

# WYNCODE

THE ART OF CODE

## WYNCODE ACADEMY

<b>Miami Campus</b> 400 NW 26 <sup>th</sup> Street Miami, Florida 33127 Phone: (305) 570-9768 Email: <a href="mailto:weare@wyncode.co">weare@wyncode.co</a>	<b>Ft. Lauderdale Campus</b> 525 Northwest 1st Avenue Fort Lauderdale, FL 33301 Phone: (305) 570-9768 Email: <a href="mailto:weare@wyncode.co">weare@wyncode.co</a>
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## Student Enrollment Agreement

Upon execution of this Student Enrollment Agreement (this "Agreement") by JMJ Clutch Enterprises LLC, a Florida limited liability company, d/b/a Wyncode Academy ("Wyncode Academy" or the "School"), and the undersigned student (the "Student"), this Agreement, along with the Wyncode Academy Institutional Catalog (the "Catalog"), shall constitute a binding and valid agreement between the parties hereto.

READ THIS AGREEMENT AND THE CATALOG THOROUGHLY BEFORE ANSWERING  
ANY QUESTIONS CONTAINED HEREIN

### Student Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
STREET ADDRESS CITY/STATE ZIP/POSTAL CODE

Telephone: (Home) \_\_\_\_\_ (Business or Cellular): \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Circle One: Male Female

# WYNCODE

## THE ART OF CODE

### Program Information

Program: Immersive Web Development  
Length: 315 clock hours, consisting of 90 hours of theory/lecture and 225 hours of lab/hands-on programming.

Class Schedule: ( X ) **Full Time**

Hours per Week: **35 Hours/Week**  
Start Date: **April 6<sup>th</sup>, 2014**  
Anticipated Ending Date: **June 5<sup>th</sup>, 2014**

#### 1. Up Front Payment Option

Tuition	\$ 9,850
Registration Fee	\$ 150
Books & Materials	\$ N/A
Other Costs	\$ N/A
Total Program Price	\$ 10,000

Note: The tuition per clock hour is \$32/hour. There are no additional fees, costs or books required. Students are required to bring their own laptop computer. A current generation Apple Macintosh laptop is recommended.

Payment schedule:

- \$1,000 deposit upon acceptance
- \$4,500 two weeks before the course begins
- \$4,500 The first day the course begins

Fees can be paid with a credit card, bank transfer or check.

#### 2. Climb Credit Financing

Tuition	\$ 9,850
Registration Fee	\$ 150
Books & Materials	\$ N/A
Other Costs	\$ N/A
Total Program Price	\$ 10,000

Note: The tuition per clock hour is \$32/hour. There are no additional fees, costs or books required. Students are required to bring their own laptop computer. A current generation Apple Macintosh laptop is recommended.

- \$1,000 deposit upon acceptance
- Up to \$9000 financed through Climb: monthly payments based on credit

Methods of Payment

☐ Full payment at time of signing enrollment agreement.

☐ Registration fee and deposit at the time of signing enrollment agreement with balance paid prior to starting date according to the payment schedule (Up Front Payment Option)

☐ Registration fee and deposit at the time of signing enrollment agreement with Climb financing.

# WYNCODE

## THE ART OF CODE

### Important Dates

Orientation: April 1, 2014  
First day of class: April 6, 2014  
Anticipated Program Completion Date: June 5, 2014

The last day of class is reserved for Wyncode Academy Pitch Day, where students present their full stack web applications to an audience consisting of Miami tech leaders, potential employers, family and friends.

### Daily Class Schedule

- 10:15 AM Stand Ups
- 10:30AM-12:30PM Lecture
- 1:30PM-6PM Lab Time

The Wyncode Academy program is full time and classes take place Monday to Friday. There are no classes on statutory holidays. The Wyncode Academy space and the LAB Miami remain open for students to access 24 hours per day to continue working on projects.

### Cancellation and Refund Policy

Should a student's enrollment be terminated or cancelled for any reason, all refunds will be made according to the following refund schedule:

1. Cancellation can be made in person, by electronic mail, by Certified Mail or by termination.
2. All monies will be refunded if the school does not accept the applicant or if the student cancels within three (3) business days after signing the enrollment agreement and making initial payment.
3. Cancellation after the third (3rd) Business Day, but before the first class, results in a refund of all monies paid, with the exception of the registration fee (not to exceed \$150.00).
4. Cancellation after attendance has begun, but prior to 40% completion of the program, will result in a Pro Rata refund computed on the number of hours completed to the total program hours.
5. Cancellation after completing 40% of the program will result in no refund.

# WYNCODE

## THE ART OF CODE

6. Termination Date: In calculating the refund due to a student, the last date of actual attendance by the student is used in the calculation unless earlier written notice is received.

7. Refunds will be made within 30 days of termination of students' enrollment or receipt of Cancellation Notice from student.

### **Grounds For Termination**

I agree to comply with the rules and policies and understand that the School shall have the right to terminate this contract and my enrollment at any time for violation of rules and policies as outlined in the Catalog. I understand that the School reserves the right to modify the rules and regulation, and that I will be advised of any and all modifications.

### **Graduation Requirements**

I understand that in order to graduate from the program, I must successfully complete the required number of scheduled clock hours as specified in the Catalog and in this Agreement, pass all and satisfy all financial obligations to the School.

### **Employment Assistance**

I understand that the School has not made and will not make any guarantees of employment or salary upon my graduation. The School will provide me with placement assistance, which will consist of identifying employment opportunities and advising me on appropriate means of attempting to realize these opportunities.

# WYNCODE

## THE ART OF CODE

### **Ownership and Confidentiality of Wyncode Proprietary Information and Materials**

The Student has and will have access to and will participate in the development of or be acquainted with confidential or proprietary information, intellectual property and trade secrets related to the business of and services provided by Wyncode Academy, including but not limited to (i) teaching methods and plans, curricula, instructional materials, computer code, computer and software programs, reports, correspondence, tangible property, ideas, inventions, trade secrets, processes, apparatus, devices, designs of a useful article (whether the design is ornamental or otherwise), documentation, literary works, logos, marks, images, audio-visual works, specifications, and any other works of authorship or inventorship and specifications owned by or used in the businesses and operations of Wyncode Academy (whether or not subject to patent, copyright, or other forms of protection), (ii) information pertaining to future developments, and (iii) other tangible and intangible property, which are used in the business and operations of Wyncode Academy but not made publicly available. The information, intellectual property and trade secrets relating to the business and operations of Wyncode Academy, including those described above, are hereinafter referred to collectively as the “Wyncode Proprietary Information and Materials”; provided, however, that the term Wyncode Proprietary Information and Materials shall not include any information (x) that is or becomes publicly available (other than as a result of a violation of this Agreement by the Student) or (y) that the Student receives on a non-confidential basis from a source (other than Wyncode Academy, its affiliates or representatives) that is not known by the Student, or should not reasonably be known by the Student, to be bound by an obligation of confidentiality to Wyncode Academy.

The Student hereby acknowledges and agrees that, as between Wyncode Academy and the Student, Wyncode Academy is and shall remain the sole and exclusive owner of all intellectual property rights and other rights, title and interests with respect to the Wyncode Proprietary Information and Materials and no license with respect thereto is granted to the Student. The Student agrees not to disclose, use or make known for his or her or another’s benefit, or otherwise, any Wyncode Proprietary Information and Materials or use or disclose such Wyncode Proprietary Information and Materials in any way except upon the express prior written consent of Wyncode Academy. The Student may disclose Wyncode Proprietary Information and Materials when required by applicable law or judicial process, but only after notice to Wyncode Academy of the Student’s intention to do so and opportunity for Wyncode Academy to challenge or limit the scope of the disclosure. The Student further acknowledges and agrees that upon the completion or termination of the program for any reason, the Student shall promptly return to Wyncode Academy and erase and remove from all computers and other electronic devices in the Student’s possession or control all Wyncode Proprietary Information and Materials, documents, correspondence, notebooks, reports, computer programs and software, and all other materials and copies thereof (including all

# WYNCODE

## THE ART OF CODE

electronic media) relating in any way to the business or operations of Wyncode Academy or its affiliates.

### **Ownership of Intellectual Property Rights With Respect to Student-Authored Code; License Grant to Wyncode Academy**

As between Wyncode Academy and the Student, the Student will own all intellectual property rights with respect to software code and other works of authorship, inventions or other intellectual property created by the Student as part of School projects, assignments or other activities (collectively, the "Student Works") except that the Student hereby grants to Wyncode Academy a worldwide, perpetual, irrevocable, transferable and sublicenseable, royalty-free and fully paid up license to use, reproduce, disclose, display, distribute, prepare derivative works based upon, and otherwise use and exploit the Student Works in any form or media, including, without limitation, via the Internet for instructional purposes as part of Wyncode Academy's coding academy products and services.

### **Noncompetition**

During the term of this Agreement and the program, and for a period of one (1) year thereafter, regardless of the reason for termination or cancellation, the Student shall not directly or indirectly, in any capacity, engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which is competitive to the business or operations of Wyncode Academy.

### **Representations and Warranties; Indemnification**

The Student represents and warrants that: (i) the Student has all necessary rights, power and authorization to grant the above-referenced license to Wyncode Academy; and (ii) all aspects of the Student Works shall be free of any libelous material or any material which constitutes an invasion of any right of privacy or publicity or shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property right. The Student shall indemnify Wyncode Academy and its affiliates and their respective officers, directors, managers, employees, contractors and other representatives and hold them harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by any of them arising from any breach or allegation which, if true, would constitute a breach of any of the Student's representations, warranties or obligations hereunder.

### **Acknowledgement; Miscellaneous**

Unless otherwise expressly provided herein, the Student's obligations hereunder shall survive the termination or cancellation of this Agreement and the program. Once

# WYNCODE

## THE ART OF CODE

signed, manually, electronically or otherwise, this Agreement, along with the Catalog, shall constitute a binding agreement between the School and the Student, and no further modification or representation except as herein expressed in writing will be recognized. This Agreement may be executed in counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement represents the parties' entire understanding regarding the subject matter of this Agreement and supersedes any and all other prior agreements regarding the same subject matter. The terms and provisions of this Agreement cannot be terminated, modified, amended or waived except in writing signed by the party against whom enforcement is sought, and any waiver shall apply only to the specific instance for which it is granted and shall not be interpreted or constitute a continuing waiver. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns. All matters arising out of or relating to this Agreement and the transactions contemplated hereby (including without limitation its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal Laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Florida. Each party (a) submits to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, in any action arising out of or relating to this Agreement (including any action for the enforcement of any arbitral award made in connection with any arbitration of a dispute hereunder), (b) agrees that all claims in respect of such action may be heard and determined in any such court, (c) waives any claim of inconvenient forum or other challenge to venue in such court, (d) agrees to not bring any action arising out of or relating to this Agreement in any other court, and (e) waives any right it may have to a trial by jury with respect to any action arising out of or relating to this Agreement. Neither party shall be liable to the other party, or to any other person or entity for any direct, indirect, special, reliance, incidental or consequential loss or damages arising out of this Agreement or any order, or out of any obligation resulting therefrom, or out of the use or performance of any products or the provision of any services, whether in an action arising out of breach of warranty, breach of contract, delay, negligence, strict tort liability or otherwise. Unless otherwise stated herein, the School disclaims any and all representations and warranties, and in no event shall the School's liability under this Agreement exceed the amount paid by Student for the services provided to the Student pursuant to this Agreement as set forth under the heading "Program Information".



# WYNCODE

THE ART OF CODE

The Student has received and read a copy of this Agreement and the Catalog.

NOTICE TO THE STUDENT: DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. THE STUDENT HAS RECEIVED AND READ A COPY OF THIS AGREEMENT AND THE CATALOG.

**STUDENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**WYNCODE ACADEMY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_