

个体培训服务条款
Individual Training Service Terms

具体见课程报价单或报名记录。

Refer to quotation or registration record for a course.

(以下称学员,或其代表方) (hereinafter referred to as the Participant, or her/his representing party)

DQS Management Systems Solutions (HK) Ltd

(以下称 DQS) (hereinafter referred to as DQS)

1. 就 DQS 向学员提供的公众授课培训或自学课程服务，DQS 与学员或其代表方同意后文的合同条款。具体的培训课程在双方确认之报价单或报名记录中规定。此文不适用于团体性包班培训课程。

Regarding the public lecturing course or self-study course service provided by DQS to the Participant, DQS and the participant or her/his representing party agree with the contract terms hereinafter. The specific training courses are defined in the quotation or registration record agreed by both parties. This document is not applicable to group buying in-house training courses.

2. 服务的提供/ PROVISION OF THE SERVICES

- 2.1 计划的授课课程可能因报名人数或天气情况而进行调整或取消。

The planned lecturing courses are subject to adjustment or cancellation, depending on quantity of registered participants or weather.

- 2.2. 已经确定的培训课程可能会根据天气、讲师的健康状况或其他意外情况进行调整或取消。

The confirmed training courses are subject to adjustment or cancellation, depending on the weather, tutor's physical fitness, or other unexpected situations.

- 2.3. 确认、调整或取消的培训课程将由 DQS 通过电子邮件发送到学员提供的电子邮件地址。

The confirmed, adjusted, or cancelled training courses will be informed by DQS via email to the email address provided by the Participant.

- 2.4. 如果一个课程有过多的学员报名，学位将根据收款情况按先到先得的原则处理。

For a course with exceeding participants, seats will be provided on a first-come-first-service basis against payment.

- 2.5. 如果没有另外说明，自学课程的培训材料将以电子格式提供，并仅限在课程期间供注册学员使用。

For a self-study course, the training materials will be provided in electronic format unless otherwise specified in writing, which are for use by registered participants during the course only.

- 2.6. 培训材料和考题属 DQS 或相关提供方的财产，不允许未经书面授权的复印、传递或修改。

The training materials and exam paper will remain property of DQS or another associated provider, of which copy, transition, or revision is not allowed without authorization in writing.

- 2.7. 在培训期间，导师可能会适当调整一些课程内容。

The tutor may adjust some course contents as appropriate during the training deliveries.

3. 服务收费 / SERVICE FEES

- 3.1. 服务收费和付款方式在双方确认之报价单或报名相关记录中规定。

The service fees and payment methods are specified in the quotation or registration related records agreed by both parties.

- 3.2 学员需将服务费用支付至 DQS 指定的香港的银行账户或使用 DQS 提供的在线支付方式。在香港以外支付的相关税费由学员承担，除非另有书面约定。

The Participant shall pay the service fees to the bank account in HK as designated by DQS or via the online payment approach provided by DQS. The associated taxes or surcharges to pay out of Hong Kong will be the liability of the Participant, unless otherwise agreed in writing.

- 3.3 DQS 发出的发票为不含税的普通发票；如果学员需要将当地支付的税费加入发票中，请事先书面沟通。

The invoices issued by DQS will be ordinary invoices without tax. If any taxes or surcharges to pay locally shall be added into the invoice amount, the Participant can communicate with DQS in document in advance.

- 3.3. 在培训课程报名记录确认后，DQS 就开始服务流程，例如授课前的资料准备、人员档期安排、和场地安排（如适用）。在 DQS 确认学员的报名后，如果学员在授课日前取消课程，未付费的学员需要

向 DQS 支付报价费用的 50% 作为准备工作的服务费。

After confirmation of the course registration record, DQS will start the service process, such as materials preparation, service staff booking, and venue arrangement (if applicable) before the lecturing. If a Participant cancels a course after DQS' confirmation and before the lecturing date, the Participant has not made payment shall pay 50% of the quoted fee of the course to DQS as service fee for the preparation process.

- 3.4. 除非 DQS 取消课程，已付的培训费用不可退还。如 DQS 因故，例如讲师的健康状况，未能提供一个经确认的课程，学员同意 DQS 不需要承担除退还针对该课程已收费用以外的其他责任。

The paid training fee is not refundable unless cancellation of course by DQS. If DQS fails to deliver a confirmed course due to certain reason, such as the health situation of the tutor, the Participant agree that DQS has no liability other than refunding the training fees received for that course.

4. 考试和证书 EXAM AND CERTIFICATES

- 4.1. 对于由 DQS 单独（没有其他认可方）提供的并使用纸档书面考试的授课课程，学员可以在现场授课结束后的 7 个日历日内免费获得一次重考机会，如需要。学员通过考试后将获提供 pdf 格式的培训证书。

For a lecturing course provided by DQS alone (without another recognition party) and with exam in paper, one retake can be offered for free within 7 calendar days after lecturing training end day. A certificate in pdf format will be provided after the trainee passes the exam.

- 4.2. 对于在网上进行在线考试的授课课程，除非另文规定，可以在授课结束后的 7 个日历日内免费提供三次重考机会，如需要。学员通过考试后将获得电子文件格式的培训证书。

For a lecturing course with online exam, 3 retakes can be offered for free within 7 calendar days after lecturing training end day, unless otherwise specified in writing. A certificate in digital format will be provided after the trainee passes the exam.

- 4.3. 培训证书将保留为 DQS 或相关提供方的财产，直至收到全额付款和满足其他适用条款。

The training certificates will remain property of DQS or another associated provider, until full-payment is received and other applicable terms are met.

- 4.4. 如果学员通过不恰当方式，例如测试中作弊，获得培训证书，DQS 或相关提供方有权取消所发证书。

If a trainee is found obtaining a training certificate in an inappropriate manner, such as fraud in the exam, DQS or another associated provider holds the right to cancel the issued certificate.

5. 赔偿 / COMPENSATION

- 5.1. 学员同意 DQS 无需承担使用培训相关材料、知识或建议所造成的任何损失。

The Participant agrees that DQS does not need to hold responsibility for any loss from the use of training materials, knowledge, or advices from the training courses.

- 5.2. 由于培训服务引起的其他直接和间接赔偿不超过从该培训具体分项目中实际收到的培训费。

The other direct and indirect compensation caused by a training service will not exceed the training fee actually received from that specific training sub-item.

- 5.3. 如学员未在到期时缴付任何款项，DQS 可以强制执行其权利或采取补救方法收回或追讨任何欠款。DQS 有权为此目的聘用代理人或服务商。就此招致的金额合理的所有成本（包括法律费用）及费用，学员须对 DQS 作出弥偿及向 DQS 付还。

If the Participant fails to pay any amount when due, DQS may enforce its rights or pursue remedies to collect or recover any outstanding amount. DQS is entitled to employ agents or service providers for such purposes. The Participant is required to indemnify and reimburse DQS for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by

DQS for such purposes.

6. 合同的终止 / TERMINATION

- 6.1. 本合同的期限自生效起到双方的责任与义务履行完毕为止为止。如果其中一方没有能力完成此合同，双方可以协商提前终止此合同。

After taking into effect, the contract will terminate after the fulfillment of agreed responsibilities and obligations. If one party doesn't have capability to complete the contract, both parties can negotiate to terminate it before its completion.

- 6.2. 如果部分服务项目因故而未能完成，不免除其他已经提供的服务项目对应的收费和其他义务。

In case that certain service items are not completed due to certain reason, it does not change the payment and other liabilities from the delivered service items.

7. 保密 / CONFIDENTIALITY

双方应保证其组织、其雇员、代理人、顾问、承包商、分包商和运输商对本合同各方面内容以及因本合同及其履行而得到的任何信息（如培训或考试资料）进行严格保密，不会直接或间接地使用该等信息、或以任何名义和方式汇报或转达给任何第三方、或令第三方可获得，除非出于服务提供的所必需或满足法规要求。保密义务在本合同结束后依然有效。

Both Parties, including its employees, agents, consultants, contractors and subcontractors and carriers, shall ensure the confidentiality of this Contract in all of its aspects, not report, transfer to, or make available to third party, directly or indirectly, in whatever title and manner, information (like training or exam materials) transmitted, acquired or resulting of the execution of this Contract, its annexes, except for the needs from service delivery or meeting regulations. This liability remains after the expiration of this contract.

8. 争议解决 / DISPUTE SETTLEMENT

与本合同相关的争议，双方应友好协商；协商不成的，双方同意依照香港的相关法律处理。

The dispute related to this contract is subject to friendly negotiation by both parties. If the negotiation fails, both parties agree the dispute will be resolved according to the applicable laws in Hong Kong.

9. 合同效力及其他 / VALIDITY of CONTRACT and OTHERS

- 9.1. 本合同自 DQS 书面确认学员或其代表方的课程报名后开始生效。

The contract shall take effect after DQS confirms the course registration by the participant or her/his representing party.

- 9.2. 本合同以英文为准，中文版供参考。

This contract is based on English version, with Chinese version as reference.