### **GENERAL TERMS AND CONDITIONS**

### **Definitions:**

"Parent" is either Parent of the Student or legal guardian and the provisions herein shall be binding on them jointly and severally.

"Student" is the person whose name appears under the column of "Student" on the Registration form.

"Course" means 25 hours of training and content from any of the Bootstrap, Software Engineering, Digital Skills, and Business Skill courses groups.

"Courses" means the combination of courses from any of the Bootstrap, Software Engineering, Digital Skills, and Business Skill courses groups.

"Kidocode" shall mean Kidocode Sdn Bhd (Company No. 1133758-X)

**"Kidocode's Management"** shall collectively mean the person given the delegated responsibility to lead Kidocode, irrespective of their actual job title.

"Standard Fee" means the fee of Course and/or Courses shown to the Parent during the trial class.

### 1. Trial Class

Parent and Student have to go through a trial class before enrolment and/or admission. The trial class will be recorded and Parent and Student agree to the recording.

### 2. Intellectual Property

- 2.1 All intellectual property rights in all the materials, videos and the speeches made by all the staff of Kidocode (including the materials provided in the trial class) are, and remain, the intellectual property of Kidocode ("Kidocode's Property").
- 2.2 Parent and Student are not authorised to:-
  - (i) copy, modify, reproduce, republish, sell, upload, broadcast, post, transmit, share or distribute any part of Kidocode's Property without prior written permission;
  - (ii) record on video or audio tape, relay by video phone or other means of Kidocode's Property;
  - (iii)take any photographs and/or screenshot of any Kidocode's Property during Course or Courses;
  - (iv)use the Kidocode's Property in the provision of any other course or training or any other business purposes;
  - (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer any software forming part of the Kidocode's Property.

# 3. Photograph and Images

Kidocode may and the Parent hereby gives consent to Kidocode to take such photographs, images, recordings, works or derivative works of the Student and to use, free of charge, such photographs, images, recordings, works or derivative works including examination results in any media and for whatever purpose as Kidocode shall deem fit, including without limitation for any promotional materials.

## 4. Third Party Excluded

Only Kidocode and the Parent are the parties to this contract. The Student is not a party to it and neither is a third party sponsoring the Student. The acts and omissions of the Parent are binding on the Student vice versa as to any matter of behavior, discipline and fees. All requests and authorizations by the Parent are treated as being made on behalf of the Student and vice versa.

## 5. General

- 5.1 Kidocode shall be entitled at any time to amend, add or delete any of these terms and conditions.
- 5.2 Kidocode may at any time review, amend or make such rules and regulations relating to the conduct of Students at Kidocode and all such matters that the Student and/or Parent may be required to do or comply as a Student of Kidocode. A breach of any such rules and regulations in force, whether recently enforced, reviewed or amended shall be deemed to be breach of the terms and conditions herein.

- 5.3 All notices, letters and correspondence from Kidocode to the Parent shall be deemed sufficiently served if sent by ordinary post or email to the Parent at the address and/or email address set out in the Registration Form.
- 5.4 The prospectus and Kidocode website describes the broad principles on which Kidocode is currently run and gives an indication of our history and core values. Although believed correct at the time of printing, neither the prospectus nor the website are part of any agreement between the Parent and Kidocode. Parent wishing to place specific reliance on a matter given in the prospectus or website should seek written confirmation of that matter before entering this agreement.
- 5.5 The Parent's agreement to enroll and/or admit the Student in Kidocode gives rise to a legally binding contract on the terms and conditions in the Registration Form, these Terms and Conditions, the Terms and Conditions governing enrolment and/or admission and any future terms and conditions notified to the Parent in writing.

### 6 Data Protection:

I, the Parent and on behalf of the Student, authorize Kidocode to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of Kidocode. I understand that Kidocode processes information about the Student in order to safeguard and promote the welfare of the Student, promote the objects and interests of Kidocode, facilitate the efficient operation of Kidocode and ensure that all relevant legal obligations of Kidocode are complied with.