

TERMS OF SERVICE

Introduction

- These terms and conditions ("Terms and Conditions") contained below is a legal and binding agreement made between you and Vilor ("our", "us", "we").
- By using any of our Services (defined hereinbelow) offline and/or online vide the Website, you are deemed to have read, understood and agreed to observe, comply and be bound with these Terms and Conditions.
- We reserve the rights to change, modify, add or remove any or all parts of these Terms and Conditions from time to time without prior notice given to you. Such amendment shall form parts of these Terms and Conditions. You are deemed to have read, understood and agreed to observe, comply and be bound by such amendments.
- You are advised to read these entire Terms and Conditions before proceeding with any request of our Services (defined hereinbelow) and to read and understand any amendments from time to time.
- You further agree that your continued use of our Services (defined hereinbelow) offline and/or online vide the Website, shall constitute an acceptance of these Terms and Conditions.

Definition

1. In these Terms and Conditions, unless the context requires otherwise:-

"Applicable Laws"

statutes, codes, rules, regulations, directives, and/or guidelines which are applicable at the time being in Malaysia at laws and in equity;"

"Payment Gateway"

the company authorised by us to collect the course fees and any other charges;

"Member" or "you"

the persons who access the Website and/or use our Services;

"Services"

the services to be performed by us upon more particularly described in Services Clause below;

"Terms and Conditions"

these terms and conditions including any amendments made from time to time thereto; and

"Website"

<https://event.vilor.com/> including any subpages or subdomains of vilor.com related thereto.

2. In these Terms and Conditions, unless the context require otherwise:-

1. any reference to:-
 - the singular includes the plural and vice versa;

- a gender includes all genders;
 - a date or time of day is a reference to Malaysian date or time; and
2. headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.

Services

- We are an educational institution providing courses of structured curriculum including but not limited to, leadership, entrepreneurship, investment and other ancillary services in relation to our core service.
- We do not guarantee any placement of job, any desired outcome, success of your respective projects, programs or any other consequences due to or arising from the skill and knowledge you gain and acquire from the Services.
- We expressly disclaim ourselves from any responsibilities in ensuring your job placement or in strengthening employability level regardless your completion or non-completion of the courses in which you have registered.

Offer & Acceptance

- You hereby offer to be registered as our Member at the Website (“**Request**”) and pay the course fees.
- Upon receipt of your Request and your full settlement of course fees, we shall agree to accept your offer by sending you an email confirmation on your successful registration of courses.
- Upon receipt of the email confirmation, a legal relationship between you and us are created in accordance to the terms and conditions herein and as stipulated in the email therein.

Course Fees

- In consideration of using our Services, you shall make the payment of Course Fees to the Payment Gateway and to supply the Payment Gateway with your credit card or debit card details from credit card or debit card company acceptable to Us and/or the Payment Gateway, or in any other manner in which we may inform you from time to time.
- By providing the details of credit card, debit card and/or any other forms of payment and financial information to us, you hereby confirm, warrant and represent that:-
 - you have the full authority to use and disclose the details of such credit card, debit card and/or any other forms of payment and financial information or account; and
 - all particulars and details that you provide to us for the purpose of processing payment are true and accurate.
- The course fee shall be subject to sales and service tax (SST) or goods and services tax (GST) and exclusive of any other rates, taxes, levies and/or other fees which may be imposed by the relevant authorities from time to time. In the event the course fee is increased due to the changes and/or imposition of new rates, taxes, levies and/or other fees shall be increased accordingly, you hereby expressly agree to compensate the difference or the full same upon demand by us.

- The refund policy of the course fees shall be subject to the terms and conditions stated in the registration form or any other agreement to be signed between us.

Cancellation and Refund Policy

- Cancellations made 7 days or more before the course date will receive a 100% refund (after deducting a processing fee of 5% of the course fee).
- Cancellations made within 3 - 6 days of the course date will incur a 20% cancellation fee.
- Cancellations made within 48 hours of the course date will incur a 30% cancellation fee.
- If you purchase using an installment plan, the 8% installment charge is imposed by the payment gateway platform upon payment. This 8% charge will be fully borne by you and is strictly non-refundable.

Non-Refundable Deposit

Deposit Payment

- A non-refundable deposit is required to secure your course booking.
- The remaining balance must be paid within 7 days from the date of confirmation to confirm your participation.

Purpose of the Deposit

- The deposit is collected to cover administrative costs, reservation of venues, and other preparatory expenses incurred by Vilor in anticipation of providing the agreed services.

Forfeiture of Deposit

- The deposit is strictly non-refundable under any circumstances, including but not limited to cancellation, non-attendance, or rescheduling by you, except where cancellation occurs due to a breach of contract or failure by Vilor to deliver the agreed services.
- If you provide written notice of cancellation at least 7 days prior to the scheduled course date, the deposit may be held and applied to a future course, subject to availability and at the sole discretion of Vilor.

Acknowledgment

- By making the deposit payment, you acknowledge and agree to the terms outlined in this Non-Refundable Deposit Clause.

Limitation of Liability

- Vilor reserves the right to forfeit the deposit should you fail to attend the scheduled course or cancel without the required notice. The forfeiture amount is deemed reasonable and proportionate to the anticipated loss suffered by Vilor.

Registration for the Service

- To register the course, you may be required to fill up the personal and/or company data on the Website (an “**Account**”) which you will be able to access on the Website.
- By registering your Account, you need to supply us with your personal and/or company data upon the terms and conditions stated.

- Once you register with the Website, you will be asked to allocate a password to track your registration. You must keep the password confidential and immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or your Account or any breach of security known to you.
- You agree that any person to whom your user name or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you are entirely responsible if you do not maintain the confidentiality of your password.
- We reserve the right to close your Account, if you are found to have any intentions or actions that disrupts the Website in any way.
- When you register for an Account, and whenever you log on to your Account thereafter, you may have the option to sign up to receive, and to opt out of receiving, information emails (such as newsletters, information on offers etc). You are able to unsubscribe from such information emails at any time by logging in to your Account.

Representations and Warranties

- You hereby represent warrant and undertake that:-
 - you have read, understood and agreed to be bound by these Terms and Conditions;
 - you are 18 years old and above and is legally entitled to enter into these Terms and Conditions;
 - entry into these Terms and Conditions shall not breach infringe or violate any Applicable Laws;
 - obtain all necessary license, permit, consents, authorisations, approvals, or agreements of any third party involved for the performance of our Services including the consent of recipient for us to enter into its premises if so necessary; and
 - you are the legal and/or beneficial owner of all the intellectual property rights attached to the goods and/or you have obtained the consent of the original legal owner of that intellectual property in order for us to perform the Services.
- We hereby declare, represent and warrant that:-
 - we do not offer any bachelors, associates, masters, doctoral or other recognized degrees;
 - we are not bound by any provisions under Private Higher Educational Institutions Act 1996.

Availability of the Website, Security and Accuracy

- Whilst we endeavour to make the Website available 24 hours a day, we shall not be liable if for any reason the Website is unavailable for any time or for any period.
- We make no warranty that your access to the Website will be uninterrupted, timely or error-free.
- Access to the Website may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice.

- We may also impose restrictions on the length and manner of usage of any part of the Website for any reason.
- We do not warrant that the Website will be compatible with all hardware and software which you may use.
- We shall not be liable for damage to, or viruses or other code that may affect, any computer equipment, software, data or other property as a result of your access to or use of the Website or your obtaining any material from, or as a result of using, the Website.
- We shall also not be liable for the actions of third parties.
- We may change or update the Website and anything described in it without notice to you.
- Whilst we endeavour to ensure that information and materials on the Website are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any agreement that we may have with you to provide you with services, including any obligation that we may have under that contract to provide you with accurate information and advice, and which we may do through a secure part of the Website available to people who use the appropriate password.
- The material contained on the Website is provided for information purposes only and it shall not give rise to any commitment or obligation by us.
- Any information on the Website shall not constitute any part of an offer or contract.

Intellectual Property Rights

- “Vilor” name, brand, word, logo and all related names, design marks and slogans are the trademarks or service marks of us.
- We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You shall not misuse, modify, reproduce, or in any manner process any of the information, statements, pictures, graphics, details published online in whatever manner without the prior written consent from us. Failing which, we reserve the rights to commence a legal suit including to demand you to withdraw, seek injunction from competent court, claim against you for any damages or losses.
- You must not use any part of the materials on the Website for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy or download any part of the Website in breach of these Terms and Conditions your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Third Party Websites

- We have no control over and accept no responsibility for the content of any site to which a link from the Website exists (unless we are the provider of those linked sites). Such linked sites are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not

provide any endorsement or recommendation of any third party site to which the Website provides a link.

- You must not without our permission frame any of the Website onto your own or another person's website.
- We hereby grant to you a revocable, non-exclusive, royalty-free right to provide a link from your website to the home page of the Website, provided that you do so in a fair and legal way without damaging our reputation or taking advantage of it. In particular:-
 - you shall not make any warranties or representations about us, our services or our policies except with our prior express authorisation;
 - you shall not say anything that is false, misleading, derogatory or offensive about us or our services or policies; and
 - you shall not suggest expressly or impliedly that we have endorsed your site or are associated with it where this is not the case.

Indemnity

- We shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to your use or inability to use or delay in use of the Website or any material in it or accessible from it or from any action or decision taken as a result of using the Website or any such material for any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses. For the avoidance of doubt, the foregoing sub-clauses (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.
- You agree to defend, indemnify and hold harmless us and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to solicitors' fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Terms and Conditions, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, rights of intellectual properties, and any rights of Payment Gateway; (iv) your violation of any Applicable Laws; (v) any content that is submitted via your account including without limitation misleading, false, or inaccurate information.

General

- Time shall not be an essence on our obligations to perform the Services under these Terms and Conditions.

- Any notice given pursuant to these Terms and Conditions shall be in writing and be given by sending the same by email, facsimile, prepaid registered post or left if addressed to the party concerned in these Terms and Conditions or address given in the registered user account.
- These Terms and Conditions shall be construed in accordance with and governed by the laws of Malaysia.
- If any provision of these Terms and Conditions is or may become 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:-
 - such provisions shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
 - the remaining provisions of this agreement shall remain in full force and effect;
 - 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.
- No failure or delay in the exercise or the partial exercise of any right or remedy or the exercise of any other right or remedy shall affect or impair any such right or remedy.
- These Terms and Conditions shall be binding on the parties and their respective successors in title of the parties hereto.
- The parties acknowledge and agree that these Terms and Conditions and/or any other documents pertaining hereto can be signed, executed, acknowledged, issued and/or executed by electronic means and shall in any proceedings be admissible in evidence and be presumed, unless evidence to the contrary is introduced.
- In the event of inconsistency between the agreement signed between you and us in a separate form, such agreement shall prevail against these Terms and Conditions, and shall be enforced to the extent of inconsistency as possible.

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