in collection efforts regarding my account.

Course Materials, Technology, Software, and Services

I understand that tuition and fees do not include the cost of books, course and study materials, technology, software, tutoring, or technology support or other services, which are my responsibility. The Law School's good faith estimate of the cost of required study materials not included in tuition and fees is provided in the Disclosure of Consumer Information posted on The Law School website from time to time. I agree I am solely responsible for all expenses involved in accessing the school and program, including appropriate computer equipment, an Internet service provider, and related software.

Intellectual Property, Privacy, and Participation

I agree that, to the maximum extent permitted by applicable law, all educational content, lessons, lectures, assignments, model answers, exams, answers, responses, and other material (to the extent used to participate

in educational content offered by or through the Law School), and intellectual property of other type or format (IP) is and shall be the exclusive property of the Law School. I agree not to use or disclose any IP for any purpose other than participation in the Law School's educational programs. I agree that my voice and/or image, including image backgrounds, may be broadcast and/or recorded by the Law School at any time I join or participate in courses, classes, activities, lectures, or other events at the Law School. I waive any and all present or future privacy, ownership, and compensation rights to the use of the above stated material(s) and grant the Law School the right to utilize and/or reproduce images, photographs, likenesses, and/or my voice in any manner consistent with its purposes and applicable law.

I agree that the Law School may disclose other information about me for legal or regulatory purposes, including but not limited to academic, disciplinary, enrollment, statistical, and demographic information, or if addressing my own statements or actions, without incurring liability of any kind, including in circumstances where my identity cannot be protected. I acknowledge and agree that my name and email address may be available to other students enrolled at the Law School. I agree not to use or disclose the name, contact information, or any other information about any other student ("Student Information") without such student's written consent. Misuse of Student Information is a form of academic misconduct. I understand that if the Law School determines that I have misused student Information of any other student, I may be subject to disciplinary action.

I recognize that The Law School, including all its affiliated physical and online campuses, are private educational institutions. I understand and agree that admission, enrollment, access to campuses, classes, and facilities, and participation in education and other activities at the Law School are privileges granted at the Law School's discretion, subject to contractual agreements and policies contained in this Agreement and elsewhere. My speech and actions will at all times comply with this Agreement and the Law School's policies.

Required Dispute Resolution and Damages for Breach by the Student

I agree that any claim or dispute arising from my admission and/ or enrollment, no matter how sourced, styled, pleaded, or described, shall be resolved by binding arbitration conducted in San Jose, California, by ADR Services, Inc. under its then-current rules and in accord with this Agreement and the Law School's policies. If ADR Services, Inc. is not available, another third-party arbitrator or arbitration service will be engaged. The award rendered by the arbitrator may be entered in any court having jurisdiction. *By signing below, I acknowledge and understand that, to the maximum extent permitted by applicable law, I am waiving my rights to civil litigation and a trial, including by jury.* This provision does not prohibit me from filing a complaint with any appropriate state or federal agency.

I acknowledge and agree that my breach of this required dispute resolution agreement will cause the Law School substantial economic damages and losses due to irreparable and immediate reputational and other harm that the filing of a lawsuit would cause, whether or not the suit is later dropped or dismissed. I agree that nothing in this section is intended to limit the Law School's right to obtain injunctive and other relief.

Transfer of Credit Limitations

Students seeking transfer credit from the Law School for prior law study are advised that such credit and a student's plan of study incorporating transfer credits is contingent upon the Law School's receipt of an evaluation by the State Bar of California and compliance with other policies. The Law School does not imply, promise, or guarantee the transferability of earned credits from or to any other institution. Acceptance of transfer of academic credits is solely determined by the receiving institution.

Program Changes Incorporated in Agreement

I agree that the Law School has the right, at its discretion, to make changes in the technology, program requirements and content, faculty members, materials, policies, procedures, handbooks, accreditation, registration, catalog, schedules, tuition, fees, and sequence of courses in the program at any time, and that these changes become part of this agreement upon the effective date specified by the Law School, or upon the date of next enrollment if a date is not specified.

Disclosure of Licensing Limitations

I acknowledge that: (i) practicing law in California requires that Enrollee fulfill all licensing requirements set forth by the State Bar of California, Committee of Bar Examiners, including, without limitation, a compliant legal education, a positive outcome on the moral character determination, passage of the First Year Law Students' Exam or exemption from that requirement, passage of the Multistate Professional Responsibility Exam, and passage of the General Bar Exam of the State of California; and (ii) Other states have different requirements, and may not accept the legal education from The Law School as compliant legal education for bar admissions purposes; and (iii) the Law School has not and will not make any promises regarding my ability to meet such licensing requirements in any state.

Grievance Procedures

Enrollee complaints and grievances may be directed to the Law School via the Monterey College of Law Grievance Procedure in the Student Handbook. Complaints and grievances may include misconduct, administrative issues, financial issues, grading, and any other concerns. Complaints and grievances will be addressed as set forth in the Monterey College of Law Grievance Procedure or related policies, and a decision will be made and communicated as described in that policy. The decision will be final and binding, and I agree to comply with it.

Applicable Law

I agree that this Agreement and the services and transactions it encompasses shall be governed by the laws of the State of California, without regard to conflicts of laws, and as such laws are applied in connection with agreements entered into and wholly performed upon in California by residents of California.

Warranty Disclaimer and Limited Liability Agreement

I AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) The Law School EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED; AND (B) The Law School WILL NOT

BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO The Law School BY THE STUDENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (II) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR NATURE, EVEN IF The Law School HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION AND LIMITATIONS SET FORTH ABOVE, IN WHICH EVENT ONLY THOSE EXCLUSIONS AND LIMITATIONS SPECIFICALLY PROHIBITED BY LOCAL LAW WILL BE INAPPLICABLE. IN THAT EVENT, SUCH PROVISION OR PROVISIONS SHALL BE DEEMED SEVERED FROM THE REMAINDER OF THIS AGREEMENT AND REPLACED WITH A VALID AND ENFORCEABLE PROVISION AS SIMILAR IN INTENT AS REASONABLY POSSIBLE TO THE PROVISION SO SEVERED, AND SHALL NOT CAUSE THE INVALIDITY OR UNENFORCEABILITY OF THE REMAINDER OF THIS AGREEMENT.

Non-Waiver, and Effects of a Breach by the Student

I agree that, except as specifically provided in this Agreement, no failure or delay by any party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; any actual waiver must be contained in a writing signed by the party against whom enforcement of such waiver is sought. Violation of program policies, procedures, standards, and requirements constitutes my breach of this agreement and may, at any time, result in loss of credit, involuntary dismissal from a course or program, discipline, or other effects. I understand that The Law School reserves all rights, including the right to cancel this agreement and my admission and enrollment at any time for my breach of this agreement.

Merger, Entire Agreement, and Effect of Findings of Invalidity of a Provision

I agree that this Agreement constitutes the entire agreement between The Law School and me, and no verbal statements or promises will be recognized or enforced. It incorporates by reference school policies, in the Student Handbook and elsewhere, as they may from time to time be added to or changed. In the event that any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of this Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

Acknowledgement and Agreement to a Contract that is Legal and Binding

I hereby acknowledge that I have read this Agreement and fully understand it. By signing below, I agree to admission and enrollment, and that (1) this Agreement is a valid, legally binding instrument, and that (2) I understand and agree to my rights and responsibilities and intend to be bound by this agreement and all its terms, including school policies, as they may from time to be modified, as incorporated herein; (3) I understand The Law School's withdrawal, cancellation, and refund policies and agree to timely pay all outstanding balances that I may incur with The Law School at any time; (4) I have had adequate and reasonable opportunity to consult with an attorney of my choice regarding this Agreement and (5) I have read, understood, and consented to the Disclosures of Consumer Information posted on The Law School's website before executing this Agreement.