

Terms of service of HOLLOTUTOR Online Foreign Language Learning Institute

Dear customers,

We are glad that you are interested in the services of HOLLOTUTOR Online Foreign Language Learning Institute.

Before you register for our courses, please read our Contract and Terms of Service carefully, in order to understand the underlying rights and obligations completely. If you agree with the terms and conditions, please fill up the register form and click the submit button, this will tell us that you have read and agreed to all the related terms the contract and terms of service, and are willing to be a members of the HOLLOTUTOR Online Foreign Language Learning Institute, wish to receive our services provided by our online teaching system under the rules stated in the Contract and the Terms of Service.

When reading the above documents, their parents or legal guardians must accompany individuals under the age of 12 or without full legal capability. After they have read and gained a detailed understanding of their contents, please fill up the register form and click the submit button, and then you can register for our online teaching course. Your registration will tell us that your parents or legal guardians have read and accepted all the terms and conditions in our Contract and the Terms of Service.

You can pay the course fee by wire transferring the related due amount via ATM, credit card, Paypal, or pay it by any authorized third party. If there is any question related to our service or the terms of payment, please call HOLLOTUTOR Online Foreign Language Learning Institute at 02 - 2749 4336. Our staff will answer your call immediately.

Please keep the receipt of your transfer at all times as a possible later confirmation of your payment.

Please also call us (02 - 2749 4336) or send us a short message to our customer service on the same day you paid the fees. The message should include your

1. Name,
2. The amount of money transferred and
3. The last four digits of your member's account.

We will inform you as soon as we confirm the receipt of your payment.

Contract for Online Teaching Services

Party A: Members registered to receive the online teaching courses of HOLLLOTUTOR Online Foreign Language Learning Institute.

Party B: HOLLLOTUTOR Online Foreign Language Learning Institute

In order to receive and/or provide online teaching services, the contract hereby is made and concluded by and between the two parties in mutual agreement of abiding by its terms and conditions.

1. Learning Courses and Subjects

Party B provides teaching services for Party A through the online learning courses that Party A has registered the form and click the submit button, in accordance with the registered learning subjects.

2: Learning Period

- (1) The time of online learning shall be counted from the day of registration to the closing date.
- (2) Party B shall not provide learning courses to Party A as of the closing date. The service may be provided again on the condition that Party A re-registers and pays the fees related thereto.

3: Registration Procedure

- (1) Party B shall provide a trial lesson for Party A free of charge. Part B shall ensure that Part A gains a detailed understanding of the courses provided.
- (2) Registration fees include text-book fees if necessary.
- (3) Payment method: Fees for membership shall be paid via transfer by ATM, credit card, Paypal and any authorized third party. Party B shall not be bound by any teaching obligation constituted hereunder until the membership fee is paid in full by Party A.
- (4) After the due payment of fees, Party B shall provide Party A with a formal membership account.

4: Pricing Model

HOLLLOTUTOR provide customer transparent pricing about different kind of service, check on website and HOLLLOTUTOR reserve the rights to change pricing anytime without prior notice.

5. Procedures of Refunding Fees for Online Teaching Course

HOLLLOTUTOR provide first 7days refunding period after customer purchased from HOLLLOTUTOR, if customer feel not satisfied with service, then contact customer service and provide solid reason, refund will be done within 15 days in following month after claim of customer is approved by HOLLLOTUTOR.

6. Compensation for damages

- (1) Party A shall bear liability for the compensation of damages in the event that Party A's deeds fall into the heading of one of the following categories and result in damages to Part B:
1. Invade and/or damage the system of the online teaching course deliberately and cause damage to the interests of Party B or its members.
 2. Forward or spread the courses or teaching materials received from Party B without authorization leading to infringement of copyrights and property rights.
- (2) Party A shall not make a request for any compensation or refund from Party B in case of a failed attempt to receive the online teaching services hereto, under the following circumstances:
1. The system of teaching online fails to operate in whole or in part due to force majeure.
 2. Party A's equipment (hardware and/or software) are at variance with the technical requirements of the service specified in [PLACE] hereof.
 3. Party A fails to pass digital copyright authentication due to the usage of non-genuine software.

7. Termination of contract

- (1) Party A shall be prohibited from the continuance of receiving the services of Party B without the entitlement of refund provided Party A falls into the heading of one of the following categories:
1. Remodel or reconstruct the courses or teaching materials without authorization leading to infringement of copyrights and property rights.
 2. Disclose the password or the account number of membership of his/her or other members to other third parties except for Party B resulting in damages to the interests of Party B.
 3. Invade or destroy the online teaching system deliberately causing damages to the interests of Party B or its members.
 4. Engage in illegal activities through the online teaching system, or deliberately interfere with the classes of other members.

The course is targeted for students, not for individuals of the same occupation or tutors. Once seized, the account number shall be destroyed immediately and refunding shall be handled as regulated.

- (2) Party A may terminate the contract and request refund from Party B provided Party B fails to perform as stated in the contract.

8. Protection of information

As for the personal information kept or left by the members, Party B shall not disclose the name, address, e-mail address or other information protected by law without the permission of members except for the following circumstances:

- (1) It is required by law.
- (2) It is requested by competent courts or other authorities.
- (3) The request is on the basis of ensuring the interests and properties of Party B.
- (4) It is for the security of other members or third persons in emergency
- (5) Without the disclosure of basic information to third parties, personal information may be used partially when sending gifts or providing information in case of Party B host or takes part in activities.
- (6) The collection, disposal, conservation, delivery and use of ~~the~~ information may be conducted by Party B or a third person assigned by Party B for the purpose of providing other services such as data collection or research.

9. Entire agreement and sealing

The contract contains the entire agreement between Party A and Party B and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter contained herein. The contract hereof supersedes all oral or written negotiations, representations or agreements set before between the contractual Parties. The contract shall come into effect after both parties sign it, Party A finishes registration and pays the fees of services as specified heretofore.

10. Severability

Provided any of the membership terms hereof loses validity, effectiveness or it becomes inoperative or unenforceable in whole or in part, the effectiveness of the other terms shall not be influenced.

11. Amendment

The contract may be amended, supplemented, modified or superseded, and any of the terms and conditions hereof may be waived, only in writing with the mutual agreement of the parties hereto.

12. Governing Law and Jurisdiction

The interpretation and application of the contract and the rights and obligations between Party A and Party B governed by the laws of the Republic of China as being in effect from time to time. For any dispute, controversy, difference or claim arising out of, relating to or in connection with this contract or the breach, termination or invalidity that of, the matter shall be settled by the local court in Taipei, Taiwan.

13. Language

The original language of this contract is English. Provided any dispute arises in relation to the interpretation of the contract or its translations to any language later on, the original English version shall prevail.

14. Adherence to the membership regulations and legal regulations.

You can study online after register and ~~get~~ acquire the membership of HOLLLOTUTOR Online Foreign Language Learning Institute (hereinafter:

HOLLOTUTOR). Your usage of the online studying services means that you have agreed to the regulations for members and all the special terms as well as legal regulations.

15. Disposal of false information on members

You will not have access to our services and your membership will be suspended immediately if your personal information provided is untrue, misleading or not updated within eight days of the related change.

16. Revision of membership regulations

The entitlement for revising membership regulations at any time are reserved by HOLLOTUTOR. Any revision of regulations will be communicated on the home page without individual notice.

17. Suspension and alteration of service

- (1) HOLLOTUTOR is entitled to suspend or to cease to provide the services and members shall not request for any compensation in the following cases:
 - A) The electronic equipment of online teaching is under maintenance or construction.
 - B) Unexpected breakdown of the electronic equipment for communication.
 - C) Failures to provide the service due to any cause or circumstance beyond the control of HOLLOTUTOR (force majeure).
- (2) HOLLOTUTOR reserves the rights to add, revise, or cancel its services in full or in part without informing the members individually. In the event of such changes described heretofore, members are not entitled to compensation.

18. Termination of membership

HOLLOTUTOR shall not terminate, cancel or set limit to membership without informing its members. In any event of the ones listed heretofore members are not entitled to compensation.

19. Security of Using Account

Members of HOLLOTUTOR have the obligations to safeguard the account number and password, and take full responsibility for all the activities after using the system by the account number and its password. To safeguard the rights and interests of members, please never disclose your account number and password to others, or lend and transfer it to others. If you find out that your account number has been changed or used illegally, please inform HOLLOTUTOR immediately.

20. Avoiding Embezzling of Account

To avoid embezzling of your account, you must take a few protective measures:

- (1) The account number should not be too simple.
- (2) Please keep your account number and password and ID to yourself. Never disclose them to others.
- (3) Make sure that you have withdrawn your account number, password and ID every

time you finish studying online with HOLLLOTUTOR.

- (4) You are suggested not to landing the system in public places such as net cafes or computers at school.
- (5) Never install any illegal or unknown plug-in program.
- (6) If someone asks for your account number, password and ID in relation to an online activity, please pay special attention and do not disclose your information directly.

21. Personal information

HOLLLOTUTOR shall not disclose the personal information of its members such as name, address, e-mail or other information under the protection of law without the permission of the members except for the following cases.

- (1) It is regulated as such by law.
- (2) It is requested by competent courts or other authorities.
- (3) In order to ensure the interests and property of Party B.
- (4) Maintain the security of other members or third parties in emergency.

For the collection, disposal, conservation, deliverance and use of information within the boundaries of law by HOLLLOTUTOR and/or its partner agencies for providing members with other services, collecting data or doing research on network behavior as permitted by members.

22. Limitation to obligations

HOLLLOTUTOR shall not be liable for the stability, security, certainty or continuity of all the services. Members shall bear the risks and the possible damage incurred therefrom.

23. Limitation to liability for compensation

- (1) HOLLLOTUTOR will take no responsibility for direct, indirect, derived, or particular damages caused by the usage of services or failure to use thatof. HOLLLOTUTOR may only take the responsibility of for compensation within the limitation of consideration received.
- (2) If the member is a not limited by law, the regulations hereof in article 8.1 are not applicable.

24. Conduct of members

- (1) HOLLLOTUTOR will not take responsibility for the opinions, connections, photos, or documents published by its members. All personal comments, articles, connections, photos or documents only stand for the publishers' opinions.
- (2) HOLLLOTUTOR may change or delete the categories of courses at any time.
- (3) The qualifications and conduct of any tutor or members have nothing to do with HOLLLOTUTOR. Any activity impairing others' reputation and privacy conducted during the online courses, that fall into one of the following categories, are forbidden:
 - A. The violation of any business secrets, trademarks, patents, other intellectual

property rights;

B. The violation of legal or contractual obligations under the contract and the governing law;

C. The fraudulent use of the name of others or spreading false news;

D. The transmission of pornographic, obscene content or other violation of good manners of speech or information;

E. The transmission or distribution of computer viruses;

F. Engagement in illegal transactions, or posting false information or information related or leading to crime;

G. Any violation of the act on consumer protection, fair trade laws and other laws and regulations of the Republic of China;

H. Selling guns, drugs and other illegal or pirated software.

Any person participating in the online courses of HOLLOTUTOR shall take the legal responsibility for the actions described heretofore while HOLLOTUTOR will actively cooperate with the relevant authorities in investigation and handling of such.

25. Intellectual property rights

Copyrights, patents, trademarks, business secrets, and other intellectual property rights, statistics and the ownership and others rights at or related to HOLLOTUTOR's online teaching website all belong to HOLLOTUTOR Members ~~can~~ shall not duplicate, spread, revise, edit, or in other ways use them without the authorization of HOLLOTUTOR, otherwise, they shall take full liability thatof.

26. Links

Links on the website of HOLLOTUTOR as well as the related websites may be connected to the websites of other organizations or individuals. The intention of providing these links is to make it convenient for you to collect and get information by yourself. HOLLOTUTOR will not guarantee the authenticity, integrity, real-time or reliability of the products, services or information on the links provided although it is in constant strives for providing relevant information to you. There is no employment, authorization or any other relationship whatsoever creating legal obligation between the services of HOLLOTUTOR and the organizations or individuals whereof.

27. Rights and Obligations of members

(1) The members of HOLLOTUTOR shall take full responsibility for their respective obligations in respect of the online teaching courses.

(2) Members undertake to adhere to all the laws and regulations of the Republic of China and all international Internet practices and regulations.

(3) Members represent and warrant not to publish or spread any slander, false, threatening, disrespectful, salacious, inappropriate, illegal or invasive information,

comments, pictures or documents or any of such impairing others' Intellectual property rights on the HOLLOTUTOR online teaching website.

(4) Members shall not engage in any conduct concerning advertising or selling on the HOLLOTUTOR website.

(5) Members shall not discuss personal affairs on the public discussion areas, and shall respect others' rights and privacy when publishing comments or any other content.

28. Prohibition of the conduct of violating the law.

HOLLOTUTOR shall make the final judgment in deciding whether the conduct of its members apply to membership regulations. In the event that a member disobeys any law and membership regulation, HOLLOTUTOR is entitled to terminate his/her membership. While the member shall accept such decision and take full liability for his/her actions.

29. Compensation for damages

In the event that the member disobeys the related laws and regulations as well as any of the terms hereof resulting in damage to HOLLOTUTOR, its business partners, employees, consignees, deputies and other assistants or their payment of additional fees (excluding the fees charged by lawyers in civil, penal and administrative procedures), such members should be responsible for compensating the damage and paying for the additional costs incurred.

30. Advertisement and promotion schedule

Members can get the information of all the products and commercial advertisement published on the online teaching system.

31. Severability

Any of the membership terms hereof loses validity, effectiveness or it becomes inoperative or unenforceable in whole or in part, the effectiveness of the other terms shall not be influenced.

32. Governing law and jurisdiction court

The explanation, application and the relation of rights and obligations within the services provided by HOLLOTUTOR are in accordance with and shall be governed by the laws and regulations of Republic of China. The local court in Taipei Taiwan shall have competence for all the disputes as the court of first instance.

33. Rejection of Purchasing

HOLLOTUTOR reserves the rights to reject any form of purchasing or order from client.

34. Exception of Compensation

HOLLOTUTOR will not compensate for any form of lost caused by the factors which human cannot resist such as natural disaster, third part's mistake.

34. Prohibition of Misconduct

Online education process will be recorded from HOLLOTUTOR, all the misconduct, and improper behavior are absolutely prohibited.

35. Responsibility

HOLLOTUTOR reserve the rights to change anything on website and service without prior notice. HOLLOTUTOR provide learning platform for mutual communication between students and tutors internationally, HOLLOTUTOR do not responsible for any misunderstanding and lost caused by any form of conduct of any party. This contract is written base on English vision, any further argument shall refer back to English vision of Contract.

HOLLOTUTOR 線上外語輔導機使用條款

尊敬的客戶您好，請您在報名之前仔細查看 HOLLOTUTOR 線上外語輔導機構課程協議書與服務款項之中的所有內容，以便能確保您的權利和利益得到保護。

如果您已仔細查看，並同意接受本協議書與服務款項內容，請您在註冊表格中填寫個人資料並且點擊提交，表示您已仔細查看本協議書內容與服務款項，同時也表示願意接受使用線上教學系統所提供的全部服務專案，或表明您同意參加並成為 HOLLOTUTOR 線上外語輔導機構線上教學課程會員，並願意遵守本協議書與服務款項的全部規範。

法律規定不具備完全民事行為能力者或者不滿二十歲，則必須由家長（或監護人）陪同閱讀 HOLLOTUTOR 線上外語輔導機構線上教學課程協議書與服務款項，在家長（或監護人）詳細閱讀、瞭解並同意協議書與服務款項的內容後，請您在註冊表格中填寫個人資料並且點擊提交，才能報名線上教學課程。如果您報名 HOLLOTUTOR 線上外語輔導機構線上教學課程後，我們即有權推定您的家長（或監護人）已詳細閱讀、瞭解並願意接受本服務條款的所有內容和他後面的修改和變更款項。

繳納相關費用請使用自動提款機轉帳，信用卡刷卡，Paypal 支付，超商支付。
在使用過程中如果您有問題，請您致電 HOLLOTUTOR 線上外語輔導機構專線

電話 02-2749 4336，我們會立即指派專人為您提供幫助。

歡迎使用自動提款機轉帳服務功能繳納 HOLLOTUTOR 課程學費(方便、迅速、安全)方法步驟：到任何一家銀行的自動提款機上使用提款卡選擇 轉帳服務功能轉帳至非約定帳號，銀行代碼、帳號 請致電。選擇轉帳金額結束轉帳後，請務必保存好收據，以更好的方便您日後確認及保護您的自身權益。

轉帳當日請通過撥打電話 02-2749 4336 或手機短資訊的方式至 HOLLOTUTOR，告訴我們學員姓名 + 轉帳金額及學員帳號末尾三位元數位，HOLLOTUTOR 將會在確認收到款項後通過回復您。

HOLLOTUTOR 線上外語輔導機構線上教學課程協議書

甲方：參加 HOLLOTUTOR 線上外語輔導機構線上教學課程之會員

乙方：HOLLOTUTOR 線上外語輔導機構

為了提供/接受 HOLLOTUTOR 線上學習服務事宜，我們共同協商同意訂立本協議書，約定如下條款共同遵守：

第一條：協定的審閱 本學習服務協定經甲方填寫完成註冊資料表，點擊提交，等同于確定。

第二條：學習的科別 由乙方提供給甲方所報名的線上學習科別。

第三條：學習的科目 由乙方提供給甲方所報名的線上學習科目。

第四條：學習的時間

- (1) 各類科學習的時間，從實際報名之日起至截止日期止。
- (2) 在學習截止日起，乙方將停止提供給甲方所報名的線上課程。甲方如果繼續學習必須重新報名並繳納相關費用，之後才能再次使用線上補習課程及服務。

第五條：報名的程式

- (1) 在甲方向乙方成功申請後，由乙方提供免費試聽課程，甲方應在報名前充分瞭解乙方的上課形式。
- (2) 線上教材費已全部包含在報名費之內。
- (4) 繳費步驟：會員所需繳納的費用應透過自動提款機轉帳，信用卡刷卡，Paypal 支付，超商支付的方式儘快繳納清結。
- (5) 乙方收取甲方費用後，應及時提供正式會員的帳號給甲方。

第六條：計費方法

HOLLOTUTOR 為客戶提供明確，透明的收費方式，請參考官網訊息，
www.hollotutor.com，

HOLLOTUTOR 有權在沒有預先通知的情況下，修改價格。

第七條：線上課程退費步驟

HOLLOTUTOR 為客戶提供在購買日後的 7 天內不滿意退費機制，客戶可在對 HOLLOTUTOR 提供的服務不滿意情況下，聯繫 HOLLOTUTOR 的客服，在提出合理理由而不能進一步達成共識的情況下，HOLLOTUTOR 會在隨後的一個月的
前 15 天內提供退費。

第九條：損害賠償

(1) 乙方因甲方出現下來情形之一造成乙方權益受損的，甲方應負損害賠償責任。

1. 甲方蓄意破壞或入侵線上教學系統導致 HOLLOTUTOR 線上外語輔導機構或其它會員權益實際遭受損害的。
2. 甲方未經乙方授權擅自散播課程、重制或教材內容而侵犯乙方所有的著作權。

(2) 出現下列情況之一導致甲方無法學習線上課程的，不得向乙方主張退費或賠償。

1. 因不可抗力致使乙方無法向甲方提供線上教學系統全部或一部分。
2. 甲方或協力廠商（ISP 業者）電腦軟硬體配備達不到線上課程所需要的標準。
3. 使用盜版軟體致使數位版權認證無法通過的。

第十條：終止協議

(1) 乙方可以在甲方有下列情形之一時終止協議的履行，甲方不得繼續上課並不得規定辦理退費手續。

1. 甲方未經乙方授權擅自重制教材內容或課程而侵犯乙方著作權。
2. 甲方將自己或其它會員帳號密碼提供給乙方之外的協力廠商使用而導致乙方權益受損。
3. 甲方蓄意破壞或入侵線上學習系統導致 HOLLOTUTOR 線上外語輔導機構或其它會員權益受到損害。
4. 甲方通過線上教學系統從事非法活動，或影響其它會員正常上課，使乙方或其它會員權益受到損害。

5. 若本課程用於學生學習之外的人，請諒解本公司不提供服務。一旦查證屬實，立即停止帳號許可權，並不辦理退費。

(2) 甲方在乙方出現下列情形之一的有權終止協議並要求乙方退付相關費用。

1. 沒有嚴格按照本協議所載明事項實際履行的。

第十一條：資料保護

會員在使用本課程中所使用的個人資訊，除下列情況外，在未徵求會員同意之前，不得對外洩露會員的個人資訊：

(1) 法律所規定的

(2) 司法機構或者有權機關依照法定程式所需要的

(3) 為了保護乙方的財產和權益

(4) 緊急情況下未保護他人的人身安全所需

(5) 會員在本站與網站群的基本資訊，本網站和網站群不會惡意提供給協力廠商，但因參加乙方主辦或協辦活動寄發贈品或聯絡所需，本站與網站群將會使用部分資訊。

(6) 經過會員同意後，本公司及本公司之關係企業或合作物件，在法律許可範圍內統計資料、或進行關於網路調查或研究時有權保存、處理、搜集、傳遞及使用該資料。

第十二條：附件及協定效力 本協定替代雙方之前口頭或文字約定。點擊提交註冊表後具有法律效力。

第十三條：本協議未盡事宜，依相關法律法規、誠實信用原則及習慣公平合理公

正解決。

第十四條：法律衝突及管轄法院，本協議書內容的解釋及適用、以及會員在使用本服務過程中與 HOLLOTUTOR 線上外語輔導機構之間產生的權利和義務關係，應當依照中華民國的法律來解釋並適用。因此所產生的糾紛，雙方協議由臺灣臺北地方法院為第一審管轄法院。

第十五條：遵守法律規定和會員規範，您於 HOLLOTUTOR 線上外語輔導機構線上教學課程成功報名並成為會員後，HOLLOTUTOR 將會為您提供線上服務學習。如果會員在進行線上學習，說明您已經接受接受 HOLLOTUTOR 線上外語輔導機構之會員規範及所有注意事項，並承諾遵守法律法規。

第十六條：會員資料虛假之處理

如果會員提供的個人資料有不實之處，或原來登陸資訊已經過時而並未更新，或有任何誤導嫌疑，HOLLOTUTOR 線上外語輔導機構有隨時取消您會員資格及終止您享受的各項服務的權利。

第十七條：會員規範之修改 HOLLOTUTOR 線上外語輔導機構保留隨時修改會員規範之權利，並在修改會員規範前，將於首頁公告修改事項，不另作會員個別通知，為應對緊急情況，HOLLOTUTOR 同時有權利在無預先通知的情況下，變更任何條規和規定。

第十八條：會員服務停止與更改，發生下列情形之一時，HOLLOTUTOR 線上外語輔導機構有權停止或中斷線上教學服務，且會員不得因此而提出任何賠償或者補償。

- (1) 由於天災等不可抗力因素造成線上教學課程無法正常提供；
- (2) 電子通訊設備出現突發性故障時。
- (3) 對線上教學課程的電子設備進行必要保養及維修時。

第十九條：保管及通知義務

(1) 會員有義務妥善保管在線上教學課程之帳號與密碼，並用此組帳號與密碼進行系統登錄，此後所進行的一切活動由會員自行負責。為維護會員自身權益，請勿將帳號與密碼洩露或提供給第三人，或出借或轉讓給他人使用。若會員發現帳號或密碼遭人非法使用或有任何異常破壞其安全性時，應立即通知 HOLLLOTUTOR 線上外語輔導機構

(2) 為避免會員使用權限被盜，請務必做好以下防範措施：

- 1 避免設定過於簡單易猜的「帳號」。
- 2 請妥善保管自己的帳號及密碼，勿將「帳號」、「身分證」和「密碼」透露給第三人。
- 3 每次結束線上學習後，應確實帳號註銷或退出。
- 4 請勿在網吧或學校公用電腦等公共場所使用會員帳號。
- 5 請勿安裝來路不明或非法的外掛程式。
- 6 若有人假藉活動名之名向您索取「帳號」、「密碼」、「身分證字型大小」，請慎重考慮，勿將帳號等有關私人資訊透露給對方。

第二十條：個人資訊

(1) 對於會員所登錄或保存的個人資訊，除以下情況外，HOLLLOTUTOR 線上外語輔導機構承諾在未獲得會員同意以前，不得對外洩露會員姓名、位址、電子

郵寄地址及其它依法受保護之個人資訊：

- 1 基於法律之規定；
- 2 為保障線上補習之財產及權益；
- 3 受司法機關或其它有權機關基於法定程式之要求；
- 4 在緊急情況下為維護其它會員或第三人之人身安全。

(2) 對於會員所登錄或保存的個人資料，會員同意 HOLLOTUTOR 線上外語輔導機構及合作企業或合作夥伴，得于合適範圍內保存、搜集、處理、傳遞及使用該資料，或給使用者提供資訊或服務、或用於會員統計資料、或進行有關網路行為調查或研究，或因任何合法原由，或提供其它服務。

第二十一條：擔保責任免除

HOLLOTUTOR 教育機構對於所提供的各項服務，不負任何明示或暗示的擔保責任。HOLLOTUTOR 教育機構不保證各項服務穩定、安全、無誤、持續提供。會員承擔使用服務所存在的所有風險及可能造成的任何損害。

第二十二條：賠償責任限制

(1) 在會員使用各項服務或無法使用各項服務時，所造成的任何直接、間接、衍生、或特別損害，HOLLOTUTOR 線上外語輔導機構不承擔任何賠償責任。若會員使用此服務為有對價者，HOLLOTUTOR 教育機構僅于會員所付之對價範圍內，負賠償責任。

(2) 上述賠償責任限制，若依法為不得限制者，則限制規定將不予適用。

第二十三條：會員行為

(1) 對於會員討論文章中的言論、連結、照片或檔案所表明的立場或版權責任，並不代表 HOLLOTUTOR 線上外語輔導機構，您所發表的任何言論、文章、連結、照片或檔案僅代表該作者(發表人)之立場；HOLLOTUTOR 線上外語輔導機構可隨時更改或刪除課程分類。

(2) 任何教師或學員的任何行為、交易等均與 HOLLOTUTOR 線上外語輔導機構無關；HOLLOTUTOR 線上外語輔導機構嚴禁任何人利用線上教學課程侵害他人營業秘密、商標、著作權、專利權、其它智慧財產權及其它權利，冒用他人名義或散播不實消息妨害他人名譽或隱私權，違反其依法律或契約所應負之保密義務，傳輸或散佈電腦病毒，傳輸色情、猥褻或其它違反善良風俗之言論或資訊，從事不法交易行為，或張貼虛假不實或引人犯罪的資訊，或違反消費者保護法，公平交易法及其它中華民國法律法令規定，更不得從事販賣槍枝，毒品或盜版軟體等違法行為。有上述情形之一者，除當事人負相關法律責任外，HOLLOTUTOR 線上外語輔導機構將會主動配合相關主機關調查處理該事宜。

第二十四條：智慧財產權

對於 HOLLOTUTOR 線上外語輔導機構線上教學網站上之所有著作及資料，HOLLOTUTOR 教育機構或其權利人擁有其著作權、專利權、商標、營業秘密、其它智慧財產權、所有權或其它權利。除事先經 HOLLOTUTOR 線上外語輔導機構或其權利人之合法授權，會員不得擅自重制、傳輸、改作、編輯或以其它任何形式、基於任何目的加以使用，否則應負所有法律責任。

第二十五條：網站連結

HOLLOTUTOR 線上外語輔導機構在網站或所有服務相關網頁上所提供的所有網站連結，可能會到通向其它個人、公司或組織之網站，提供該等連結之目的，僅為會員自行搜集或取得資訊提供便利，HOLLOTUTOR 線上外語輔導機構對於被連結之該等個人、公司或組織之網站上所提供之產品、服務或資訊，既不能確保其真實性、完整性、即時性或可信度，該個人、公司或組織亦不會因此而與HOLLOTUTOR 線上外語輔導機構有任何僱傭、委任、代理、合夥或其它類似之關係。

第二十六條：會員責任與義務

對於線上學習過程中從事的一切活動包括所傳播的一切資訊，均由會員個人負責。

(1) 會員承諾遵守中華民國相關法律法規及一切與網際網路有關的國際規定與慣例。

(2) 會員同意並保證不在線上教學網站上傳播或公佈任何不實、威脅、謾罵、猥褻、不雅、不法、帶有攻擊性、謾罵性的言論或文字或圖片，以及侵犯他人智慧財產權的文字或檔案。

(3) 會員承諾不在線上教學課程上從事販賣商品行為或進行廣告宣傳活動。

(4) 會員承諾不在公眾討論區公開討論個人私事，發表文章時，請尊重他人的權益及隱私。

第二十七條：禁止從事違反法律法規的活動

會員的行為規範是否符合會員規範，HOLLOTUTOR 線上外語輔導機構有最終決定權。若會員的行為違反本會員規範或相關的法律法規，會員需接受

HOLLOTUTOR 線上外語輔導機構隨時停止帳號使用權或清除帳號的處理決定，及停止使用線上學習服務等決定。會員對此應負相關的法律責任。

第二十八條：損害賠償

若會員違背本協議書中任何會員條款或違反相關法律法規，對 HOLLOTUTOR 線上外語輔導機構或其合作企業、受雇人、受託人、代理人及其它相關人員造成損害或經濟損失（包括且不限於因民事、刑事及行政程式等所支出的律師費用）時，會員應全部承擔相關的賠償責任或對他人進行相應的經濟補償。

第二十九條：服務的停止與變更

(1) HOLLOTUTOR 線上外語輔導機構在不發出通知的情形下，可隨時取消或停止或限制會員的資格，會員不得因此要求補償或賠償。

(2) HOLLOTUTOR 線上外語輔導機構保留新增、修改或取消服務的全部或部份的權利，且不另行個別通知，會員不得因此而要求任何補償或賠償。

第三十條：促銷計畫或廣告

會員有權瞭解刊登在線上教學系統上的所有商業廣告及各種商品及其促銷資訊。

第三十一條：個別條款效力，本協議書所包含的任何條款之全部或部分無效時，不影響其它條款的執行效力。

第三十二條：准據法及管轄法院，本協議書解釋及適用、以及會員因享受本服務而與 HOLLOTUTOR 線上外語輔導機構間所生的權利義務關係，應依中華民國法令解釋適用之。對於產生的相關爭議，以臺灣臺北地方法院為第一審管轄法院。

第三十三條： HOLLOTUTOR 線上外語輔導機構有權利拒絕客戶的訂單。

第三十四條： 遇到任何人力不可抗拒之因素， 操作不當的斷線，
HOLLOTUTOR 線上外語輔導機構有權利不進行任何形式的賠償

第三十五條： 為維護服務品質， 教學過程中，將由 HOLLOTUTOR 全程錄影，
絕對禁止一切與課程無關，有損他人形象，榮譽，利益的行為。

第三十六條： HOLLOTUTOR 線上外語輔導機構有權利在不預先通知的情況下，
做出任何形式的，包括條款，技術改良方面的修正和變更。 HOLLOTUTOR 提
供全球平台供學員與導師交流，任何誤導，錯誤理解所產生的損失，
HOLLOTUTOR 將不會承擔任何形式的賠償。 本合約建立在英文版本之上，任
何爭議將對照英文版本合約做最後參照。