

Consulting and Service Agreement

语言咨询培训服务协议

Party A: Ross Wu
甲方:

Party B: **Voyage Educational Technology (Shanghai) Limited**
(operating the business with the brands “ILE”, “International Learning Enterprises” or “Ivy League English”)
乙方: 遨游教育科技(上海)有限公司
(以 “ILE”, “International Learning Enterprises”, 或者 “常春藤商务英语” 为商标进行运营)

Terms of Service 服务条款

Party B will provide the Program specified in Appendix A (attached at the end of this contract) to Party A according to the terms set forth below:

乙方, 依据以下协议内容, 向甲方提供附件 A 中所定(附在本合同最后)的课程:

Features/Benefits: The following features and benefits are available to students of all ILE Programs/Service Levels.
特色/服务: ILE 全体学员均可享受 ILE 提供的以下特色和服务。

ILE Student Homepage: Each student will be given a private account and homepage within ILE's Online Learning Management System.

ILE 学员个人主页: 每位学员在 ILE 在线学习系统上都有自己的专属账号和主页。

LIVEAssess: **Normally**, each student will be required to complete the ILE Assessment to determine his/her level of competency at the start of the program. The competency level may be re-assessed upon the completion of the program (depending on the Program details).

LIVEAssess: 一般情况下, 每位学员都需要在课程开始之前完成 ILE 测试以评估其英文水平。在课程结束时, 学员可能再次参加测试, 重新评估英文水平(取决于课程包含的内容)。

Feedback: Students receive feedback from their session instructor after sessions via ILE's Online Learning Management System.

教师反馈: 每次上完课后, ILE 教师都会给学员提供上课反馈, 学员可通过 ILE 在线学习系统查看。

LIVECounselor: Each student will be assigned an ILE-Certified Progress Counselor who will provide guidance to the student throughout the duration of the Program.

LIVECounselor: 每位学员都会有专属的学习进度顾问, 每位顾问都经过 ILE 认证, 他们负责学员整个学习过程中的课程指导与安排。

ILE Social Club: Each student is eligible to participate in ILE Social Club events, when available..

ILE 社交俱乐部: 当条件允许时, 每位学员都有资格参加 ILE 举办的社交俱乐部活动。

Video Recording: Each session will be recorded and these session recordings will be available for the student to review within 1 month after the Program Completion Date.

上课录像: 每节课均会被录像并上传到学员账户, 供学员在课程期间, 以及课程结束后的一个月之内反复浏览回顾。

Graduation Requirements: To obtain an ILE Certificate, students are required to complete 67% of the sessions included with the Program in Appendix A.

结业要求: 每位学员需要完成 67%以上附件 A 中的课程, 方能取得 ILE 结业证书。

Tuition: The total tuition specified in Appendix A is due in full prior to the Program Start Date, and includes a non-refundable Account Setup Fee of RMB 980/person.

Bank account:

Name:遨游教育科技(上海)有限公司

Number: 454668033406

Branch:中国银行汉中路支行

学费:	附件 A 中所定的总学费需在课程正式开始前全额交付, 可以向以下账户以转账方式付清全额费用。全部费用包含不可退还的学员账户设置费, 记为 980RMB/人。 银行账户信息: 币种: 人民币 账户名: 遨游教育科技(上海)有限公司 账号: 454668033406 开户行: 中国银行汉中路支行
Scheduling:	Party A's account will be credited with the number of sessions outlined in Appendix A. Party A is responsible for scheduling Sessions online via their Student Homepage. To begin a Session, students must click [Begin Session] in their Homepage at the scheduled start time. As Sessions are completed, they will be deducted from Party A's account. Sessions must be scheduled at least 24 hours in advance. Party A must cancel scheduled Sessions no later than 24 hours in advance of the scheduled start time. Any Sessions cancelled less than 24 hours prior to the scheduled start time will be deducted from Party A's account. If Party A does not enter the virtual classroom within 10 minutes following the scheduled start time, then the session will be automatically cancelled and deducted from Party A's account. Party B reserves the right to cancel scheduled sessions and/or suspend and/or cancel the account of a student who cancels a session with less than 24 hours advance notice more than twice. Students are allowed to click [Begin Session] no sooner than 5 minutes prior to the scheduled start of the Session. Sessions are automatically cancelled if the Student does not click [Begin Session] within 10 minutes after the scheduled start time. Each Session lasts 45 minutes, and is taught by a Party-B-Certified Instructor. Note that the availability of sessions is contingent on scheduling and course availability.
课程预约:	甲方的账号中将连入附件 A 中包含的对应学时。甲方应在其个人主页上在线预约自己的课程。学生需在预约课程开始时间点击主页中的[开始课程]开始上课。课程结束时, 系统将会自动从甲方账号中扣除相应学时。甲方需提前至少 24 小时预约课程。如甲方因故需要取消课程, 需要在课程开始至少 24 小时之前取消。任何取消时间少于 24 小时的课程将从甲方账号中自动扣除该课程对应的学时。若课程开始十分钟后, 甲方仍未能按时进入虚拟教室, 课程将被系统自动取消并从甲方账号中扣除该课程对应的学时。如学员未能提前 24 小时以上取消课程, 并且此行为超过两次时, 乙方保留取消该学员已预约课程和 / 或暂停和/或撤销其账户的权利。学员可以在课程开始前 5 分钟内, 点击“开始上课”进入在线教室。如学员在课程开始 15 分钟后, 仍未点击“开始上课”, 该课程将被自动取消。每节课时长 45 分钟, 并由乙方认证的教师教授。我们在此提醒, 能否预定到某一时间段的某个课程取决于在预约时那个课程是否在你需要的时间段有相关老师开课, 尽早订课将获得更多课程及时间选择余地。
Program Suspension:	Prior to the Program Completion Date, Party A may request to suspend the Program one time for a maximum of 60 days by submitting a written Suspension Application, indicating Suspension Start Date and Resumption Date, and pay the Program Suspension Fee of RMB 780. Upon submission of the written Application and payment, Party B shall deactivate and maintain Party A's account during the Suspension Period. The account will be automatically re-activated and accessible on the Resumption Date, and the Program will be considered resumed.
暂停课程:	课程截止日期之前, 甲方可以通过提交书面申请暂停账户。一次暂停最多不可超过 60 天, 申请暂停需标示暂停开始日期和恢复日期, 并支付暂停费用: 人民币 780 元。提交书面申请并完成付款后, 乙方应在暂停期间停用并保留甲方的账户, 在恢复日期重新激活账户, 并变为可操作状态, 继续课程。
Program Termination:	The Program will automatically terminate upon the Program Completion Date. Any unused session credits will be rescinded upon termination. Party A may terminate this Agreement early (prior to the Program Completion Date) with 30 days written notice. Upon early termination Party B will terminate Party A's enrollment, service, and any unused Session credits will be rescinded. Party A shall receive a pro-rated tuition refund for the portion of the program that was not completed, according to the amount of time remaining, or number of sessions remaining, whichever is smaller, minus the non-refundable Student Enrollment Fee. The refund will be issued within 60 days of the program termination.
课程终止:	在课程截止日, 学员账户将自动终止, 任何未使用的学时将清零。甲方如想要提前终止课程, 需提前 30 天书面通知乙方(课程完成日期之前)。若提前终止, 乙方将终止甲方的账户、相关服务, 并且任何未使用的学时将清零。课程终止 60 天内, 乙方将按已上课程的时间和总课程总数, 按比例计算甲方未完成学时价值, 减去不可退还的费用, 将余额退还给甲方。
Party B's Responsibilities:	Party B agrees to provide individual sessions run by an ILE certified and trained instructor. Party B may use the same group of instructors for both Corporate and Individual customers. The Sessions

乙方责任:	are presented using party B's online platform and are presentation and discussion based. Party B will provide sufficient timeslots for Party A to schedule Sessions with ILE Instructors. Party B will also proactively alert Party A if desired study pace and learning goals are not being achieved. 乙方同意为甲方提供经由 ILE 培训认证的专业教师, 进行 1 对 1 单独授课。企业客户和个人客户均享受同一标准的师资力量。课程在乙方的在线平台进行, 基于讲解和讨论的学习方式开展。乙方将为甲方提供足够的时间段, 以供甲方与 ILE 教师预约课时。同时, 如果甲方没有达到预期的学习进度和目标, 乙方将主动提醒甲方。
Party A's Responsibilities	Party A agrees to abide by the terms and conditions of this Agreement. Party A agrees to proactively schedule sessions according to the Scheduling Parameters above. If Party A fails to do so, Party B cannot guarantee availability of Instructors to complete the Program within the Program Duration. Furthermore, Party A agrees to prepare fully for each Session. Party A agrees to schedule Sessions, show up on time for each session scheduled and, if necessary, cancel sessions online at least 24 hours prior to the start of the scheduled session. If Party A fails to prepare, show up or cancel as per the provisions of this agreement, Party B cannot guarantee successful completion of the Program. Services provided by Party B as defined in this Agreement are exclusively for Party A, and may not be transferred to any 3rd party without Party B's written permission. Party B reserves the right to refuse service to any unauthorized or unregistered persons who accesses Party A's account. If Party A willingly allows another person to access his/her account, Party B reserves the right to terminate that student's account with no possibility for refund.
甲方责任:	甲方同意遵守本协议的条款及规定。甲方同意自觉主动遵守本协议规定的课程预约条件。如果甲方无法履行以上约定, 乙方将无法保证甲方能够在课程(加“规定”)时限内完成所有课程。此外, 甲方同意充分准备每一节课。甲方同意预约课程并准时在预约时间上课, 如有必要, 不迟于开课 24 小时之前取消课程。本协议规定的乙方提供服务仅限于甲方, 未经乙方书面许可甲方不得转让给第三方。乙方有权拒绝任何未经授权或未注册的人员在操作甲方账户是, 乙方有权拒绝提供任何服务。如果甲方私自允许他人使用其账户, 乙方有权终止该帐户并且不退款。
Intellectual Property	All Program Materials, including but not limited to any session pre- and post-reading material or material and information shared during the session, is intellectual property of Party B, if not stated otherwise. Party A can only use Program Material for personal use. Party A's student account will be active and available for the period of the Agreement. Party A cannot use the Program Materials for any purposes other than the services provided by Party B under this agreement. If Party A breaches the confidence or causes damage to the Program Material, Party B has the right to terminate this Agreement.
知识产权	所有课程相关材料, 包括但不限于每一节课的预习和复习材料, 以及课堂中分享的信息和材料, 无特殊申明下, 都是乙方的知识产权。所有课程材料仅供甲方注册学员, 在本协议规定的课程学习中使用。课程账户仅供注册学员在协议有效期限内使用。甲方不能将课程资料用于其它用途。如果有以上任何情况发生, 或者其它任何可能导致课程材料泄露或受损的情况, 乙方有权解除本合同。
Force Majeure	In case of force majeure causing any party inability to partly or fully execute this Agreement the prevented party will not be considered failing to observe the obligations of this agreement, and will not bear the responsibility for the delay. Force majeure includes events such as war (whether the war is declared or not), emergency, strike, labor dispute, accident, a server breakdown caused by the transmission of a computer virus, hacker's attacks on the server, unpredictable IT infrastructure or equipment failure, mass failure of public internet network or government internet controls, fire, earthquakes, flood, typhoon, snowstorm and any other natural disasters and other unforeseen events beyond the control of the Parties. If any party thinks that the complementation of this agreement may be held back, delayed or affected by the factors listed in the first article of this agreement, the prevented Party is obliged to inform the other parties of such factors without delay.
不可抗力	如果遭遇不可抗力, 导致甲乙双方任意一方不能履行本协议规定的部分或全部义务, 受阻方不会被认定为违反约定, 也不用承担课程延误的责任。不可抗力包括以下情形: 战争(无论是否宣战), 突发事件, 罢工, 劳工纠纷, 事故, 因电脑病毒入侵和/或黑客攻击导致的服务器瘫痪, 不可预见性的 IT 基础设施或设备失效, 大面积公共互联网路瘫痪或政府管控, 火灾, 地震, 洪水, 台风, 暴雪, 和其它自然灾害, 以及其它双方不可预见的不可控情形。如果任意一方认为本协议的履行可能会因不可抗力, 导致受阻, 延期, 或受影响, 受阻方有责任立即通知另一方, 并告知具体情形。
Default	Any of the following situations will be considered to be default. If any party hereto breaches this agreement as follows, the other party is entitled to require the defaulter to make the correction by written notice, if the defaulter does not make the correction within 10 days after he receives

the notice from the other party, the other party is entitled to terminate this contract. Party A agrees that if this agreement is terminated due to Party's A default, Party B will not need to refund any of the tuition Party B has received.

- Party A's inability to pay the total fee(s) before the Program Start Date.
- Party B's failure to provide Party A with the services specified in this agreement.
- Party A's failure to keep the trade secrets of Party B.
- Infringement of Party B's intellectual property rights.
- Any Party fails to implement this agreement.

违约

如果有以下任一情况发生，将被视为违约。如本协议任何一方发生本协议项下的违约行为，另一方有权以书面通知要求纠正，如违约方在收到通知后 10 天内不予以纠正，则另一方有权解除本协议。甲方同意如果本协议因甲方违约而被解除，则乙方无需退还任何已经收取的学费。

- 甲方不能在课程开始日期前支付全额学费
- 乙方不能为甲方提供本合同约定的课程
- 甲方无法保守乙方的商业秘密
- 乙方的知识产权受到甲方侵害
- 甲乙双方任意一方无法履行本合同约定

Publicity

Party B shall have the right to reference Party A, including Party A's profile photo and any feedback, written or oral, in its customer list.

宣传

乙方有权在其客户名单中提及甲方，包括甲方的个人资料和任何书面或口头反馈。

Dispute Resolution

Any disputes as to this agreement should be solved through negotiation in China. This agreement is governed by Chinese law. For any such disputes and differences that might arise due to situations not covered in this agreement, both Parties agree to negotiate and settle based on a mutually beneficial outcome.

纠纷解决

因本合同引起或与之相关的任何纠纷应在中华人民共和国境内通过协商解决。本合同受中华人民共和国法律管辖。如果有因本合同未尽事宜引发的任何纠纷和分歧，双方同意在友好互利的基础上协商解决。

Contract Language

合同语言

This agreement shall be made in Chinese and English version with the English version prevailing. 本协议将制作成中英文本版本，以英文版本为准。

Arbitration

Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission, Shanghai Branch for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

仲裁

凡因本合同引起或与本合同有关的任何争议，均应提交至中国国际经济贸易仲裁委员会上海分会，依据申请仲裁时现行有效的仲裁规则进行仲裁。仲裁最终决定对双方均有约束力。

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first below written. Each party shall hold one copy.

甲乙双方在下述日期签署本协议，一式两份，双方各持一份。

Party A: Ross Wu

甲方：

Name:

姓名:_____

Party B: Voyage Educational Technology (Shanghai) Limited

乙方：遨游教育科技（上海）有限公司

Name:

姓名:_____

Signature:

签名:_____

Signature:

签名:_____

Date:

日期:_____

Date:

日期:_____

Appendix A: Program Details

Student Name:

Ross Wu

Program Name:

Executive Advance – B/C level coaches

Program Start Date:

Rolling Start Date

Program Duration (Max):

3 months, with optional 3 months extension

Program Completion Date:

Equals the Program Start Date plus the Program Duration.

Max Private (1-on-1) Sessions:

26

Max Writing Lab Submissions:

12

Initial Assessment & Report:

[INCLUDED]

Final Assessment & Report:

[INCLUDED]

Total Tuition Due:*

RMB 12,000

*Notes:

Total Tuition Due must be received prior to the Program Start Date

Total Tuition Due includes a non-refundable Enrollment Fee.

I have read and acknowledge the Program Details

Party A: Ross Wu

甲方:

Name:

姓名: _____

Signature:

签名: _____

Party B: Voyage Educational Technology (Shanghai) Limited

乙方: 遨游教育科技(上海)有限公司

Name:

姓名: _____

Signature:

签名: _____