

#### Student Enrollment Agreement

#### Introduction

Any time you do business involving enough money that you would care if you lost it, it is both important and wise to set certain points in writing to ensure mutual understanding. This is particularly important if you are dealing with friends and family.

At Unbound we consider our students and their parents as friends, and we want to treat you like family. For that reason alone, it is important that we put some things in writing so that we are literally on the same page.

Everything following this introduction, beginning with the "Overview" section, is the "fine print" for the Ascend program. It states, as clearly as possible, all the details and expectations between Unbound and you, the student, regarding Ascend. It spells out what we expect from you and what you should expect from us. You should read it. All of it. Make sure you understand it and make sure that you agree with everything we have here.

The fine print has to be clear, detailed, and precise. This is important for many reasons. Its intention is to clearly lay out all the facts in a way that makes sure both parties share an understanding of the details, and to lay out the consequences if the agreement is broken.

Again, this is important. However, clear, detailed, and precise language is also cold and stark language, and there is something else important that we must understand.

Attitude, trust, and shared respect will go a long way in making sure that we don't ever have to refer to the fine print to resolve a problem. If two parties each have an attitude of recognizing each other as made in the image of God, of trusting each other, and of respecting each other, then any problems that arise should be resolved relatively quickly and easily - with no fine print needed.

With that in mind, while we ask you to read and understand the fine print as well, allow us to summarize the following fine print this way:

#### What We Expect From You

We want to be clear: We expect a lot from you.

Ascend isn't an easy program.

To be successful, complete the program, and maximize your time in Ascend, you are going to have to take responsibility for your education. You will need to manage your time well, work hard, be engaged, participate fully in the live events, be deeply involved in your Ascend Team, study with discipline, and take your assignments and the requirements of the program seriously.

We have high expectations regarding your attitude and your behavior as well.

Here is a portion of the rules that we go over at every one of our live events:

You are a college student. You are an Unbound student. Both of those things imply a level of maturity and responsibility that we are assuming you possess. As such, we think the amount of rules that we need to publish is pretty short.

(Rules 1 - 3 have to do with the specifics of each event)

# Rule #4: Treat other people the way you would like to be treated, act like an adult, and don't be stupid.

Being stupid includes, but is not limited to, breaking any of these rules or any of the official lists of rules in the Terms and Services document for Ascend.

Rule #5: If you feel like being stupid, see Rule #4.

Rule #6: If you have any doubts about the specifics related to Rule #4, check with Jonathan Brush or any of the Unbound Staff or Student Leaders.

They will help you discern stupid from OK.

Bottom Line: We are super excited that you are here!

We think an awful lot of you, and we expect an awful lot of you. We think we can get away with being a bit "tongue in cheek" with this rules summary because we think you are the kind of person who is mature enough to not really need them.

If we're wrong, we will kick you out of Ascend.

Seriously.

If you have any questions, concerns, worries, problems, or just need to talk, find Jonathan Brush, any Unbound Staff Member, or any Student Leader.

Did I mention that we're really glad you're here? Welcome to Unbound and welcome to Ascend! We can't wait to see what we can do together!

This pretty much sums up our attitude and our expectations for you. You joined something special and bigger than you when you joined Ascend. Not everyone can be part of Ascend. Since you are here, we think you have above average maturity, ability, and potential. We expect you to act like you have above average maturity, ability, and potential, and we plan to treat you like you have above average maturity, ability, and potential.

#### What You Should Expect From Us

We recognize that you have made some sacrifices and taken some risks to enroll in Ascend. You have chosen something different for college and your post-high school education, and you will probably have to explain that to everyone who asks you about it. You are taking a risk and trusting us when we tell you that this is a better way to do college.

Thank you. Thank you for trusting us, and for making that sacrifice and taking that risk.

We just told you we expect a lot from you. It's only fair that you should expect a lot from us.

Here's what you should expect:

We promise to a) use all of our God-given skill, ability, knowledge, time, and energy to b) give you the highest level of training, education, and experiences we possibly can, in order to c) prepare and equip you to be extraordinary at ordinary things. We believe if we do that, then you can change whatever part of the world God chose to put you in. We also believe that over time, if you are consistently extraordinary at ordinary things, then extraordinary will start to become ordinary for you. In other words, extraordinary will be your normal.

We promise to be as clear as possible about what Unbound and Ascend can do and what we do, and we promise to deliver that to the best of our ability.

When we fail in doing that (and we will fail, we're not perfect) we ask for your grace and that you would give us a chance to make it right. If you give us that chance, we promise to do our best to fix whatever went wrong.

If things go catastrophically wrong and you believe that not only have we not lived up to what we promised to deliver, but also that we can't fix what went wrong to your satisfaction, then we accept the responsibility for that.

Accepting responsibility means two things:

- If we agree with you that we were wrong and messed it all up, we will formally apologize. If we don't agree with you that we were wrong, we will formally explain why we disagree.
- Regardless of whether we agree or disagree that we were wrong, if you don't believe we lived up to our end of the agreement, then we will return everything you paid us.

That's what we mean when we promise that we take full responsibility for what we do.

We hope this section before the fine print helps you understand our heart and attitude and is the first step in building a relationship between us of mutual trust and respect.

Welcome to Unbound, and welcome to Ascend! We can't wait to reach new heights with you and see where we go together!

## <u>Overview</u>

You, the student, have elected to register for and enroll in a program or purchase related services offered by Unbound. In connection therewith, you agree to comply with the following terms and conditions.

#### Student Expectation

Students are expected to perform at a post-high school academic level regardless of age and warrant their understanding and agreement to this standard by signing this Student Enrollment Agreement.

## Call Recordings

From time to time, Unbound staff will review and collaborate on the student's record in order to best provide the services outlined within this Agreement. This enables the necessary members of the Unbound team to work together to meet and exceed the expectations of the student. Calls may be recorded for training and quality-control purposes. These recordings may be reviewed by select members of the Unbound staff.

#### **Financial Arrangements**

#### Payment: Paid-In-Full Enrollment

You agree to pay in full by credit card/debit or other payment acceptable to Unbound, for all of your purchases of Unbound programs and services, at the time of enrollment. You agree to pay all fees, plus applicable taxes, for any purchases you make concurrent with your order. If your payment method is declined and you receive the programs or services, you agree to pay all amounts due upon demand by us. If you have not yet received the programs or services, we

may cancel your order. If we request a third party to collect unpaid amounts that you owe us, you will be liable for all of our attorneys' and/or collection agency fees.

#### Payment: Payment Plan Enrollment

You agree to pay the specified deposit by credit card/debit or other payment acceptable to Unbound, for all of your purchases of Unbound programs and services, at the time of enrollment. You agree to pay all fees, plus applicable taxes, for any purchases you make concurrent with your order. If your payment method is declined and you receive the programs or services, you agree to pay all amounts due upon demand by us. If you have not yet received the programs or services, we may cancel your order.

You authorize us to charge the payment method we have on file, regardless of whether the information associated with such payment method has changed, including but not limited to the expiration date of a credit card, for your semester payments. We may receive updated information about your payment method from the issuing financial institution. If we request a third party to collect unpaid amounts that you owe us, you will be liable for all of our attorneys' and/or collection agency fees.

A non-refundable deposit of \$1,000 will be collected at the time of enrollment. Unless other arrangements have been made, the remaining tuition will be split into two payments due on September 5th and January 5th or into equal monthly payments due on the 5th of every month starting the month after enrollment. By enrolling and paying the deposit, you authorize us to charge the payment method we have on file for the remaining payments. You can request changes to your payment arrangements by emailing us at billing@beunbound.us or calling us at (540) 255-0050.

#### **Refunds & Disenrollments**

You can disenroll at any point by contacting the Student Support team at (540) 277-3138 or <u>support@beunbound.us</u>. Refunds will be available according to the following schedule:

- *Enrollment July 31st:* Full Refund (minus enrollment fees of \$1,500)
- August 1st November 30th: Spring Tuition Refund
- December 1st: No Refunds

## Ownership, Use & Access

#### Ownership, Access and Use

All program techniques and materials (online and print), content, code, software, data, videos, and session transcripts, copyrights, trademark rights and other intellectual and property rights used in or related to our program are the exclusive property of Unbound. You agree not to

disclose, reproduce, sell or distribute to any third party any information, written or spoken, including course materials, obtained from Unbound in connection with our program or courses, and agree to use such information only for your personal, non-commercial use.

Without limiting the foregoing, you further agree not to share your online Unbound password or to otherwise allow any other person to use the Unbound online resources purchased by you. To the extent you need to download software or documentation to access services or materials in connection with your program, Unbound grants you a limited, non-assignable, non-transferable, revocable license to use such services and materials solely for use with your purchased program or services and only for your personal, non-commercial use. Such a license will terminate when your program or service expires or otherwise terminates. You are solely responsible for all telephone, computer hardware and other equipment and all Internet or wireless services required for access to and use of our online services. Unbound reserves the right, in its sole discretion, to change these Student Enrollment Agreement Terms and Conditions, in whole or in part, at any time.

#### Disclaimer

Although Unbound will, at the outset, provide a current good faith estimate of the full cost at target institutions, it cannot be held liable for variations between the estimate and actual costs incurred by the student due to changes and/or updates to fee schedules and other policies after the initial estimate. Estimates are based upon third-party costs that are subject to change at any time. By signing this agreement, the student acknowledges full understanding of the possibility of variance between Unbound's good faith estimate and the costs they may actually incur leading up to graduation.

## Academic Integrity

Artificial Intelligence is an incredibly powerful tool, and it's one you will most likely use with increasing regularity in both your personal and professional worlds in the future. We're all about working smarter here at Unbound, and there's a time and a place for AI.

However, your Ascend work is *not* the time or place for AI use, and here's why.

First, we care more about your character than about faster work. When you claim content as your own that was created by AI or by another person, that's dishonest. And it's not okay. We'd rather you flunk every class in Ascend than flunk out in the field of character. School and training aren't eternal. You are.

Second, we care more about equipping you for your life than about speeding things up. Good training isn't something you rush through. Ascend (high school) is all about preparing you for your future. You're a human being, made in the image of God, and how you decide to use this training will shape your very human heart and mind and will and body. It's worth your investment

to wrestle with concepts, figure out what you think, be able to distill others' arguments (including those from the books you read), force words onto paper (even when it feels like a battle), and train yourself **well**.

Because of this, by signing this agreement, you agree to complete all assignments in Ascend or its courses—accredited or unaccredited—yourself, without any use of generative artificial intelligence (AI). You agree to not use AI tools to generate any content of any sort for any assignment. To do otherwise is to violate Unbound's Academic Code of Conduct. Violations will result in failing assignment or course grades and disciplinary action up to expulsion from the program.

## Information Sharing Consent and Privacy Policy

You authorize the disclosure and/or use of the student's academic and personal information ("Disclosure") with parents/legal guardians ("Guardians"), and/or educational institutions and companies (collectively recognized as "Third Parties") as set forth herein.

This is done for the purpose of, but not limited to, providing support to the student, ensuring students stick to the degree plan and progress through their courses, promoting communication with institutions on the student's behalf, providing proof of enrollment for discounts, providing personal information and transcript records to Unbound's course hosting institution partners. This consent shall be valid throughout the student's enrollment in a program and thereafter, but may be modified or rescinded in writing by the student. In addition to the parties outlined within the FERPA release below, any person or entity a student lists in their account with Unbound will be authorized for Disclosure.

The active collaborative relationships with outside parties is meant to enhance and strengthen the student's achievement of their individual goals and objectives related to their coursework as well as their degree. In most cases it will result in academic, technical, or transcription related collaboration.

Unbound assumes no responsibility or liability with regard to any theft, loss, alteration, or misuse of personal or other information lawfully provided by Unbound to Third Parties or with regard to the failure of Third Parties to abide by this privacy policy or agreement between Third Parties and Unbound.

## FERPA Compliance

This section of the agreement provides Unbound with the authorization to share your educational records on your behalf. By signing this Student Enrollment Agreement, you hereby authorize the release and disclosure of your educational records to:

• Guardians if the student is under 18

• Payors for students over 18 whose name differs from the name of the student's account

• Third Parties outside of a student's direct request will be limited to those Third Parties with whom Unbound maintains an active collaborative relationship and in such situations where the purposes of this consent are met.

All types of information are to be released under this consent. The type of information to be released is All Records, which is being released for the purpose of Educational Advisement, Education Progression, Course Transcription, and Data Integrity Verification.

You understand the information may be released orally or in the form of copies of written records, as preferred by the requester. You have a right to inspect any written records released pursuant to this Consent (except for parents' financial records and certain letters of recommendation for which the student waived inspection rights). You understand that you may revoke this Consent upon providing written notice. You further understand that until this revocation is made, this consent shall remain in effect and your educational records will continue to be shared by Unbound for the specific purposes described above.

#### **Travel Arrangements**

When Unbound makes travel arrangements, we endeavor to put together the most logical itinerary for you and communicate with you throughout the process. We will email you with initial event details 8-10 weeks prior to each event. You must read and reply to these emails within stated deadlines to make any changes to your proposed itinerary.

Our travel policies are as follow:

- You will automatically be classified as a driving attendee who will receive a travel voucher instead of a flight if your address on file is within 6 hours of the venue.
- Flights will be booked on one of the four major airlines (American, Delta, United, and Southwest) and will always be scheduled within the parameters for our event shuttles.
- Upon enrollment, we will ask you to identify a primary and secondary airport. We will endeavor to book flights to and from your primary airport. However, we will default to your secondary airport in the following circumstances:
  - the flight from the primary airport is over \$900
  - the flight from your primary airport is \$300 more than a comparable flight from your secondary airport
  - the flight from your primary airport would be a redeye
- If you request alternative travel destinations, you will be responsible for the increased cost above a standard round trip ticket to and from your home airport (as priced by Unbound staff at the time of travel booking).
- If you encounter any travel delays, it is your responsibility to communicate with the Unbound team. If you do not reach out to us, you will be responsible for making any necessary arrangements to arrive at the event.

- If you lose any personal items or luggage, you must notify the gate agent (typically within a few hours of the loss) to arrange transportation for your bag. Unbound cannot arrange for airport runs to retrieve lost luggage.
- It is always our goal to get you home the same day. In rare cases, we may need to work together to find an airport within a few hours of your destination to ensure that you do not need to make additional lodging arrangements (at your own expense).

# Event Conduct

When participating in Unbound events and live programs, you agree to abide by the following behavior policies and procedures:

- <u>Alcohol</u> Possession or consumption is strictly prohibited at Unbound events. Violation will result in immediate seizure with likely expulsion from the event.
- <u>Substance Abuse</u> Controlled substance use or possession, including marijuana, is strictly prohibited. Violation will result in immediate seizure with likely expulsion from the event.
- <u>Sexual Activity</u> Public or private sexual activity is strictly prohibited. Violation will result in immediate isolation from the group with likely expulsion from the event.
- <u>Bullying</u> Verbal bullying or cyberbullying is strictly prohibited. Violation will result in immediate isolation from the group and/or seizure of electronic tools with likely expulsion from the event.
- <u>Theft & Vandalism</u> Theft or vandalism of any property is strictly prohibited. Violation will result in immediate search of possessions with likely expulsion from the event.
- <u>Profanity or Vulgarity</u> Both verbal and non-verbal manifestations are strictly prohibited. Violation will result in immediate isolation from the group with likely expulsion from the event.
- <u>Unregistered Attendees</u> Invitation or participation of unregistered third-party individuals is strictly prohibited. Violation will result in immediate removal of the third-party individuals from the event grounds.
- <u>Curfew</u> If there is a stated curfew, all attendees must be in their respective rooms or dorms. Any violation may result in expulsion from the event.
- <u>Leaving the Venue</u>. Once you have completed your onsite registration all attendees are expected to remain on the venue's property until the event officially ends. Leaving the venue by any means, unless accompanied by Unbound staff, may result in expulsion from the event.

You are aware that violation of said policies is determined purely at the discretion of Unbound staff. You acknowledge that any costs incurred to respond to your violation of these policies will be your responsibility alone, including transportation costs of any kind if it is necessary for you

to return home early. You fully understand the arrangements made for your care and willingly consent to Unbound's provision for your spiritual, emotional, mental, and physical health and welfare during the period of time that you are involved in the event(s).

By signing this agreement, you acknowledge that you agree to these event policies.

## **Release of Personal Liability**

In consideration of your participation in the Unbound program and/or event(s) (hereinafter referred to as the "Program"), you hereby release and discharge Unbound, its managers, members, officers, employees, and their successors and assigns, (collectively referred to as Unbound), from all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of any injury or even injury resulting in your death, whether caused by the negligence of Unbound or otherwise while you are participating in the Program or in any travel or other activities connected with the Program.

You give Unbound permission to reproduce your likeness in their brochures, books, emails, newsletters, websites, and all other print or electronic media, and further allow Unbound to sell or distribute any aforementioned materials containing your likeness in whatever way it desires.

You further agree to indemnify Unbound from any loss, liability, damage or cost it may incur due to your participation in the Program whether caused by the negligence of Unbound or otherwise. You understand and hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Unbound during the Program and in any capacity whatsoever and for any and all purposes.

You expressly agree that this release, waiver, and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion thereof is held invalid, you agree that the remainder shall continue in full legal force and effect.

You are aware that your participation in the Program and travel to and from the Program are hazardous activities and are voluntarily participating in this Program with knowledge of the danger involved and hereby voluntarily agree to accept any and all risks of injury or death.

You have carefully read this agreement and fully understand its contents. By signing this agreement, you are aware that this is a release of liability and a contract between yourself and Unbound.

## Policy Amendments and Price Changes

From time to time, Unbound may elect to update or amend policies. If those amendments are relevant to existing students' enrollment, Unbound will provide notice of the amendments via

written communication. Upon receipt of the updated policies, terms or conditions, the changes will be deemed to have been accepted by the student, their parents/guardians and any party making payment on the student's behalf and will serve as an amended basis for the agreement for the term remaining. All prices and rates listed herein are subject to change.

## Governing Law

These Student Enrollment Agreement Terms and Conditions and any claim or dispute arising out of, relating to or in connection with these Student Enrollment Agreement Terms and Conditions or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflicts of law principles. The exclusive means of resolving any such claim or dispute shall be binding arbitration administered by the American Arbitration Association.

## Acceptance:

I understand that by signing the agreement below, I acknowledge that I have read and that I agree to these Student Enrollment Agreement Terms and Conditions for the duration of the Ascend program.

Note: You must be 18 years of age or older to accept these Student Enrollment Agreement Terms and Conditions. If you are less than 18 years of age, you must have a parent or guardian accept on your behalf. Signing below is a representation from you that you are at least 18 years of age.