



# Additional Terms and Conditions

## I understand and agree with ICS Canada as follows:

(1): (a) That the price agreed to be paid shall include: All charges for instruction service in all subjects of the program for which this agreement calls, and a Diploma or Certificate when I become qualified to receive it, provided my tuition is paid in full by that time, and provided I complete said program within the period of time allowed for the program.

(b) Course materials will be supplied to me as I proceed with my studies. I understand that my progress may be as rapid as my time, ability, and application permit. I understand and agree that my rate of progress in my studies, or my failure to study, will not affect my obligation to make payments.

(c) Students who opt for the Automatic Payment Plan understand that a 4-day retry will occur if a monthly payment on the requested due date is NSF, and the student will be responsible for any bank fees associated therewith.

(d) I understand that failure to fulfill my obligation to make payments and to return a signed copy of this agreement to the school could delay the correction of exams and access to additional study materials.

(2): I have the right to pay off the entire unpaid balance of my tuition fees within 45 days from the date of my enrolment. Unless I select the Full Payment Plan Option, my first monthly payment will become due approximately twenty-eight (28) days after my enrolment date. In the event a monthly payment is 10 days late, a \$15.00 late fee will become due. If the default is not covered within fifteen (15) days of our notice of such default, then the total program tuition will become due immediately, plus any related collection or attorney fees. A \$20.00 fee will be charged for any cheque, draft, electronic transfer, credit card, or money order which is dishonoured.

(3): Subject to Section 1(a) above, upon completion of my course and tuition obligation, I will be awarded the appropriate Diploma or Certificate.

(4): ICS Canada reserves the right to revise or modify the curriculum of any program in order to maintain the relevance of the program.

(5): I will have 2 years to complete my program. If my account is current, I will be allowed an extra six months to finish my studies for an additional fee not to exceed \$100.00. A second six-month extension can also be requested for an additional fee not to exceed \$100.00.

(6): ICS Canada reserves the right to academically cancel any student who does not demonstrate satisfactory progress. I may cancel this agreement by sending notice in writing for that purpose to ICS Canada.

## You agree that:

In the event you cancel or withdraw from ICS Canada, a refund of tuition will be provided as follows (to view online visit [www.icsslearn.ca/refund-policy.html](http://www.icsslearn.ca/refund-policy.html)):

(1) If you cancel within five (5) days after midnight of the day you sign the Enrollment Agreement, you will receive a refund of all monies paid to ICS Canada;

(2) If you cancel after five (5) days, but before submitting a completed assignment, you will receive a refund of all monies less the non-refundable registration fee of 20% of the tuition or \$200.00, whichever is less, and, if applicable, the non-refundable administrative and shipping and handling fees;

(3) If you cancel after completing at least one lesson but less than 50% of the program assignments, in addition to retaining the non-refundable registration fee and if applicable, the non-refundable administrative and shipping and handling fees, your tuition obligation is as follows:

- Up to and including 10% of the program, ICS Canada will retain 10% of the refundable tuition;
- If you cancel after 10% and up to and including 25% of the program, ICS Canada will retain 25% of the refundable tuition;
- If you cancel after 25% and up to and including 50% of the program, ICS Canada will retain 50% of the refundable tuition.

If you complete more than 50% of the program, ICS Canada shall be entitled to the entire program tuition and any applicable fees.

You may cancel or withdraw in any manner, but we recommend confirmation in writing be sent to ICS Canada, 610-245 Victoria Avenue, Westmount, QC H3Z 2M6. A reinstatement fee of \$25.00 will be charged for reactivation of a previously cancelled enrollment if reactivated within 180 days of cancellation.

(7): Notwithstanding anything contained in Section 6, if the student in this Agreement resides in Quebec at the time of enrolment, and cancels this Agreement, Section 46 of the Regulation respecting the application of the Consumer Protection Act, detailed below, comes into effect.

"Clause required under the Consumer Protection Act." (Service contract involving sequential performance for instruction, training or assistance)

The consumer may cancel this contract at any time by sending the form attached hereto or another notice in writing for that purpose to the merchant.

This contract is cancelled, without further formality, upon the sending of the form or notice.

If the consumer cancels this contract before the merchant has begun the performance of his principal obligation, the consumer has no charge or penalty to pay.

If the consumer cancels this contract after the merchant has begun the performance of his principal obligation, the consumer must pay only:

- the price of the services rendered him, computed on the basis of the rate stipulated in the contract; and
- the less of the following two sums: \$50.00, or a sum representing not more than 10% of the price of the services that were not rendered him.

Within 10 days following the cancellation of the contract, the merchant must restore to the consumer the money he owes him.

It is the consumer's interest to refer to sections 190 to 196 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

(8): In no event shall ICS Canada's liability exceed an amount equal to the amount of tuition paid by the student hereunder.

(9): This Contract shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

(10): The payment provisions hereof shall be binding upon the student and his/her heirs, executors, administrators, and legal representatives.

## Privacy Policy:

ICS Canada collects your personal information that is set out in this Agreement in order to administer and operate the ICS Canada courses, and you consent to such collection and to the use and disclosure of your personal information in accordance with the ICS Canada Privacy Policy (available at <http://www.icsslearn.ca/privacy.html>) and as follows. The information will be used to register you in the appropriate course and to monitor your academic progress. It will also be used to issue Diplomas/Certificates, as applicable, and to keep you informed about ICS Canada course updates and other products and services that may be of interest to you. The information will be retained by ICS Canada in accordance with applicable law and good practices. ICS Canada may disclose this information, under strict confidence, to outside agencies for the purpose of collecting any outstanding payment owed by you. In addition, ICS Canada may share personal contact information and demographic information about its students and prospective students with reputable business partners such as advertisers and other third parties. If you have any concerns, questions, or requests about the collection, use or disclosure of your personal information, please contact ICS Canada at the contact information set forth on the front page of the Agreement.

## Pricing based on program and payment plan chosen.

**NOTICE TO GUARANTOR** — You are being asked to guarantee payment to ICS Canada for the tuition and fees of the student listed on this Agreement, who is under the age of majority. Think carefully before you do so. Be sure you can afford to pay, and that you want to accept responsibility.

**BASIC GUARANTY** — To induce ICS Canada to enter into a payment plan for the tuition and fees of the student listed on this Agreement, I/we guarantee prompt and full payment of all tuition and fees as outlined in this Agreement and agree to be bound by its terms and conditions.

I may cancel this contract within five (5) days of the enrolment date by serving notice either personally or by certified mail to ICS Canada, 610-245 Victoria Avenue, Westmount, QC H3Z 2M6. In the case of certified mail, the day on which the notice was served will be the date of the postmaster's receipt for the envelope containing the notice. I understand that if my Enrollment Agreement is not accepted by ICS Canada, I will be entitled to receive a refund of the amount paid to the ICS Canada.

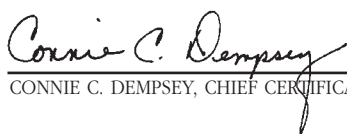
I understand that ICS Canada is private career college and is prohibited from guaranteeing a position to any student or prospective student. Students wishing to receive credit for this course should check with appropriate provincial authorities before enrolling. Every province has its own apprenticeship requirements in certain trade and technical areas. In a particular field, it may be necessary for the graduate to complete an apprenticeship before he/she is qualified to practice in their field.

ICS Canada advises all applicants and students that actual employment upon successful completion of any training course offered by ICS Canada will be dependent upon overall student application, presentation, initiative, and available employment opportunities. ICS Canada in no way guarantees employment upon successful completion of any training course offered by ICS Canada or otherwise.

Both International Career School Canada and ICS Canada are registered trade names of ICS Canada Operations Ltd.

ENROLMENT AGREEMENT ACCEPTED BY : ICS CANADA OPERATIONS LTD.

Per,

  
CONNIE C. DEMPSEY, CHIEF CERTIFICATION AND LICENSING OFFICER