

TERMS & CONDITIONS FOR ADMISSION

ATLANTA • AVENTURA • BOSTON • FORT LAUDERDALE • MIAMI • MIAMI BEACH • SAN FRANCISCO

VALIDITY & LEGALITY

The school is referred to as TALK herein. These Terms and Conditions for Admission supersede all previous agreements and versions of the Terms and Conditions for Admission, and are subject to the law of the State of Florida, USA. Only this English version is legally binding. Separate and different terms and conditions apply to Group and Family Packages.

VISAS

TALK is authorized by the US Federal Government to enroll non-immigrant students. Eligible students are required to prove financial responsibility (by providing TALK with either a bank statement, bank letter, or a letter of financial support from a company or sponsor) and enroll in programs of 18 lessons (18 clock hours) or more per week. F-1 visa applicants are required by Immigration & Customs Enforcement (ICE) to pay a one-time SEVIS fee (currently US \$200.00). The SEVIS fee is paid directly to ICE via the Internet. Students must comply with the visa requirements to remain in status in the USA. Minimum enrollment for transfer students is 4 weeks.

HOW TO APPLY

Students may apply through digital media (website, Facebook, etc.), in person, or through a TALK Representative. Students (or their parent or legal guardian if under the age of 18) must complete and sign the Application for Admission and submit a non-refundable Application Fee of US \$150.00.

APPLICATION CONFIRMATION & PAYMENT

TALK will send a written Application acknowledgement, Course Confirmation and Invoice, within three working days of receiving the Application for Admission and Application Fee. Details of accommodations and airport transfer (if requested) will be sent as soon as they are available. In the unlikely event that TALK does not accept the student's application, all monies paid will be refunded in full. The Invoice must be paid no less than 30 days prior to the course start date. Fees are calculated in complete weeks and part of a week is counted as a full week. If the Student's course or accommodations start date is more than nine months after the Student's application date, the prices as published at the course or accommodations start date will apply for the unpaid portion of the fees.

METHODS OF PAYMENT

Application Fee and course fees can be paid in one of the following ways:

1. By international credit card (American Express, Visa or MasterCard),
2. By direct transfer from your bank to ours, to: TALK International, c/o Wells Fargo Bank, Galleria Branch, Fort Lauderdale, FL 33304 - USA Account Number 20 000 256 225 13 Swift Number WFBUS65 (for International use only)
3. By check (in US Dollars and drawn on a US bank), or by International Money Order or Traveler's Check. By providing a check, TALK has the option and the Maker authorizes TALK to process an electronic fund transfer. In the case of a returned check, an additional \$50 processing fee will be incurred and only credit card or bank check will be accepted; or
4. Through a TALK Representative.

PAYMENT PLANS (if applicable)

All students on a payment plan are subject to the terms and conditions of their payment plan.

REFUND DUE DATES

1. If an applicant never attends class or cancels prior to the course start date, all refunds due will be made within 45 days of the course start date or the date of cancellation, whichever is earlier;
2. For an enrolled student, the refund due will be calculated using the last date of attendance (LDA) and be paid within 45 days from the date of determination (DOD). Date of Determination (DOD): The date: (1) the student gives notice of withdrawal to the institution, (2) the institution administratively withdraws the student; or (3) the date the institution terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policy.

CHANGE REQUESTS

TALK reserves the right to charge a Change Fee of US \$100.00 (payable at the time the request is made):

1. Before start date: Each time the course, accommodation or center is changed or postponed after TALK has confirmed the initial enrollment. Additionally, when a change request for a previously confirmed accommodation is received less than 14 days in advance of the scheduled arrival date, an equivalent week's accommodation penalty fee will be charged.
2. After start date: If a student requests a change of school location, course dates, accommodation or program type after course start date, a minimum of 4 weeks' notice is recommended. If changing to a location or program with lower fees, the difference in fees will not be refunded. If changing to a more expensive location or program, the difference in fees will be charged. Students will not be charged a change fee for upgrading or extending their course, provided they do not change their center. TALK is not obliged to fulfill any change request, except for cancellations and withdrawals.

CANCELLATION POLICY

1. If an applicant is rejected for enrollment by TALK, or if a prospective student has his/her visa application rejected, a full refund of all monies paid, less non-refundable charges and any actual housing and other costs incurred by TALK, will be made.
2. If TALK cancels a program subsequent to a student's enrollment, TALK will refund all monies paid by the student.

3. Cancellation Prior to the Start of Class or No Show: Except under the circumstance identified in # 4 below, if an applicant accepted by TALK cancels prior to the start of scheduled classes or never attends class (no show), TALK will refund all monies paid, less any actual housing and other costs incurred by TALK and a maximum total of US \$500 identified non-refundable charges including any application/registration fee, courier fees, and travel insurance, if such charges are clearly noted in the enrollment agreement as being non-refundable

4. Cancellation Prior to the Start of Class or No Show: If an applicant accepted by TALK enters the United States on an I-20 obtained through TALK and subsequently cancels prior to the start of scheduled classes or never attends class (no show), TALK will retain:

- For a program of less than 12 weeks, the tuition charges at the published rate for four weeks, actual housing and other costs incurred by TALK, and a maximum total of \$500 for non-refundable charges including any application/registration fees, courier fees, and travel insurance.
- For a program of 12 weeks or more, the tuition charges at the published rate for six weeks, any actual housing and other costs incurred by TALK and, a maximum total of \$500 for non-refundable charges, including any application/registration fee, courier fees, and travel insurance.

WITHDRAWAL OR TERMINATION AFTER START OF CLASS:

TUITION REFUNDS/MODIFICATION TO PAYMENT AGREEMENTS

Students are required to pay in cash for the entire period of enrollment or agree to be financially obligated for the same period of enrollment by entering into a recurring payment agreement (and take advantage of the reduced pricing for longer periods of enrollment). The Period of Financial Obligation is the period for which the student is legally obligated to pay for the enrollment period to which it relates. The Period of Financial Obligation always equals the enrollment period and cannot exceed 12 months. Refunds or modifications to the recurring payment agreement may only be done as follows:

1. Discounted Tuition: Used weeks of discounted tuition will be charged back to the student at the published rate when any refund or modification to the recurring payment agreement is calculated. For school/location specific promotional discounts, used weeks of discounted tuition will be charged back to the student at the same promotional rate if the number of used weeks are within the week range the promotion applies to, otherwise used weeks of discounted tuition will be charged back at the published rate when any refund or modification to the recurring payment agreement is calculated. Waived application fees will not be charged back to the student.
2. Refund amounts will be based on a student's last date of attendance (LDA). When determining the number of weeks completed by the student, a partial week will be calculated the same as if a whole week were completed, provided the student was present at least one day during that week.
3. First Period of Financial Obligation: For students whose last day of attendance occurs at any point in the first four weeks of their initial period of financial obligation, TALK will retain the charges applicable to the first four weeks. For students, whose last date of attendance occurs after the first four weeks but before or at the mid-point of their period of financial obligation, TALK will retain a prorated amount of tuition. For students whose last date of attendance occurs after the midpoint, TALK will retain all of the charges for that period.
4. Subsequent Periods of Financial Obligation or Enrollment periods: For students who have completed the first period of financial obligation or extended their enrollment at the institution but whose last date of attendance occurs before or at the midpoint of any subsequent period of financial obligation, the institution may retain a prorated amount of tuition for that period. For students whose last date of attendance occurs after the midpoint of any subsequent period of financial obligation, the institution may retain all of the tuition for that period.

WITHDRAWAL OR TERMINATION AFTER START OF ACCOMMODATIONS: REFUNDS/MODIFICATION TO PAYMENT PLANS

1. Student understands and accepts that TALK acts strictly as an agent for the student and may contract in its own name to facilitate the booking process based upon the students' requirements as indicated in this Application Form. Further, TALK is entitled to the difference between what the provider charges and the price the student pays, as a fee.
2. A student must provide notification of withdrawal in writing to be eligible for a refund or payment plan modification
3. Accommodation prices are calculated on a weekly basis. A partial week will be calculated the same as if a whole week were completed. Homestay accommodations pricing is based on starting accommodations on the Sunday prior to the course start date and ending accommodations on the Saturday after course completion. Additional charges will apply where accommodations are required before the first Sunday or after the last Saturday.
4. Students must give 4 weeks' notice in writing to the School Director. For terminations made before 50% of the course has been completed, Student is required to pay for the period of accommodations. If applicable, students are bound by the terms and conditions as defined in any student housing agreements.

EXTENSIONS

Students who extend their studies will be subject to the pricing payment and refund policies in place at the time of their extension request, will not be required to pay an additional Application Fee and will receive the cumulative weekly pricing for the period of extension.

Each lesson equals 50 minutes.

LESSONS

Each lesson equals 50 minutes.

BOOKS AND MATERIALS

Prices do not include books and materials.

CLASS SCHEDULES

Class schedules are subject to change, and classes may be modified or cancelled depending on enrollment and other factors.

MINIMUM GROUP SIZE & CONVERSION

In the event that a group class has less than 4 students, TALK, at its option, and with students' consent, may convert 3 group classes to 1 semi-private class (2 or 3 students) or 4 group classes to 1 private session.

MINIMUM AGE

The minimum age for participation in TALK courses is 16 years. Additional restrictions may apply for alternative accommodation options.

INSURANCE

TALK requires students to have medical emergency insurance. TALK may refer a student to an Insurance Provider or even facilitate the purchase of the policy provided the request is received in writing with the Application Form and the non-refundable payment is received in full prior to commencement of classes. TALK is not an Insurance Agent, does not recommend any Insurance Provider and has no expertise in this area. It is Student's responsibility to fully evaluate the policy and if the Student requests TALK's assistance, Student agrees to hold TALK harmless regarding any and all legal actions related to the Insurance Policy.

CONDUCT AND DISCIPLINE

TALK may expel or suspend any student whose behavior does not comply with school rules and/or local, state or federal laws. Such offences include but are not limited to:

Under-age purchase, attempted purchase or consumption of alcohol, cigarettes or tobacco; Possession of illegal substances; Damage to property of any kind; Violent or threatening behavior toward others.

Attendance: Unsatisfactory attendance regarding classes or activities (whether or not such attendance is in breach of any visa attendance requirements).

Consecutive Absences: A student who is absent for two consecutive weeks without an approved leave of absence or vacation will be terminated. This may also result in the termination of Form I-20 for F-1 visa students.

PROMOTIONAL ACTIVITY

TALK (and its representatives) may arrange to photograph, record or shoot video footage of students for promotional purposes, (print and digital media). Any student who does not wish to participate should advise TALK at the time of booking and state at the time of the photographing or video shooting the wish not to participate. By accepting these terms and conditions the student (and their parent/guardian if under 18) gives consent to the use of these photographs or video footage without further consent or notification.

DATA PROTECTION

Any information provided to TALK may be retained in digital format and utilized in accordance with TALK's data protection registration and applicable data protection laws.

LIABILITY

TALK (and its representatives) shall not be liable to the student in the event that services to be provided to the student are not provided for reasons beyond the absolute and direct control of TALK (and its representatives).

TALK (and its representatives) shall not be liable for any loss, damage, illness or injury to persons or property however caused, except where such liability is imposed by statute.

PROGRAM START DATES

Every Monday — if a public holiday, courses will begin on Tuesday.

HOLIDAYS

TALK will not hold classes on the following holidays during 2018:

New Year's Day Observed	Jan 1	Labor Day	Sep 3
Martin Luther King Day	Jan 15	Columbus Day	Oct 8
Presidents Day	Feb 19	Veterans' Day (Observed)	Nov 12
Teacher Appreciation		Thanksgiving	Nov 22
Day (Observed)	Mar 2	Day after Thanksgiving	Nov 23
Patriots' Day	Apr 16	Christmas Eve	Dec 24
Memorial Day	May 28	Christmas Day	Dec 25
Independence Day	Jul 4	New Year's Eve	Dec 31

No tuition refund or make-up classes are provided as a result of classes missed because of holidays. However, private lessons will not be forfeited due to public holidays.

Accommodations (if applicable) are available during these periods. Additional holidays may be observed according to individual campus policies.