

CoachingPen Academy Terms of Use

Effective Date: 1 April 2026

Last Updated: 14 April 2026

1. Introduction

These Terms of Use govern your access to and use of CoachingPen Academy, including our website, learning management system, courses, bundles, programs, certificates, support services, and related digital learning services.

By accessing, registering for, purchasing, enrolling in, or using CoachingPen Academy, you agree to be bound by these Terms of Use.

If you do not agree to these Terms of Use, you should not use CoachingPen Academy or purchase our services.

2. Who We Are

CoachingPen Academy is an online learning and training business operated by **Coachingpen Services (Registration No. 202403325664)**.

Contact Details

Email: support@coachingpen.com

Website: www.coachingpen.com

LMS: www.academy.coachingpen.com

Business Address: Suasana Sentral, Jalan Stesen Sentral 5, Kuala Lumpur, W.P. 50470

Country of Operation: Malaysia

3. Scope of Services

CoachingPen Academy provides digital learning services, which may include:

- online courses;
- bundled course offerings;
- learning materials, videos, quizzes, assignments, and downloadable resources;
- certificates of completion, where applicable;
- support services, FAQs, chatbot tools, or AI-assisted support features; and
- related educational or training services made available through our website or LMS.

We may update, modify, improve, suspend, or discontinue any part of the platform or services from time to time, with or without prior notice, where reasonably necessary.

4. Eligibility and Accounts

You must provide accurate and complete information when creating an account or making a purchase.

You are responsible for:

- maintaining the confidentiality of your login credentials;
- all activities carried out through your account;
- ensuring your account information remains accurate and up to date; and
- using the platform lawfully and in accordance with these Terms.

You must not share your account with another person unless we expressly permit it in writing.

We may suspend, restrict, or terminate access where we reasonably believe there has been unauthorized use, misuse, fraud, or a breach of these Terms.

5. Purchases, Enrolment, and Access

When you purchase a course, bundle, or program, you are purchasing access to a digital learning service subject to these Terms, the relevant course description, pricing details, access period, and any specific offer terms shown at the time of purchase.

We will use reasonable efforts to provide access within a reasonable time after successful payment confirmation, subject to technical processing, verification, and system availability.

Access periods, where stated, begin from the date of enrolment, activation, or first access, as determined by our system records or the applicable course settings.

6. Prices and Payment

Prices, currencies, and payment methods will be displayed at the time of purchase.

You agree to pay all fees, charges, taxes, and other stated amounts applicable to your purchase.

Payments may be processed by third-party payment providers. We do not represent that we store or process your full payment card details directly unless expressly stated otherwise.

If a payment is declined, reversed, refunded, disputed, or charged back, we may suspend or revoke access to the relevant course or service until the matter is resolved.

7. Refunds, Cancellations, and Transfers

Your purchase is also subject to our **Refund and Cancellation Policy**, which forms part of these Terms.

As a general rule, purchases of digital learning services are final and non-refundable, except where required by applicable law or where CoachingPen expressly agrees otherwise.

Any permitted transfer, substitution, refund, or credit will be handled in accordance with our Refund and Cancellation Policy or any specific written arrangement that applies to your purchase.

8. Course Access and Permitted Use

You are granted a limited, non-exclusive, non-transferable, revocable right to access and use the purchased course or service for your own personal learning or your organization's permitted internal use, subject to the specific offer terms.

Unless we expressly allow it in writing, you must not:

- copy, reproduce, republish, sell, resell, sublicense, distribute, or commercially exploit course content;
- share login credentials or permit unauthorized third-party access;
- record, download, extract, or redistribute videos, materials, assessments, or resources beyond what is expressly permitted;
- modify, reverse engineer, interfere with, or attempt to gain unauthorized access to the platform; or
- use the platform in a way that disrupts, harms, or compromises our systems or other users.

9. Intellectual Property

All content made available through CoachingPen Academy, including course materials, videos, scripts, text, graphics, branding, design elements, certificates, and platform content, is owned by CoachingPen, its licensors, or the relevant rights holders, unless otherwise stated.

Nothing in these Terms transfers ownership of any intellectual property rights to you.

You may use the materials only as expressly permitted under these Terms and for your own lawful learning purposes.

10. Assessments, Progression, and Certificates

Some courses may include quizzes, assignments, pass marks, progression requirements, completion conditions, or other learning rules.

Where certificates are offered, certificates will only be issued where the applicable completion requirements are satisfied according to our system rules and records.

We reserve the right to withhold, cancel, correct, or reissue a certificate where there is an error, misuse, academic dishonesty, technical issue, or breach of these Terms.

11. User Conduct

You agree not to:

- use the platform unlawfully or for fraudulent purposes;
- upload or submit false, misleading, defamatory, abusive, infringing, or harmful content;
- attempt to bypass course rules, assessment rules, or access controls;
- interfere with the learning experience of other users; or
- use support tools, chat, AI tools, or communication channels in an abusive, deceptive, or improper manner.

We may remove content, restrict access, or take other reasonable action where we believe this section has been breached.

12. AI-Assisted and Support Tools

Where CoachingPen Academy provides FAQs, chatbot tools, AI-assisted support, or similar features, those tools are provided for general educational, informational, and platform-support purposes only.

They may not always be complete, error-free, or suitable for your particular circumstances. You remain responsible for using your own judgment and, where appropriate, seeking professional advice.

You should not submit unnecessary sensitive personal information through support or chatbot tools.

13. Availability and Technical Issues

We aim to keep the platform reasonably available, but we do not guarantee uninterrupted or error-free access at all times.

Access may be affected by maintenance, updates, internet connectivity, browser/device compatibility, third-party provider issues, security concerns, or events beyond our reasonable control.

We may perform maintenance, upgrades, fixes, or security actions that temporarily affect availability.

14. Privacy and Personal Data

Your personal data will be collected, used, disclosed, stored, and otherwise processed in accordance with our **Privacy Notice / Personal Data Protection Notice**.

By using CoachingPen Academy, you acknowledge that your personal data may be processed for purposes such as account creation, enrolment, learning delivery, support, payment administration, certificate issuance, security, analytics, and compliance, as described in our Privacy Notice.

15. Third-Party Services and Links

CoachingPen Academy may use or link to third-party services, including payment gateways, video hosting, plugins, communication tools, analytics providers, or external websites.

We are not responsible for the content, availability, or privacy practices of third-party services outside our reasonable control. Your use of those services may also be subject to their own terms and privacy notices.

16. Disclaimer and Service Standards

We provide CoachingPen Academy as an educational and training service. While we aim to provide useful, accurate, and professionally prepared content, we do not guarantee that every course, resource, or tool will meet every learner's individual expectations, preferences, professional needs, or business outcomes.

To the fullest extent permitted by law, we exclude liability for indirect, incidental, special, consequential, or business loss arising from your use of the platform or services.

However, nothing in these Terms is intended to exclude, restrict, or override any rights, guarantees, or remedies that cannot lawfully be excluded under applicable law.

17. Limitation of Liability

To the fullest extent permitted by law, CoachingPen's total liability arising out of or in connection with your purchase or use of a paid service will not exceed the amount you paid for the relevant course, bundle, program, or service giving rise to the claim.

This limitation does not apply to liability that cannot lawfully be limited or excluded.

18. Suspension and Termination

We may suspend, restrict, or terminate your access, without refund unless required by law or expressly stated otherwise, where:

- you breach these Terms;
- you misuse the platform;

- payment issues remain unresolved;
- continued access creates security, legal, operational, or compliance concerns; or
- we are required to do so by law or competent authority.

Termination or suspension will not affect any accrued rights, payment obligations, intellectual property protections, or other provisions intended to survive termination.

19. Changes to These Terms

We may revise these Terms from time to time.

The updated version will be posted on our website or LMS together with the revised effective date or last updated date. Continued use of CoachingPen Academy after updated Terms take effect will constitute acceptance of the updated Terms.

20. Governing Law and Disputes

These Terms are governed by the laws of Malaysia.

Any dispute, claim, or matter arising out of or in connection with these Terms, the platform, or our services will be subject to the applicable laws, rights, and remedies available in Malaysia.

Where applicable, consumers may also have access to statutory complaint or claim mechanisms available under Malaysian law.

21. Contact Us

If you have any questions about these Terms of Use, please contact:

Coachingpen Services

Email: support@coachingpen.com

Website: www.coachingpen.com

LMS: www.academy.coachingpen.com

Business Address: Suasana Sentral, Jalan Stesen Sentral 5, Kuala Lumpur, W.P. 50470