

Updated on 10th June 2016

Terms of Service

1. Training Touch

Training Touch Sdn Bhd is a Training Provider that serves both corporate and consumer clients by providing independent Trainers and their respective organization sales and marketing support services. The Term "Training Touch" would also include the related parties and companies of ATCEN Education Group. For the purpose of these Terms of Service, Training Touch shall be referred to as "TrainingTouch," "us," "we" or "our."

2. The Services.

Training Touch's websites and domains, including www.trainingtouch.com, and all of the webpages, subdomains, country level domain variants and subparts of the websites, the various sales and marketing services, emailing and support provided. We refer to all of these as our "Services."

3. Users.

Through the Services, Training Touch provides a simple and quick means for the corporate clients, consumer clients, individual trainers and training companies to promote their goods and products to each other. We refer to the visitors and browsers of the Services collectively as "Users" or "you."

4. TrainingTouch shall not be bound by any particular USER and reserves the right to conduct business with any USER without any fear or favour. TrainingTouch shall not be bound to provide reasons for their action or preference to another USER.

5. Terms of Service Agreement.

The following contain our Terms of Service Agreement ("Terms of Service"). These Terms of Service govern all of our Services, all of which are offered subject to your acceptance without modification of these Terms of Service.

5.1. Except to the extent set forth in Section 5.7 below, Training Touch reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of these Terms of Service (or any of the agreements that make up these Terms of Service) at any time (collectively, "Modifications"). Modifications to these Terms of Service will be posted to the Training Touch website with a change to the "Updated" date at the top of these Terms of Service. In certain circumstances Training Touch may provide you with additional notice of such Modifications, via email or with in-Service notifications. Modifications will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you, except that changes addressing new functions of the Services or which do not impose any additional burdens or obligations on you will be effective immediately. It is your responsibility to check these Terms of Service periodically for Modifications. Your continued use of the Services following the effectiveness of any Modifications to these Terms of Service constitutes acceptance of those Modifications as well. If any Modification to these Terms of Service is not acceptable to you, you must cease accessing, browsing and otherwise using the Services. Other than as set forth in this paragraph, these Terms of Service may only be modified through a written Services Agreement or written Addendum Agreement, signed by you and an authorized officer of Training Touch.

5.2. Language.

English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

6. Your Acceptance.

6.1. Binding Agreement.

You agree to these Terms of Service and you enter into a binding contract with Training Touch when you sign up with Training Touch for any of its services.

7. Intellectual Property Rights

- 7.1. All copyrights and other intellectual property rights existing prior to any Agreement between parties or upload onto the TrainingTouch website belong to their originator respectively. No party shall gain by virtue of this Agreement any rights of ownership or copyright or any other intellectual property rights owned by the other.
 - 7.2. For any material provided to Training Touch, the USER shall defend or settle any claim against TrainingTouch that the USER has knowingly infringed a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where Deliverables are used and vice-versa
 - 7.3. The USER shall pay infringement claim defense costs, settlement amounts and court awarded damages which arise as a result of infringement caused by the USER. If such a claim appears likely, the USER has the responsibility to modify the Deliverable, procure any necessary license or replace it to avoid any infringement claims
 - 7.4. As owner of their own copyrights and other intellectual property rights, the USER reserves the right to market, sublicense or otherwise provide the original, any part of the original, any copy or partial copy, or any derivative of Work (except for portions of Work which may be derived based on TrainingTouch copyrights or intellectual property rights), to other third party
 - 7.5. TrainingTouch shall not market, sublicense or otherwise provide the original, any part of the original, any copy or partial copy, or any derivative of Work for which the copyrights and intellectual property rights belongs to the USER, to any third party.
8. Professional Interests
 - 8.1. The **USER** is prohibited from enticing or endeavoring to entice Customers of TrainingTouch or related companies for whom **USER** is engaged to deliver Work, from seeking direct employment, or make any offers for employment during the period of Work and for a period of one year thereafter.
 - 8.2. Any existing or pre contractual interest, which shall be construed or deemed as a conflict of interest to services performed for TrainingTouch, will have to be disclosed prior to the acceptance of services.
 - 8.3. The estimate of the impact that breach of Clause 5 would have is herein specified as liquidated damages in the amount shall be the Customer's total contract price for the Work and Deliverable. Both parties agree that this is a reasonable estimate of loss and the **USER** agrees to pay the same in the event of breach of this Clause.
 - 8.4. The provision of Clause 8 shall survive the expiration or termination of this Agreement.
9. Confidentiality
 - 9.1. Both parties agree to treat as confidential all information received from the disclosing party which has been indicated in writing to be confidential except if such information already exists in the public domain, is already in the receiving party's possession, is independently developed by the receiving party, or is rightfully obtained from third parties without restriction of disclosure.
 - 9.2. Both parties agree to disclose this information only to those of its employees and any third party who needs to know it for the performance of this Agreement, and to ensure that such employees and the relevant third party are informed and agree to keep such information confidential.
 - 9.3. Both parties further agree that they and their employees and the relevant third party shall observe all security requirements in effect from time to time at the other party's premises, and shall comply with the other party's security procedures for confidential material.
 - 9.4. This clause shall survive termination of this Agreement for a period of 1 year. Any action for breach of confidentiality must be brought within one (1) year after either party knew or should have reasonable known of the breach, or such longer period as the parties may in writing agree.
10. Term; Termination.
 - 10.1. These Terms of Service are effective upon your Acceptance as set forth under Section 5.1 above and continue in effect until terminated.
 - 10.2. Termination by Training Touch

Training Touch may terminate your right to use the Services at any time for (a) your violation or breach of these Terms of Service; (b) your misuse or abuse of the Services; or (c) if allowing you to access and use the Services would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Training Touch to legal liability. We will use reasonable efforts to provide you notice of any such termination. Further, you agree that Training Touch shall not be liable to you or any third-party for any such termination of your right to use or otherwise access the Services.
 - 10.3. Termination by You.

Except to the extent you have agreed otherwise in a separate written Service Agreement between you

and an authorized officer of Training Touch, you may terminate your relationship with us by informing us formally with the registered email or letter to the address listed below. The event there is a separate agreement between you and Training Touch governing your use of the Services and that agreement terminates or expires, these Terms of Service (as unmodified by such agreement) shall govern your use of the Services.

10.4. Survival of Terms.

All provisions of these Terms of Service that by their nature should survive termination of these Terms of Service shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses).

11. Indemnification.

You agree to defend, indemnify and hold Training Touch, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "Claim") due to or arising out of: (a) your breach of these Terms of Service, including, without limitation the Terms of Use and any other part of these Terms of Service; (b) your improper use of the Services; (c) your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party; or (d) in the case of Organizers, your events or the fact that Training Touch was providing Services with respect to those events, provided that in the case of (d), this indemnification shall not apply to the extent that the Claim arises out of Training Touch's gross negligence or willful misconduct. Training Touch shall provide notice to you of any such Claim, provided that the failure or delay by Training Touch in providing such notice shall not limit your obligations hereunder except to the extent you are materially disadvantaged by such failure. Disclaimer of Warranties.

Training Touch provides our services using a commercially reasonable level of skill and care and we try to keep our services up, error free, bug-free and safe. But there are certain things that we don't promise about our services and you use the services at your own risk. To the extent permitted by applicable laws, the services are provided on an "as is" and "as available" basis. Training Touch hereby expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. By way of example, Training Touch makes no warranty that (a) the services (or any portion of the services) will meet your requirements or expectations; (b) the services will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the services will be accurate or reliable. You acknowledge that Training Touch has no control over and does not guarantee the quality, safety or legality of events advertised, the truth or accuracy of any users' (including attendees', other non-organizers' and organizers') content or listings or the ability of any user (including attendees and organizers) to perform or actually complete a transaction and Training Touch is not affiliated with, and has no agency or employment relationship with, any third party service provider except those within the ATCEN Group of Companies used in conjunction with the services, and Training Touch has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any such third parties.

12. Limitation of Liability.

To the extent permitted by applicable laws, Training Touch and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners, employees and any applicable card schemes, shall not be liable under any circumstances or under any legal theory, whether in tort, contract, or otherwise, with respect to the services, or any other subject matter of these terms of service, including without limitation the terms of use, the merchant agreement and any other part of these terms of service, for: (a) any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Training Touch has been advised of the possibility of such damages), (b) the cost of procurement of substitute services, (c) any of your content (as defined in the terms of use) or any content of any other user of the services, or (d) any matters beyond Training Touch reasonable control.

13. Trademarks.

The trademarks, service marks and logos of Training Touch (the "Training Touch Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of

Training Touch. Other company, product and service names used in connection with the Services may be trademarks or service marks owned by third parties (the “Third Party Trademarks,” and, collectively with Training Touch Trademarks, the “Trademarks”). The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of Training Touch specific for each such use. The Trademarks may not be used to disparage Training Touch, any third party or Training Touch’s or such third party’s products or services, or in any manner that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless Training Touch approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Training Touch trademark shall inure to Training Touch’s benefit.]

14. Patents; Copyrights.

A number of issued patents and patents pending apply to the Services. The Content (as defined in the Terms of Use) of the Services is also protected by copyrights owned by Training Touch and/or third parties. Please note that if you copy portions of the Services you are violating these patent rights and copyrights.

15. Entire Agreement.

These Terms of Service, including the Terms of Use and any other part of these Terms of Service, constitute the entire agreement between you and Training Touch and govern your use of the Services, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and Training Touch on the subject matter hereof between you and an authorized officer of Training Touch relating to a specified event or events.

16. Choice of Law.

These Terms of Service and the provision of the Services to you are governed by the Laws of Malaysia. Should any issue arise, the following shall apply:

(a) Contact Us First.

If you have a question or concern about the Services, please [contact us](#) first. Our team will try to answer your question or resolve your concern.

(b) Agreement to Arbitrate.

In the unlikely event that our team is unable to resolve your concerns, we each hereby agree to resolve any and all disputes or claims under these Terms of Service or with respect to the Services through binding arbitration or in small claims court (to the extent the claim qualifies) instead of in courts of general jurisdiction and only on an individual basis and not as part of any purported class, consolidated or representative proceeding.

(c) Scope of Agreement.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); and (iii) all claims that may arise after termination of these Terms of Service and/or your use of the Services.

(d) Exceptions.

Notwithstanding this Agreement to arbitrate, either party may (i) bring an action on an individual basis in small claims court (to the extent the applicable claim qualifies), (ii) bring issues to the attention of federal, state or local agencies

(e) No Class Actions.

You and training touch agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated or representative proceeding. The arbitrator may not consolidate more than one person’s claims, may not preside over any form of class, consolidated or representative proceeding and may only provide relief in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim

(f) Notice of Dispute.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute (“Notice”). The Notice to Training Touch must be addressed to the address stated below and must be sent by certified mail. The Notice to you must be addressed to a mailing, home or payment address currently on record with Training Touch and must be sent by certified mail. If Training Touch has no records of such physical address, such notice may be delivered to your Training Touch account email address. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If Training

Touch and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Training Touch may commence an arbitration proceeding.

(g) Future Changes.

Notwithstanding any provision in these Terms of Service to the contrary, you and Training Touch agree that if Training Touch makes any future change to this arbitration provision (other than a change to the Notice Address) Training Touch will provide you with notice of such change here and you may reject any such change by sending us written notice within fourteen (14) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision as unmodified by such rejected change.

(h) Special Severability.

In the event that the provisions of Section 5.7 above are found to be invalid or unenforceable for any dispute or claim, then, notwithstanding Section 5.8, the entirety of this Section 5.7 shall be null and void with respect to such dispute or claim.

17. Waiver; Invalid Provisions.

The failure or delay of Training Touch to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. No oral waiver, amendment or modification shall be effective under any circumstance whatsoever. If any provision of these Terms of Service is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect.

18. Assignment.

We may, without your consent or approval, freely assign these Terms of Service and our rights and obligations under these Terms of Service, whether to an affiliate or to another entity in connection with a corporate transaction or otherwise.

19. Relationship.

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Service, except to the extent expressly set forth here or related Service Agreement.

20. Successors and Assigns.

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

If you wish to contact Training Touch or deliver any notice, you can do so as follows:

Training Touch Sdn. Bhd
D-05-11, Ritze Perdana Business Centre,
Jalan PJU 8/2, Damansara Perdana,
47820, Petaling Jaya, Selangor, Malaysia.
Tel: (603) 7728 2236
Fax: (603) 7728 2620
Email: info@trainingtouch.com