



Star 5 Corporate Training, d/b/a  
New Horizons Colorado  
4775 Centennial Blvd Ste 103  
Colorado Springs, CO 80919 (719) 300-7750

*Approved and regulated by the Colorado Department of Higher Education, Private Occupational School Board*

## Student Enrollment Agreement

THIS AGREEMENT, TOGETHER WITH THE SCHOOL CATALOG, CONSTITUTES A BINDING CONTRACT BETWEEN THE STUDENT AND THE SCHOOL UPON ACCEPTANCE BY THE SCHOOL.

READ APPLICATION THOROUGHLY BEFORE ANSWERING QUESTIONS

### Student Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Parent/Guardian (if student is under 18): \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Check  Male  Female

### Program Information (School Only)

Program Title: \_\_\_\_\_ Length: \_\_\_\_\_ Clock Hours: \_\_\_\_\_

Class Schedule:  Full Time  Part Time  Day Classes  Evening Classes

Hours per Week: \_\_\_\_\_ Start Date: \_\_\_\_\_ Anticipated Ending Date: \_\_\_\_\_

Tuition: \$ \_\_\_\_\_  
Registration Fee \$ \_\_\_\_\_  
Books & Materials \$ \_\_\_\_\_  
Other Costs \$ \_\_\_\_\_  
Total Program Price: \$ \_\_\_\_\_

This agreement is binding upon acceptance by the school  
Student's Acknowledgement: \_\_\_\_\_ School Official's Acknowledgement: \_\_\_\_\_

**Methods of Payment**

- Full payment at time of signing enrollment agreement
- Registration fee at the time of signing enrollment agreement with balance paid prior to starting date
- Registration fee at time of signing enrollment agreement with balance paid after graduation by a payment plan.
- Pay With Credit Card
- Pay With Third Party
- VR&E
- 9/11 GI Bill

**NOTE:** For School offering a payment plan with four or more payments the federal boxes or vertical listing must be included on the contract. **(N/A, if not applicable or line through)**

ANNUAL PERCENTAGE RATE  %	FINANCE CHARGE  \$	Amount Financed The dollar amount the credit provided to you or on your behalf.  \$	Total of Payment The amount you will have paid after you have made all payments as scheduled.  \$	Total Sales Price The total cost of your purchase on credit including your down payment of  \$
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments	Amount of each payment	When payments are due		
	\$	Beginning on ____ / ____ / ____ and on the same day each (check one) <input type="checkbox"/> weekly or <input type="checkbox"/> bi-weekly thereafter		

All prices for program are printed herein. There are no carrying charges, interest charges, or service charges connected or charged with any of these programs. Contracts are not sold to a third party at any time. Cost of class is included in the price cost for the goods and services.

**ADMISSIONS REQUIREMENTS**

New Horizons Colorado has a minimum age requirement for enrollment of 17 years. An applicant requesting admission may be asked to take entry-level class(s) before entering a program. There would be no testing on these entry-level classes that would keep the applicant from entering the program. If the applicant did not have even basic knowledge of entry-level classes, which may be prerequisites for a program, applicant may be required to take the entry-level class(s) before entering the program. Students must show that they have a basic knowledge of program during interview prior to enrollment.

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**CANCELLATION AND REFUND POLICY**

Should a student's enrollment be terminated or cancelled for any reason, all refunds will be made according to the following refund schedule:

1. Cancellation can be made in person or by Certified Mail.
2. All monies will be refunded if the school does not accept the applicant or if the student cancels within three (3) business days after signing the enrollment agreement and making initial payment and ten business days before the scheduled class(s) start.
3. Cancellation after the third (3<sup>rd</sup>) business day from signing the enrollment agreement and making initial payment, but before the first class, will result in a refund of all monies paid, with the exception of the cancellation fee of \$50.00 per program and a maximum non-refundable amount of \$150.00.
4. Refunds will be made within 30 days of termination or receipt of cancellation notice.
5. The official date of termination or withdrawal of a student shall be determined in the following manner:
  - a. The date on which the school receives written notice of the student's intention to discontinue the training program; or
  - b. The date on which the student violates published school policy, which provides for termination.
  - c. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the school determines the student is not returning or the day following the expected return date.
6. The student will receive a full refund of tuition and fess paid if the school discontinues a program/stand alone course within a period of time a student could have reasonable completed it, except that this provision shall not apply in the event the school ceases operation.
7. A student can be dismissed, at the discretion of the Director, for insufficient progress, non-payment of costs, or failure to comply with rules.
8. The policy for granting credit for previous training shall not impact the refund policy.
9. All training must be completed within a 1-year calendar time frame from the start of the first class date or program date. Programs end after 1 year. Students may re-enroll if they meet the current admission requirements. Transcripts will reflect completed courses only.
10. In the case of students withdrawing after commencement of classes, the school will retain a cancellation charge plus a percentage of tuition and fees, which is based on the percentage of contact hours attended, as described in the table below. The refund is based on the official date of termination or withdrawal.

<i>Student is entitled to upon withdrawal/termination</i>	<i>Refund</i>
Within first 10% of program	90% less cancellation charge
After 10% but within first 25% of program	75% less cancellation charge
After 25% but within first 50% of program	50% less cancellation charge
After 50% but within first 75% of program	25% less cancellation charge
After 75% [if paid in full, cancellation charge is not applicable]	NO Refund

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Student's Acknowledgement: \_\_\_\_\_ School Official's Acknowledgement: \_\_\_\_\_



**GROUNDS FOR TERMINATION**

I agree to comply with the rules and policies and understand that the School shall have the right to terminate this contract and my enrollment at any time for violation of rules and policies as outlined in the catalog. I understand that the School reserves the right to modify the rules and regulation, and that I will be advised of any and all modifications.

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**GRADUATION REQUIREMENTS**

I understand that in order to graduate from the program and to receive a diploma, I must successfully complete the required number of scheduled clock hours as specified in the catalog and on the Student Enrollment Agreement, Grades are based on a Pass/Fail grading system. I must satisfy all financial obligations to the School.

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**EMPLOYMENT ASSISTANCE**

I understand that the School has not made and will not make any guarantees of employment or salary upon my graduation. The School will provide me with placement assistance, which will consist of identifying employment opportunities and advising me on appropriate means of attempting to realize these opportunities.

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**STUDENT COMPLAINTS**

Student Complaints should be brought to the attention of the School Director to attempt resolution. The Director and student are to follow the grievance procedures according to school policy printed in the school catalog. If satisfactory resolution cannot be reached between the student and the school, complaints may be filed by a student or guardian at any time online with the Division of Private Occupational Schools (DPOS) within two years from the students' last date of attendance or at any time prior to the commencement of training at <http://higher.ed.colorado.gov/dpos>, 303-862-3001.

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**ACKNOWLEDGEMENT**

This contract contains the entire agreement between the school and myself, and no further modification or representation except as herein expressed in writing will be recognized.

This agreement is binding upon acceptance by the school  
Student's Acknowledgement: \_\_\_\_\_ School Official's Acknowledgement: \_\_\_\_\_

**Consumer Rights and Notices**

- a. You may cancel this agreement without any penalty or obligation within 3 business days from the above date and receive a full refund of all payments made to the seller.
  
- b. You may also cancel this agreement upon a doctor's order that you cannot physically receive the services as stated in the agreement or the services as stated cease to be offered. If the agreement is ever canceled for either of these reasons, then the seller (New Horizons) will refund any monies for unused services. The refund will be based upon that proportion of unused course hours in relation to the total program course hours. Any books, tests or material that have been used, opened or expired are not refundable.
  
- c. It is your responsibility to check with appropriate Colorado regulatory agencies to confirm program/course work will satisfy initial or renewal licensing or certification of that agency.

**Notice to Buyer:** Do not sign this contract before you have read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights. All signers to the agreement acknowledge that they have received and read a copy of the course catalog (Volume 1, effective date 2/1/2022) and enrollment agreement.

\_\_\_\_\_  
Signature of Applicant      Date

\_\_\_\_\_  
Signature of Parent/Guardian      Date

\_\_\_\_\_  
Signature of School Official      Date

This agreement is binding upon acceptance by the school  
Student's Acknowledgement: \_\_\_\_\_ School Official's Acknowledgement: \_\_\_\_\_

NEW HORIZONS COMPUTER LEARNING CENTERS

SELLER COPY

ID# 458956

COLORADO RETAIL INSTALLMENT CONTRACT

Credit Extension Date 1/24/2023 Enrollment Start Date 1/1/2023 Expected Graduation Date 2/1/2023 Student ID Number Sample6789 TFC Account Number G1074-□□□□□

As payment for tuition, books and supplies at the Seller, NEW HORIZONS COMPUTER LEARNING CENTERS (along with its affiliate, parent and subsidiary companies, hereinafter "the School") located at 7020 AC SKINNER PARKWAY SUITE 180; JACKSONVILLE, FL 32256,

I promise to pay to the School the sum of \$12,264.00 ("Amount Financed" plus Interest)

This Contract is also subject to the terms and conditions contained on pages 2 and 3 of this Contract. All sums due shall be payable in lawful money of the United States. If estimated Title IV funds listed below are not received by Buyer, Buyer is responsible for this amount and a new payment plan will be issued by the School to reflect the change in the Amount Financed and a Change in Terms Agreement will be executed.

**Buyer**  
 Print Full Name Sample Sample  
 Address Sample Sample  
 City/State/Zip Colorado Springs, CO 80919  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number 123-456-7891 Email Sample@sample.com  
 Date of Birth 1/1/2000  
 Social Security Number 123-45-6789

**Co-Buyer**  
 Print Full Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/ Zip \_\_\_\_\_  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number \_\_\_\_\_ Email \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_  
**DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate.  <b>3.61%</b>	<b>FINANCE CHARGE:</b> The dollar amount the credit will cost you.  <b>\$2,064.00</b>	<b>AMOUNT FINANCED:</b> The amount of credit provided to you or on your behalf.  <b>\$10,200.00</b>	<b>TOTAL OF PAYMENTS:</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$12,264.00</b>	<b>TOTAL SALE PRICE:</b> The total cost of your purchase on credit, including your initial payment of \$100.00.  <b>\$12,364.00</b>
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of each payment	Payments are due on the same day each month beginning	APR %
6	\$100.00	May 1, 2023	0.00 %
120	\$97.20	November 1, 2023	4.00 %
			%
			%

**LATE FEES:** For a period in default of not less than 10 days, an amount of \$15.  
**RETURNED TRANSACTION FEES:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.  
**NOTICE TO BUYER:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Itemization of the Amount Financed

1. Cash Price	
a. Tuition	<u>\$10,300.00</u>
_____	_____
_____	_____
2. Total Cash Price	<u>\$10,300.00</u>
3. Less Deductions	
a. Down Payment	<u>\$100.00</u>
_____	_____
4. Total Deductions	<u>\$100.00</u>
5. Amount Financed	<u>\$10,200.00</u>

## ADDITIONAL TERMS OF THIS CONTRACT

### DEFINITIONS.

"Amount Financed" is the principal amount of the credit extended to Buyer and Co-Buyer, if applicable, under this Contract as shown in the table on page 1 entitled "Itemization of the Amount Financed".

"Credit Extension Date" means the date shown on page 1 of this Contract which is the date the School extends you credit in the amount of the Amount Financed and will be the date Interest, if any, will begin to accrue on the Amount Financed.

"Payment Period" means the period beginning on the day following the Credit Extension Date. During the Payment Period you will make monthly amortized payments of principal and Interest, if any, until all sums due under this Contract have been paid in full. The amount and number of your consecutive monthly payments of principal and Interest, if any, will be the payment amount and number of payments stated on page 1 of this Contract and in the Final Disclosure Statement, if applicable, delivered to Buyer. If, however, the unpaid principal balance of the Amount Financed at the beginning of the Payment Period is different than the Amount Financed shown on page 1 of this Contract and in the Final Disclosure Statement, the monthly payment will be the amount that will fully repay the principal amount as of the beginning of the Payment Period in monthly installments of principal and Interest, if any, at the Interest Rate over the number of months left in the Payment Period.

"Interest" means the dollar amount resulting from the application of the Interest Rate to the projected unpaid principal balance of the Amount Financed under this Contract based on the payment schedule and assuming all scheduled payments are made on a timely basis.

"Interest Rate" means the amount charged, expressed as a percentage of the projected unpaid principal balance of the Amount Financed under this Contract, based on a 365 day year. When applied to each monthly payment, the Interest Rate is divided by 12. The percentage rate for each of the four tiers is set forth in this Contract. In the event you fail to make a scheduled payment on the due date for such payment and do not cure the default within ten (10) calendar days, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum, effective from and after the due date for such payment amount.

Annual Percentage Rate ("APR") – The APR under this Contract is stated on page 1 and in the Final Disclosure Statement delivered to the Buyer and Co-Buyer, if applicable. The Interest Rate may not be the same as the APR. The Finance Charge shown on page 1 and in the Final Disclosure Statement is figured by applying the true annual interest rate divided by 12 to the outstanding principal amount defined by the Colorado Uniform Consumer Credit Code to the unpaid balance of the Amount Financed. The Finance Charge and the Total of Payments shown in the Final Disclosure Statement are figured based on the assumption that you will make each payment based on payment schedule and assuming all scheduled payments are made on a timely basis.

### GENERAL CONTRACT TERMS.

We" and "us" means NEW HORIZONS COMPUTER LEARNING CENTERS (along with its affiliate, parent and subsidiary companies, and its successors and assigns). "You" and "your" mean Buyer and Co-Buyer, jointly and individually.

You have been given the opportunity to pay for the tuition, books and supplies for either the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the tuition, books and supplies if you pay for them over time. You agreed to purchase the tuition, books and supplies over time. The Total Sale Price shown in this Contract assumes that all payments will be made as scheduled.

We do not intend to charge or collect, and you do not agree to pay, any Finance Charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. It is also governed by applicable federal law and regulations. The School may assign this Contract. The law of the state in which you reside shall govern this transaction.

**NAME AND LOCATION:** The name and address provided on page 1 of this Contract are your exact legal name and your current principal residence. If you change your name or principal residence, you must provide written notice of such change within 30 calendar days.

**CONTACT:** You agree that we and any of our affiliates, agents, service providers or assignees may call you, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message for any purpose related to your Contract with us, our products and services, or surveys or research (each a "Communication"). You agree that we and any of our affiliates, agents, service providers or assignees may call or text you at any telephone number associated with the Contract, including cellular telephone numbers, and may send an e-mail to any email address associated with the Contract. You also agree that we and any of our affiliates, agents, service providers or assignees may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. We will not charge you for a Communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent.

**DEFAULT:** You will be in default on this Contract (except as prohibited by law) if: A) You fail to perform any obligation that you have undertaken in this Contract; or B) We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract. If an event of default occurs as to any one of you, we may exercise our remedies against any and all of you as described in REMEDIES below.



**REMEDIES:** If you are in default on this Contract, such as withdrawing from the School, we have all of the remedies provided by law and this Contract. We may require you to immediately pay us, subject to any refund required by law and your right to cure, if applicable, the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. By choosing any one or more of these remedies, we do not give up our right to later use another remedy. We may also, to the extent permitted by law, deny Buyer access to classes, computers, final exams, and other educational services at the School, terminate or suspend Buyer's enrollment, deny or cancel Buyer's registration for additional classes, not issue Buyer's grades, withhold Buyer's transcripts, course completion certificates, and take other similar actions affecting Buyer's status as a student at the School. In the event that you fail to make a payment on the scheduled payment date and do not to cure the payment default within ten (10) calendar days after the due date for such payment, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum effective from and after the due date for such payment amount

**COSTS OF COLLECTION AND ATTORNEY'S FEES:** You agree to pay the reasonable costs and attorney's fees allowed by law that we incur to collect this debt. To the extent permitted by the United States Bankruptcy Code, you also agree to pay the reasonable attorney's fees and costs that we incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. Reasonable attorney's fees and costs shall be awarded to the prevailing party in any action on this Contract regardless of whether such action is instituted by the Seller, holder or Buyer. Where the defendant alleges in his answer that he tendered to the plaintiff the full amount to which he was entitled, and thereupon deposits in court, for the plaintiff, the amount so tendered, and the allegation is found to be true, then the defendant is deemed to be a prevailing party within the meaning of this article.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: A) demand payment of amounts due; B) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner, or; C) give notice that we intend to make, or are making, this Contract immediately due.

**NO WAIVER BY US:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Contract without losing them. For example and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any late fee in case of a late payment without losing our right to impose a late fee for other late payments.

**RIGHT TO PREPAY:** You have the right to prepay all or any part of your obligations under this Contract without penalty with payments first applied against late charges, then finance charges and then to principal Amount Financed owed.

**COMPLETE CONTRACT:** This Contract is the complete and exclusive statement of the Contract to extend credit and no oral Contracts to extend credit or to forbear from enforcing this Contract including promises to extend or renew this debt are enforceable.

**CLASS CONSIDERATIONS AND CONSOLIDATIONS.** No party to this Contract shall be entitled to join or consolidate disputes by or against any other party to this Contract in any arbitration, litigation, except as against those parties to this Contract, or to participate in any arbitration or litigation as a representative or member of a class, or to act in the interest of the general public or in a private general capacity.

**WHERE TO MAKE PAYMENTS:** All payments made hereunder should be made TFC Credit; PO Box 1246; San Ramon, CA 94583. Forms of accepted payment are credit card, electronic check, or Money Gram. Auto debit payment options may be used through credit card or ACH. The School or any other future holder of this Contract may direct you to make payments in a different manner or to a different place or address.

**YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE CONTRACT BEFORE SIGNING, YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

#### NOTICE

**Any holder of this consumer credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of good or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed the amounts paid by the debtor under this Contract.**

NEW HORIZONS COMPUTER LEARNING CENTERS

BUYER COPY

ID# 458956

COLORADO RETAIL INSTALLMENT CONTRACT

Credit Extension Date 1/24/2023 Enrollment Start Date 1/1/2023 Expected Graduation Date 2/1/2023 Student ID Number Sample6789 TFC Account Number G1074-□□□□□

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**Buyer**  
 Print Full Name Sample Sample  
 Address Sample Sample  
 City/State/Zip Colorado Springs, CO 80919  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number 123-456-7891 Email Sample@sample.com  
 Date of Birth 1/1/2000  
 Social Security Number 123-45-6789

**Co-Buyer**  
 Print Full Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/ Zip \_\_\_\_\_  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number \_\_\_\_\_ Email \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_  
**DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate.  <b>3.61%</b>	<b>FINANCE CHARGE:</b> The dollar amount the credit will cost you.  <b>\$2,064.00</b>	<b>AMOUNT FINANCED:</b> The amount of credit provided to you or on your behalf.  <b>\$10,200.00</b>	<b>TOTAL OF PAYMENTS:</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$12,264.00</b>	<b>TOTAL SALE PRICE:</b> The total cost of your purchase on credit, including your initial payment of \$100.00.  <b>\$12,364.00</b>
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of each payment	Payments are due on the same day each month beginning	APR %
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120	\$97.20	November 1, 2023	4.00 %
			%
			%

**LATE FEES:** For a period in default of not less than 10 days, an amount of \$15.  
**RETURNED TRANSACTION FEES:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.  
**NOTICE TO BUYER:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Itemization of the Amount Financed

1. Cash Price	
a. Tuition	<u>\$10,300.00</u>
_____	_____
_____	_____
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3. Less Deductions	
a. Down Payment	<u>\$100.00</u>
_____	_____
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"Interest" means the dollar amount resulting from the application of the Interest Rate to the projected unpaid principal balance of the Amount Financed under this Contract based on the payment schedule and assuming all scheduled payments are made on a timely basis.

"Interest Rate" means the amount charged, expressed as a percentage of the projected unpaid principal balance of the Amount Financed under this Contract, based on a 365 day year. When applied to each monthly payment, the Interest Rate is divided by 12. The percentage rate for each of the four tiers is set forth in this Contract. In the event you fail to make a scheduled payment on the due date for such payment and do not cure the default within ten (10) calendar days, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum, effective from and after the due date for such payment amount.

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We" and "us" means NEW HORIZONS COMPUTER LEARNING CENTERS (along with its affiliate, parent and subsidiary companies, and its successors and assigns). "You" and "your" mean Buyer and Co-Buyer, jointly and individually.

You have been given the opportunity to pay for the tuition, books and supplies for either the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the tuition, books and supplies if you pay for them over time. You agreed to purchase the tuition, books and supplies over time. The Total Sale Price shown in this Contract assumes that all payments will be made as scheduled.

We do not intend to charge or collect, and you do not agree to pay, any Finance Charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. It is also governed by applicable federal law and regulations. The School may assign this Contract. The law of the state in which you reside shall govern this transaction.

**NAME AND LOCATION:** The name and address provided on page 1 of this Contract are your exact legal name and your current principal residence. If you change your name or principal residence, you must provide written notice of such change within 30 calendar days.

**CONTACT:** You agree that we and any of our affiliates, agents, service providers or assignees may call you, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message for any purpose related to your Contract with us, our products and services, or surveys or research (each a "Communication"). You agree that we and any of our affiliates, agents, service providers or assignees may call or text you at any telephone number associated with the Contract, including cellular telephone numbers, and may send an e-mail to any email address associated with the Contract. You also agree that we and any of our affiliates, agents, service providers or assignees may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. We will not charge you for a Communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent.

**DEFAULT:** You will be in default on this Contract (except as prohibited by law) if: A) You fail to perform any obligation that you have undertaken in this Contract; or B) We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract. If an event of default occurs as to any one of you, we may exercise our remedies against any and all of you as described in REMEDIES below.

**REMEDIES:** If you are in default on this Contract, such as withdrawing from the School, we have all of the remedies provided by law and this Contract. We may require you to immediately pay us, subject to any refund required by law and your right to cure, if applicable, the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. By choosing any one or more of these remedies, we do not give up our right to later use another remedy. We may also, to the extent permitted by law, deny Buyer access to classes, computers, final exams, and other educational services at the School, terminate or suspend Buyer's enrollment, deny or cancel Buyer's registration for additional classes, not issue Buyer's grades, withhold Buyer's transcripts, course completion certificates, and take other similar actions affecting Buyer's status as a student at the School. In the event that you fail to make a payment on the scheduled payment date and do not to cure the payment default within ten (10) calendar days after the due date for such payment, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum effective from and after the due date for such payment amount

**COSTS OF COLLECTION AND ATTORNEY'S FEES:** You agree to pay the reasonable costs and attorney's fees allowed by law that we incur to collect this debt. To the extent permitted by the United States Bankruptcy Code, you also agree to pay the reasonable attorney's fees and costs that we incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. Reasonable attorney's fees and costs shall be awarded to the prevailing party in any action on this Contract regardless of whether such action is instituted by the Seller, holder or Buyer. Where the defendant alleges in his answer that he tendered to the plaintiff the full amount to which he was entitled, and thereupon deposits in court, for the plaintiff, the amount so tendered, and the allegation is found to be true, then the defendant is deemed to be a prevailing party within the meaning of this article.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: A) demand payment of amounts due; B) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner, or; C) give notice that we intend to make, or are making, this Contract immediately due.

**NO WAIVER BY US:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Contract without losing them. For example and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any late fee in case of a late payment without losing our right to impose a late fee for other late payments.

**RIGHT TO PREPAY:** You have the right to prepay all or any part of your obligations under this Contract without penalty with payments first applied against late charges, then finance charges and then to principal Amount Financed owed.

**COMPLETE CONTRACT:** This Contract is the complete and exclusive statement of the Contract to extend credit and no oral Contracts to extend credit or to forbear from enforcing this Contract including promises to extend or renew this debt are enforceable.

**CLASS CONSIDERATIONS AND CONSOLIDATIONS.** No party to this Contract shall be entitled to join or consolidate disputes by or against any other party to this Contract in any arbitration, litigation, except as against those parties to this Contract, or to participate in any arbitration or litigation as a representative or member of a class, or to act in the interest of the general public or in a private general capacity.

**WHERE TO MAKE PAYMENTS:** All payments made hereunder should be made TFC Credit; PO Box 1246; San Ramon, CA 94583. Forms of accepted payment are credit card, electronic check, or Money Gram. Auto debit payment options may be used through credit card or ACH. The School or any other future holder of this Contract may direct you to make payments in a different manner or to a different place or address.

**YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE CONTRACT BEFORE SIGNING, YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

#### NOTICE

**Any holder of this consumer credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of good or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed the amounts paid by the debtor under this Contract.**

2010 Crow Canyon Place #300 . San Ramon . CA . 94583-1344



Address Correction Requested

Account #: To Be Assigned  
Reference: G1074  
Minimum Due: \$100.00

**Mail To:**

**Student Name**  
Sample Sample

**TFC Credit Corporation**  
P.O. Box 579  
San Ramon, CA 94583-0579

 Cut Coupon & Return With Your Payment

We are pleased to provide you with this initial payment coupon. A monthly payment reminder will be mailed to you at your mailing address as indicated on the retail installment contract. Please notify us immediately if changes or corrections need to be made to your address.

If you have any questions regarding your loan, please call one of our loan counselors toll-free at (800) 872-9832.

Student Name	Your Account Is	Your Next Payment Is Due By This Date
Sample Sample	To Be Assigned	5/1/2023

**Helpful Payment Instructions:** All payments are due on or before the due date. Any payments received after this date may be subject to late charges. Your canceled check or money order stub is your receipt. Please do not send cash.

# TFC Student Website **TFCSTUDENTINFO.COM**

## Students will need:

- ✓ **TFC Account Number**  
You will receive a welcome call from a TFC representative with your account number within the next few days (followed by a monthly payment reminder via mail or email).
- ✓ **Last Name** as entered on the contract
- ✓ **The Last Four Digits** of your social security number
- ✓ **A Valid Email Address** which will be used as your login name for the site

After you enter your information, we'll send you a link via email to activate your account, and you can get started right away.

## Using this website, you are able to:

- ✓ Check the status of your account
- ✓ View transaction history and payoff amount
- ✓ Manage contact information - update address, phone number and email
- ✓ Make payments online and set up automatic payments with your bank account or your credit/debit card
- ✓ Sign up for reminder text messages to avoid late fees - you'll be notified before your payment due date and again before your account falls past due
- ✓ Switch to email monthly payment reminders

If you have any questions, please contact us at 800-872-9832 or [ClientServices@TFCTuition.com](mailto:ClientServices@TFCTuition.com)

**TFC**

**Tuition Financing**

# APPLICATION AND SOLICITATION DISCLOSURES

NEW HORIZONS COMPUTER LEARNING CENTERS  
7020 AC SKINNER PARKWAY SUITE 180  
JACKSONVILLE, FL 32256

## Loan Interest Rates & Fees

Your starting interest rate will be between

0.00 % and 6.00 %

### Your Starting Interest Rate (upon approval)

The starting interest rate you pay will be determined after you apply.

If approved, we will notify you of the rate you qualify for within the stated range.

### Your Interest Rate during the life of the loan

**Your rate is fixed.** This means that your rate will not change during the life of the loan unless you choose a tiered loan repayment option. In that case, the rate will only change one time when entering repayment of the second tier.

## Loan Fees

**Late Fees:** For a period in default of not less than 10 days, an amount of \$15. **Returned Transaction Fees:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.

## Loan Cost Examples

The total amount you will pay for this loan will vary depending upon when you start to repay it. This example provides estimates based upon two (2) repayment options available to you while enrolled in school.

Repayment option (while enrolled in school)	Amount Provided (amount provided directly to you or your school)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid over term listed on left (includes associated fees)
<b>1. Make Full Payments</b> Pay both principal and interest amounts at a single interest rate	\$10,000.00	6.000%	60 starting after your first payment	\$11,599.80
<b>2. Tiered Payments</b> Make a certain number of payments at a lower interest rate and the remaining loan payments at a higher interest rate	\$10,000.00	6.000% / 6.000%	66 starting after your first payment	ERROR

### About this example:

These repayment examples are based upon (a) a loan amount that may be greater than, or less than, the actual amount provided by the borrower, and (b) the highest starting rate currently charged including the highest rate in each tier or tiered payment.

## Federal Loan Alternatives

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Loan Program	Current Interest Rate by Program Type	
<b>PERNS</b> for students	5.000%Fixed	
<b>SAFED</b> for students	4.990%Fixed	Direct Subsidized and Unsubsidized Loans (for undergraduate students)
	6.540%Fixed	Direct Unsubsidized Loans (for graduate/professional students)
<b>PLS</b> for parents and Graduate/Professional Students	7.540%Fixed	Federal Direct Loan

### You may qualify for Federal education loans

For additional information, contact your school's financial aid office or the Department of Education at: [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov)

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#### 1 Find Out About Other Loan Options

Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office or visit the Department of Education's website at: [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov) for more information about other loans.

#### 2 To Apply for this Loan, Complete the Application

If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law).

## REFERENCES

### Interest Rate

Your rate will be fixed for the entire period of the loan repayment or for each tier, if the tiered payment option is selected.

### Eligibility Criteria

\* Must be at least 18 years or older at the time you apply.

### Cosigners

\* Must be at least 18 years or older at the time of the loan application.

### Bankruptcy Limitations

\* If you file for bankruptcy you may still be required to pay back this loan.

~~More information on loan eligibility and repayment options is available in your loan application and loan agreement.~~



## APPROVAL DISCLOSURE FORM

**BORROWER:**  
 Sample Sample  
 Sample Sample  
 Colorado Springs, CO 80919

**CREDITOR:**  
 NEW HORIZONS COMPUTER LEARNING CENTERS  
 7020 AC SKINNER PARKWAY SUITE 180  
 JACKSONVILLE, FL 32256

### Loan Rates & Estimated Total Costs

Total Loan Amount

\$10,200.00
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The total amount you are borrowing

**INTEREST RATE**

0.00% for 6 months 4.00% for 120 months
--

Your current interest rate

**FINANCE CHARGE**

\$2,064.00
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The estimated dollar amount the credit will cost you.

Total of Payments

\$12,264.00
-------------

The estimated amount you will have paid when you have made all payments.

### ITEMIZATION OF AMOUNT FINANCED

<b>Amount paid to you</b>	\$0.00
<b>Amount paid to others on your behalf</b> <small>NEW HORIZONS COMPUTER LEARNING CENTERS</small>	+ \$10,200.00
<b>Amount Financed</b>	= \$10,200.00
\$0.00	
<b>Initial finance charges (total)</b>	+ \$0.00
<b>Total Loan Amount</b>	= \$10,200.00

### ABOUT YOUR INTEREST RATE

**Your rate is fixed.** This means that your rate for your first 6 months is 0.00 % and will not change during that time. Your rate for the remaining 120 months is 4.00 % and will not change during this time.

\* Your Annual Percentage Rate (APR) is 3.61%. The APR is typically different than the Interest Rate since it considers fees, if any, and reflects the cost of your loan as a yearly rate. For more information about the APR, see Reference Notes.

#### Fees

**Late Fees:** For a period in default of not less than 10 days, an amount of \$15. **Returned Transaction Fees:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.

### Estimated Repayment Schedule & Terms

126 months	0.00% for 6 months 4.00% for 120 months <small>the current interest rate of your loan</small>
There is no deferment period	No payment required ( \$0.00 interest will accrue during this time)
05/01/2023 to 10/31/2023 6 monthly payments	\$100.00
11/01/2023 to 10/31/2033 120 monthly payments	\$97.20

The estimated Total Payments at the Maximum Rate of Interest would be \$12,264.00

## Federal Loan Alternatives

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Loan Program	Current Interest Rate by Program Type
<b>PERKINS</b> for students	5.000%Fixed
<b>STAFFORD</b> for students	4.990%Fixed Direct Subsidized and Unsubsidized Loans (for undergraduate students)
	6.540%Fixed Direct Unsubsidized Loans (for graduate/professional students)
<b>PLUS</b> for parents and Graduate/Professional Students	7.540%Fixed Federal Direct Loan

**You may qualify for Federal education loans.** For additional information, contact your school's financial aid office or the Department of Education at: [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov)

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## Next Steps & Terms of Acceptance

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This offer is good until:

**February 23, 2023**

### 1. Find Out About Other Loan Options

Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office for more information.

### 2. You Have Until **February 23, 2023** to Accept this Offer

You have 30 days from the approval date to accept this offer. The terms of this offer will not change, except that the interest rate may vary with the market rate.

### To Accept the Terms of this loan,

sign and return the contract to New Horizons.

## REFERENCE NOTES

\*The interest rate may be higher or lower than your Annual Percentage Rate (APR) because the APR accounts for the Interest Rate and certain fees you might have to pay to obtain this loan, and whether you defer (postpone) payments or choose a multi-tiered payment option while in school.

### Bankruptcy Limitations

If you file for bankruptcy you may still be required to pay back this loan.

### Prepayments:

If you pay off the loan early, you will not have to pay a penalty. You may be entitled to a rebate of any unearned finance charge.

### Repayment Options:

Contact the school for more information about repayment options.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refund and penalties.

# FINAL DISCLOSURE FORM

**BORROWER:**  
 Sample Sample  
 Sample Sample  
 Colorado Springs, CO 80919

**CREDITOR:**  
 NEW HORIZONS COMPUTER LEARNING CENTERS  
 7020 AC SKINNER PARKWAY SUITE 180  
 JACKSONVILLE, FL 32256

**RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on January 30, 2023. No funds will be disbursed to you or to your school until this time. You may cancel by notifying the school.

## Loan Rates & Estimated Total Costs

Total Loan Amount

\$10,200.00

The total amount you are borrowing

**INTEREST RATE**

0.00% for 6 months  
4.00% for 120 months

Your current interest rate

**FINANCE CHARGE**

\$2,064.00

The estimated dollar amount the credit will cost you.

Total of Payments

\$12,264.00

The estimated amount you will have paid when you have made all payments.

### ITEMIZATION OF AMOUNT FINANCED

<b>Amount paid to you</b>	\$0.00
<b>Amount paid to others on your behalf</b> <small>NEW HORIZONS COMPUTER LEARNING CENTERS</small>	+ \$10,200.00
<b>Amount Financed</b>	= \$10,200.00
\$0.00	
<b>Initial finance charges (total)</b>	+ \$0.00
<b>Total Loan Amount</b>	= \$10,200.00

### ABOUT YOUR INTEREST RATE

**Your rate is fixed.** This means that your rate for your first 6 months is 0.00 % and will not change during that time. Your rate for the remaining 120 months is 4.00 % and will not change during this time.

\* Your Annual Percentage Rate (APR) is 3.61%. The APR is typically different than the Interest Rate since it considers fees, if any, and reflects the cost of your loan as a yearly rate. For more information about the APR, see Reference Notes.

**Fees**

**Late Fees:** For a period in default of not less than 10 days, an amount of \$15. **Returned Transaction Fees:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.

## Estimated Repayment Schedule & Terms

126 months	0.00% for 6 months 4.00% for 120 months <small>the current interest rate of your loan</small>
There is no deferment period	No payment required ( \$0.00 interest will accrue during this time)
05/01/2023 to 10/31/2023 6 monthly payments	\$100.00
11/01/2023 to 10/31/2033 120 monthly payments	\$97.20

The estimated Total Payments at the Maximum Rate of Interest would be \$12,264.00

## REFERENCE NOTES

The interest rate may be higher or lower than your Annual Percentage Rate (APR) because the APR accounts for the Interest Rate and certain fees you might have to pay to obtain this loan, and whether you defer (postpone) payments or choose a multi-tiered option while in school.

### **Bankruptcy Limitations**

If you file for bankruptcy you may still be required to pay back this loan.

### **Repayment Options:**

Contact the school for more information about repayment options.

### **Prepayments:**

If you pay off the loan early, you will not have to pay a penalty. You may be entitled to a rebate of any unearned finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refund and penalties.