



Maximize Your Value

## AGOS JAPAN

# Student Enrollment Agreement

### Enrollment Procedure

Please print out "AGOS JAPAN Terms and Conditions for Enrollment" (2 pages) and "Student Enrollment Agreement" (1 page).

After reading the "AGOS JAPAN Terms and Conditions for Enrollment," please fill in "Student Enrollment Agreement" and fax it to AGOS JAPAN. Also please pay the tuition via bank transfer. (Bank transfer fee is at your cost.)

Your application process will be complete once we receive your payment as well as your completed Enrollment Agreement Form via fax. You can check in with registration when you come in on the day of the class.

\*Please complete the enrollment process one week before the class starts. Also, as soon as we reach the maximum number for the class, we will close registration.

AGOS JAPAN

**【Use of Personal Information】** AGOS JAPAN uses personal information obtained from applicants in the following ways.

- for contacting applicants about various events, lectures, and materials related to AGOS JAPAN's study abroad support program
- for contacting applicants regarding other details related to the program
- to provide more effective tutoring
- to ask for applicant opinions on the various services offered at AGOS JAPAN
- to create and analyze statistical information regarding applicant categories
- for any circumstances related to achieving the above in a logical manner A notification will be made on the AGOS JAPAN homepage if these circumstances change.

Name	Last	First
Date of Birth	/ / (MM/DD/YY)	Gender Female / Male
Address	〒 —	
TEL	Home:	Mobile :
E-mail		
Company/School Name		
How did you hear about AGOS JAPAN?	<input type="checkbox"/> Yahoo <input type="checkbox"/> Google <input type="checkbox"/> Friend <input type="checkbox"/> Company <input type="checkbox"/> School <input type="checkbox"/> smart.fm <input type="checkbox"/> Other ( )	

	Start Date	Class Name	Fee (tax included)	Discount rate	Amount after discount ※	
① Discounted						
						Subtotal ¥ A
② Regular						
						Subtotal ¥ B

※ Round down the decimals.

- ① List the courses that are eligible for discounts  
② List the courses that are not eligible for discounts

Registration Fee Non-refundable registration fee ( ¥ 27,500) attached to first course registration.	¥	C
Grand Total (A+B+C)	¥	

I understand and will adhere to this agreement.

Signature \_\_\_\_\_ Date: / /

Signature of Parent or Guardian: \_\_\_\_\_ Date: / /

## AGOS Japan: Terms & Conditions for Enrollment (Revised 2023.6.1)

### [General Rules]

Upon reading the details set out in these terms and conditions, the applicant will be enrolling for programs offered by AGOS Japan Inc. (hereafter referred to as AGOS). You agree that you have enrolled with AGOS for the sole purpose of entrance exam and/or admissions preparation.

By signing the enrollment form, you are indicating that you understand all the terms and conditions set out below. The governing law of the terms and conditions is Japanese law.

### [Course Enrollment]

The course enrollment date is set as the day the application form is received by AGOS. AGOS will confirm all enrollment details and formally accept an application upon receipt of all enrollment fees. 2 business days or more may be required to confirm receipt of enrollment fees paid by bank transfer. All payment must be received by the deadline in order for discounts to be applicable.

A course registration fee (27,500 yen inclusive of tax) is required by applicants enrolling with AGOS for the first time. This course registration fee is not refundable.

Course fees should be paid into one of the bank accounts specified by AGOS.

Payment made by bank transfer should only be done from the applicant's own account.

Only the applicants themselves are permitted to attend AGOS programs (including home study courses). Other people may not attend the courses on your behalf.

Course materials are included with the course fees. AGOS will not be held responsible if applicants lose or damage course materials due to any circumstances out of AGOS's control. An additional fee will apply if new course materials are to be purchased.

### [Notification by the Applicant]

Applicants must supply accurate personal information including name, address, telephone number, and email address to AGOS. AGOS will not be held responsible if the applicant is disadvantaged in any way as a result of inaccurate information being supplied to AGOS. Applicants must notify AGOS of any changes as soon as possible. AGOS will not be held responsible if announcements fail to reach the applicant due to incorrect settings or failure of equipment or systems that are not under the direct control of AGOS.

### [Program Contents, Change of Schedule, and Course Cancellations]

Courses with set class days may be cancelled or rescheduled if there are fewer than 4 applicants enrolled for the course in the 7 days before the set class date. If the class is to be cancelled, applicants will be notified 7 days prior to the set class date. Notification will be made via telephone or email.

Course contents (total class time, schedule, course fees, and course materials used) may change as a result of changes in curriculum.

If classes are cancelled due to circumstances related to AGOS, or if class schedules change and a course is no longer offered due to circumstances related to AGOS, follow the procedures below:

- 1) If the applicant wishes to change to a class on another date, the "Register/Change Class Date Confirmation Form" should be submitted and the relevant procedures followed.
- 2) If the applicant wishes to withdraw from the class, a cancellation submission must be made on the supplied form. Fees for the course will be refunded in full.

### [Course Time Limits]

Time limits for each course are as follows:

Test Preparation Program	Course Time Limits (from day of application)
Test Prep Program (classroom courses) Private Tutoring for Test Prep	Commence courses within 36 months
Test Prep Program (home study courses) TOEFL video course GMAT Video courses GRE Video courses	Commence courses within 36 months However, access is only possible for 2 months after start of course and essays are due 2 months from the day of start of course

TOEIC Web study	
Test Prep Program (online courses) TOEFL Writing Independent Practice TOEFL Writing Integrated Practice TOEFL Speaking Independent Practice TOEFL Speaking Integrated Practice GMATAWA Practice	Commence courses within 36 months

Application Preparation Program	Course Time Limits (from day of application)
Application Consulting Sessions	36 months

Refunds of course fees for courses that have not been taken after the time limit has been expired cannot be made. AGOS will not give any notices about the time limit to the applicants.

### [Changing Course Programs, Class Dates, and Reservations]

If the applicant wishes to change from programs in which they are enrolled to other programs, the applicant must pay a handling fee for the change (11,000 yen inclusive of tax) and the difference of program fees.

The deadline for changing class date is the end of office hours 3 days before the class date. A handling fee for changing class date (11,000 yen inclusive of tax) is required after the deadline. No change of class date can be made after the first day of classes.

The deadline for reserved tutoring / consulting session changes or cancellations is 2 days before the reserved tutoring session day.

The receipt of notification of change or cancellation on the day before the tutoring / consulting session or on the day of the tutoring / consulting session, or not showing on the day of the tutoring / consulting session without prior notification means that the tutoring / consulting sessions has been used.

### [Cancellation of programs / Refund regulations]

The deadline for cancellation of programs with completed enrollments and refunds is the same as the aforementioned course time limits. To cancel an enrollment, fill in the relevant areas on the cancellation form after returning all materials to AGOS.

The cancellation date will be the date that AGOS received the cancellation form.

Refunds for cancellations are processed on the 10th of every month, and refunded on the last day of the following month. Refunds are made via bank transfer, with all transfer fees paid by the applicants.

In the case of cancellation of certain classes or sessions, no course fee will be refunded.

Program	Refund Regulations
Test Prep Program (classroom courses)	(1) Cancellations before commencing a program Course fees will be refunded, minus a 15% cancellation fee.  (2) Cancellations of programs that have already commenced No refund can be made for cancellations of programs after the first day of classes.  (3) Tutoring Refunds will be made for the number of cancelled sessions, minus a 15% cancellation fee  (4) Special arrangements for private tutoring Refunds will be made minus a 15% cancellation fee.  Refunds cannot be made for cancellations made after the day before the reserved session date.
Test Prep Program (home study courses, online courses)	Refunds for course fees cannot be made after the enrollment date.
Application Preparation Program	(1) Application Prep Package A refund will be made for the difference calculated by subtracting regular fee of consulting sessions which the applicant has attended from the package fee, minus a 15% cancellation fee.

<p>No refund can be made for cancellation of classes included in Application Prep Package.</p> <p>(2) Consulting services</p> <p>A refund will be made for actual price of the number of cancelled sessions, minus a 15% cancellation fee</p>
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**[Continuous Service Offers as Defined by the Special Commercial Transactions Law]**

Each individual class of AGOS's Test Preparation Program is excluded from the Continuous Service Offers of the Special Commercial Transactions Law. Video courses as a makeup for classroom courses charge no extra fee and are excluded from the Continuous Service Offers of the Special Commercial Transactions Law.

Multiple enrollments for classes made at the same time are also treated as enrollments for individual classes and are excluded from the Continuous Service Offers of the Special Commercial Transactions Law. AGOS's Application Preparation Programs are not language teaching services and are excluded from the Continuous Service Offers of the Special Commercial Transactions Law.

**[Change of Instructors / Consultants]**

Instructors may be changed during the course due to uncontrollable circumstances. Cancellations arising due to instructor changes will still be subject to AGOS's 15% cancellation fee. No refund can be made for cancellations of programs or no change of class date can be made after the first day of classes

If a tutor or a consultant cannot attend a specified session due to an unexpected emergency, a substitute tutor or a consultant will be asked to provide consulting services. If applicants do not wish to attend the session with the substitute tutor or the consultant, AGOS will cancel the session and make a new reservation for applicants with no penalty.

**[Force Majeure]**

AGOS shall not be liable for the cancellation of classes under this agreement if and to the extent the cancellation of classes arises from any cause or causes beyond the reasonable control of AGOS (hereafter referred as to Force Majeure), including, but not limited to, act of God; acts of government or governmental authorities, compliance of with law, regulations or orders, fire, storm, flood, or earthquake; delay or failure of delivery from subcontractor, strike, or lockout. In case of Force Majeure, applicants may be requested to take video courses as a makeup for classes.

AGOS will notify the cancellation of classes to applicants via the homepage or email soon after the decision of class cancellation.

**[Canceling the AGOS Contract]**

AGOS will notify applicants that their contract has been cancelled based on the details outlined in these terms and conditions due to any of the following reasons.

- 1) If specified payment has not been received by the due date.
- 2) The location of the applicant is unknown, or contact has not been made for more than 2 weeks.
- 3) It has become apparent that the applicant has made a false declaration in the self-assessment information.
- 4) The applicant violates these terms and conditions and infringes upon AGOS's intellectual property rights.
- 5) The applicant inflicts damage to facilities, staff, or other students during AGOS's courses.

If AGOS does cancel a contract based on the items listed in the above terms and conditions, no refund will be made for fees already paid.

**[Protection of Intellectual Property Rights]**

You understand that all AGOS course materials and teaching methods have been developed exclusively by AGOS and that all copyrights and intellectual property rights are retained by AGOS.

Applicants are not permitted to copy, alter, modify, reverse engineer, install on servers, or lease, lend, deliver, or transfer security rights to a third person any materials or learning applications provided with the program in anyway.

AGOS reserves the right to cancel the applicant's contract as stated in the terms and conditions if the

applicant partakes in any of the above, and applicant will be requested to pay for any damages that AGOS suffers as a result of these actions.

This condition shall continue to be enforced after completion, withdrawal, or cancellation of the contract.

**[Test Preparation Program (home study courses)]**

This program allows applicants to study using computers and videos. Communication fees such as telephone and/or internet connection charges are at applicants' cost for remote sessions.

Applicants should confirm before enrollment whether the hardware they own meets the requirements for that particular program. Cancellations for reasons such as hardware that does not meet the requirements of the program cannot be accepted during the course.

AGOS will not be held responsible for any damages that occur as a result of installing the software that is distributed by AGOS as part of the program.

Applicants shall bear any costs required to connect to the AGOS website for course purposes. AGOS will not be held responsible for problems that arise due to equipment, systems, and facilities not administered by AGOS.

**[Application Preparation Program]**

AGOS consulting programs support application process. AGOS will not provide applicants with any financial assistance. AGOS consulting programs do not guarantee admission of applicants.

At least 1 day advanced reservation is required for consulting session. Reservation cannot be made if the consultant is not available. One consulting session is 50 minutes.

Communication fees such as telephone and/or internet connection charges are at applicants' cost for remote consulting sessions.

**[Agreement Jurisdiction]**

The terms and conditions presented here apply to all enrollments for contracts submitted after June 1st, 2023.

These terms and conditions are subject to change without notice.

If a lawsuit is required for these terms and conditions, the Tokyo District Court will be chosen as the court of jurisdiction.

Trading Name	AGOS JAPAN Inc.
Location	8 <sup>th</sup> floor Shibuya Kyoei Bldg. 17-6 Sakuragaoka-cho, Shibuya-ku, Tokyo 150-0031
TEL	03-3463-1343
FAX	03-3463-2208 (24 hours)
URL	http://www.agos.co.jp
E-mail	info@agos.co.jp
Board members	Representative Director Eric Young Chairman of the Board Tadashi Yokoyama

**Bank Accounts (Payee: AGOS Japan)**

Sumitomo Mitsui Banking Corporation, Shibuya Ekimae Branch Ordinary Account 3689538
MUFG Bank, Shibuya Branch Ordinary Account 3725186
Mizuho Bank, Shibuya Chuo Branch Ordinary Account 1078004

**[Office Hours]**

Tuesday-Friday 12:00 - 21:00 Saturday & Sunday 10:00 - 18:00

Closed Mondays and National Holidays

(Open as normal if a National Holiday falls on Saturday or Sunday)