



**K12 International Academy Payment and Refund Terms**

Email: iCademy@k12.com

**IMPORTANT! PLEASE READ CAREFULLY. YOU WILL BE REQUIRED TO ACCEPT AND COMPLY WITH ALL OF THESE TERMS AND CONDITIONS.**

Before being given access to the K12 and third party proprietary content, data and applicable learning management system(s) (collectively the "Academy"), which includes course content, progress planning and other administrative tools, and related K12 supplementary materials ("Materials"), you must review and accept these terms and conditions ("Terms"). You can accept these Terms by (i) returning the enrollment form as instructed, which requires acknowledgment and acceptance of these Terms, (ii) beginning the course(s) by logging into the Academy and/or (iii) signing the Student Handbook provided to you by K12.

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**1. PAYMENT**

**Tuition:** K12 requires payment of 1) tuition in full, or 2) down payment if payment plan option is selected (for full-time enrollment only) by credit card prior to enrolling a student. Tuition must be paid in full in order to receive a transcript or diploma from the Academy.

**Taxes:** All tuition charges are exclusive of all federal, state, municipal or other governmental sales and other taxes now in force or enacted in the future. You agree to pay all applicable taxes. If you are tax-exempt, you must provide K12 with your exemption certificates or other acceptable evidence of your tax-exempt status.

**2. ACADEMY ACCESS**

**Access:** After you have paid the applicable tuition and completed the required forms, including acknowledgment of the Student Handbook, you will be given access to the Academy. K12 will make the Academy available to you through a standard Internet browser.

You must have a computer and an internet connection to access the Academy. It is your responsibility to set up, pay for and maintain (in accordance with the minimum specifications as directed by K12) your computer and Internet connection during your enrollment period. **EACH USER IS ALSO SUBJECT TO THE TERMS OF USE POSTED ON THE K12 WEB SITE WHICH INCLUDE DISCLAIMERS OF WARRANTIES AND INDEMNITY OBLIGATIONS AND WHICH ARE SUBJECT TO CHANGE FROM TIME TO TIME WITHOUT NOTICE. IN ADDITION, K12 MAY TERMINATE YOUR ENROLLMENT IF YOU OR YOUR CHILD VIOLATES A SCHOOL POLICY OR OTHERWISE FAILS TO COMPLY WITH ANY MATERIAL TERM OR CONDITION APPLICABLE TO ENROLLMENT.**

**Suspension and Termination:** K12 may suspend your access to the Academy, without additional notice 1) if you are on a payment plan, and we have not received payment for service, or 2) for operational reasons. In addition, K12 may terminate any enrollment if you or your child breach or otherwise fail to perform any material obligation and do not cure the breach within 30 days after K12 has notified you of it.

**3. MATERIALS**

Materials may be limited to those Materials corresponding to the courses selected per your enrollment as well as your current physical location. Materials may be used only for the benefit of the single named student enrolled. You may not reproduce or distribute any Materials or transfer or sell any Materials to any third party, except to the extent legally permissible. ALL MATERIALS ARE TO BE USED IN ACCORDANCE WITH THEIR INSTRUCTED PURPOSE AND APPLICABLE DIRECTIONS.

**4. WITHDRAWAL; REFUND POLICY**

**Refund Policy:** You, as the parent or guardian, must send a letter, fax or email to K12 (call the school administrator at 1-877-512-7748) requesting to withdraw your child from the Academy. We recommend you call the school administrator at 1-888-iCademy / +1-703-436-3318 to discuss the reason for withdrawal. Refunds are calculated based on the "Withdrawal Date" which is the postmark date of the letter, or the electronic imprint date on the withdrawal fax/email.

**REFUNDS SHALL ONLY BE OFFERED ON FULLY PAID TUITION AS FOLLOWS:**

- 100% of tuition shall be refunded IF: (i) the Withdrawal Date is PRIOR to the start date of the courses, AND (ii) NO Materials have been shipped for the applicable withdrawal;
- 75% of tuition shall be refunded IF: (i) the Withdrawal Date is PRIOR to the start date of the courses AND (ii) Materials HAVE BEEN shipped for the applicable withdrawal; or
- 50% IF: (i) the Withdrawal Date is within twenty one (21) calendar days AFTER to the start date of the courses.

(continued on the next page)

Student's Name:	Student's Home Phone:	2
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- For Part Time enrollments, tuition is defined as the course fee and materials fee (if applicable).
- Any applicable shipping charges are non-refundable if materials have shipped.

### **REFUNDS SHALL ONLY BE OFFERED ON PAYMENT PLAN TUITION AS FOLLOWS:**

- 100% of down payment shall be refunded IF: (i) the Withdrawal Date is PRIOR to the start date of the courses, AND (ii) NO Materials have been shipped for the applicable withdrawal;
- 0% of down payment shall be refunded IF: (i) the Withdrawal Date is PRIOR to the start date of the courses, AND (ii) Materials HAVE BEEN shipped.
- 0% of down payment shall be refunded and a termination fee of \$1,000 shall be charged IF: (i) the Withdrawal Date is within twenty-one (21) calendar days AFTER the start date of the courses.
- The outstanding tuition balance shall be charged IF: (i) the Withdrawal Date is greater than twenty-one (21) calendar days AFTER the start date of the courses.
- No monthly payments made shall be refunded.
- Any applicable shipping charges are non-refundable if materials have shipped.

**NO REFUND SHALL BE AVAILABLE IF THE WITHDRAWAL DATE IS MORE THAN TWENTY ONE (21) CALENDAR DAYS AFTER THE START OF THE COURSE(S). K12 HAS NO OBLIGATION TO PROVIDE A REFUND IF YOU OR YOUR CHILD VIOLATES A SCHOOL POLICY OR OTHERWISE FAILS TO COMPLY WITH ANY MATERIAL TERM OR CONDITION APPLICABLE TO YOUR ENROLLMENT.**

### **5. DISPUTE RESOLUTION AND BINDING ARBITRATION**

The parties will attempt in good faith to settle all disputes arising from or in connection with these Terms including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Fairfax County, Virginia USA under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties shall follow the process set forth in the current Terms of Use posted on the Academy website, or if different, the parties may mutually agree upon binding arbitration in Fairfax County, Virginia USA, conducted in English by a single arbitrator in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration, the prevailing party will be entitled to reasonable attorney's fees, costs and other disbursements.

### **6. MISCELLANEOUS**

Upon signing the enrollment form and accepting these Terms you represent that you are the parent or legal guardian of the student(s) being enrolled. You represent that you have the power to bind all students, their parents and legal guardians, all of who shall be bound by these Terms. These Terms cannot be amended unless such amendment is accepted in writing by an authorized representative of K12.

A waiver of any part of these Terms in one instance is not a waiver of any other part or any other instance. Notices are considered delivered when either party sends them by email or fax to the email address or fax number provided by the other party or 3 days after mailing by first-class mail, return receipt requested, to the most recent address provided by the other party. If any part of these Terms is held invalid for any reason, the remaining provisions shall not in any way be affected or impaired.

These Terms and the documents to which it refers form the entire agreement the parties with respect to the subject matter herein. You may not rely on any other documents, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein.

Print Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name:

Student's Home Phone: