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## 1.0 Terms and Conditions

- 1.1 The following enrollment terms and conditions (the "Terms and Conditions") constitute an agreement between Saint Louis University (the "University") and students enrolling in INTO Saint Louis University, LLC (INTO SLU) programs, and shall become effective upon students' completion of the Confirmation Process in accordance with Section 4.0 herein. These Terms and Conditions, as may be amended or revised by the University at any time in its sole discretion and without notice to the student, supersede any and all prior promises, representations and warranties, whether written or oral, made by or on behalf of the University about the subject matter contained herein. Therefore, students are advised to carefully read all of these Terms and Conditions.
- 1.2 In addition to these Terms and Conditions students are subject to: (i) all policies, procedures, rules, regulations, and community standards for behavior established by the University, as may be established, amended, or revised by the University at any time in its sole discretion and without notice, and (ii) all United States municipal, state, and federal laws, rules and regulations.
- 1.3 The University may assign in whole or in part any benefit or burden of these Terms and Conditions in its sole discretion and without notice.

## 2.0 Definitions

*"Academic English"* means an academic English language program designed to prepare students for the rigors of undergraduate, graduate, and professional level study in the United States.

*"Confirmation Process"* means the process which students who have received an offer of admission from the University must follow to confirm their acceptance of the University's offer of admission as set forth in Section 4.0 of the Terms and Conditions.

*"Pathway"* means any undergraduate, graduate, and professional program offered students by INTO SLU designed for students who wish to matriculate to a University undergraduate or graduate degree program.

*"Program"* means a program of study offered by INTO SLU including, without limitation, Pathway and Academic English programs.

*"Published Start Date"* means the starting date of a Program published in the then current, official INTO SLU brochure.

*"Study Plan"* means students' intended Program or Programs of study submitted by students when applying for admission to INTO SLU and the time required to complete their Program or Programs. Students with Study Plans comprised of a Pathway Program and an Academic English and/or other INTO SLU Program will be issued an I-20 visa based upon the time required to complete the Programs which comprise their Study Plan.

## 3.0 Application for Admission

- 3.1 Students applying for admission to a Program must fully complete the application for admission and submit it to the INTO Application Processing Center.

## 4.0 Confirmation Process

- 4.1 Completing the Confirmation Process denotes the student's acceptance of these Terms and Conditions, and ensures admitted students' enrollment in the Program or Programs to which they have been admitted and, where applicable, a housing reservation. Completing the Confirmation Process ensures a student's housing reservation; it does not guarantee the student's housing selection.
- 4.2 Students who are admitted to a Program will receive an offer of admission letter (the "Offer Letter") from the University. The Offer Letter will include a form which the student must sign and return and where applicable remit any required tuition or other deposit to per the instructions in the Offer Letter to accept the University's offer of admission and complete the Confirmation Process.

## 5.0 Deposits

- 5.1 The Offer Letter will state what if any deposit must be paid by the student to complete the Confirmation Process. Deposit amounts will vary by Program and the number of Programs which comprise the student's Study Plan.
- 5.2 Following completion of the Confirmation Process, deposits will only be refunded if a student fails to meet entry visa requirements as evidenced by an official visa rejection letter which must be received by the University prior to the Published Start Date of the student's Study Plan.

## 6.0 Payment in Full, Fees and Refunds

- 6.1 Any outstanding Program balance and required fees must be paid in full by the student four (4) weeks prior to the Published Start Date of the student's Program or if the student's Study Plan is comprised of more than one (1) Program before the Published Start Date of the Program that begins first (the "Payment Deadline"). Students will not be permitted to register for Program classes until the University has received payment in full.
- 6.2 Students applying for a scholarships from a government sponsor who have yet to receive their scholarship funds must either (i) pay the remainder of their tuition balance and outstanding fees in full by the Payment Deadline, or (ii) provide the University with an official letter of financial guarantee from the government sponsor prior to the Payment Deadline or they will not be permitted to register for Program classes. The Official Letter of Guarantee must specify that the guarantee will cover the entire Study Plan.
- 6.3 The University may, in its sole discretion, permit a student who has provided the University an unofficial letter of financial guarantee from a government sponsor prior to the Payment Deadline to register for Program classes; provided however, that in such a case, if the student does not provide an official letter of financial guarantee by the first day of classes of their Study Plan the student's enrollment will be withdrawn by the University.
- 6.4 The University will invoice government sponsors for the portion of the student's tuition and fees covered by their scholarship. Following payment in full from the government sponsor the student will be refunded any credit balance in the student's account.
- 6.5 Refunds will be made to the original account using the original payment method. INTO SLU will determine, on a case by case basis and in its sole discretion, if any refund payments can be made to a student.

## 7.0 Overdue Payments

- 7.1 Students who are not applying for a scholarship from a government sponsor who do not expect or will not be able to pay their outstanding tuition balance and required fees by the Payment Deadline must contact the University to see if arrangements might be made for later payment. Arrangements for later payment must be authorized in writing by the University, and such authorization may be granted by the University in its sole discretion.
- 7.2 In cases of overdue payment where arrangements for later payment have not been authorized by the University, the University may in its sole discretion (i) withdraw the student's enrollment, and/or (ii) charge interest on the student's outstanding balance at a rate of 1.3% per month with an Annual Percentage Rate (APR) of 12%.

## 8.0 Cancellation, Suspension and Dismissal Fees

- 8.1 Except as provided in Sections 8.2 and 8.3, Students who cancel their enrollment in a Program at any time or arrive at the University after the Published Start Date of their Study Plan will not be given a refund of Program tuition, fees or deposits and will be charged a \$2,000 cancellation fee.
- 8.2 Students that fail to meet the conditions of their Offer Letter and their offer of admission is withdrawn will not be subject to a cancellation fee provided, that at least four (4) weeks prior to the Published Start Date of the student's Study Plan, the student notifies INTO SLU in writing of their failure to meet these conditions accompanied with documentation evidencing that the conditions have not been met.
- 8.3 Students that fail to meet United States entry visa requirements will not be subject to a cancellation fee provided, that at least four (4) weeks prior to the Published Start Date of the student's Study Plan, the student notifies INTO SLU in writing of their failure to meet the requirements and provides INTO SLU accompanied with an official visa rejection.
- 8.4 Students who are suspended or dismissed from INTO SLU for any reason will not be given a refund for Program tuition and fees, and will be charged \$2,000 cancellation fee.
- 8.5 Students covered by the University health plan who cancel their enrollment, have their enrollment withdrawn for non-payment in accordance with Section 6.3 or are suspended or dismissed from INTO SLU for any reason may receive a pro-rata refund of their policy premium minus the University's administrative fee.

## 9.0 Study Plan Changes and Withdrawal Fees

- 9.1 Students who wish to make changes to their Study Plan must do so prior to the Published Start Date of the Program they wish to change. Students who make changes to their Study Plan will be charged a \$250 administrative fee for each change. Students who are enrolled in a Pathway Program and change their Pathway Program to a lower cost program will not receive a refund of the difference.
- 9.2 Students who withdraw from a Program after its Published Start Date will not be given a tuition refund or a refund for any Program fees.

## 10.0 Transfers

- 10.1 Tuition payments made by students transferring to an INTO partner school will be transferred to the INTO partner school to which the student is transferring provided that the student has made a request to transfer prior to the Published Start Date of their INTO SLU Program.
- 10.2 Students who transfer to an INTO partner school after the Published Start Date of their INTO SLU Program will not receive refund of Program tuition and fees for the then current semester and any tuition payments made by students in excess of the cost of tuition for the then current semester will be transferred to the INTO partner school to which the student transfers.

## 11.0 Late Registrations

- 11.1 Students registering on or after the first day of classes for the semester will be assessed a \$250 late registration fee in addition to any other applicable University fees.

## 12.0 Student Housing Accommodations

- 12.1 Except as otherwise expressly provided in this Section, all undergraduate students enrolled in Pathway Programs who intend to matriculate to a University degree program and students enrolled in Academic English who intend to progress to a Pathway Program are required to live in University student housing for the first four (4) semesters (excluding summer) they are at the University.
- 12.2 All University student housing assignments are made at the discretion of the University's Director of Housing and Residence Life. Students who are not assigned housing on the University's campus will be provided housing accommodations that are within walking distance of the campus. Such accommodations will be provided to students at the University's then current housing rate.
- 12.3 Due to decreased occupancy in University student housing and the performance of scheduled maintenance during holiday periods and the summer semester the University may require students to relocate to other University housing accommodations during these periods.
- 12.4 Students must sign the University's Housing and Residence Life Contract and must abide by the terms and conditions thereof and the then current Housing and Residence Life Handbook. The Housing and Residence Life Handbook may be found at: [www.slu.edu/housing](http://www.slu.edu/housing)
- 12.5 Undergraduate students enrolled in Pathway Programs who intend to matriculate to a University degree program and students enrolled in Academic English who intend to progress to a Pathway Program may request an exemption from the requirement to live in University housing in the following circumstances:
  - (a) The student will be residing with a parent or legal guardian within a distance of fifty (50) miles of the University's campus and the student has provided the University with a notarized letter signed by the student's parent or legal guardian prior to the beginning of each academic year in which the student would be required to live in University housing.
  - (b) The student's parent's or legal guardian's permanent residence is not within a distance of fifty (50) miles of the University's campus and the student can demonstrate to the reasonable satisfaction of the University that being held to the residency requirement will create a significant financial hardship. Withdrawal of family contribution (support) may not be criteria for an exemption.
  - (c) The student is married as documented by a marriage certificate or license recognized as legally valid in the United States.
  - (d) The student has dependent children who are in the student's custody and care. A copy of the children's birth certificate must be provided at the time of the request for the exemption.
  - (e) The student has a health condition and residing in University housing would have a deleterious impact on the student's health as a result, and the student has provided the University a letter from their treating physician or therapist detailing (i) the student's diagnosis, (ii) the student's treatment plan and specifically how it relates to the student's living accommodations, (iii) a description of the living environment factors and features necessitated by the treatment plan and (iv) the rationale for them. The letter must be on the therapist or treating physician's office letterhead signed, and dated not more than three (3) months prior to the date on which the exemption is requested.
  - (f) The student is twenty-one (21) years of age or older as of the first day of classes for the semester for which the exemption is requested.
  - (g) The student has completed two (2) or more years of active military service. A copy of the student's military record evidencing that the student has completed two (2) or more years of active military services must accompany the student's exemption request.
- 12.6 Students requesting an exemption from the housing requirement for any of the above circumstances must complete the Residency Exemption Request Form and submit it to the University's department of Housing and Residence Life as part of the Confirmation Process. The form may be found at: [http://www.slu.edu/Documents/student\\_development/residence\\_life/Residency%20Exemption%20Request%20Form\(1\).pdf](http://www.slu.edu/Documents/student_development/residence_life/Residency%20Exemption%20Request%20Form(1).pdf)

## 13.0 Housing Accommodations Changes and Cancellations

- 13.1 Students applying for University housing must pay a deposit as provided in their Offer Letter, and the student will be responsible for all housing charges for the entire period specified in the student's Offer Letter. Housing cancellations will result in the following charges and cancellation fees:
  - (a) The cancellation fee for students cancelling at least four (4) weeks prior to the Published Start Date of their Program or Study Plan will be the loss of the student's housing deposit.
  - (b) The cancellation fee for students cancelling less than four (4) weeks prior to the Published Start Date of their Program or Study Plan will be the greater of the student's housing deposit or the established individual daily room rate for the remainder of the student's housing contract.
  - (c) Students who cancel their housing prior to the fulfillment of the Study Plan will not receive a housing refund. Note: Undergraduate Pathway students who cancel their housing prior to fulfillment of the housing requirement set forth in Section 12.1 of these Terms and Conditions will not receive a housing refund.
  - (d) Students who are dismissed or suspended from their Program or University housing will be charged the cancellation fees outlined in their Housing and Residence and Life Contract.
  - (e) Students who fail to arrive without notifying INTO SLU will not receive a housing refund.
- 13.2 The charges and cancellation fees set forth Section 13.1 may be waived by the University, in its sole discretion, under the following circumstances:
  - (a) The student completes their entire Study Plan.
  - (b) The student has an unforeseen, documented medical condition which necessitates their living in non-University accommodations. In such cases the student must meet the requirements in Section 12.5(e).
  - (c) The student suffers significant and unforeseeable financial hardships outside of the student's reasonable control.
  - (d) The student is unable to meet entry visa requirements, subject to the University being provided an official visa rejection letter.
- 13.3 Students must petition the University to receive a waiver of cancellation in the circumstances set forth in Section 13.2. If a waiver is granted by the University it shall not become effective until the student has vacated their housing accommodations. The student may be subject to charges if the student's accommodations have not been properly cleaned and for damages to the accommodations, its fixtures and furnishings.

## 14.0 Late Arrivals

- 14.1 Students are expected to arrive and begin their Program by the Published Start Date. Any late arrivals must receive prior written approval from the University, which approval may be granted by the University in its sole discretion.
- 14.2 Except as otherwise provided herein, deposits, tuition payments, accommodation payments, and any other costs and fees will not be refunded for late arrivals and late arrival fees may apply. Revisions to students' Study Plans due to late arrival will result in additional tuition costs and the student will be assessed a \$250 administrative fee in accordance with Section 11.1, and may result in additional accommodations costs to the student.
- 14.3 There are strict deadlines for Program Start Dates. Unapproved late arrivals may result in the student not being able to attend classes for the semester, or the student may not be permitted to enter the United States or may be required to return to their country until the next available semester.

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## 15.0 Program Start Date Deferrals

- 15.1 Student requests to defer Program start dates must be received four (4) weeks prior to the Program's Published Start Date.
- 15.2 Program start date deferrals must be authorized in writing by the University, such authorizations being granted by the University in its sole discretion. Students may receive up to two (2) deferrals of their Program start date before being charged a \$300 Program deferral fee.
- 15.3 An express mail fee, the amount of which shall be determined by the University in its sole discretion, will be charged each time express mail is used by the University to send a student documents related to a Program deferral.
- 15.4 Students requesting to defer their Program start date less than four (4) weeks prior to the Program's Published Start Date will be subject to a \$2,000 Program cancellation fees.

## 16.0 University Community Standards and Policies

- 16.1 Students are required to observe the policies, rules, requirements, and community standards for behavior of the University, and all United States municipal, state, and federal laws, rules, and regulations. The University's community standards and student behavior policies may be found on the Office of Student Responsibility and Community Standards website at: <http://www.slu.edu/office-of-student-responsibility-and-community-standards>

## 17.0 Equal Opportunity and Diversity

- 17.1 It is the policy of the University to provide equal opportunities to all prospective and current members of the student body, faculty, and staff on the basis of individual qualifications and merit without regard to race, color, sex, religion, age, handicap, national origin sexual orientation or gender identity. This non-discrimination policy also applies to all programs and activities covered under Title IX, which prohibits sex discrimination in higher education. The University strives to provide educational opportunities for minorities and women in the undergraduate student body which reflect the interest, individual merit and availability of such individuals. The University ensures equality of opportunity and treatment in all areas related to student admissions, instruction, employment, placement accommodations, financial assistance programs, and other services.
- 17.2 The University neither affiliates with nor grants recognition to any individual, group, or organization having policies that discriminate on the basis of race, sex, religion, age, sexual orientation, gender identity, handicap, or national origin. Information on the implementation of the policy and/or the Title IX Amendment should be addressed to Office of Institutional Equity and Diversity at Saint Louis University One North Grand, St. Louis, Missouri 63103

## 18.0 Non-Academic Appeals

- 18.1 In support of the University's commitment to *cura personalis* or "care for the whole person," the Office of the Ombuds is committed to serve as a fair and impartial intermediary to connect undergraduate and graduate students to resources, explore solutions, and provide appropriate conflict resolution to address non-academic student grievances. Located within the Dean of Students' Office, the Office of the Ombuds is a safe environment for students to share their concerns. The role of the Ombuds is to listen to concerns, help identify options for navigating through difficult matters, provide information on University policies and procedures, make appropriate referrals, and work to facilitate a fair resolution of issues.

## 19.0 Airport Pick-up

- 19.1 Students must request an airport pick-up from INTO SLU at least three (3) weeks in advance of their scheduled arrival date or INTO SLU cannot guarantee an airport pick-up reservation.
- 19.2 In the event that a student's flight is cancelled or delayed, the student must call the Airport Arrival telephone number published in the INTO Pre-Departure Guide and notify the INTO SLU Arrival and Housing Team of the their circumstances and new arrival time.

## 20.0 Academic Standards and Criteria

- 20.1 Students are accepted to their INTO SLU Program with the strict understanding that their progression through and successful completion of their Program are conditioned upon satisfactory attendance and the attainment of specified progression grades. During their Program orientation students will be made aware of the then current criteria for successful completion of the courses in their program. The assessment and evaluation of students' academic performance is the responsibility of the students' course instructors.
- 20.2 Students who do not meet the criteria for successful completion will not be allowed to proceed with their original Program. Such students will be offered advice as to potential alternative study options which may include retaking, substituting, or adding courses, and changing their Study Plan. Such alternative may entail additional time and expenditure with regard to tuition and housing accommodations.
- 20.3 Students must be aware that many students find it difficult to complete all of the requirements for an undergraduate degree in just four (4) years of study attending two (2) semesters per academic year. Typically students will need to enroll in one (1) or more summer semesters to stay on track to graduate in four (4) years.

## 21.0 Academic Standing

- 21.1 Students in undergraduate Pathway Programs must maintain a minimum cumulative Grade Point Average (GPA) of 2.0 on a 4.0 scale to continue in their Program. If in a given semester a student's cumulative GPA falls below 2.0, the student will be ineligible to register for further Program classes unless granted academic probationary status by the University, which the University may grant in its sole discretion.
- 21.2 A student may be granted first-time academic probationary status following the first semester their cumulative GPA falls below 2.0. If the student granted first-time academic probation does not raise their cumulative GPA to 2.0 or above by the end of their first-time probationary semester the University may, in its sole discretion, grant the student continued academic probationary status. Continued academic probationary status may be granted by the University in its sole discretion to a student who has had multiple probationary semesters, or more than fifteen (15) deficit points, or is reinstated after academic dismissal.

- 21.3 Deficit points are calculated by subtracting the GPA hours attempted multiplied by 2 from earned Quality Points. Quality Points – 2(GPA Hours) = Deficit Points

## 22.0 Academic Dismissal

- 22.1 The University and the dean of each degree-granting unit thereof have the authority to dismiss a student for academic reasons. Reasons for academic dismissal include but are not limited to:
- (a) Inability to eliminate probationary status within the two (2) semesters subsequent to the assignment of probation.
  - (b) A total grade point average deficit of more than 15 points. When the cumulative grade point average falls below 2.0, the student earns deficit points.

## 23.0 Academic Appeals

- 23.1 Students should consult the then current University catalog for information about the academic appeals processes.

## 24.0 Repeating Courses

- 24.1 Following the University's Repeat Rule (which may be found at: <http://www.slu.edu/office-of-the-university-registrar-home/academic-catalogs>), the original grade will be replaced with the subsequent course grade. Students on Academic Probation will work closely with an advisor to devise a plan by which to return to good standing. Please note that a student may register in no more than two (2) semesters in the same Academic English level or Pathway English course.
- 24.2 Students shall consult the academic appeals process as set forth in the then current Saint Louis University catalog.

## 25.0 Attendance Standing

- 25.1 Students are required to attend class. Students with excessive absences are out of compliance with their immigration status and are subject to having their immigration record terminated.

## 26.0 Progression to a University Degree Program

- 26.1 Students who meet all progression requirements for successful completion of an undergraduate Pathway Program (and all non-academic requirements for admission to the University) will be permitted to matriculate to the appropriate University degree program.

## 27.0 Vacation Term

- 27.1 Students are not eligible for a vacation term until they have completed nine (9) months in the academic program.
- 27.2 Pathway Program students are not eligible for a vacation term during the first two (2) consecutive semesters of Pathway study (excluding summer).
- 27.3 Students are subject to the University's leave of absence policy.

## 28.0 Duration of Pathway Programs

- 28.1 The Pathway Programs prior to the completion of the remaining degree program, are designed to be completed in two (2) semesters (excluding summers) and students are not permitted to complete their Pathway Program earlier. Initial Pathway study can be extended by one (1) semester, for a total of three (3) semesters. Students may appeal for an additional Pathway semester beyond three (3); appeals for an additional Pathway extension semester will be considered by an appeals committee on a case-by-case basis and all decisions by the appeals committee shall be final.
- 28.2 Undergraduate students who extend their Pathway may be allowed to take additional content courses in order to maintain full-time status. These students must achieve a C or better in all repeated Pathway courses and must maintain an overall GPA of 2.0 in order to progress. Undergraduate Pathway extension semesters are limited to 18 credit hours.

## 29.0 Academic English and Pathway Class Times and Sizes

- 29.1 Academic English classes will normally be held Monday through Friday. Average class size is normally between sixteen (16) students and twenty-four (24) students. As may be deemed appropriate by the University, classes may be combined for university-style lectures. Classes are typically held any time between 8 am and 8 pm.
- 29.2 Pathway classes will normally be held Monday through Friday. Lessons will typically take place in the form of classes, seminars, labs and workshops. Class sizes will vary depending on the learning format (i.e. lecture, seminar, lab practical). Classes are typically held any time between 8 am and 8 pm.

## 30.0 INTO SLU Program Admission Criteria

- 30.1 Students are accepted in good faith to INTO SLU Programs, in part, on the basis of the certification they provide to meet the admissions criteria. If, however, the results from the tests and assessment procedures upon arrival provide evidence for the University to conclude in its sole discretion that a student's actual level of English language or academic proficiency is different than claimed, or as documented, and lower than that required for their designated program, the student will be formally advised of the results and of applicable options. Students need to be aware that if an alternative study plan is advised, there may be a significant change in study time and expenditure with regard to tuition and accommodation fees.
- 30.2 A student, either individually or through the student's representative, who has submitted any information, documentation or certification to meet the admissions criteria which is later found to have been falsified, inaccurate or incomplete is subject to administrative withdrawal and disciplinary action by the University.

## 31.0 Student Information

- 31.1 At the time of application, students are requested to sign a Family Educational Rights and Privacy Act release authorizing the University to share information about the student with designated officials of the University, parents and representatives. It is part of the unique nature of the INTO SLU program that our center provides constant feedback about academic performance and financial issues to individuals involved in the student's success.
- 31.2 At the time of application students are also requested to sign a FERPA release specifically authorizing those persons designated by the student to use their educational records for the purpose of promoting INTO higher education programs without notifying the student of such uses. Such authorization may be withdrawn by student in writing, at any time.

- 31.3 For more information about FERPA students are advised to consult the University's FERPA policy which is available at: <http://www.slu.edu/office-of-the-university-registrar-home/ferpa>

## 32.0 University Holidays and Dates

- 32.1 The University is closed during most recognized US holidays and Roman Catholic holidays. Consult [www.slu.edu/office-of-the-university-registrar-home/academic-calendars](http://www.slu.edu/office-of-the-university-registrar-home/academic-calendars) for closure dates. Semester dates are published in the then current INTO SLU brochure and are based on knowledge of program start and end dates at the time of publication. Dates are subject to change to meet university calendar.

## 33.0 Health Insurance

- 33.1 All full-time students are required to have health insurance coverage which meets the University's coverage requirements. Students will automatically enrolled in the University health plan as a condition of enrollment if, at the time of application the student does not provide the University with satisfactory proof of health insurance coverage that meets or exceeds that offered by the University health plan. Following that time, students who have health insurance coverage that meets or exceeds that offered by the University health plan may request an exemption by completing the process for documenting they have the required coverage through Aetna Student Health. More information about obtaining an exemption may be found at: [www.aetnastudenthealth.com/slu](http://www.aetnastudenthealth.com/slu)

## 34.0 Prices

- 34.1 The prices stated in the official INTO SLU brochure are subject to change without notice.

## 35.0 Disclaimer

- 35.1 The information contained in the official INTO SLU brochure is believed to be accurate as of the time of the brochure's printing. However, the provision of programs, facilities, services, other details, and arrangements described in the brochure and other INTO SLU promotional and informational materials are subject to change without notice.

## 36.0 Severability and Waiver

- 36.1 If any provision of these Terms and Conditions is held to be invalid, illegal, void, or unenforceable, then such provision shall be modified by the proper court or other authority to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of these terms and conditions shall be given effect separately from the provision or portion thereof determined to be invalid, illegal, void or unenforceable and shall not be affected thereby.
- 36.2 Failure by the University to enforce one (1) or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the provisions contained herein.

## 37.0 Liability

- 37.1 Neither INTO Saint Louis University, LLC, the University, nor their directors, trustees, officers, employees, agents, and representatives, shall be liable for any loss, damage, or injury to persons or property, except where the liability is specified by applicable law. Neither INTO Saint Louis University, LLC, the University, nor their directors, trustees, officers, employees, agents, and representatives shall be liable in the event that, for any reason, they are not able to supply a service due to any reasonably unforeseeable circumstance or circumstance beyond their reasonable control. In no event shall the University be liable to the student for incidental, consequential or any other damages resulting from an act of force majeure.

## 38.0 Governing Law and Jurisdiction

- 38.1 These Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the state of Missouri without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties submits to the jurisdiction of any state or federal court sitting in the City of St. Louis, Missouri in any action or proceeding arising out of or relating to these Terms and Conditions and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

## 39.0 Drafted by Counsel to the University

- 39.1 This document was drafted by counsel to the University and both parties agree that it shall not be interpreted in any manner to provide representation or counsel to the student.

## 40.0 Force Majeure

- 40.1 If the University or INTO Saint Louis University, LLC is unable, by force majeure, to perform any of its obligations under these Terms and Conditions that the University or INTO Saint Louis University, LLC shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall the University be liable to the student for incidental, consequential or any other damages resulting from an act of force majeure.