



## ENROLLMENT TERMS & CONDITIONS

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Telephone: \_\_\_\_\_

### PROGRAM INFORMATION

Kaplan Student ID: \_\_\_\_\_

Study Center Location: \_\_\_\_\_

Program/Course: \_\_\_\_\_

Program Start Date: \_\_\_\_\_ Anticipated End Date: \_\_\_\_\_

Payment Type: \_\_\_\_\_ Total Tuition: \_\_\_\_\_

- Paid In Full
- Installment Billing
- Deposit

**TERMS & CONDITIONS:** Your purchase or use of products and services ("Programs") offered by Kaplan Test Prep, a division of Kaplan, Inc. ("Kaplan") and use of [www.kaptest.com](http://www.kaptest.com) (the "Site") are subject to these terms and conditions. Please read these terms carefully and contact us if you have any questions.

**Program Fees:** You agree to make full payment for Programs in the amount(s) listed above. Standard shipping and handling charges will be applied for print books associated with your program, if any, unless you enroll within seven days of your intended Program start date or if shipped outside the United States. You agree to complete payment prior to commencing the Program, or if you select to pay in three installments for programs that are eligible for installment billing, prior to that Program's expiration.

The Installment Billing program allows you to complete payment to Kaplan in three installments for installment billing eligible products only. The first installment will be larger and include 1/3 of tuition (rounding off to the nearest dollar for some amounts to make subsequent tuition installments equal dollar values), a non-refundable Registration fee, shipping and handling charges, and any applicable tax. The remaining two installment payments (each 1/3 of the



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tuition) will be due and charged to the same credit card provided approximately 30 days and 60 days after the first payment is processed. If you elect to enroll in installment billing, the one-time Installment Billing Registration Fee is not refundable.

Failure to complete timely payment (or credit card payments being declined) may result in the discontinuation of services. Returned checks are subject to a \$30 handling fee.

Program Cancellations: Refunds are not available once a scheduled Program has ended or your online access has expired.

Cancellation Refund Policy  
On Demand, Live Online, Center or Live programs

<b>Prior to 50% of service period*</b>	A prorated refund, calculated based on the period of time that has passed in the service period as of the effective termination date (please refer to your specific enrollment dates in confirmation email). Shipping and handling fees will be deducted from any refund owed.
<b>After completing 50% of service period*</b>	No Refund

\*The "service period" begins at the time you gain access to any of the resources included in your program, including center access, online resources, and live lecture.

For students enrolled in a Plus Program or MultiStep Program, the cancellation terms follow the above guidelines for each separate component of the Program. If you received a promotional discount conditioned upon purchasing multiple products or programs together and you subsequently cancel or withdraw from one or more of these products/programs, the discount will be invalidated and any refund owed will be calculated using the retail prices of the product without the discount applied and then applying the pro rata refund policy above.

To qualify for a refund you must return all Materials. Shipping, handling and other processing fees such as Installment Billing are non-refundable. If your tuition was paid by a third party any refund due will be paid to that third party. In no event may a refund exceed the amount that Kaplan received for the Program.

Study Materials: Included in the purchase price for some Programs are books and other materials ("Materials"). Digital versions of Materials ("Digital Materials") may be available from the iTunes store, from third party websites or applications. Additional charges may apply. Your access to and use of Digital Materials is subject to these terms and conditions. If you lose or damage the Materials, a Material replacement fee of up to \$500 may be charged.



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**Application Review Policies:** If you purchase a Kaplan service that provides information about or guides you through an application process, such as Residency Prep, you are solely responsible for completing the draft or mock application and ensuring that all content is your own original creation. Kaplan does not write personal statements or complete other application components for you.

**Technical Requirements:** You will be responsible for meeting and maintaining the minimum technical requirements for your selected purchase in order to access certain features of your Program or if you have selected an online product such as Live Online, Anywhere or Qbank. Please visit [www.kaptest.com](http://www.kaptest.com) to understand the specific requirements for your Program. If you have selected a QBank option, you acknowledge that Kaplan does not allow Qbank Question Histories to be reset. [Click here](#) for details regarding question history, if you are enrolling in a USMLE QBank product.

**Kaplan Programs and Content are for Kaplan students only:** All Kaplan content, including but not limited to Materials, Digital Materials, lectures, recordings, visual and audio aids, content available from Kaptest.com or other Kaplan websites, and all content that you will receive or to which you will have access during your enrollment or Program (collectively, "Content") is for your personal use only and may not be shared, resold, auctioned, or transferred to another person in any manner.

**Copyright and Non-Duplication:** Content is protected by copyright law. Without Kaplan's authorization, students are strictly prohibited from downloading, recording, duplicating or reproducing any Content in any manner or medium under any circumstances. If a student is found to be in violation, the student will be subject to disciplinary and legal action, including but not limited to any or all of the following:

- Immediate removal from the facility and termination of enrollment in the Program;
- Forfeiture of tuition paid and any refund due for any unused portion of the Program;
- Excluded from enrolling in any future Kaplan Programs; and
- Possibility of civil penalties and criminal prosecution. Willful Infringement of copyrighted works may result in federal imprisonment of up to five years and \$250,000 in fines.

**Student Code of Conduct:** As part of Kaplan's commitment to our student's 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. Those failing to meet student conduct standards may be subject to disciplinary actions, including but not limited to termination without refund. Inappropriate classroom conduct includes but is not limited to: (1) disruptions to the learning environment (i.e. use of profanity, harassment, cell phone use in classrooms, etc.); (2) deliberate destruction, misuse, or theft of Kaplan property or the property of fellow classmates; (3) violence or threats of violence toward persons or property of students or Kaplan staff; (4) improper use of email and Internet access; and (5) failure to comply with federal copyright and criminal laws forbidding the misappropriation, copying, or alteration of copyright-protected materials.



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**Disclaimer and Limitation of Liability:** KAPLAN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PROGRAMS, INCLUDING WITHOUT LIMITATION THE SITE, THE MATERIALS, AND FACULTY.

**Privacy Policy:** This privacy policy explains how Kaplan including its subsidiaries, affiliates and parent companies collects, uses, shares and protects personal information that we collect.

**Information We Collect:** We collect information that you voluntarily provide to us, including personally identifying information such as your name, postal address, e-mail address, educational background, educational goals and interests, and credit card information ("Personal Data"). We collect Personal Data from you in various ways, including when you enroll for courses, use online resources, access and use Digital Materials, participate in classes or tutoring, and send us feedback. We may also collect Personal Data about you from our business partners. When you log-on to our websites, we automatically receive information from your computer and browser, including your IP address. Kaplan may use cookies and web beacons.

**Use of Your Personal Data:** We may use your Personal Data in the following ways:

- To fulfill your requests for products and services, such as enrolling you in a courses, delivering educational content or responding to a specific inquiry;
- To customize your learning experience to you;
- To administer, support, improve and develop our business; and
- To send you information about Kaplan products or services.

**Disclosure of Your Personal Data:** We do not share your Personal Data with third parties for their marketing purposes. We may disclose your Personal Data in response to legal process, to protect our rights, as otherwise required by law, or for the prevention or detection of a crime. If we sell our company or part of it, or our business enters into a joint venture with another business entity, we may disclose your Personal Data to our new business partners or owners who may then provide you with information about their products and services. We may share your Personal Data with trusted third parties who are delivering services to Kaplan. Kaplan may disclose anonymous data with third parties. We may also share your information with third parties that you have specifically designated as authorized to receive information from us. For example, if you are a Bar Review student, subject to your consent we may provide information about your participation and performance to your law school.

If payment for your Program was made by a third party or if you are a student of an institution that contracted with Kaplan to provide you with the Program, that third party or institution may request access to your academic records. You authorize Kaplan to share your academic records with that third party or any representative of that party.

**Transfer of Data Outside of Your Home Country:** Your Personal Data will be held in the United States. Your Personal Data may also be stored, processed and accessed in other countries where Kaplan has facilities or where you are located. You consent to the transfer of your Personal Data outside your country, including to the United States. Kaplan, Inc. is a participant in the U.S.-E.U. and U.S.-Swiss Safe Harbor programs.



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Security & Information Retention: We employ security measures to protect your information both online and offline from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. The Personal Data we obtain from students allows Kaplan to deliver smarter, more efficient and more effective instruction.

Arbitration & Class/Collective Action Waiver  
Any and all disputes arising from or related to this Agreement, other than disputes relating to intellectual property infringement, including whether the dispute is arbitrable and the scope of this arbitration agreement, shall be finally resolved by arbitration administered by a single arbitrator under the then-applicable rules of the American Arbitration Association in accordance the Federal Arbitration Act. The arbitration shall be governed by and construed by federal law to the fullest extent possible. Unless otherwise agreed by the parties, the arbitration shall take place in the largest city within 100 miles of your permanent residence. Judgment on the arbitral award may be entered in any court having jurisdiction thereof.

To the maximum extent permitted by law, should you wish to initiate a legal action against Kaplan, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Kaplan or a related entity is a party. The same applies to Kaplan's legal actions against you. Thus, you and Kaplan agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class. Further, unless both you and Kaplan agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

Consent and Release

- During your Program, Kaplan may contact you for feedback related to your Program, you may be photographed or your class recorded (collectively referred to as "Student Experience Materials"). You agree that Kaplan may use the Student Experience Materials for internal purposes.
- Programs or other activities may occur in hotels, schools and other facilities not controlled by Kaplan ("Third Party Facilities"). You waive any claim against Kaplan arising from your (or your child's) use of Third Party Facilities, including claims related to the safety and security of third party facilities.

Miscellaneous

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. Any change or modification must be in writing and agreed to by both parties. If any provision of this Agreement is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

BY SIGNING BELOW, YOU ARE STATING THAT (1) YOU HAVE READ THE TERMS AND CONDITIONS IN THEIR ENTIRETY (2) YOU ACKNOWLEDGE THAT YOU HAVE ENROLLED WITH KAPLAN FOR THE SOLE PURPOSE OF TEST PREPARATION AND NOT AT THE DIRECTION OF, OR FOR THE BENEFIT OF, ANY TEST PREPARATION COMPETITOR; (3) YOU UNDERSTAND THAT KAPLAN SERVICES DO NOT GUARANTEE



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ACCEPTANCE TO ANY SCHOOL OR RESIDENCY PROGRAM (4) YOU HAVE READ AND AGREE TO MAINTAIN THE MINIMUM HARDWARE SPECIFICATIONS REQUIRED TO ACCESS YOUR PROGRAM (5) YOU AUTHORIZE KAPLAN REPRESENTATIVES TO CHARGE YOUR CREDIT OR CHARGE CARD IN ACCORDANCE WITH THE AMOUNTS AND SCHEDULE EMAILED TO YOU UNTIL TUITION PAYMENT IS COMPLETE; (6) YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

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**Student Signature**

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**Date**

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**School Official Signature**

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**Date**