

REFUND POLICY

There are 10 different refund-eligibility categories based on (1) whether the cancellation occurred prior to the start of class or (2) whether the withdrawal or termination occurred after the start of class. These two large categories are further subdivided by other criteria, as set forth below.

Non-Refundable Charges: In all cases below where ABA will retain a maximum total of \$500 identified as non-refundable charges, be advised that those non-refundable charges are the ones clearly identified on the Enrollment Agreement as non-refundable, including any application fee, registration fee, courier fees, and travel cancellation insurance.

<u>Charges Other Than Tuition That May Be Refundable in Whole or in Part</u>: All extra costs that are not defined as non-refundable charges, such as books, supplies, equipment, laboratory fees, rentals, and any similar charges not included in the tuition, are clearly stated in ABA's Enrollment Agreement. Such charges are not subject to the refund computation. The portion of these charges that ABA will retain is charges for materials that have already been distributed or fees that are otherwise attributable to the portion of the program or course that the student attended prior to withdrawal or termination.

(1) REFUNDS FOR CANCELLATIONS PRIOR TO THE START OF CLASS

- <u>Cancellation by ABA</u>: If ABA cancels a program level or course after an applicant's enrollment in it, ABA will refund all monies paid by the student. <u>ABA may make a decision on program-level or course cancellation as late as the day before the course is scheduled to begin</u>. It is very important that we have an accurate daytime phone number where we can reach every student to ensure prompt notification concerning such cancellations.
- <u>Rejection of Applicant</u>: If an applicant is rejected for enrollment by ABA, or if a
 prospective student has his/her visa application rejected by SEVP, ABA will refund all
 monies paid, less a maximum total of \$500 identified as non-refundable charges.
- Cancellation or No-Show By An Applicant Who Has Entered the United States with an I-20 Obtained Though ABA: If this type of applicant cancels prior to the start of scheduled classes or never attends class (no-show), ABA may retain all the tuition charges for up to six weeks of the semester and a maximum total of \$500 for non-refundable charges.
- <u>Cancellation or No-Show by All Other Applicants Prior to the Start of Class</u>: Except
 under the circumstances identified in the situation immediately above, if an applicant
 accepted by ABA cancels prior to the start of scheduled classes or never attends class
 (no-show), ABA will refund all monies paid, less a maximum total of \$500 identified as
 non-refundable charges.

(2) TERMINATION OR WITHDRAWAL AFTER THE START OF CLASS

- Students Terminated Due to Violation of ABA's Written Attendance, Conduct, and/or Student Progress Policies OR Violation of Local, State, or Federal Law: ABA is not obligated to make refunds to students who are terminated for any of these reasons, and no refund of any monies paid will be made under these circumstances.
- Students Who Withdraw at Any Time During the First 4 Weeks of Their First

 Semester at ABA: ABA will retain the tuition and fee charges applicable to the first 4 weeks of class and a maximum total of \$500 identified as non-refundable charges.
- Students Who Withdraw After the First 4 Weeks But Before or at the Midpoint of Their First Semester at ABA: ABA will retain a prorated amount of tuition plus a maximum total of \$500 identified as non-refundable charges. Prorated refunds for the first semester will be calculated on a weekly basis. When determining the number of weeks, ABA will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.
- Students Who Withdraw After the Midpoint of Their First Semester at ABA: ABA will retain all of the tuition and fee charges for that semester. Since ABA registers students one semester at a time, this means that no monies will be refunded to such students.
- Students Who Withdraw After Completing Their First Semester but Before or at the Midpoint of Any Subsequent Semester: ABA will retain a prorated amount of tuition for time attended up to the midpoint plus a maximum total of \$500 identified as non-refundable charges. Prorated refunds for time attended up to the midpoint will be calculated on a weekly basis. When determining the number of weeks, ABA will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.
- Students Who Withdraw After the Midpoint of Any Semester After Their First
 Semester at ABA: ABA will retain all of the tuition and fee charges for that semester.

REFUND DUE DATES

If an applicant never attends the course for which he/she applied (no-show) or cancels the contract prior to the course start date, all refunds due will be made within forty-five (45) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.

For an enrolled student who has attended class, the refund due will be calculated using the last date of attendance (LDA) and be paid within forty-five (45) calendar days from the documented date of determination (DoD). The date of determination is the date the student gives written notice of withdrawal to ABA or the date ABA terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policies.

MANDATORY REFUND-PROCESSING WAITING PERIOD

Not only does ABA have 45 days from the LDA or DoD as described in the previous section, under no circumstances will ABA process any refund in less than 14 days after the LDA or DoD. This waiting period is mandatory for every student, regardless of the circumstances that have necessitated the refund processing procedure to take place. This amount of time is required for accurate calculation of the refund due to a student under the specific circumstances of his/her leaving the school.

No student will be permitted to pressure any school official to make a refund in less than 14 days. Any student engaging in such behavior will be required to leave the school premises immediately; a school official will contact the student to return when the refund is ready.

HOW TO REQUEST WITHDRAWAL FROM ABA AND A TUITION REFUND

Any student who wishes to withdraw from ABA must send a written notification of withdrawal and a request for the applicable refund to abalanguage@gmail.com.

CONTACT INFORMATION FOR REFUNDS

ABA has a record of the local address and phone as well as the foreign address (if applicable) of every student as given on the Enrollment Agreement for the current class period. Any student who knows that he/she will not be able to return to the school to complete the refund process should inform the school if the contact information on their most recent Enrollment Agreement has changed in any way. School officials will rely on this information to contact a student when the refund process is ready to be concluded so that the student may return to school for this purpose.

If a student who has been contacted does not return to complete the refund process or if the school is unable to reach the student to conclude the refund process, the school will mail a copy of the Refund Calculation Form and the refund due (if any) to the student's local or foreign address, as applicable by the refund due date.

FORM OF REFUND

ABA issues all refunds as checks and will mail refund checks to the requesting student's current mailing address as noted above. Refund checks will be made payable to the student, regardless of who paid for the program or course. This is ABA policy, and no exceptions can be made.