

TERMS AND CONDITIONS – ENROLLMENT AGREEMENT

1. Definitions

In these Terms and Conditions, the following terminology shall have the following meanings:

“Academic Year”	means a period of twelve (12) months running from the enrolment date.
“Fees”	means Service fees and, and any additional fees or costs required for Programmes or Services.
“Collaborating Organisations”	means any company, Company or organisation with which the Company has an agreement in relation to the provision of Programmes and/or the conferment of awards.
“Enrolment”	means the process by which a Prospective Client or Client formally registers their participation or continued participation in a Programme at the Company.
“Prospectus”	means the current Company prospectuses giving details of Programmes for the following Academic Year.
“Programme”	means a programme or course of service by the Company.
“Prospective Client”	means a person who has accepted the service to be provided by the Company, and who has not yet enrolled for their first Academic Year at the Company.
“Regulations”	means the regulations, rules, codes, policies, procedures and other instructions and administrative arrangements as are in force and as amended from time to time.
“Services”	means such services and facilities which at its sole discretion are provided by the Company for Clients.
“Client(s)”	means those Clients who are pursuing a Programme as an enrolled Client of the Company.
“Terms and Conditions”	means the terms and conditions contained in this document and in the Regulations.
“Service Fees”	means the fees charged by the Company specifically for the provision of Programmes to Clients.
“The Company”	means THE KOL ACADEMY SDN BHD

2. Contract formation

2.1. A contract on the Terms and Conditions is formed between you and the Company at the point when you accept the offer of a place at the Company. By accepting a place at the Company you are also agreeing to be bound by the Terms and Conditions.

2.2. The contract will expire, subject to the provisions for early termination in the Terms and Conditions, on the completion of your Programme, whether or not you are conferred with an Company award.

3. Admission and Enrolment

3.1 You are required to enrol with the Company at the start of your Programme and to re-enroll as required by the Company (normally annually).

4. Provision of Programmes and Services

4.1. Clients may be notified of the date their Programme will commence. Unless this contract is terminated earlier, it will be completed on the last day of an Academic Year of the Client's Programme.

4.2. The Company will use its reasonable endeavours to deliver Programmes in accordance with the descriptions set out in the relevant Prospectus. However, the Company therefore:

(a) reserves the right to make variations to the contents or methods of delivery or assessment or locations of Programmes, to discontinue or suspend Programmes, to merge or combine Programmes and to introduce new Programmes if such action is reasonably considered to be necessary by the Company.

Such changes may occur either before or after enrolment of a Client. In the event that the Company discontinues or suspends your Programme after an offer has been accepted and at any time during your Programme the Company's normal practice is to refund any Service Fees and deposits you have paid on a pro rata basis for the unexpired period of the Academic Year for which fees have been pre-paid. In addition, the Company will use its reasonable endeavours to provide a suitable alternative Programme at the Company (for which fees will be payable) or suggest a suitable course at an alternative educational Company but this shall be the full extent of its liability; and

(b) reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the Company. The Company reserves the right to make additional charges and to vary such charges from time to time for Services.

5. Rules and Regulations

5.1. You are required as a condition of accepting a place at the Company to abide by, and to submit to, the Regulations by the Company. The main Regulations are available from the secretary or registrar.

5.2. The Company reserves the right to make reasonable changes to the Regulations from time to time where in the opinion of the Company it will assist in the proper delivery of education and/or it is in the interests of the Company.

6. Payment

6.1. The Company charges Service Fees for the delivery of its Programmes and you will have primary responsibility for payment.

6.2. The Company will invoice you the Service Fees to be paid on the date stipulated in the invoice.

6.3. You are contractually obliged to pay the Service Fees and all other Fees on the dates they fall due from the moment the Contract is formed, i.e. when you accept an offer of a place.

6.4 If you withdraw from the Company before enrolment, all Service Fees will NOT be refunded.

6.5. If you withdraw from the Company, transfer to another Company or take time out from your Programme after the Enrollment but before the end of an Academic Year (no cooling period is granted), refunds/credits of Service Fees paid are not automatically given. The Company shall have the sole discretion in refunding a proportion of the Service Fees paid by you, subject to the Company retaining an

amount to cover its reasonable losses and costs as a result of the withdrawal. However, please take note that the Company is not obliged to make any refund.

6.6. The Service Fees paid is not transferable.

6.7. If you, or any third party who is supposed to pay your Service Fees on your behalf, fail to pay any Service Fees by the due date specified in the invoice from the Company, the Company reserves the right to charge you interest on any outstanding Service Fees on a daily basis at an annual interest rate of 10% until all outstanding Service Fees and interest are fully paid.

6.8. The Company reserves the right at any time during the Academic Year to withdraw you from your Programme and to withhold all Services until all outstanding Service Fees and interest are paid and/or terminate the contract between you and the Company.

6.9 The Company reserves the right to require a deposit from the Prospective Client's or Clients as a security deposit for the observance by the Prospective Client or Clients of the Terms and Conditions.

6.10 The Company reserves the right to require you to present a guarantor who shall guarantee the payment of all your Service Fees and the Company shall have the right to demand from such guarantor any or all outstanding Service Fees upon your default.

7. Ownership of Clients' work

7.1. It is the policy of the Company that the intellectual property rights to any original work created by Clients as part of their Programme will automatically pass to the Company. The Company will acknowledge appropriately the authorship and inventorship of such works created by Clients. The Company will share the net income derived from the exploitation of such intellectual property rights with inventors, designers and/or authors who are Clients at the time of the work's creation. The provisions of this clause shall survive the expiry or termination of the contract between you and the Company, however caused.

8. Collaborating Organisations

8.1. The Company has agreements with Collaborating Organisations which set out the roles and responsibilities of each in relation to your admission, Programmes and Services. Where such responsibilities rest with the Collaborating Organisation, the Company excludes liability to the fullest extent permissible by law for:

(a) failure by the Company or the Collaborating Organisation to carry out those responsibilities;

(b) the negligent acts or omissions of the Collaborating Organisation's staff; or

(c) circumstances beyond the Company's or the Collaborating Organisation's control which prevent or limit performance of the Company's or the Collaborating Organisation's obligations;

save that the Company does not exclude any liability for any personal injury to or death of a Client due to any negligent act or omission of the Company or its staff.

9. Personal Data Protection Act

9.1. The Company is registered under the Personal Data Protection Act (PDPA) 2010 to hold personal data on its Clients and third parties such as individuals enquiring about Company services. The Company will only hold and use Personal Data for the purposes stated in the register entry, marketing and/or in line

with the requirements of the Personal Data Protection Act (PDPA) 2010. The Company may disclose your Personal Data to the Collaborating Organisations and those third parties set out in the 'Company Code on Personal Data'.

9A. Anti-Money Laundering, Anti-Terrorism Financing Act and Proceeds of Unlawful Activities Act 2001 ("AMLA")

9A.1 You shall be aware that any act that engages, directly or indirectly: -

- (a) in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
 - (b) acquires, receives, possesses, disguises, transfers, converts, exchanges, carries, disposes of or uses proceeds of an unlawful activity or instrumentalities of an offence;
 - (c) removes from or brings into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- or
- (d) conceals, disguises or impedes the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence shall be illegal.

10. Liability

10.1. Clients are advised to obtain insurance for their own property before arrival at the Company and should note that sporting activities (if any) are undertaken at their own risk. In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance. The Company shall not accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- (a) all damage to your property (including vehicles and bicycles parked on Company campuses and surroundings) unless it is caused by the negligence or default of the Company or its staff;
- (b) the non-return of work submitted for assessment;
- (c) any modification or cancellation of Programmes;
- (d) personal injuries or death except in so far as it is caused by the negligence of the Company or its staff;
- (e) all direct or indirect and consequential losses caused by whatsoever reason, loss of opportunity and loss of income or profit, however arising.

10.2. In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the Company in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Service Fees paid by or on behalf of the Prospective Client or Client to the Company or the amount, if any, the Company receives from its insurers in respect of that particular loss, whichever is the greater.

10.3. Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

10.4. Clients may not connect personal IT equipment to the Company network unless express individual consent has been obtained. Clients connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the Company accepts no liability save for loss or damage caused directly by the negligence or breach of contract by the Company or its staff and provided always that the Company accepts no liability for any indirect and consequential losses.

11. Termination of Contract

11.1. The Company may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances:

- (a) If you have provided false, incomplete or misleading information in relation to your application for admission to the Company;
- (b) If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Programme;
- (c) Where you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements;
- (d) Where it has been found that you have breached the 'Disciplinary Regulations' (available from the secretary or registrar);
- (e) If you fail to meet the required standard of Clients' performance for your Programme, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements [for your Programme], failure to submit course work and/or meet Programme deadlines, failure to fulfil a specified contract of Clientship in a Programme and failure to adhere to professional standards for training purposes;
- (f) If you fail to pay any Service Fees by the due date specified on the Company's official invoice. This includes where you have an agreement with a third party for them to pay your Service Fees on your behalf since you are contractually responsible for payment of fees;
- (g) If you fail to observe clause 9A above.

The effect of the Company terminating this contract under this clause or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to the Company or you will be required to withdraw from the Company immediately and you will no longer be entitled to commence or continue your Programme. The Company may in its absolute discretion refund or abate a proportion of any pre-paid Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the Company retaining an amount to cover its reasonable losses and costs as a result of the termination. Nothing herein shall stop the Company from claiming against you, any third party and/or your guarantor in the event any amount of money retained is insufficient to cover the losses and/or damages howsoever suffered by the Company.

12. Notices

12.1. Any notice served by the Company under these Terms and Conditions and any correspondence from the Company shall be deemed to have been served three (3) working days after dispatching to the address notified to the Company by you. The Company shall be entitled to assume that the last known addresses notified by you to it are your current addresses, and therefore you must keep the Company informed of any changes to these addresses.

12.2. Any correspondence from the Client to the Company should go to the address specified for such correspondence in these Terms and Conditions or the Regulations or if an address is not specified, to the general Company address.

No. 1-4, Jalan Tasik Utama 4, Medan Niaga Tasik Damai, Sungai Besi, 57000 Kuala Lumpur.

13. Changes to Terms and Conditions

13.1. The Company reserves the right to make reasonable changes to the Terms and Conditions from time to time, both before and after you enrol, where in the opinion of the Company, it will assist in the proper delivery of services, where changes are in the interests of the Company and/or in order to:

- (a) comply with any changes in the law or to take account of a ruling by a court or similar body;
- (b) implement legal advice, national guidance or good practice;
- (c) provide for the introduction of new or improved methods of operation, services or facilities;
- (d) reflect market conditions;
- (e) make them clearer or more favourable to you;
- (f) rectify any error that might be discovered in due course; and/or
- (g) further to codify existing arrangements.

13.2. In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the contract between you and the Company without affecting the remaining Terms and Conditions which shall continue to be valid.

14. Status of Terms and Conditions

14.1. These Terms and Conditions represent the entire agreement between you and the Company and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the Company.

14.2. In the event of inconsistencies between the Terms and Conditions in this document, the Regulations and the Prospectus, the Terms and Conditions in this document shall prevail over the Regulations which shall in turn prevail over the Prospectus.

14.3. Any failure of or delay by the Company or a Client in relation to the exercise of its rights under the Terms and Conditions shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

15. Law and Jurisdiction

15.1. This agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties agree to submit to the jurisdiction of the Courts of the States of Malaya.

16. Headings

16.1. The headings in these Terms and Conditions are included for convenience or reference only and shall not affect the interpretation of this agreement.

17. Confidentiality

17.1. Information, data and drawings received or obtained by the Clients from the Company or the Collaborating Organisations are strictly confidential and are supplied on the understanding that they shall be held confidentially and not disclosed to any third parties, throughout the Programmes and even after the determination of this Agreement, without the prior written consent of the Company.

18. Liability

18.1. The Prospective Client or the Client shall fully indemnify for any lost, cost and damages incurred or to be incurred by the Company due to any omission or negligent by the Prospective Client or the Client, including but not limited to damages done on the property and asset of the Company or damages done on the reputation of the Company.

19. Independent Legal Advice

19.1. The Prospective Client or the Client are hereby advised to seek for independent legal advice in accordance to clause 15 above before execution of this agreement. By signing this agreement the Prospective Client or the Client confirms that the Prospective Client or the Client understands and agrees to all the terms and condition set out in this agreement.