

## **The Coding Boot Camp at UNC-Chapel Hill**

### **Enrollment Agreement**

In consideration of your signature below and upon timely payment of the fees stipulated in this Enrollment Agreement, The University of North Carolina at Chapel Hill on behalf of the William and Ida Friday Center for Continuing Education (“University”), in association with Trilogy Education Services, Inc. (“TES”), agrees to provide to you the “CODING BOOT CAMP” course (the “Course”).

1. In conjunction with the Course, TES shall provide you access to the Course website along with all materials and resources necessary to successfully complete the Course. The Course is comprised of approximately 250 contact hours of computer coding skills with details set forth at <https://codingbootcamp.unc.edu> (the “Website”). The Course is delivered by an Instructor and two teaching assistants. You confirm that you know what the Course is about and have reviewed the Website.

2. You shall pay the Course fees as described and on the payment schedule selected by you and set forth on Exhibit A (the “Payment Schedule”). If you chose payment by credit card or eCheck for all or a portion of your Course fees, you authorize a charge or charges to your credit card or withdrawal from your bank account, as applicable, pursuant to the Payment Schedule. All billing and collection services for the Course will be provided by TES.

3. Your failure to pay pursuant to the Payment Schedule (including your credit card issuer not approving the charges for any reason) will result in the payment being declared late. You will receive late payment notifications, which may be by email, text message or by phone. Late payments may be subject to interest at a rate of 12% per annum (or the highest rate permitted by applicable law (if lower)). Once a payment is late and until your account is current, you will not have access to Career Services. Payments delinquent by more than 30 days will result in loss of access to the Course and any related technology platforms. Payments delinquent by more than 60 days may be submitted to a collections agency and may also be reported to a credit bureau. You shall bear the cost of collection if your account is sent to collections.

4. A deposit of Two Thousand Five Hundred Dollars (\$2,500) is required to secure your spot in the Course whether you pay in full or your initial payment is less than or equal to that amount. If your initial payment is less than \$2,500, your spot is not reserved until you have paid the full \$2,500. One Thousand Dollars (\$1,000) of your deposit is not refundable. You are eligible for a refund of any fees paid in excess of One Thousand Dollars (\$1,000) only within one (1) week from the start date of the Course (“Final Refund Eligibility Date”), provided that you contact TES via phone at (919) 425-0055 prior to the expiration of the one (1) week period. Once the Final Refund Eligibility Date has passed, you are liable for and required to pay the full Course fee. Non-attendance of classes does not classify as an official withdrawal, and does not relieve you of your financial obligation or entitle you to a refund. Violation of this Enrollment Agreement for any reason, including non-payment, voids your right to a refund. To the extent that applicable state law conflicts with the provisions of this section, the terms hereof shall be applied in a manner so as to be consistent with state law.

**5.** All Course content, teaching material, the Website, and all other material provided to you is the sole intellectual property of TES and has been provided to the University under contract solely for the use with the Course. TES' intellectual property is for your use only, shall be non-transferrable, and is intended for a single-user only. Except for rights expressly granted to you by TES in writing, TES retains all rights to title to and interest in the intellectual property. You shall not claim ownership, share, remove, copy, reproduce, disseminate or otherwise interfere with TES' rights over TES' intellectual property. To the extent that you contribute, in whole or in part, to any derivative(s), improvement(s) or modification(s), or make any suggestions, enhancement requests, recommendations, comments, feedback, ideas or the like, to TES' intellectual property ("Improvements"), you hereby assign to TES all right, title and interest in and to such Improvements.

**6.** You shall conduct yourself according to the University's honor code related policies found in the Instrument of Student Judicial Governance at <https://studentconduct.unc.edu/honor-system>. Failure to conform to such policies shall be considered a breach of this Enrollment Agreement and the University and TES may, at their sole discretion, remove you from the Course.

**7.** All participant complaints should be directed to the Student Success Manager or Student Services Team, as applicable, or, alternatively, the participant may contact TES at 1-888-612-5304.

**8.** The University and TES have the right to change, amend or update the Course content, duration, the Website, materials and policies at any time.

**9.** You grant University and TES permission to take and use visual and audio images and recordings of you in connection with the Course, including but not limited to, photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions, comments and testimonials (regardless of the medium or application) (collectively, the "Materials"). You acknowledge and agree that TES shall own the Materials and all rights related to them. You grant University and TES permission to identify you and use Materials that include you in any manner or media without notifying you, including but not limited to, websites, products, publications, promotion, and broadcasts, such as social media, advertisements, posters, and presentations. You waive any right to inspect or approve of the finished images, video content or any printed or electronic matters that may be used with the Materials, or to be compensated for any use thereof.

**10.** You consent to our collection, use and disclosure of your Personally Identifiable Information and your Education Records as described in our Privacy Policy, available at <https://codingbootcamp.unc.edu/privacy-policy> which is incorporated by reference in this Enrollment Agreement.

**11.** Any claim or dispute arising out of or relating hereto or our provision of the Course or the Website shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts situate in Orange County, North Carolina. You understand and agree that this Enrollment Agreement governs the relationship between you and University and TES. To the fullest extent permitted by law, you hereby waive any right you may have to participate in a class action or other

proceeding against University and/or TES whereby more than one plaintiff participates in the same action. If any provision hereof is held illegal or unenforceable, such provision shall be severed and the remainder of this Enrollment Agreement shall remain operative and binding. Failure to exercise any right hereunder shall not constitute a waiver of such right. TES is authorized by the University to enforce all of the terms of this Enrollment Agreement. Any waiver of any breach hereof shall not operate as a waiver of any subsequent breaches.

**12.** In order to receive a certificate of completion for the Course, you must (i) fulfill your payment obligations prior to the end date of the Course, (ii) attend a minimum of 95% of the class sessions, and (iii) complete 90% of your homework assignments, including 100% of all project work.

**13.** Your experience with the optional TES Career Services portion of the Course (“Career Services”) will be highly influenced by the work you put into your job search. We have a set of minimum expectations that you must meet to qualify for post-graduation Career Services support. To qualify, you must complete the Course which requires that you satisfy the requirements of Section 12 above. In addition, you must have legal status to work in the United States and must have each of the following completed and approved by Career Services prior to graduation: (i) an approved resume and (ii) a portfolio of deployed projects (which you will build in class). Once engaged with post-graduation Career Services, you must remain responsive and proactive. By opting-in to use Career Services, you hereby give permission to the Career Services team to send your approved resume and portfolio to potential employers in connection with job opportunities. You understand and agree that neither TES nor the University makes any representations or warranties regarding the results that may be achieved by completing the Course, including but not limited to job placement and salary. Neither TES nor University shall be responsible for your inability to find a job or generate revenue in connection with your enrollment in or completion of the Course.

**THIS IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY YOU. BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ THIS COMPLETE CONTRACT, UNDERSTAND ITS CONTENTS, AND AGREE TO COMPLY WITH ALL OF THE REQUIREMENTS CONTAINED HEREIN.**

Signature: Michael Rhinehart

Name (Typed): Michael Rhinehart

Date: 10/30/2018 | 11:45 AM PDT

**Exhibit A**  
**Payment Plan**

**Tuition for Boot Camp:** USD 10000.00

**Payment Plan Selection\*** - Select A or B. If selecting B, select applicable payment plan.

A. Full payment - USD 10000.00 less any applicable discount listed below      Yes

OR

B. Deposit - USD 2,500.00      No

**AND ONE OF THE BELOW**

Payment plan 2 monthly payments

Payment plan 3 monthly payments

Payment plan 4 monthly payments

Payment plan 5 monthly payments

Payment plan 6 monthly payments

\* If choosing a payment plan listed under section B above, the balance payable will be the full tuition fee, less the deposit, and less any discount selected from the choices below, split evenly between the selected number of monthly payments. The next payment will be due in 30 days from the date the deposit was paid, and any future payments are due monthly thereafter. Interest will be charged on amounts not paid when due as set out in the Enrollment Agreement.

**Discount Selection\*\***

Early Registration (less USD 1000.00 if enrolled before 2018-12-14)      Yes

University Alumni tuition waiver (less USD 500.00)      No

Course Report tuition discount (less USD 500.00)      No

Payments may be made by Visa or MasterCard.

\*\* TES does not allow combining of the Early Registration discount, the University Alumni tuition waiver, or any other available discounts. Please select one discount only. If you do not select a discount, the discount of least value for which you qualify, if any, will be applied.

Refunds are subject to Trilogy's refund policy as set out in the Enrollment Agreement to which this Exhibit is attached.

Applicant Signature: Michael Rhinehart      Name (Typed): Michael Rhinehart

Date: 10/30/2018 | 11:45 AM PDT