



ACADEMIC CATALOG

2025

Vol. 1

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Who We Are

Powered by a partnership between Fullstack Academy and Emory Continuing Education (a division of Emory University), Emory Tech Bootcamps provide condensed, immersive programs taught by industry-experienced professionals. Bootcamp students receive preparation and job search support for tech careers in Atlanta and beyond.

Fullstack Academy is a top-ranked immersive school for tech training. Fullstack Academy offers comprehensive online training opportunities across the U.S. and prepares students with the in-demand skills they need to launch fulfilling tech careers.

Mission

Fullstack Academy is on a mission to transform lives and communities by teaching technologies that power the future.

Administration

Fullstack Academy is governed by a Board of Members.

A list of owners and board members is included in Appendix A.

Licensure

Fullstack Academy is authorized to operate in the state of Georgia by the Georgia Nonpublic Postsecondary Education Commission (GNPEC).

Fullstack Academy is not accredited by a U.S. Department of Education accrediting body and does not participate in federal or state financial aid programs.

Facilities and Equipment

Our live online programs provide immersive instruction, community culture, on-demand technical help, and career success content to help students find a job. Students will receive live lectures, instructor-led demos, guided practice/labs, and independent career-focused projects within the Online Learning Platform.

Hours

Course Hours:

Course hours vary depending on the program and are subject to change. Students should confirm hours with their advisor and/or program staff prior to enrollment.

Administration Hours:

Monday – Friday

9:00 am ET - 5:00 pm ET

Holidays

Fullstack Academy is closed on the following holidays, along with a two-week Winter Break at the end of the year:

Holidays and vacations are pre-planned and will not interfere with student progress.

- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Winter Vacation (2-3 weeks)

This holiday schedule may be modified at the discretion of Fullstack Academy on a case-by-case basis.

Courses Offered

Our immersive programs are designed to prepare students for a career in tech.

Fullstack Academy offers the following courses through Emory Tech Bootcamps:

Course	Course Length	Full-Time	Part-Time
Francis Live Online Coffessor Francisco estar Income series	12 Weeks	✓	
Emory Live Online Software Engineering Immersive	28 Weeks		√
Funda Cala de Bantonia	12 Weeks	✓	
Emory Cyber Bootcamp	26 Weeks		√
Funda Data Analytica Dantagua	10 Weeks	✓	
Emory Data Analytics Bootcamp	26 Weeks		√

Software Engineering Immersive Bootcamps

The Emory Live Online Software Engineering Immersive equips students with the technical and professional skills to qualify for web development roles. Through an advanced JavaScript curriculum and project-based instruction, students learn today's top development technologies like Node.js and React while developing real-world software products.

Over the course of the program, areas covered include:

- 1. Front-End Foundations (HTML, CSS, Command Line, Git, GitHub, etc.)
- 2. Front-End Development (React, Intro to APIs, etc.)
- 3. Development Libraries and Back-End Engineering (API Routes, etc)
- 4. Full Stack Development (JavaScript, SQL, etc.)

Graduates of the bootcamp learn the skills they need to be qualified for entry-level roles like Junior Software Engineer and Front-End Developer.

Part-Time Programs: Keep in mind that there are 6 hours in class and 15-20 hours worth of homework to be completed out of class per week.

Cyber Bootcamps

Nationally, there are nearly half a million cyber jobs that employers are trying to fill (<u>CyberSeek</u>). Businesses actively seeking cybersecurity professionals span across all industries and sizes, including local high-tech employers like Google, AT&T, and Amazon, to name a few.

Cyber Bootcamp students will learn offensive and defensive cybersecurity skills including Foundations (computing and networking basics, Linux, introduction to automation), Security Essentials (practical networking, bash scripting, Python for security), and Security Analyst Training (NIST cybersecurity framework, tools, techniques, procedures for network and application protection).

Graduates of the bootcamp learn the skills they need to be qualified for roles like Cybersecurity Analyst, Security Analyst, Systems Support Specialist, and more.

Part-Time Programs: Keep in mind that there are 6 hours in class and 15-20 hours worth of homework to be completed out of class per week.

Data Analytics Bootcamps

A data analyst gathers, analyzes, and builds visualizations of an organization's data to inform critical business decisions. Stakeholders then use this data to implement more effective, actionable changes—as well as launch new initiatives. As a result, data analysts are in demand, and data analytics provides a rewarding career for inquisitive professionals with a desire to solve problems.

With the Emory Data Analytics Bootcamp powered by Fullstack Academy, students will gain the skills, experience, and career guidance necessary to launch a career in the data field.

Part-Time Programs: Keep in mind that there are 6 hours in class and 15-20 hours worth of homework to be completed out of class per week.

Admission Policies and Procedures

Entrance Requirements

Admission into any course of study at Fullstack Academy requires that students be:

- 18 years of age or older; and
- Hold a high school diploma or its equivalent.

Laptop Requirements

Fullstack Academy uses online teaching materials to ensure the student is receiving the latest information. The student must provide his or her own laptop and charger or desktop (remote live online) for use in class each day. Machine specifications may be found in the Reference section of this catalog.

School Admissions Deadline

Fullstack Academy courses are in high demand and fill quickly – often months before the courses begin. To ensure a student's place in an upcoming course, accepted candidates must register no later than 7 days prior to the beginning of their selected cohort.

Orientation

On the first day of the bootcamp, students will participate in an orientation session which will familiarize them with the policies, expectations, and school personnel. Students can expect to learn about the course structure, course policies, attendance policies, and technologies used during the bootcamp.

Students are encouraged to ask questions during this time.

Tuition Payment, Other Fees, and Scholarship Awards

Tuition payments are predetermined by course type. If the school has offered the student a monthly payment option, such monthly payments will be postdated to a given date of the month.

Program	Total Tuition*	Refundable Deposit	Remaining Balance Due Prior to Start Date
Emory Part-Time Live Online Software Engineering Immersive	\$12,995	\$99	\$12,896
Emory Full-Time Live Online Software Engineering Immersive	\$13,995	\$99	\$13,896
Emory Part-Time Cyber Bootcamp	\$12,995	\$99	\$12,896
Emory Full-Time Cyber Bootcamp	\$13,995	\$99	\$13,896
Emory Data Analytics Bootcamps	\$12,995	\$99	\$12,896

^{*} Tuition, materials, and other fees are set by the school and are subject to change without notice. Please refer to your Enrollment Agreement for the most current amounts reflecting your enrollment.

Should the student withdraw from a course, regardless of the reason, any unpaid balance should be settled before the student leaves the program. Tuition must be collected on the payment due date. Fullstack Academy reserves the right to dismiss a student from class for failure to pay the tuition at any point in time.

Scholarships/Discounts

Military Scholarship	\$1,000	Active-duty U.S. military personnel or veterans who have served in the United States military are eligible.
Georgia Resident	\$1,000	Residents of the state of Georgia are eligible.

^{**}Refunds are calculated based on the full tuition amount, including any deposit fees paid and applied towards the tuition total.

	10%	Individuals who qualify are as follows:	
Emory Community Scholarship		 Emory University Staff/Faculty/Alumni Emory Healthcare Employees Centers for Disease Control and Prevention (CDC) Employees 	

^{*}Scholarships cannot be combined - Eligible students may only receive one scholarship/discount. Those who are eligible will receive the scholarship with the highest dollar value.

Cancellation, Withdrawal, and Refund Policies

Withdrawal

To officially withdraw from a program, it is the student's responsibility to inform the License School Director. This must be done in writing, within one week of the last date of attendance, or last date of log-on to any student learning platform. The date of the withdrawal will be the date of the student's last day of attendance. Failure to indicate intention to withdraw in writing may result in failing grades, dismissal, and additional financial obligations. Refund or tuition credit will be calculated from the withdrawal date. A grade WD (Withdrawal) will be given to students who withdraw. Email withdraw@fullstackacademy.com to initiate the process.

Refund calculations will not include any scholarships.

Example: A scholarship recipient who fails to complete the course will be issued a refund based on the full tuition amount due without consideration of any scholarship.

Refund Policy

A student who cancels within 7 days of signing the enrollment agreement, but before the 1st week, receives all monies.

In order to determine eligibility, students must follow the Withdrawal Procedure listed above.

- 1. Any scholarships granted to the student apply only if the student completes the program and all program requirements. Refund calculations will not include any scholarships.
- 2. A refund of the unused portion of tuition will be issued in accordance with the tuition refund schedules below.

All refunds are processed within 30 days of the request date. Students are expected to provide full documentation at the time of withdrawal to request a refund. See Refund Schedule.

Refund Schedule

Before 50% Completion Tuition & fees are refunded at a prorated amount, based on the of Program:

percentage of paid segment completed

After 50% Completion of No refund Program:

Transfers

If a student chooses to transfer to a different cohort, they will be liable for paying the transfer fee of \$1,000. Upon transferring, a student is no longer eligible for a refund. If the student is awarded a scholarship and that scholarship amount is applied towards tuition in the original cohort, that scholarship amount will be transferred to the subsequent cohort.

Transferring is subject to class availability, the student's academic record, and instructor recommendation. Students may transfer no more than once.

Full-Time Bootcamps No transfers after Week 4

Part-Time Bootcamps No transfers after Week 6

Leave of Absence Policy

Due to the fast-paced nature of bootcamps at Fullstack Academy, a Leave of Absence is not generally granted. Extended absences may be granted on a case-by-case basis. Under extenuating circumstances such as an accident, prolonged illness, or the death of a relative, students requiring a prolonged leave may be eligible for transfer beyond the transfer deadline stated above.

Our experience has shown that most students do not return from a leave of absence and the nature of the programs at Fullstack Academy do not lend themselves to extended leaves of absence. The Director of Fullstack Academy will review the student's request with the student requesting the leave. Not all leave requests will be granted. All leaves of absence must be requested and approved in writing, and may be subject to transferring to a future cohort with the associated transfer fee.

Termination Date

If during the course of classroom study, a student fails to meet the minimum attendance, academic, or conduct standard, their enrollment at the academy will be terminated. The termination date shall be determined by the student's last day of attendance or log-in to the learning platform. A refund calculation will be done at this time to determine the student's financial obligation or if a refund is due.

Academic Policies

Transfer of Credit

Fullstack Academy is not a degree-granting program and does not accept course credit gained at other institutions. Fullstack Academy does not guarantee that our courses will be accepted by another institution for credit.

Hours

Academic credit is measured in hours. One hour of instructional time equals 60 minutes.

Academic Standards

Student progress is measured based on assessments, projects, and overall course performance.

Students are graded on a pass/fail basis. To receive a passing grade, students must:

- 1. Maintain a cumulative grade of at least 70%
- 2. Maintain consistent attendance as outlined in the Attendance section below.
- 3. Complete all course projects.

Grading

Students at Fullstack Academy are graded on a scale of 0-100.

- 70-100 = Pass
- 0-69 = Fail

A passing grade represents that the student has satisfactorily met all the minimum course requirements as outlined in Academic Standards.

A failing grade represents that the student has not met all the course requirements as outlined in Academic Standards.

If the student has withdrawn, that will be noted as a "WD" on their transcript.

Probation

Student progress is monitored each week, indicated by the successful completion of assigned workshops and projects and scheduled assessments. Achieving a passing score on all assessments, as well as successful completion of all assignments is required to remain in good academic standing. If a student's conduct or academic progress falls below an acceptable level at any time while enrolled at Fullstack Academy, an Academic Plan for Success will be enforced to help the student improve.

A few scenarios of falling below an acceptable level include:

- Attaining failing marks on assessments
- Missing class or repeated tardiness
- Unprofessional or offensive conduct toward staff, students, or visitors on-campus or off-campus (see "Conduct" section below)
- Not completing a required individual assignment or project
- Not completing work in group projects

Participation in the Academic Plan for Success is a second chance. If the learner does not successfully complete the activities outlined in an Academic Plan for Success within the time frame provided, Fullstack Academy reserves the right to dismiss the student from the course.

Certifications

Fullstack Academy is not a certification test prep center. We are not affiliated with external certification providers, such as CompTIA.

In our bootcamp programs, we may use materials from certifications or cover concepts and technologies that align with industry certifications. Fullstack Academy programs focus on the

underlying knowledge and hands-on skills for jobs in the relevant industries. Our bootcamp programs may overlap with exam topics and may partially prepare students to obtain certifications.

Fullstack Academy does not guarantee that our programs will fully prepare students to pass certification exams. Additional study is required to pass external certification exams.

Attendance Policies

The Importance of Daily Attendance

Fullstack Academy promotes a very rigorous and immersive approach to learning, so the student is expected to attend class daily. Students are expected to attend their scheduled classes to ensure they complete their program coursework successfully and make continued progress in enhancing their professional skills. When students miss class, they miss the valuable daily practice and instruction that supports their career goals. For this reason, Fullstack Academy strongly encourages full attendance and active participation in class daily. Please read the guidelines below regarding Fullstack Academy's expectations and policies for attendance as well as consequences for not meeting the minimum standard of attendance.

Minimum Standard of Attendance

Students' absences should not exceed more than 4 total while enrolled in a full-time program, or 8 total while enrolled in a part-time program.

Partial Absence Rule

Fullstack Academy expects all students to arrive on time and be prepared at the start of class. When a student arrives late to class, they miss important information and disrupt the instructor and classmates. Teachers will record late arrivals and early departures based on the following guidelines:

• A student who is more than 15 minutes late for the start of class OR who leaves class more than 15 minutes early will be marked as Partial Absence.

Partial Absences affect the total cumulative attendance and are counted as follows:

• Four (4) Partial Absences = 1 Absence

Missed Assignments

If a student is absent, they should contact the instructor as soon as possible to find out about the class assignments that were missed; the student cannot risk missing important work and receiving a low grade in the class. It is the student's responsibility to speak with the instructor to find out about missed assignments. Students are responsible for completing any work resulting from absence in class, including completing all lectures, workshops, and homework, before the beginning of the next class.

Tracking and Notification of Attendance

Attendance is recorded daily at the start of each class, noting whether students are present, absent, or a partial absence.

At the end of each week, a staff member reviews the attendance data, including partial absences. If a student demonstrates poor attendance, staff will reach out to check on the student's well-being, typically through email or Slack messages.

Assessments/Projects

A student cannot miss assessments or project assignments during a course. If a student needs to reschedule an assessment or project due date, they must have permission from their Program Lead **prior** to the due date. A student who misses the assessment or final project will risk a failing grade and/or termination from the program.

Attendance Probation

Attendance is tracked for the full course session and final attendance is recorded in the student's file. If a student is approaching the minimum attendance standard for the course, they will be required to meet with a program staff member and may be placed on probation until attendance improves. If the minimum standard is not met, the student may be terminated for failure to meet minimum standards.

Instructors and the Academic Director will be made aware that a student is on probation during the following one-week period. The Academic Director will monitor the student's attendance carefully for improvement and send attendance notifications as described above. If the student fails to improve attendance to meet the minimum standard by the end of the one-week period, they will be required to meet with the Academic Director for a review of the student's performance and the terms of probation. At that time, the director will terminate the student's enrollment and the student will be dismissed **unless** it is determined that there was an extenuating factor preventing the student from maintaining the minimum attendance standard. In this case, the dismissal may be appealed, and the student may be re-enrolled on continued attendance probation for the next session. During this time, the student must meet the minimum attendance standard and make up the missed coursework or otherwise be dismissed from the Academy.

Career Success Support

The Career Success team will support a bootcamp alumni in their job search for up to one year (365 days) post-graduation, or until that alum secures a job placement.

After completion of their academic curriculum and Career Success Program requirements, students will have the option to choose one of three options within the Job Search Status:

- 1. **Opt-In to Job Search Status** Begins immediately after graduation with the student's agreement to program requirements.
- 2. **Opt-Out of Job Search Status** For students who do not need support from the Career Success team immediately following graduation and/or program completion. Those who do not intend to actively job search fall into the category by default.
- 3. **Temporary Opt-Out of Job Search Status** For students who will defer their job search up to 60 days post-graduation. We understand that students who complete the academic component of Fullstack Academy's program may not begin the job search process

immediately (for personal, health, preparation, etc. reasons). We want to give these students the ability to determine when their job search will start, within the first 60 days of graduation.

Students who choose to start Job Searching immediately following graduation will be able to participate in all Job Search activities, including 1-1 coaching.

Fullstack Academy reserves the right to remove students from the Job Search Status in the following scenarios:

- Failure to maintain good standing and consistent communication with their Career Coach
- Not maintaining an active job search as agreed upon by the student/graduate and their Career Coach
- Student/graduate is no longer pursuing a career in their field of study
- Student/graduate begins working 12+ hours per week in an unrelated field

Grievance Procedure & Complaint Policy (GEORGIA)

Any student complaint must be directed to the Instructional Staff. This complaint must be in writing. Upon receiving written notice, the Program Staff will reach out to the student and set up a meeting. After meeting with Program Staff, the student with a complaint can expect a decision from the School within seven (7) days. A written decision will be sent to the student's email address on file.

The Georgia Nonpublic Postsecondary Education Commission requires that students utilize and complete their institution's grievance procedure in an attempt to resolve any complaint or concern before submitting a complaint to the Commission. If the institution's resolution is not satisfactory, a student may appeal to the commission. The GNPEC Complaint form may be accessed via the GNPEC Student Resources Page:

https://qnpec.georgia.gov/student-resources/complaints-against-institution

Georgia Nonpublic Postsecondary Education Commission 2082 East Exchange Place, Suite 220, Tucker, GA 30084 Tel: (770) 414-3300

College Credit Policy

Licensed private career schools, such as Fullstack Academy, offer curricula measured in clock hours, not credit hours. Certificates of Completion are issued to students who meet clock hour requirements. The granting of any college credit to students who participated in and/or completed a program at a licensed private career school is solely at the discretion of the institution that the student may opt to subsequently attend.

Student Conduct

Equal Opportunity and Non-Discrimination Policy

Fullstack Academy is committed to maintaining a safe, accountable, and inclusive community. Acts of discrimination, harassment, and/or any prejudicial misconduct will not be tolerated and will be grounds for immediate dismissal.

Accommodations

Fullstack Academy is committed to providing an equal opportunity to access a full educational experience. In accordance with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local laws, Fullstack Academy prohibits discrimination based on a disability. Consistent with this commitment, reasonable accommodations will be provided to students who present appropriate documentation of disability and are otherwise qualified to participate in their specific program of study.

Fullstack Academy will ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals because of the absence of auxiliary aids and services. Fullstack Academy will furnish appropriate auxiliary aids and services where reasonable and necessary to ensure effective communication with individuals with disabilities.

Determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. We strive to make determinations on reasonable accommodation requests expeditiously and will inform the individual once a determination has been made.

Information supplied by a student seeking accommodations regarding his/her disability is voluntary and confidential. Any information shared may be communicated internally amongst staff to reasonably accommodate a student's disability.

Privacy

Emory University and Fullstack Academy respect the privacy of their students. However, when deemed necessary, including but not limited to instances due to legal necessity, we reserve the right to access student activities, files, and/or messages transmitted or received through the school's telecommunications, networking, or information processing systems (including, without limitation, communications transmitted through the program Slack workspace).

Student Records, Licenses, and Media Rights

Fullstack Academy guarantees that students have the right to access their records and that Fullstack Academy's policy for releasing information about an individual student is in accordance with the Family Education Rights and Privacy Act. Fullstack Academy ensures the confidentiality of students' records.

Students grant the school and its subsidiaries, associated companies and licenses, permission to photograph and videotape students while attending the school or at activities conducted by the

school. Fullstack Academy will own the still photographs and/or video footage in which students appear, and have the unrestricted right to publish such images in any school sales literature, on the school's website, and in any other school marketing materials. Students understand that this grant is intended to be worldwide in scope and to apply to all media now existing or hereafter developed.

Transcript Requests

Transcript requests can be made by submitting an email to: records@fullstackacademy.com.

Financial Assistance

Fullstack Academy does not participate in state or federal financial aid programs.

Private Loans

Fullstack Academy does not offer institutional loans to its students.

If a student receives a private loan to pay for the educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. Fullstack Academy does not offer institutional loans to its students.

Keep in mind that Emory University and Fullstack Academy do not endorse, recommend, or promote any particular lender. The payment choice is at the discretion of the student.

Government Assistance

Based on where the student lives, certain government assistance programs may be available.

Appendix A: Ownership and Management



Continuing Education



Emory University is one of the world's leading research universities. Based in Atlanta, its mission is to create, preserve, teach, and apply knowledge in the service of humanity.

Fullstack Academy is one of the longest-running and most reputable tech bootcamps in the nation. Its graduates are equipped to succeed in the professional world through Fullstack Academy's foundational teaching method, which allows students to thrive in their first job and every job after. Bootcamp grads also gain the assistance of Fullstack's dedicated career services team and leave as members of the Emory–Fullstack community, a supportive alum network that can help open doors to future career opportunities.

Fullstack Academy, LLC Management

Krishna Kumar Chief Executive Officer Veerasundar V Chief Financial Officer

Dustin Phillips Sr. Vice President, Operations

Appendix B: Computer Requirements

Computer Requirements

It is essential to have a laptop or desktop computer that meets the minimum specifications below to participate in class.

Recommended Requirements

Operating System	Latest version of macOS or fully updated Windows 10 or 11
Processor	Quad-core Intel i7, AMD 5000+ processor (CPU) or Apple M1-M3 (or better)
Memory	32 GB RAM (for non-Apple M1-M3 computers) 16 GB RAM (for Apple M1-M3 computers)
Drive	512 GB+ solid state hard drive (SSD) with at least 100 GB free SSDs may also be labeled as NVMe
Features	Webcam Microphone 13" screen or larger
Accessories	External monitor (most helpful) External mouse External keyboard External headset
Software	Updated Google Chrome browser
Internet Access	Stable connection with at least 20 Mbps upload, 10 Mbps download

Minimum Requirements

Operating System	macOS Big Sur 11.7.10 (or newer) or Windows 10 or 11
Processor	Quad-core Intel i5 9th gen, AMD 3000 processor (CPU), or Apple Silicon

Memory	16 GB RAM (for non-Apple Silicon computers) 8 GB RAM (for Apple Silicon computers)
Drive	250 GB solid-state hard drive (SSD) with at least 50 GB free SSDs may also be labeled as NVMe
Features	Webcam Microphone 13" screen
Accessories	N/A
Software	Updated Google Chrome browser
Internet Access	Stable connection with at least 10 Mbps upload, 3 Mbps download

Other Considerations

Please note that Netbooks, Chromebooks, thin clients, iPads, and tablets are **NOT** permitted for use in class because they are not compatible with all the required technologies.

Subject-Specific Additions

Cybersecurity Bootcamp

If you plan to acquire a new computer for the bootcamp, Windows computers are highly recommended for Cybersecurity. During the bootcamp, all learning activities will be accessed through your browser, so they will run equally well on macOS and Windows computers. However, Windows is more commonly used in the cybersecurity industry. As a result, using a Windows computer will better enable you to continue your learning journey outside of class and after graduation.

Data Analytics Bootcamp

In addition to the minimum computer specifications, you will also need a licensed edition of Microsoft Office.

Live Online Software Engineering Immersive

If you plan to acquire a new computer for the bootcamp, Apple computers running the macOS operating system are highly recommended for the Emory Live Online Software Engineering Immersive. While macOS and Windows are both used by professional software engineers, we have found that macOS offers the best technical compatibility and learning environment for web development. Windows computers are supported in the bootcamp, but more complex machine

setup is required. As a result, using an Apple computer will make your coding experience smoother during the bootcamp and beyond.

Frequently Asked Questions

Q: Do I need to have my own computer in order to do the program and, if so, what are the system requirements?

A: You do need to provide your own computer for the bootcamp. It can be a laptop or desktop as long as it meets the minimum machine specifications of your chosen program. Because the bootcamp is delivered in a live online format, you must have a webcam and microphone to participate in class.

Ensuring you have a computer that meets the requirements for your course is an essential part of setting yourself up for success in our bootcamps.

For full computer requirements for each of our program offerings, visit our Online Learning page.

Appendix C: Governing Law and Jurisdiction

Governing Law and Jurisdiction

MANDATORY ARBITRATION AND CLASS-ACTION AND JURY WAIVER

You agree to arbitrate all disputes or claims arising out of or relating in any manner to the Agreement, Fullstack Academy, your enrollment, the program, the content, and courseware (individually any "Claim" and collectively any "Claims"). This agreement to arbitrate (hereinafter "Arbitration Agreement") is intended to be broadly interpreted. Claims include, but are not limited to: (a) Claims arising out of or relating in any manner to the Agreement, the program, the content, and courseware, including without limitation alleged violations of disclosure or privacy duties under statutory or common law; (b) Claims that arose before the effective date of the Agreement or any prior agreement and (c) Claims that may arise after the termination of the Agreement.

This Arbitration Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act, 9 U.S.C.A. §§ 1 et seq., governs the interpretation and enforcement of this Agreement. This Arbitration Agreement survives after termination of the Agreement, as set forth above.

A. Notice of Dispute and Pre-Arbitration Procedures.

- a. <u>Notice</u>. A party who intends to pursue a Claim must first send to the other a letter describing the Claim. Any notice of dispute sent to us should be addressed to: <u>records@fullstackacademy.com</u>. Any notice of dispute sent to You by us shall be sent to the address in our records that is associated with your account at the time the notice of dispute is sent.
- b. The notice of dispute must: (a) describe the nature and basis of the Claim; (b) propose the specific relief sought; (c) state the name and address of the claimant; and (d) include the account number to which the Claim relates. If Fullstack and You do not reach an agreement to resolve the Claim described in the notice of dispute within forty-five (45) days after the notice of dispute is received, You or Fullstack may commence a binding arbitration proceeding by filing a demand for arbitration with the American Arbitration Association or any successor of that organization ("AAA"). A form for initiating arbitration proceedings is available on the AAA's website at adr.org. If the AAA is unwilling or unable to serve as the provider of arbitration or enforce any provision of this Agreement, Fullstack may designate another arbitration organization with similar procedures to serve as the provider of arbitration.
- c. If You or Fullstack attempt to commence arbitration proceedings before providing the requisite notice of dispute, you or Fullstack hereby agree to withdraw the demand for arbitration without prejudice to re-filing it forty-five (45) days after the date on which the

- premature arbitration demand was first filed. Neither You nor Fullstack shall disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.
- d. You shall be responsible for paying any and all fees and costs associated with any arbitration You initiate, including without limitation your own attorneys' fees.

B. Arbitration Procedures.

- a. <u>Rules.</u> The arbitration will be administered by the AAA and governed by the Commercial Arbitration Rules of the AAA (in the case of commercial accounts) and by the Consumer Arbitration Rules of the AAA (in the case of consumer accounts), as modified by this Agreement. The AAA Rules are available online at <u>adr.org</u> or by calling the AAA at 800-778-7879. In the event of any inconsistency between the AAA's rules and this Agreement, the terms of this Arbitration Agreement shall control.
- b. <u>Proceedings.</u> All Claims shall be determined by one arbitrator. Any Claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, and the arbitrator's award can be entered as a judgment in a court of competent jurisdiction and enforced as such. Except as provided by applicable law, the arbitrator's award is not subject to judicial review and cannot be appealed.
- c. Any determination as to whether this Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by a court of competent jurisdiction.
- d. If the value of the relief sought (either to You or to Fullstack) is \$10,000 or less, Fullstack agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (either to You or to us) exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place in New York City in the State of New York, unless otherwise required by law.
- e. Unless both You and Fullstack agree otherwise, You or Fullstack, as applicable, must bring all related or similar Claims in a single arbitration proceeding. If You or Fullstack later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, the AAA or the arbitrator shall either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing; or (ii) dismiss the subsequent arbitration if it raises Claims that would be barred by applicable law if brought in court. The arbitrator will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit.

- C. CLASS ACTION WAIVER. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM. ANY INJUNCTIVE RELIEF MUST BE INDIVIDUALIZED IN NATURE AND CANNOT AFFECT ACCOUNTHOLDERS OTHER THAN THE CLAIMANT. YOU AND FULLSTACK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL, OR ON BEHALF OF THE GENERAL PUBLIC. FURTHERMORE, UNLESS BOTH YOU AND FULLSTACK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- D. WAIVER OF JURY TRIAL. BY AGREEING TO BINDING ARBITRATION, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS PERMITTED BY LAW IN RESPECT OF ANY CLAIM. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS ARBITRATION PROVISIONS OF THIS AGREEMENT, TO THE EXTENT THAT ANY CLAIM IS NOT ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN RESPECT OF SUCH CLAIM. THIS WAIVER OF JURY TRIAL SHALL REMAIN IN EFFECT EVEN IF THE CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE.
- **E. Severability.** If any provision in this Agreement other than the Class Action Waiver is found to be unenforceable, the remaining provisions shall remain fully enforceable.
- **F. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of the Agreement or your relationship with Fullstack. To opt-out, You must notify Fullstack in writing of your intent to do so within thirty (30) days after this Arbitration Agreement was provided to or agreed to by You. Your opt-out will not be effective and You will be deemed to have consented and agreed to this Arbitration Agreement unless your notice of intent to opt-out is received by Fullstack in writing within such thirty (30) day time period. Your notice of intent to opt-out must include the account numbers to which the request applies, must state "I elect to opt-out of the Arbitration Agreement" or words to that effect, and must be sent to the following email address in a timely manner: records@fullstackacademy.com. If You request to opt-out of the Arbitration Agreement, Fullstack will provide a confirmation communication back to You within ten (10) days of receipt of your written notice. If You opt out of this Arbitration Agreement in a timely manner, the following dispute resolution provisions apply:

This Agreement shall be governed by and construed in accordance with the laws of New York and the courts located in New York City shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

G. Availability of Small Claims Court and Access to Government Agencies.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.