



BABEL UNIVERSITY Professional School of Translation

1833 Kalakaua Avenue #208 PBN Bldg, Honolulu, Hawaii 96815, U.S.A.

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URL <http://www.babel.edu>

Enrollment Agreement

Date of Execution:

Student's Name and Address: _____

_____ ("Student")

Education Service Provider: Babel Corporation Babel University Professional School of Translation having its principal place of business at 1110 University Avenue #510 Honolulu, HI 96826 U.S.A (Babel)

Preambles

1. Student is desirous to receive educational and training services to be provided by Babel and has submitted to Babel an application for enrollment to become a student of Babel, with the full understanding of all the terms and conditions on Babel's education and training services, including the basic terms and conditions, prospectus, curriculum, professor profiles, study program and other materials which have been provided by Babel to Student.
2. Babel accepts student's application for enrollment and admits Student to be eligible for Babel's Student and is willing to provide Student with Babel's educational and training
3. services (Education and Training)

NOW, THEREFORE, both parties agree as follows:

Section1 Tuition and Fees

Student shall pay Babel the tuition and fees for Education and Training according to the Basic Terms and Conditions attached hereto.

Section 2 Education and Training

Babel shall provide Student with Education and Training in accordance with the Basic Terms and Conditions attached hereto.

Having read and fully understood this Agreement and the Basic Terms and Conditions attached hereto, both parties put their signatures on the day mentioned above.

Student:

_____ (signature)

Babel Corporation Babel University Professional School of Translation

_____ (signature)

Tomoki Hotta
Vice-Chancellor

Basic Terms and Conditions

1. Course and Program

Education and Training to be provided by Babel will be, subject to change by Babel, the Professional Translator Program with a diploma of Master of Science in Translation.

The details of the program and course are mentioned in the enrollment procedures, curriculum, prospectus, plan for achievement, and other materials provided by Babel.

2. Methods of Learning

Education and Training will be provided through the Internet. The details of each of the methods of learning will be explained in writing by Babel.

3. Tuition and Fees

- (1) Student shall pay Babel, prior to receiving Education and Training, the enrolment fee, tuition, and other fees and charges as notified by Babel in accordance with the tuition and fee schedule, which is subject to change, provided by Babel.
- (2) Notwithstanding the preceding paragraph, Student may be disclosed a part of Education and Training before payment of the tuition and fees by attending Education and Training according to Babel's school rules.
- (3) All the costs and expenses for Education and Training including texts, materials, shipping, mailing and any other communication charges, examination fees, and costs for issuing diploma and certificate shall be included in the tuition and fees mentioned above and will be borne by Babel.

4. Student's Obligation Other Than Tuition and Fees

In addition to the payment obligation of tuition and fees as stipulated in 3 above, Student shall have obligations to (1) obey Babel's instruction in Education and Training, (2) submit his or her works assigned by Babel, and (3) take and pass examinations and tests, all under Babel's school rules.

5. Student's Further Benefits

- (1) Student may receive from Babel comments, consultations, tests and examinations, grading and evaluation under Babel's school rules.
- (2) Student may receive through Babel (a) personnel staffing services and recruitment introduction services of Babel's affiliated company and (b) periodicals such as e-magazine issued by Babel's affiliated company, under the separate fee program.

6. Diploma, and Certificate

Upon successful completion of Education and Training, Student shall be granted a diploma of Master of Science in Translation of the Professional Translator Program.

7. Intellectual Property

All the copyrights, educational methods and know-how in and to Education and Training shall be owned by and belong to Babel. Student shall not copy, reprint and/or reproduce any part or the whole of Education and Training texts and materials except for his or her need for Education and Training.

8. Warranty

Babel warrants that any and all texts and materials in Education and Training are those in the level same as those explained and disclosed by Babel to Student prior to starting Education and Training Student understands and agrees that Babel's warranty is limited to the stipulation in the explanation materials provided by Babel.

9. Cancellation

- (1) Student may cancel this Agreement only if Babel does not start to provide Student with Education and Training within a reasonable period after receipt of tuition and fees, provided, however, that Babel shall not be liable for any delay or failure of performance hereunder if such delay or failure arises out of or in relation to an event beyond Babel's reasonable control, including but not limited to, transportation accident, communication trouble, war, riots, fire, earthquake, or any other force majeure events.
- (2) Babel may cancel this Agreement in the event that (a) Student has died, or become unable to proceed the Education, or (b) Student fails to obey Babel's school rules or instructions.

10. Refund

- (1) A Student who dies after enrollment and before beginning to study and does not receive his or her password to access any courses of the program, or a Student who cancels this Agreement, within five (5) days from enrollment, may receive a refund of the tuition and fee paid.
- (2) A Student who dies after enrollment and before beginning to study and does not receive his or her password to access any courses of the program, or a Student who cancels this Agreement after five (5) days from enrollment but before starting his or her learning of any courses of the program within one (1) month from enrollment, may receive the tuition and fee paid less One Hundred Fifty Dollars (\$150) of an initiation procedure charge. The term "starting his or her learning" above means that Student is put at an accessible status to a course in the program.
- (3) A Student who cancels this Agreement after having started his or her learning may receive a percentage of the tuition and fee paid less the said initiation procedure charge in accordance with the following schedule:
 - a) In case of the progress being less than ten percent (10%) of the program, Student may be refunded ninety percent (90%) of the tuition and fee paid less the said initiation procedure charge. (i.e. Babel will retain ten (10%) of the same.)
 - b) In case of the progress being between ten percent (10%) or more and less than twenty five percent (25%) of the program, Student may be refunded seventy five percent (75%) of the tuition and fee paid less the said initiation procedure charge. (i.e. Babel will retain twenty

five percent (25%) of the same.)

c) In case of the progress being between twenty five percent (25%) and less than fifty percent (50%) , Student may be refunded fifty percent (50%) of the tuition and fee paid less the said initiation procedure charge. (i.e. Babel will retain fifty percent (50%) of the same.

d) In case of the progress being fifty percent (50%) or more of the program, Student may not be refunded the tuition and fee paid. (i.e. Babel will retain all the tuition and fee received.)

e) The said percentages of the progress (i.e. less then 10%, 10% to less than 25%, 25% to less than 50%, and 50% or more as stipulated in a), b), c), and d) above) shall be calculated as to 28 credits for the first year, if Student requesting the refund has paid the tuition and fee for the first year and cancels within one year (1) from the enrollment.

f) The said percentages of the progress (i.e. less then 10%, 10% to less than 25%, 25% to less than 50%, and 50% or more as stipulated in a), b) , c), and d) above) shall be calculated as to 60 credits for the first and second years, if the Student requesting the refund has paid the tuition and fee for the first and second years and cancels after one (1) year from the enrollment .

g) In case of installment payment, an amount calculated as above (i.e. a cancellation fee to be taken by Babel) shall be deducted from the amount paid under installment by Student requesting the refund, and the balance will be refunded to Student.

11. Jurisdiction

Any and all disputes and controversies arising out of or in relation to this Agreement or any breach thereof shall be brought under the jurisdiction of the superior court locating in the district of Babel's principal place of business.

(The end of the Basic Terms and Conditions)
(latest amendment as of November 1, 2009)