

TERMS AND CONDITIONS



General: YOU SA Learning Institute may be referred to as the School in this and all other supporting documents. The fees, terms, and conditions of admission apply to all English courses starting in 2020 and are valid until further notice. Only this English version of the Terms and Conditions is legally binding. These Terms and Conditions may differ according to any changes in the policy made by the accrediting body or government where the School is located. You will be notified at the time of booking of any such amendments. Any dispute, claim or other matter arising will be subject to the current laws in the state of Florida.

Rules and Regulations School rules and regulations are communicated and posted in the Student Code of Conduct to maintain high quality standards and a professional academic environment. Accepting and complying with these rules and regulations, as well as with all applicable state and federal laws are contractual obligations on the part of the student. Failure to comply with any of these rules may result in the student's expulsion from the School, termination from the program, and/or withholding of course certificates.

Student Code of Conduct: Students must agree to abide by the student conduct rules and other policies while attending YOU SA Learning Institute. As part of the School's commitment to our students' success, we seek to provide an optimal learning environment and expect students to conduct themselves in a manner that is considerate of those around them. Inappropriate conduct includes, but is not limited to: 1) disruptions to the learning environment (i.e. use of profanity, harassment, bullying, mobile phone use in classrooms, etc.); (2) deliberate destruction, misuse, or theft of School property or the property of fellow classmates; (3) violence or threats of violence towards persons or property of students or YOU SA Learning Institute's staff; (4) improper use of email or internet access; and (5) failure to comply with local copyright or criminal laws forbidding the misappropriation, copying or alteration of copyright protected materials. (Please see the Student Code of Conduct document for more information).

Prices: The school reserves the authority to modify prices in response to tax hikes, government directives, or unforeseen circumstances beyond the control of YOU SA Learning Institute. Students will receive notification of these adjustments at least 60 days in advance.

Payments: Payments may be made by bank transfer, cash, check, or credit card and must be received in full, prior to the course start date. Payment must include all bank transfer charges, including intermediary bank charges. For recurring payments, in the case of delay, the student will pay an overdue fee of \$45.00 after 2 calendar days and another \$45 in case payment has not been done within 5 days.

Cancellation Policy: Written notification of cancellation/transfer must be requested 30 (thirty) days prior to the intention to withdraw/transfer permanently in order to process refunds and/or avoid recurring payments. Failure to provide notification within the 30 days, the corresponding 4 weeks of tuition fees are due and will be charged from the student's account. Written notice must be submitted via email to: Metrowest students - studentmw@yousainstitute.com / Hunter's Creek students - studenthc@yousainstitute.com. **Cancellation/transfer requests prior to the completion of a 16 weeks of study will result in the payment of the full 16 (sixteen) weeks of study.** (*this policy does not apply for Semi-intensive Program as well Refund Policy item 6). Partial payments are not permitted. Cancellations will be calculated based on the date of receipt of written notification. Refunds will only be made to the original payee. Should YOU SA Learning Institute cancel a program after a student's booking confirmation, the School will refund all monies already paid by the student. In the event that a refund is due, prorated refunds will be calculated on a weekly basis. When determining the number of weeks, a partial week is considered the same as a whole week, provided the student was present at least one day during the scheduled week. **Refunds will be made within 45 days of the cancellation request.**

Refund Policy

Non-refundable fees: In all cases the registration fees, express mail fees, bank transfer fees and material fees are nonrefundable regardless of the reason for cancellation.

Cancellation Reason	Refund
1-Cancellation before the F-1 visa or change of status is approved or denied, regardless of the reason.	All monies except for all non-refundable fees plus 4 (four) weeks of study.
2-Cancellation due to F-1 visa or change of status denial	All monies except for all non-refundable fees and a \$250 administrative fee. Evidence of visa denial needs to be sent within 7 days in order to process refund.
3-Cancellation or transfer to another school prior to the start of scheduled classes.	All monies except for all non-refundable fees, 4 (four) weeks of study and a \$250 administrative fee.
4-Cancellation after the program has started, regardless the reason and before the end of the first term (16 weeks) of studies, requested with a minimum of 30 days' notice	All monies except for all non-refundable fees and the remaining balance of the first 16 weeks of studies. (See cancellation policy)
5-Cancellation after the program has started, regardless the reason and after the end of the first term (16 weeks) of studies, requested with less than 30 days notice. (See cancellation policy).	All monies except for all non-refundable fees and 4 (four) weeks of studies.
6-Cancellation due to US legal working authorization or permanent residency approval requested with less than 30 days notice.(See cancellation policy)	All monies except for all non-refundable fees and 4 weeks of studies.
7-Temporary absence or late arrivals.	No refund or credit.
8-Vacation, breaks and holidays	No refund or credit. Payment is NOT waived.
9-School closing due to natural disaster	No refund or credit. Payment is NOT waived.
10-Termination due to violation of school policies and/or code of conduct.	No refund.
11-Termination due to the student being dismissed/expelled having her/his immigration status revoked or terminated due to misconduct, according to the Student Code of Conduct.	No refund.
12-Change of Status processes not approved or canceled due to, lack of documentation, missed due dates, or any other reason which the school is not liable to.	All monies except for all non-refundable fees plus 4 (four) weeks of study.

Delinquent accounts: All balances not paid in full on the due date are the sole responsibility of the Student Delinquent Accounts with past due balances not resolved promptly may result in collection actions. The student is responsible for all costs incurred by YOU SA Learning Institute to collect such debt. This may include but is not limited to late fees, interest, administrative costs including, but not limited to attorney, court and legal fees.

Hold Status: All delinquent accounts will be placed in an administrative HOLD status. If a student experiences a delay of 15 days or more, they may be unable to attend classes, potentially leading to a violation of the school's attendance policy and the risk of I-20 termination. Certificates, reference letters or transcript requests will not be processed until the past due balance is paid in full. A HOLD status can only be removed by paying past due amounts owed to YOU SA Learning Institute.

Missed Classes Refund: YOU SA Learning Institute publishes a yearly academic program calendar which includes the start and end dates of all academic terms as well as a list of official program holidays, breaks, and vacation periods. No refunds or substitutions will be made for classes missed due to illness, excursions, travel, or other obligations that fall outside the normal schedule. Classes are not held on public holidays. All published courses start dates fall on a Monday. If Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays.

Attendance and Replacement Classes: Full-time international students (F-1) must attend at least 18 hours per week. This is the US law. YOU SA Learning Institute will not replace missed classes. A class missed is a class lost. Any student who does not meet the weekly attendance requirement will receive a violation letter and possible disciplinary action, which includes termination from the program. Students who have a pattern of non-compliance with the weekly 18-hours requirement due to unexcused absences will be removed

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from the program and will have their SEVIS record terminated. More details regarding attendance policies are found in the Student's Handbook.

Maintaining Status (F-1 students): While studying in the United States, it's mandatory that you maintain your F-1 international student status. Failure to meet the requirements above will cause termination in the SEVIS system. The student will be "out of status" and will have to go through a long and expensive process to try to be reinstated in SEVIS. It is possible that this process will not be successful, and the student will have to return home.

Substitution policy: If the placement test is taken upon arrival at the school (and not prior) and the student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class. Students who do not have the ability to follow any course on offer may be required to terminate their studies. We also reserve the right to cancel and/or adjust courses at short notice due to insufficient demand or insufficient number of students in class.

Program Changes: YOUUSA Learning Institute reserves the right to change course dates and times, course curriculum, tutors, instructors, and programs at any time at its discretion. However, in cases where the course is rescheduled prior to the start of the course at a date that is unacceptable to the student, all fees will be refunded. The school reserves the right to charge \$75 for any student's request to change classes' starting dates.

Books and learning materials: All books and learning materials will be made available to students during their first week of course. Students are required to pay an academic fee every term for the cost of learning materials.

Assessment of Academic Progress: In order to maintain good academic standing, all students must participate in both formal and informal course assessment activities administered during the term. Students who achieve a passing written score, demonstrate acceptable improvement in oral proficiency, and have successfully achieved the stated student learning outcomes will receive a passing grade. All students receive an official report card at the end of each completed academic term. Voluntary repetition of a passed course may be permitted within the maximum period of eligibility and is reviewed on an individual basis. Students who fail to achieve a passing score will be considered to have not made satisfactory progress and must repeat the course during the next term while on academic probation. Students who fail to make satisfactory progress for two consecutive academic levels will be disenrolled and not permitted further enrollment in any YOUUSA Learning Institute program.

Expulsion/Suspension: Any student who commits a criminal offense, violates the student conduct code or school policy, fails to pay an amount he or she is directly or indirectly liable to pay the School, has a consistently poor attendance record, will be out of status and terminated without refund.

Liability: YOUUSA Learning Institute will not be liable in any way to the student in the event of any service contracted to be supplied by the school becoming impossible to supply by reason of any situation, condition, action or other cause outside the control of the School. Without limitation, the school, its parents, subsidiaries, affiliated, employees, contractors, officers, directors, or agents are not responsible for any injury, loss or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, fire, natural disaster, acts of government, failure of suppliers or subcontractors, labor disputes, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, or in any heating, plumbing, electrical or structural problem therein, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat of thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of YOUUSA Learning Institute. The student assumes all such risks as well as any risks with regards to independently engaged activities. The School reserves the right to change or cancel the program or any aspect of the program at any time. The School reserves the right to decline acceptance or retain any student on the

program if that person's presence is felt by the school to be detrimental to the enjoyment of the program by others, is dangerous to the students or others, or for failure to abide by the institute policies, Student Code of Conduct, requirements or regulations. Students who have been removed from the school program under the preceding sentence waive the right to a refund of any part of the fee. The school may also dismiss students at their own expense. The School makes every effort to ensure the accuracy of its publications, but is not responsible for typographical or printing errors, including, but not limited to pricing information. Payment of the required fee/deposit constitutes consent to all provisions of these Enrollment Conditions, the school policies and to the general information contained herein and in the catalog. No warranties, representations, or waiver of these Enrollment Conditions apply to any program unless expressly stated within these Enrollment Conditions.

Field Trips and Activities: Off-site field trips and activities may be offered to students as an optional supplement to the course. Participation is optional and voluntary. Any student wishing to participate in field trips and activities must first complete a Waiver of Liability form. Students may be charged fees to participate or be responsible for covering activity related expenses.

Photography, Filming and Sound Recording: YOUUSA Learning Institute, or its representatives, may arrange to photograph or shoot video footage of students for promotional purposes, both printed and on-line. Any student who does not wish to participate should advise us at the time of booking and state at the time of the photographing or video shooting, their unwillingness to participate. By accepting these terms and conditions, the student) gives consent to the use of these photographs or video footage without further consent or notifications.

Waiver: Waiver of any obligation, duty, responsibility, requirement, term or condition under this agreement by YOUUSA Learning Institute shall not be construed as a permanent waiver of that obligation, duty, responsibility, requirement, term or condition; nor shall it imply that said waiver shall continue or be granted again, rather, any such waiver shall be narrowly construed to be a single, waiver of a single line item for a specific time and no more.

Policy Exception: YOUUSA Learning Institute reserves the right to make exceptions to its policies on a case-by-case basis. Such exceptions shall be at the sole discretion of the administration and may be granted or denied without any obligation to provide justification. Any exception granted shall not be construed as a precedent or waiver of YOUUSA's right to enforce its policies in other situations. The decision of the administration in granting exceptions shall be final and binding. Parties entering into this agreement acknowledge and agree that YOUUSA's exercise of discretion in granting exceptions is not subject to challenge or dispute.

Instrument as Entire Agreement: This instrument contains the entire agreement between the parties. No statements, promises or inducements, made by either party or agents of either party that are not contained in this written agreement shall be valid or binding; this agreement may not be enlarged, modified or altered, except in writing signed by the parties and endorsed on this agreement. Should you have any questions about these clauses or need additional information, do not hesitate to ask.

Termination/Access Restriction: YOUUSA Learning Institute reserves the right, in its sole discretion, to terminate your access to the any of its site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this policy is governed by the laws of the State of Florida and the student hereby consents to the exclusive jurisdiction and venue of the court in Florida in all disputes arising out of or relating to the use of the YOUUSA Learning Institute's sites. Use of the sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Politics, including, without limitation, this section.

Choice of Law: This "Terms and Conditions" is deemed to be one under the laws of Florida; it shall be construed and given effect in accordance with the laws of that state. The place of this agreement is Orange County, Florida. All matters, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this agreement will be

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determined in Orange County, Florida. This agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. The laws of the state of Florida shall govern the validity, interpretation and enforcement of this agreement without giving effect to the conflicts of law principles of that State. Should any portion, term, section or other part be deemed void, voidable or otherwise unenforceable, that part shall be stricken from the agreement without effect on the agreement as a whole.