

ACADEMIC HEADQUARTERS

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Chicago, IL 60607

ONLINE

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OFFICE OF RETURNING STUDENTS

Tel: 888-252-7895

AUGUSTA

Tel: 207-213-2500

CEDAR FALLS

Tel: 319-277-0220

CEDAR RAPIDS

Tel: 319-363-0481

DAVENPORT

Tel: 563-355-3500

DES MOINES

Tel: 515-727-2100

HAGERSTOWN

Tel: 301-766-3600

INDIANAPOLIS

Tel: 877-320-5430

LEWISTON

Tel: 207-333-3300

LINCOLN

Tel: 402-474-5315

MASON CITY

Tel: 641-423-2530

MILWAUKEE

Tel: 414-223-2105

OMAHA

Tel: 402-431-6100

ROCKVILLE

Tel: 301-258-3800

ST. LOUIS

Tel: 314-205-7900

Arbitration Agreement and Waiver of Jury Trial

1. Purdue Global and you agree to arbitrate all disputes, controversies, and claims between us. This arbitration agreement is a part of your Enrollment Agreement.
2. Purdue Global and you agree to arbitrate all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including, without limitation:
 - A. (i) claims relating to the Enrollment Agreement; (ii) claims relating to your enrollment, attendance, and/or education at Purdue Global; (iii) claims relating to financial aid and/or career service assistance provided by Purdue Global; and (iv) any claim by either party, no matter how described, pleaded, or styled, relating, in any manner, to any act or omission regarding your relationship with Purdue Global, its employees, or with externship sites or their employees;
 - B. claims that arose before this or any prior Enrollment Agreement (including, but not limited to, claims relating to advertising or other solicitations to enroll at Purdue Global);
 - C. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - D. any objection to arbitrability or the existence, scope, validity, construction, or enforceability of this arbitration agreement.

For purposes of this agreement, references to "Purdue Global" include its subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns.

3. Notwithstanding the foregoing, either party may bring an individual (not class) action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PURDUE GLOBAL EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.**
4. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Accordingly, this Agreement will be governed by and construed by federal law to the fullest extent possible, exclusive of its choice of law rules. To the extent there is no federal substantive law applicable to the dispute, the parties agree that the laws of the state of Illinois will apply, exclusive of its choice of law rules. Notwithstanding the provision in this paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this arbitration agreement will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA"). All issues relating to the enforcement of this arbitration agreement and the arbitrability of claims will be determined pursuant to the substantive and procedural provisions of the FAA. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, enforceability or formation, and/or effect of this arbitration agreement, including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable. This arbitration agreement will survive termination of the Enrollment Agreement.
5. Any arbitration will be administered by Judicial Arbitration & Mediation Services ("JAMS") and governed by JAMS' Streamlined Arbitration Rules and Procedures or, if applicable, JAMS' Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules issued by JAMS and in effect at the time the arbitration is filed, including, if applicable, JAMS' Consumer Arbitration Standards of Minimum Fairness. The JAMS rules are available online at <http://www.jamsadr.com/rules-clauses/>, by calling JAMS at 8003525267, from a local JAMS office, or by writing to the Notice Address.
6. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Purdue Global regarding any arbitration claims should be addressed to: Purdue Global, Attention: Office of the President, 9000 Keystone Crossing, Suite 800, Indianapolis, IN 46240 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). You may download or copy a form Notice and a form to initiate arbitration at: https://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf.
7. Unless Purdue Global and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your mailing or residence address, whichever you prefer, provided that JAMS has an office in that county (or parish). If JAMS does not have an office in that county (or parish), the arbitration will take place at a JAMS location in the closest county (or parish) to the one in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the JAMS rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the JAMS rules.
8. Initiating an arbitration requires payment of a filing fee. Currently, that filing fee is \$250, and is approximately equivalent to current court filing fees; but the amount of the fee is subject to change by JAMS. Generally, the filing fee is the only fee you will be required to pay to JAMS in connection with the arbitration: all other costs of administering the arbitration will be paid by Purdue Global, including any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services; however, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by JAMS Comprehensive Arbitration Rules and Procedures without reference to its Consumer Arbitration Standards of Minimum Fairness. If Purdue Global initiates an arbitration, Purdue Global will pay all costs associated with the arbitration.

9. Except as otherwise provided for in Paragraph 8 above, Purdue Global will pay all JAMS filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of or relief sought in your claim is frivolous or brought for an improper purpose (as determined by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by applicable JAMS rules. In such case, you agree to reimburse Purdue Global for all monies previously disbursed by it that are otherwise your obligation to pay under the JAMS rules.
10. **YOU AND PURDUE GLOBAL 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 OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Purdue Global agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
11. The arbitrator is bound by the terms of this arbitration agreement. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator has the authority to award monetary damages and may grant any non-monetary remedy or relief available under applicable law, but has no authority to award damages, remedies, or relief that would not be available under applicable law. The arbitrator has no authority to award attorneys' fees except as expressly provided by the Enrollment Agreement or authorized by law or the JAMS rules. The arbitrator is not permitted to commit errors of law, and any arbitration award may be vacated or corrected on appeal to a court of competent jurisdiction based on any such errors of law. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Any court having competent jurisdiction may enter judgment on any award rendered by the arbitrator.
12. We agree that either party has the option to appeal any award rendered by the arbitrator, by filing an appeal with JAMS' Appellate Panel, and that any such appeal will be governed by JAMS' Optional Appellate Panel Procedures. The rules regarding the Optional Appellate Procedures may be found at this link: <https://www.jamsadr.com/appeal/>.
13. If any part of this arbitration agreement is found to be invalid or unenforceable, that specific part will be severed, but the remainder of this arbitration agreement will continue in full force and effect. Any or all of the limitations set forth in this arbitration agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this arbitration agreement. This arbitration agreement is an integrated document and supersedes any other written or verbal agreements as to its subject matter. This arbitration agreement is to be broadly construed in favor of arbitration and will survive the termination of your relationship with Purdue Global.

Agreement

I have read and understand the information contained in this arbitration agreement.

Student Name (Print): Graham Kaplan **CVUE Number:** _____

Student Signature: _____ **Date:** _____

Copies: Student
Student File