



ASIA IKNOWLEDGE SDN BHD
CO. REG. NO: 812530-M | GST NO: 001842814976
3A-21, Block A, Kelana Centre Point
Jalan SS7/19, 47301 Petaling Jaya
Selangor Darul Ehsan, Malaysia
Phone +603 7651 1000
Fax +603 7651 1001
Email info@ik.academy

COMPANY REGISTRATION POLICY

Thank you for choosing ASIA IKNOWLEDGE SDN BHD (referred to in this document as, “the Company”) as your preferred business partner. Cash flow is critically important to us and our beneficiaries, as a lot of work starts way before each course actually takes place. To be fair to our trainers, consultants, partners and our staff, we may, depending on the specific situation, decline to work with clients who do not or cannot place the full amount upfront when it is due.

This policy document is designed to ensure that all parties that are involved in the interaction of registration, confirmation, cancellation, and any other administrative changes are aware of the policies and standard operating procedures of the Company. Our terms and conditions have been crafted utilizing our many years of experience in the industry.

Although we can say with confidence that the vast majority of our clientele have been prompt with their payments, we have also had several unfortunate instances where we were denied fair compensation for our rendered services, due in part to unclear and misinterpreted company policies on payment, postponements and cancellations. Therefore, the management has outlined the following policies in order to avoid any misunderstanding, and remain a sustainable business for all parties:

1. Confirmation of Training & Cancellation Terms

- a. Once we have issued a written confirmation (via e-mail or written letter) and the invoice is sent out, absolutely no cancellations and postponements are allowed. The Client will still need to remit the invoice amount regardless of client/ delegate's failure to attend the training.
- b. This invoice amount is non-refundable for any changes/ absence/ postponement on the part of the client/ delegate.
- c. Payment is due in full prior to training date. This is non-negotiable.
- d. The Company understands that there will be some special cases in time; however, the management will require the client/ delegate to submit strong and compelling evidence to support their case during unforeseen circumstances; this process will be treated on a case by case basis, and will be subject to management approval at the discretion of the Company.
- e. In the rare event where changes are allowed, this must still be checked with us, and will only be entertained once there is a written confirmation from the Company with an authorized signature. Otherwise, all invoices and their respective amounts due must still be paid to the Company.

2. Registration Policy

Described below is our Registration Policy, which is printed on the Registration forms of our training courses:

- a. You may substitute the participants at any time.
- b. No cancellation is allowed upon issuance of confirmation and tax invoice.
- c. Payment has to be made prior to training date.
- d. Registrations shall only be confirmed once the official confirmation letter is issued by the company.

3. Changes, Transfers & Deviations done by the Client

Transfer of seats from one delegate to another delegate is allowed under company policy. Changes or tweaking of the course outline or course contents may be negotiated with the Company for a better training experience. The Company reserves the right to move dates, venues, or even substitute consultants based on the current conditions of time, situation, and place. Postponements by the client are not allowed under item (1a) of this policy document.

4. Changes Initiated by the Company

- a. The Company shall make every effort possible to avoid changes in the itinerary but should changes be necessary due to factors beyond the reasonable control of the Company including (but not limited to), war, civil disorder, viral outbreaks, changes in airline schedules, weather or local conditions, we shall be entitled to do so subject to notice being given as soon as possible and the Company shall endeavour to substitute a suitable arrangement of similar standard and the client/ delegate shall have no entitlement to compensation of any form.

- b.** The Company reserves all rights and privileges to change, modify, alter and tweak the content of training if there are any unforeseen circumstances that affect our course consultants/ trainers. This may occur if new methodology and technologies are discovered or developed that may improve the current state of any of our courses.
- c.** The Company reserves the right to change the dates of the training if any external factors arise.

5. Conditions of Carriage

The Company will provide no remuneration of already purchased airline tickets, or other modes of transportation, such as rented cars and motor-vehicles should there be any charges incurred.

The Company will bear no responsibility (legally and/or financially) for any travel costs, and/or accommodation arranged by The Client without the explicit possession of the official training confirmation letter.

6. Company Acting as Agent

- a.** In all cases where the Company acts as an agent for a principal such as in cases of flight, vehicle-hire or hotel reservations, the Company will not accept any responsibility for any default, delay or deficiency on the part of the principal. In such events, the client will expressly agree to seek recourse against the principal directly and to the extent as may be allowed by law, and by extension – the Client expressly waives all rights against the Company.
- b.** If the client fails to make all the necessary payments due in the following instances:
 - i. Payments due at the end of accommodation periods.
 - ii. Payments incurred during any flights, vehicular, or hiring agreements.The company will not be held liable or responsible for those outstanding fees.

7. Forfeiture of Services and Materials

In the event of a client/ delegate failing to attend a training session after full payment has been made – the Company considers this voluntary forfeiture of all services, meals, and any additional materials on the part of the client/ delegate. Therefore, the client/ delegate will not be entitled to any of those services, materials and also will not receive any payments regarding those forfeited services/ materials.

8. Responsibility

In respect of these services provided, the Company only accepts responsibility for such services over which it has full and direct control. The Company does not accept liability of responsibility for any acts, omissions or defaults of other service providers unless the same could have been reasonably avoided by the Company or unless the same is caused directly by the negligence of the Company, its servants or agents.

9. Limitations & Exclusions

The Company shall be entitled to rely upon and invoke all limitations and exclusions of liability under all appropriate international conventions and nothing herein contained shall operate to defeat or diminish the Company's rights in that respect.

10. Force Majeure

The Company does not accept any responsibility whether in contract or in tort for any injury, damage, loss or expenses caused directly or indirectly by force majeure or other events which are beyond the reasonable control of the Company or which are unavoidable by the exercise of due diligence on the Company's part including but not limited to war, strike, industrial action, civil disorders, floods, earthquakes, severe weather conditions, outbreak & spread of viral diseases, acts of God, acts of Government (local or overseas) or any other authorities.

11. Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act and notwithstanding any other provisions set forth in this document, this Agreement is not intended to, and does not, give any person who is not a party to it, any right to enforce any of its provisions.

12. Claims & Dispute Resolution

Should the client(s) have any claims to make or disputes to resolve, these will all be handled internally by management, and only at the Company's discretion.

13. Severability of Terms & Conditions

Each provision herein is intended to be separate and independent of the others and in the event should any of the provisions herein be determined or adjudged to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall be unimpaired and shall continue to apply.

14. Governing Law

This Agreement shall be governed by the laws of Malaysia, and the parties expressly submit themselves to the non-exclusive jurisdiction of the courts of Malaysia.

15. Modification & Updates

The entire Company Registration Policy will and can change from time to time based on the current trends. We do require that clients/ delegates/ partners check with our head office from time to time for any policy updates.