

INTO Saint Louis University

Terms and Conditions

1. Application of the Terms and Conditions

1.1 The following enrollment terms and conditions (the “Terms and Conditions”) constitute an agreement between Saint Louis University (the “University”) and students enrolling in INTO Saint Louis University, LLC (“INTO SLU”) programs, and shall become effective upon students’ completion of the Confirmation Process in accordance with Section 4.0 herein. These Terms and Conditions, as may be amended or revised by the University at any time in its sole discretion and without notice to the student, supersede any and all prior promises, representations and warranties, whether written or oral, made by or on behalf of the University about the subject matter contained herein. Therefore, students are advised to carefully read all of these Terms and Conditions.

1.2 In addition to these Terms and Conditions students are subject to: (i) all policies, procedures, rules, regulations, and community standards for behavior established by the University, as may be established, amended, or revised by the University at any time in its sole discretion and without notice, and (ii) all United States municipal, state, and federal laws, rules and regulations.

1.3 The University may assign in whole or in part any benefit or burden of these Terms and Conditions in its sole discretion and without notice.

2.0 Definitions

“Academic English” means an academic English language program designed to prepare students for the rigors of undergraduate, graduate, and professional level study in the United States.

“Confirmation Process” means the process which students who have received an offer of admission from the University must follow to confirm their acceptance of the University’s offer of admission as set forth in Section 4.0 of the Terms and Conditions.

“International Year One” means any one, two or three term pathway offered by INTO SLU designed for students who wish to matriculate to a University undergraduate degree program.

“Undergraduate Transfer Program” means any one, two or three term program offered by INTO SLU designed for students who wish to matriculate to a University undergraduate degree program.

“Pathway” means any undergraduate, graduate, and professional program offered by INTO SLU designed for students who wish to matriculate to a University undergraduate or graduate degree program.

“Program” refers to individual courses of study. Programs offered by INTO SLU include, but may not be limited to:

- Academic English (AE)
- International Year One (IYO)
- Undergraduate Transfer Program (UTP)
- Pathway (PW)
- Graduate Pathway (GPW)

A full list of programs offered is available at <https://www.intostudy.com/en-gb/universities/saint-louis-university/programs>

“Published Start Date” means the starting date of a Program published in the then current, official INTO SLU brochure.

“Study Plan” means students’ intended Program or Programs of study submitted by students when applying for admission to INTO SLU and the time required to complete their Program or Programs.

3.0 Application for Admission

3.1 Students applying for admission to a Program must fully complete the application for admission and submit it to the INTO Application Processing Center.

4.0 Confirmation Process

4.1 Completing the Confirmation Process denotes the student’s acceptance of these Terms and Conditions and ensures admitted students’ enrollment in the Program or Programs to which they have been admitted and, where applicable, a housing reservation. Completing the Confirmation Process ensures a student’s housing reservation; it does not guarantee the student’s housing selection.

4.2 Students who are admitted to a Program will receive an offer of admission letter (the “Offer Letter”) from the University. The Offer Letter will include a form which the student must sign and return. Where applicable, students must remit any required tuition or other deposit per the instructions in the Offer Letter to accept the University’s offer of admission and complete the Confirmation Process.

5.0 Deposits

5.1 The Offer Letter will state what, if any, deposit must be paid by the student to complete the Confirmation Process. Deposit amounts may vary by Program and the number of Programs which comprise the student's Study Plan. Students living on-campus will also be required to pay a housing deposit.

5.2 Following completion of the Confirmation Process, deposits will only be refunded if a student fails to meet entry visa requirements as evidenced by an official visa rejection letter which must be received by the University prior to the Published Start Date of the student's Study Plan.

6.0 Payment in Full, Fees and Refunds

6.1 Any outstanding Program balance and required fees must be paid in full by the student four (4) weeks prior to the Published Start Date of the student's Program or if the student's Study Plan is comprised of more than one (1) Program before the Published Start Date of the Program that begins first (the "Payment Deadline"). Students will not be permitted to register for Program classes until the University has received payment in full.

6.2 Students who have applied for a scholarship from a government sponsor and have yet to receive their scholarship funds must either (i) pay the remainder of their tuition balance and outstanding fees in full by the Payment Deadline, or (ii) provide the University with an official letter of financial guarantee from the government sponsor prior to the Payment Deadline or they will not be permitted to register for Program classes. The Official Letter of Guarantee must specify that the guarantee will cover the entire Study Plan.

6.3 The University may, in its sole discretion, permit a student who has provided the University an unofficial letter of financial guarantee from a government sponsor prior to the Payment Deadline to register for Program classes; provided however, that in such a case, if the student does not provide an official letter of financial guarantee by the first day of classes of their Study Plan the student's enrollment will be withdrawn by the University.

6.4 The University will invoice government sponsors for the portion of the student's tuition and fees covered by their scholarship. Following payment in full from the government sponsor the student will be refunded any credit balance in the student's account.

6.5 INTO SLU will determine, on a case by case basis and in its sole discretion, if any refund payments can be made to a student.

6.6 Refunds of any payments made to INTO SLU will only be made to the individual or organization that originally paid the funds. If a third party has paid the funds on behalf of the student, we are unable to refund the funds directly to the student and any refund will be made directly to the third party who originally paid the funds.

6.7 Refunds of any payments made to INTO SLU can only be made to the account from

which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund or prevent it altogether.

6.8 Refunds will not be paid via cash. INTO SLU reserves the right not to accept any payment by cash at its own discretion.

7.0 Overdue Payments

7.1 Students who are not applying for a scholarship from a government sponsor who do not expect or will not be able to pay their outstanding tuition balance and required fees by the Payment Deadline must contact INTO SLU to see if arrangements might be made for later payment. Arrangements for later payment must be authorized in writing by INTO SLU, and such authorization may be granted by the INTO SLU in its sole discretion.

7.2 In cases of overdue payment where arrangements for later payment have not been authorized, INTO SLU may in its sole discretion (i) withdraw the student's enrollment, and/or (ii) charge interest on the student's outstanding balance at a rate of 1% per month with an Annual Percentage Rate (APR) of 12%.

8.0 Cancellation, Suspension and Dismissal Fees

8.1 Except as provided in Sections 8.4 and 8.5, there will be no refund for students who cancel or withdraw from any INTO SLU program after the published start date. This includes students who do not arrive at the University on or before the program start date.

8.2 Cancelling a program prior to the published start date will result in forfeiture of the program deposit outlined in the offer letter received.

8.3 Students who are suspended or dismissed from INTO SLU will not receive a refund for money paid for tuition or other University charges.

8.4 Students who fail to meet the conditions of their Offer Letter and from whom the offer of admission is withdrawn will not be subject to the provisions outlined in 8.1-8.3 provided that at least four (4) weeks prior to the Published Start Date of the student's Study Plan, the student notifies INTO SLU in writing of their failure to meet these conditions and provides documentation **evidencing that the conditions have not been met.**

8.5 Students who fail to meet United States entry visa requirements will not be subject to the provisions outlined in 8.1-8.3 provided that at least four (4) weeks prior to the Published Start Date of the student's Study Plan, the student notifies INTO SLU in writing of their failure to meet the requirements and provides INTO SLU with an official visa rejection. Students who submit documentation less than (4) weeks prior to the Published Start Date will be reviewed on a case by case basis.

8.6 Students covered by the University health plan who cancel their enrollment, have their enrollment withdrawn for non-payment or are suspended or dismissed from INTO SLU for any reason may receive a pro-rata refund of their policy premium.

9.0 Study Plan Changes and Withdrawal Fees

9.1 Students who wish to make changes to their Study Plan must do so prior to the Published Start Date of the Program they wish to change.

9.2 Students who withdraw from a Program after its Published Start Date will not be given a tuition refund or a refund for any Program fees. Refund requests for documented medical emergencies will be reviewed on a case by case basis.

10.0 Transfers to INTO Partners

10.1 Tuition payments made by students transferring to an INTO partner school will be transferred to the INTO partner school to which the student is transferring provided that the student has made a request to transfer prior to the Published Start Date of their INTO SLU Program.

10.2 Students who transfer to an INTO partner school after the Published Start Date of their INTO SLU Program will not receive refund of Program tuition and fees for the then current semester and any tuition payments made by students in excess of the cost of tuition for the then current semester will be transferred to the INTO partner school to which the student transfers.

11.0 Late Registrations

11.1 Students registering on or after the first day of classes for the semester may be assessed a \$250 late registration fee in addition to any other applicable University fees.

12.0 Student Housing Accommodations

12.1 Except as otherwise expressly provided in this Section, all undergraduate students enrolled in International Year One who intend to matriculate to a University degree program and students enrolled in Academic English who intend to progress to International Year One are required to live in University student housing for all terms (Spring/Fall/Summer) during which the student is enrolled in courses during the first two years of study at the University.

12.2 All University student housing assignments are made at the discretion of the University's Director of Housing and Residence Life. Students who are not assigned housing on the University's campus will be provided housing accommodations that are within walking distance of the campus. Such accommodations will be provided to students at the University's then current housing rate.

12.3 Due to decreased occupancy in University student housing and the performance of

scheduled maintenance during holiday periods and the summer semester the University may require students to relocate to other University housing accommodations during these periods.

12.4 Students must sign the Housing and Residence Life Contract and must abide by the terms and conditions thereof and the then current Student Handbook. The Student Handbook may be found at:

<https://www.slu.edu/life-at-slu/community-standards/student-handbook.php>.

12.5 Undergraduate students enrolled in Pathway Programs who intend to matriculate to a University degree program and students enrolled in Academic English who intend to progress to a Pathway Program may request an exemption from the requirement to live in University housing for certain circumstances. To review the Housing and Residence Life residency exemptions, visit: <https://www.slu.edu/housing/sign-up/exemption-and-contract-release.php>

12.6 Students requesting an exemption from the housing requirement must complete the Residency Exemption Request Form and submit it to the University's department of Housing and Residence Life as part of the Confirmation Process. The form is located in your mySLU portal. For more information about residency exemption, visit: <http://www.slu.edu/housing/sign-up/exemption-and-contract-release.php>

13.0 Housing Accommodations Changes and Cancellations

13.1 Students applying for University housing must pay a deposit as outlined in their Offer Letter, and the student will be responsible for all housing charges for the entire period specified in the student's Offer Letter. Housing cancellations will result in the following charges and cancellation fees:

- a. The cancellation fee for students cancelling at least four (4) weeks prior to the Published Start Date of their Program or Study Plan will be the loss of the student's housing deposit.
- b. The cancellation fee for students cancelling less than four (4) weeks prior to the Published Start Date of their Program or Study Plan will be the greater of the student's housing deposit or the established individual daily room rate for the remainder of the student's housing contract.
- c. Students who cancel their housing prior to the fulfillment of the Study Plan will not receive a housing refund. Note: International Year One students who cancel their housing prior to fulfillment of the housing requirement set forth in Section 12.1 of these Terms and Conditions will not receive a housing refund.
- d. Students who are dismissed or suspended from their Program or University housing will be charged the cancellation fees outlined in their Housing and Residence and Life contract.
- e. Students who fail to arrive without notifying INTO SLU will not receive a housing refund.

13.2 The charges and cancellation fees set forth in Section 13.1 may be waived by the University, in its sole discretion, under the following circumstances:

- a. The student completes their entire Study Plan.
- b. The student has an unforeseen, documented medical condition which necessitates their living in non-University accommodations. In such cases the student must meet the requirements in Section 12.5(e).
- c. The student suffers significant and unforeseeable financial hardships outside of the student's reasonable control.
- d. The student is unable to meet entry visa requirements, subject to the University being provided an official visa rejection letter.

13.3 Students must petition the University to receive a waiver of cancellation in the circumstances set forth in Section 13.2. If a waiver is granted by the University it shall not become effective until the student has vacated their housing accommodations. The student may be subject to charges if the student's accommodations have not been properly cleaned and for damages to the accommodations, its fixtures and furnishings.

14.0 Late Arrivals

14.1 Students are expected to arrive and begin their Program by the Published Start Date. Any late arrivals must receive prior written approval from the University, which may be granted by the University in its sole discretion.

14.2 Except as otherwise provided herein, deposits, tuition payments, accommodation payments, and any other costs and fees will not be refunded for late arrivals and late arrival fees may apply. Revisions to students' Study Plans due to late arrival will result in additional tuition costs and a \$250 administrative fee in accordance with Section 11.1, and may result in additional accommodation costs to the student.

14.3 There are strict deadlines for Program Start Dates. Unapproved late arrivals may result in the student not being able to attend classes for the semester, or the student may not be permitted to enter the United States or may be required to return to their country until the next available semester.

15.0 Program Start Date Deferrals

15.1 All requests to defer a program must be received four (4) weeks prior to the published program start date, unless in the case of a visa denial. Students may make two (2) requests to defer the program start date without penalty. Any additional deferral requests will be charged a \$300 program deferral fee. An express mail fee will be charged every time express mail is used

to send program documents. Students who submit deferral requests after the 4-week deadline will be assessed program cancellation penalties.

16.0 University Community Standards and Policies

16.1 Students are required to observe the policies, rules, requirements, and community standards for behavior of the University, and all United States municipal, state, and federal laws, rules, and regulations. The University's community standards and student behavior policies may be found on the Office of Student Responsibility and Community Standards website at: <https://www.slu.edu/life-at-slu/community-standards/index.php>.

17.0 Equal Opportunity and Diversity

17.1 It is the policy of the University to provide equal opportunities to all prospective and current members of the student body, faculty, and staff on the basis of individual qualifications and merit without regard to race, color, sex, religion, age, disability, national origin, sexual orientation or gender identity. This non-discrimination policy also applies to all programs and activities covered under Title IX, which prohibits sex discrimination in higher education. The University strives to provide educational opportunities for minorities and women in the undergraduate student body which reflect the interest, individual merit and availability of such individuals. The University ensures equality of opportunity and treatment in all areas related to student admissions, instruction, employment, placement accommodations, financial assistance programs, and other services.

17.2 The University neither affiliates with nor grants recognition to any individual, group, or organization having policies that discriminate on the basis of race, sex, religion, age, sexual orientation, gender identity, disability or national origin. Information on the implementation of the policy and/or the Title IX Amendment should be addressed to: Office of Institutional Equity and Diversity at Saint Louis University One North Grand, St. Louis, Missouri 63103

18.0 Airport Pick-up

18.1 Students must request an airport pick-up from INTO SLU at least three (3) weeks in advance of their scheduled arrival date or INTO SLU cannot guarantee an airport pick-up reservation.

18.2 In the event that a student's flight is cancelled or delayed, the student must call the telephone number published in the INTO SLU Welcome Guide and notify the INTO SLU Arrival and Housing Team of their circumstances and new arrival time.

19.0 Academic Standards and Criteria

19.1 Students are accepted to their INTO SLU Program with the strict understanding that

their progression through and successful completion of their Program are conditioned upon satisfactory attendance and the attainment of specified progression criteria. During their Program orientation students will be made aware of the then current criteria for successful completion of the courses in their program. The assessment and evaluation of students' academic performance is the responsibility of the faculty.

19.2 Students who do not meet the criteria for successful completion will not be allowed to proceed with their original Program. Such students will be offered advice as to potential alternative study options which may include retaking, substituting, or adding courses, and changing their Study Plan. Such alternative may entail additional time and expenditure with regard to tuition and housing accommodations.

19.3 Students must be aware that many students find it difficult to complete all of the requirements for an undergraduate degree in just four (4) years of study attending two (2) semesters per academic year. Typically, students will need to enroll in one (1) or more summer semesters to stay on track to graduate in four (4) years. Graduate/professional students may also require additional time to degree completion.

20.0 Academic Standing

20.1 Students in Pathway Programs must maintain a minimum cumulative Grade Point Average (GPA) and earn grades of C or better in all courses (B or better in major courses). Minimum cumulative Grade Point Averages range from 2.5 to 3.0 on a 4.0 scale. If in a given semester a student's cumulative GPA falls below the required minimum cumulative GPA or a student's grades do not meet minimum requirements, the student will be ineligible to register for future Program classes unless granted academic probationary status by the University, which the University may grant in its sole discretion.

20.2 A Pathway student may be granted first-time academic probationary status following the first semester their cumulative GPA falls below the required minimum cumulative GPA or their course grades fall below the requirements. If the student granted first-time academic probation does not raise their cumulative GPA to the required minimum or above and replace their grades with the required minimum grade or higher by the end of their first-time probationary semester the University may, in its sole discretion, grant the student continued academic probationary status. Special academic probationary status may be granted by the University in its sole discretion to a student who has had multiple probationary semesters, or is reinstated after academic dismissal.

20.3 Students in Academic English must maintain a minimum semester Grade Point Average (GPA) of 2.5 on a 4.0 scale and earn grades of C or better in all courses. If in a given semester a student's GPA falls below the required minimum semester GPA or a student's grades do not meet minimum requirements, the student will be ineligible to register for future Program classes unless granted academic probationary status by the University, which the University may grant in its sole discretion.

20.4 An Academic English student may be granted first-time academic probationary status following the first semester their GPA falls below the required minimum semester GPA or their course grades fall below the requirements or when they do not meet attendance requirements (75% of all class meetings). If the student granted first-time academic probation does not meet the terms of their probation by the end of their first-time probationary semester the University may, in its sole discretion, grant the student continued academic probationary status. Special academic probationary status may be granted by the University in its sole discretion to a student who has had multiple probationary semesters, or is reinstated after academic dismissal.

21.0 Academic Dismissal

21.1 The University, the dean of each degree-granting unit thereof, and the Academic Director of INTO Saint Louis University have the authority to dismiss a student for academic reasons. Reasons for academic dismissal include but are not limited to:

- a. Inability to eliminate probationary status within the two (2) semesters subsequent to the assignment of probation.
- b. Failing to meet progression requirements in the required time.

22.0 Academic Appeals

22.1 Students should consult the then current University catalog for information about the academic appeals process.

23.0 Repeating Courses

23.1 Following the University's Repeat Rule, which may be found at: <http://www.slu.edu/services/registrar/catalog/>, students may repeat a course and the original grade will be replaced with the subsequent course grade. Students on Academic Probation will work closely with an advisor to devise a plan by which to return to good standing. Please note that a student may register in no more than two (2) semesters in the same Academic English level or Pathway English course.

23.2 Students shall consult the academic appeals process as set forth in the then current Saint Louis University catalog. <http://www.slu.edu/services/registrar/catalog/>

24.0 Attendance Standing

24.1 Students are required to attend class. Students with excessive absences are out of compliance with their immigration status and are subject to having their immigration record terminated.

25.0 Progression to a University Degree Program

25.1 Students who meet all progression requirements for successful completion of a Pathway Program (and all non-academic requirements for admission to the University) will be permitted to matriculate to the appropriate University degree program.

26.0 Vacation Term

26.1 Academic English students are not eligible for a summer vacation term during the first three consecutive semesters in the Academic English Program. A vacation term is limited to the summer semester. Eligibility for a summer vacation term does not guarantee approval.

26.2 Pathway Program students are not eligible for a vacation term during the first two (2) consecutive semesters of Pathway study (excluding summer).

26.3 Students are subject to the University's leave of absence policy at <http://www.slu.edu/services/registrar/catalog/20172018.html>

27.0 Duration of Pathway Programs

27.1 The Pathway Programs prior to the completion of the remaining degree program are designed to be completed in one (1) to three (3) semesters (excluding summers) and students are not permitted to complete their Pathway Program earlier. Initial Pathway study can be extended by one (1) semester, for a total of three (3) semesters. Students may appeal for an additional Pathway semester beyond three (3); appeals for an additional Pathway extension semester will be considered by an appeals committee on a case-by-case basis and all decisions by the appeals committee shall be final.

27.2 Students who extend their Pathway may be allowed to take additional content courses in order to maintain full-time status. These students must achieve a C or better (B or better in major courses) in all repeated Pathway courses and must maintain an overall GPA of 2.5 or higher, based on program, in order to progress. International Year One extension semesters are limited to 13 credit hours.

28.0 Academic English and Pathway Class Times and Sizes

28.1 Academic English classes will normally be held Monday through Friday. Average class size is normally between sixteen (16) students and twenty-four (24) students. As may be deemed appropriate by the University, classes may be combined for university-style lectures. Classes are typically held any time between 8 am and 8 pm.

28.2 Pathway classes will normally be held Monday through Friday. Lessons will typically take place in the form of classes, seminars, labs and workshops. Class sizes will vary depending on the learning format (i.e. lecture, seminar, lab practical). Classes are typically

held any time between 8 am and 8 pm.

29.0 INTO SLU Program Admission Criteria

29.1 Students are accepted in good faith to INTO SLU Programs, in part, on the basis of the certification they provide to meet the admissions criteria. If, however, the results from the tests and assessment procedures upon arrival provide evidence for the University to conclude in its sole discretion that a student's actual level of English language or academic proficiency is different than claimed, or as documented, and lower than that required for their designated program, the student will be formally advised of the results and of applicable options. Students need to be aware that if an alternative study plan is required, there may be a significant change in study time and expenditure with regard to tuition and accommodation fees.

29.2 A student, either individually or through the student's representative, who has submitted any information, documentation or certification to meet the admissions criteria which is later found to have been falsified, inaccurate or incomplete is subject to administrative withdrawal and disciplinary action by the University.

30.0 Student Information

30.1 At the time of application, students are requested to sign a Family Educational Rights and Privacy Act (FERPA) release authorizing the University to share information about the student with designated officials of the University, parents and representatives. It is part of the unique nature of the INTO SLU program that our center provides constant feedback about academic performance and financial issues to individuals involved in the student's success.

30.2 At the time of application students are also requested to sign a FERPA release specifically authorizing those persons designated by the student to use their educational records for the purpose of promoting INTO higher education programs without notifying the student of such uses. Such authorization may be withdrawn by student in writing, at any time.

30.3 For more information about FERPA students are advised to consult the University's FERPA policy which is available at: <https://www.slu.edu/registrar/third-party-access/ferpa-and-saint-louis-university.php>.

30.4 INTO SLU respects your privacy and is committed to protecting your personal information. Further information on how we look after your personal information can be found in our Privacy Notice at <https://www.intostudy.com/en-gb/legal-and-privacy-policy>.

31.0 University Holidays and Dates

31.1 The University is closed during most recognized US holidays and Roman Catholic holidays. Semester dates are published in the then current INTO SLU brochure and are based on knowledge of program start and end dates at the time of publication. Dates are subject to change to meet university calendar which is available at <https://www.slu.edu/registrar/calendars/index.php>.

32.0 Health Insurance

32.1 All full-time students are required to have health insurance coverage which meets the University's coverage requirements. Students will automatically be enrolled in the University health plan as a condition of enrollment if, at the time of application, the student does not provide the University with satisfactory proof of health insurance coverage that meets or exceeds that offered by the University health plan. Following that time, students who have health insurance coverage that meets or exceeds that offered by the University health plan may request an exemption prior to the university enrollment or waiver deadline by completing the process for documenting they have the required coverage through Aetna Student Health. More information about obtaining an exemption may be found at: <http://www.aetnastudenthealth.com/slu>.

33.0 Prices

33.1 The prices stated in the official INTO SLU brochure and online are subject to change without notice.

34.0 Banking Regulations

34.1 INTO SLU abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent money laundering and terrorist financing.

34.2 INTO SLU is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO SLU reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.

34.3 INTO SLU operates an equal opportunities admissions policy and welcomes applications from all students. However, INTO SLU reserves the right to refuse to admit a student where in doing so, it risks being in breach of the provisions set out above.

34.4 INTO SLU reserves the right to refuse to accept any payment where INTO SLU reasonably believes that in doing so, it risks being in breach of the provisions set out above.

34.5 At January 2018, in line with current global banking restrictions, INTO SLU will not accept payments from the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula.

34.6 Payments made from a restricted country or territory will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanctions policy of the bank to which the payment was remitted.

35.0 Disclaimer

35.1 The information contained in the official INTO SLU brochure is believed to be accurate as of the time of the brochure's printing. However, the provision of programs, facilities, services, other details, and arrangements described in the brochure and other INTO SLU promotional and informational materials are subject to change without notice.

36.0 Severability and Waiver

36.1 If any provision of these Terms and Conditions is held to be invalid, illegal, void, or unenforceable, then such provision shall be modified by the proper court or other authority to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of these terms and conditions shall be given effect separately from the provision or portion thereof determined to be invalid, illegal, void or unenforceable and shall not be affected thereby.

36.2 Failure by the University to enforce one (1) or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the provisions contained herein.

37.0 Liability

37.1 Neither INTO Saint Louis University, LLC, the University, nor their directors, trustees, officers, employees, agents, and representatives, shall be liable for any loss, damage, or injury to persons or property, except where the liability is specified by applicable law. Neither INTO Saint Louis University, LLC, the University, nor their directors, trustees, officers, employees, agents, and representatives shall be liable in the event that, for any reason, they are not able to supply a service due to any reasonably unforeseeable circumstance or circumstance beyond their reasonable control. In no event shall the University be liable to the student for incidental, consequential or any other damages resulting from an act of force majeure.

38.0 Governing Law and Jurisdiction

38.1 These Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the state of Missouri without giving effect to any choice or conflict of

law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties submits to the jurisdiction of any state or federal court sitting in the City of St. Louis, Missouri in any action or proceeding arising out of or relating to these Terms and Conditions and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

39.0 Drafted by Counsel to the University

39.1 This document was drafted by counsel to the University and both parties agree that it shall not be interpreted in any manner to provide representation or counsel to the student.

40.0 Force Majeure

40.1 If the University or INTO Saint Louis University, LLC is unable, by force majeure, to perform any of its obligations under these Terms and Conditions the University or INTO Saint Louis University, LLC shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall the University be liable to the student for incidental, consequential or any other damages resulting from an act of force majeure.