

DEFINITIONS AND INTERPRETATION

In this Student Terms & Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

“Agreement” means this Terms and Conditions;

“Company” means Cambrian Leap PLT (*Company No.: LLP0010498-LGN*);

“Participant” means the person who signs up for any Program conducted by the Company from time to time;

“Program” means the Company's Entrepreneurship Foundation Program, running in conjunction with The Malaysian Global Innovation and Creativity Centre (MaGIC);

"Student Handbook" means the student handbook as may be updated by the Company from time to time, setting out the rules and conduct that the Participant shall abide by;

"Website" means <http://www.cambrianleap.com/>; and

“Working Day(s)” means any day which is not a Sunday, Saturday or a public holiday for commercial bank in Wilayah Persekutuan Kuala Lumpur.

TERM

Unless expressly provided otherwise, this Agreement shall remain valid and in force the period commencing from the date of this Agreement and expiring upon completion of the Program according to the schedule published on the Website or lawful termination of this Agreement in accordance to the terms herein contained, whichever is earlier (“Term”).

APPLICATION

The Participant is required to submit their application for enrollment into EFP via sending the printed form directly to Cambrian Leap PLT or submitting the printed form through an authorised representative in your country before enrollment or payment can be made for any Program.

PROGRAM FEES

Upon registering, the Participant may secure a placement in the Program (ie, Enrollment) by effecting payment as follows:

Full Payment

The Participant may pay the full Program Fees no later than 1 week before the Program intake date, in order to enroll in the chosen Program, failing which your enrollment may not be secured notwithstanding successful registration.

Partial Payment

The Participant may make a partial payment by placing a deposit of RM2,000, at any time prior to 1 month before the Program intake date to enroll for a particular Program, PROVIDED THAT the remainder of the Program Fees must be paid no later than 1 week before the Program intake date, failing which the deposit shall be absolutely forfeited and the enrollment will be released.

For the avoidance of doubt, successful registration alone without enrollment does NOT secure a placement in a Program. Unless full payment of the Program Fees are made within 1 week before the Program intake date, the Company shall not be obliged to enroll the Participant in a Program, and the Company retains the absolute discretion to release the Participant's registration in respect of the Program and available intake dates to any other interested party and the Participant's access to the learning portal will be revoked.

Unless stated otherwise, all amounts payable to the Company under this Agreement and as displayed on the Website are inclusive of government service tax, goods and services tax or any other value added tax (if any), however, the Company reserves the right to impose or adjust such tax (where required under law) on any other payment due from the Participant, upon which the Participant shall pay the same upon the Company's issuance of a valid tax invoice.

PAYMENT METHODS

Payment may be made using offline payment and manual enrollment upon appointment, where payment and be effected through cash, cash deposit (presenting the bank in slip) or cheque payment addressed to Cambrian Leap PLT.

CANCELLATION & REFUND

Due to the high demand and limited spaces for our Programs, our cancellation and refund policy is as follows:

Credits

Upon written cancellation notice received, the Participant may convert its payment into credits that are usable for any other programs conducted by Cambrian Leap.

DEFERMENT

Subject always to the Company's written approval and to the no refund clause above, the Participant may defer the intake date without forfeiture of Program Fees by notifying the Company in writing no later than 1 week before the intake date. The Participant may defer the intake date once only. For the avoidance of doubt, no deferment is allowed after the Program has commenced. The Company may at its discretion allow for deferment on the ground of medical emergencies. Failure to attend the intake or fulfil the attendance requirements (below) without securing a deferred intake date shall be regarded as a cancellation and will result in a forfeiture of Program Fees. Any cancellation after deferment shall also be subject to the above cancellation and refund policy' based on the agreed deferred intake date.

VENUE AND DATE

The Program shall be conducted by the Company at the venue and date to be published at the --_ The Participant shall make the travelling or accommodation arrangement (if so required) at his own costs and expenses to attend the Program set and informed by the Company via the class notification letter. The Company reserves the right to change the venue, date and/or duration of the Program in exceptional circumstances which is beyond the control of the Company. The Company shall accordingly provide the Participant reasonable notice of any such changes. The change of the venue, date and/or duration of the Program or any sessions, program and/or any other activity therein, shall not entitle the Participant to claim against the Company for any loss, damages or liability arising from such change.

CERTIFICATION

Company reserves the discretion to withhold any certification or to award a passing grade for the Program if the Participant:

1. Fails to complete the mandatory preparatory work that will be sent to the Participant upon enrollment;
 2. Fails to commit all or a significant portion of his/her time in attending the Program as it is a full time program;
 3. Fails to achieve a minimum attendance of the Program required in the Student Handbook excluding any absence days with valid reasons approved by the Company and/or supporting documents furnished to the Company;
 4. Fails to achieve at least a passing grade for all the assessments;
 5. Fails to observe the rules and regulations set out in the Student Handbook or breaches the terms of this Agreement; or
 6. Fails to complete more than 80% of the learning portal exercises.
- In the event the Participant fails to meet the above certification requirements, the Participant shall not be entitled to the certificate of excellence issued by the Company and the Company shall not be obliged to refund any fees or allow for a retake without payment by the Participant.

The Participant shall only be entitled to the certificate of excellence issued by the Company provided that the Participant passes the final assessment and completed more than 80% of the learning portal exercises.

The Company does not allow for a resit or retake of the Program if the Participant **fails to pass the Program. The Participation may however re-enroll in a new intake and pay the applicable Program Fees to repeat the Program.**

The Company shall have the absolute right to determine whether the Participant has passed the final assessment.

TRANSFER & SUBSTITUTION

The Participant shall not, without the prior consent of the Company:

1. transfer or assign his rights and obligations in this Agreement or his participation in the Program to any other party; or
2. allow any other party to replace or substitute him in the Program.

INTELLECTUAL PROPERTY

All materials and/or works used in the Program or produced during the Program shall be the exclusive property of the Company and are subject to copyright. The payment of Program Fees by the Participant merely amounts to a non-exclusive, revocable licence to use the Program materials for the purposes of the Program, and does not amount to a right of ownership by the Participant over any intellectual property contained in the materials used in the Program.

The Participant expressly agrees that any Company property, including but not limited to, all the methodology and teaching materials, provided to the Participant, shall not be stored, recorded, reproduced, disclosed, distributed, copied, modified or otherwise made publicly available online or offline, in whatsoever manner without the prior written consent of the Company.

Any classes, presentations, discussions, or syllabus of the Program shall not be recorded, whether through graphic, audio or video means, without the prior knowledge and consent of the Company. Copyright of such recordings, whether recorded or stored using the Participant's devices, shall be owned by the Company and shall not be reproduced, disclosed, distributed, exchanged, copied, uploaded, modified or otherwise made publicly available online or offline, in whatsoever manner without the prior written consent of the Company for commercial purposes, for compensation, or for any other purposes other than study by Participants enrolled in the Program. The Participant shall immediately upon the Company's demand, surrender or delete the unauthorized recordings.

The Participant expressly agrees to indemnify and keep indemnified the Company for any damages, demands, losses, expenses, claims and/or penalties due to or arising from the Participant's breach to the foregoing restriction.

The restrictions above shall continue to apply even after completion or cancellation of the Program without limit in point of time for whatever reason.

TERMINATION

The Company reserves all rights to terminate this Agreement at any time:

1. Before the commencement of the Program by serving a prior written notice to the Participant. Upon such termination and in the absence of breach by the Participant, the Company shall refund the Program Fees or deposit paid (whichever is applicable).
2. Should there be any breach of this Agreement or the Student Handbook by the Participant, and the Company shall be entitled to expel the Participant depending on the severity of breach, and forfeit the Program Fees as liquidated damages without prejudice to any other rights and remedies available to the Company pursuant to the laws and under this Agreement.
3. If the Participant drops out or withdraws from the Program and ceases to be a student, and the Program Fees shall be forfeited by the Company absolutely and the Participant shall not have any claim nor be entitled to any refund. A Participant would be deemed a drop out if (i) the Participant fails to attend five (5) consecutive classes without any valid reason, notice or supporting documents acceptable by the Company or (ii) the Participant's attendance falls below 85% of the total number of classes conducted as at the date of review by the Company of the Participant's attendance.

RELATIONSHIP OF PARTIES

Relationship of the parties under this Agreement shall be limited to the matters herein contained and what is provided for by law. Nothing herein provided shall be considered or interpreted as constituting a partnership between the parties.

The Participant shall be responsible for the safety and integrity of his/her belongings, including laptops, data and work products used during the Program and the Company shall not be held liable for any loss or damage to the same.

The Participant shall not use the Company's property or premise to conduct any malicious activity including hacking or proliferating viruses and the Participant shall indemnify the Company against any claims, losses, lawsuits arising from the aforesaid.

WAIVER, FORBEARANCE AND VARIATION

No failure or delay by the Company in exercising any right power or privilege in this Agreement shall operate as a waiver nor affect the Company's liability nor shall any single or partial execution of any right power or privilege conferred preclude any exercise of any other right, power or privilege conferred in this Agreement. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed in all respects by the law of Malaysia. The Parties submit to the exclusive jurisdiction of the Courts of Malaya.

INVALIDITY AND SEVERABILITY

If any provision of this Agreement is illegal or void under any written law or is found by any court or administrative body of competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then:

1. such provisions shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
2. the remaining provisions of this Agreement shall remain in full force and effect; and the parties shall use their respective best endeavours to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

NOTICES

Any notice given pursuant to this Agreement shall be in writing and be given by sending the same by facsimile, email, prepaid registered post or left if addressed to the party concerned at its address given in this Agreement or at such other address as such party may by notice in writing to the other parties have notified them for this purpose or by delivering the same to the party concerned at such address and any notice so given shall be deemed to have been served 3 working days after it has been posted or as the case may be, at the time it was delivered or left as aforesaid (unless the date of despatch is not a working day in the locality of the addressee or the time of despatch of any telefax is after 5.30 pm in which case it shall be deemed to have been received at the opening of business on the next working day).

RIGHT OF DISCLOSURE

The Company will receive, store and process information received from or about the Participant in accordance with this Agreement and the Privacy Policy. The Participant permits the Company to use and disclose such information, including but not limited to:

- attendance of the Participant;
- progress, performance, grades and achievements of the Participant;
- Participant's comments, reviews, feedback, opinions, statements, experiences, stories
- any presentation or work product of the Participant; and
- video, photo and short biography of the Participant,

without the need to obtain the Participant's further consent whether during or after the Program. The Company will use such information for the purposes of, including but not limited to:

- performing its obligations under this Agreement;
- providing details to prospective employers or recruiters, either overseas or local;
- advertisements and marketing of the Program; and
- complying with any legal, regulatory and other good governance obligations.

The Participant shall have no claim whatsoever against the Company for the use and disclosure of such information according to the terms of this Agreement, but may request in writing for the Company to cease such use and disclosure of the Participant's information.

NON-DISPARAGEMENT

The Participant agrees to not disparage the Company or any of its members, staff, directors, or employees. For the purposes of this Clause, disparage shall mean any negative statement, whether written or oral, that may bring discredit, reproach, dishonor, or to lower in esteem about the Company, any of the Company's members, staff, directors, employees, and the Program.

CHANGE OF TERMS

The Company reserves the right at its own absolute discretion to alter these General Terms & Conditions contained herein at any time and from time to time by written notification to the Participant(s).