

PRE-DISPUTE ARBITRATION AGREEMENT

As a condition for enrollment at Indiana Academy of Massage (the “Academy”), students enter into an enrollment agreement which provides that all disputes between a student and the Academy will be resolved by binding arbitration.

Students thus give up their right to go to court to assert or defend their rights under their enrollment agreement (except for matters that may be taken to small claims court). A student’s rights will be determined by a neutral arbitrator and not a judge or jury. Students are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

Notwithstanding the student’s agreement to resolve any disputes with Indiana Academy of Massage by binding arbitration: 1) The Academy does not require a Federal student loan borrower to participate in arbitration or any internal dispute resolution process offered by the institution prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 CFR § 685.206(e); 2) The Academy does not, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to 34 CFR § 685.206(e) at any time; and 3) Any arbitration required by the pre-dispute arbitration agreement with the Academy tolls the limitations period for filing a borrower defense to repayment application pursuant to 34 CFR § 685.206(e)(6)(ii).

Binding arbitration with the Academy will be conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules. You may begin the arbitration process by getting together the following documents: 1) Notice of Arbitration and/or a Statement of Claim explaining the nature of the dispute and the relief requested, 2) The arbitration agreement that refers to the AAA, 3) Any supporting documents or exhibits, and 4) Appropriate filing fee

When you have all the above documents ready, you can file your case in any one of the following ways: Online: <https://apps.adr.org/webfile>, Email box: casefiling@adr.org, Facsimile: 1 877-304-8457 or +1 212-484-4178 (fax number outside the US) • Mail: American Arbitration Association—Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, USA. More information about the AAA arbitration process and the AAA Consumer Arbitration Rules can be obtained at www.adr.org or 1-800-778-7879. For more information about the Academy’s arbitration process please contact: Kendra McKellar, 4400 Weston Pointe Dr. Ste 120, Zionsville, IN 46077. Phone: (317) 343-0886, Email: kendra@indianaacademyofmassage.com

CLASS ACTION WAIVER

As a further condition for enrollment, students also agree that any dispute or claim that they may bring will be brought solely in the student's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. As an alternative process, students may seek redress under the Academy's published grievance procedure, which includes the ability to resolve disputes through a binding arbitration process. Students may also submit complaints to the Academy's accreditor, state licensing agency, and the U.S. Department of Education as described above and in the Academy catalog. For more information about the Academy's class action waiver please contact: Kendra McKellar, 4400 Weston Pointe Dr. Ste 120, Zionsville, IN 46077. Phone: (317) 343-0886, Email: kendra@indianaacademyofmassage.com