

Terms of Use

CoachingPen Terms of Use

Effective Date: 1 April 2026

Last Updated: 15 April 2026

1. Introduction

These Terms of Use govern your access to and use of CoachingPen's website, learning management system, online courses, coaching services, support services, and related digital and professional services.

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

2. Who We Are

CoachingPen is 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

Our services may include:

- online courses, bundles, and digital learning content;
- coaching services, coaching packages, and coaching-related support;
- assessments, quizzes, assignments, certificates, and downloadable resources;
- website content, support services, FAQs, chatbot tools, and AI-assisted tools;
and
- related training, educational, and professional services.

We may update, improve, modify, suspend, or discontinue any part of the platform or services from time to time where reasonably necessary.

4. Eligibility and Accounts

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

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 and services lawfully and in accordance with these Terms.

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

5. Purchases, Bookings, Enrolment, and Access

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

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

6. Prices and Payment

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

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

Payments may be processed by third-party payment providers. If a payment is declined, reversed, disputed, refunded, or charged back, we may suspend or revoke access to the relevant service until the matter is resolved.

7. Refunds, Cancellations, and Transfers

Your purchase or booking 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.

Coaching services, cancellations, rescheduling, and no-show rules are subject to the additional terms stated in our coaching-related terms and policies.

8. Course Access and Permitted Use

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

Coaching services are professional developmental services intended to support reflection, development, accountability, and decision-making.

Unless expressly stated otherwise in writing, coaching services:

- do not constitute medical, psychiatric, legal, tax, financial, or other regulated professional advice;
- do not guarantee a specific business, career, financial, or personal outcome; and
- require the client's own active participation, judgment, and responsibility.

Additional coaching-specific terms may apply and will form part of these Terms where relevant.

10. Intellectual Property

All content made available through CoachingPen, including course materials, videos, scripts, text, graphics, branding, website content, coaching materials, templates, and downloadable resources, 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.

11. 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.

12. User Conduct

You agree not to:

- use the platform or services 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 or service 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.

13. AI-Assisted and Support Tools

Where CoachingPen 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.

14. Availability and Technical Issues

We aim to keep the platform and services 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 or device compatibility, third-party provider issues, security concerns, or events beyond our reasonable control.

15. 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**.

16. Third-Party Services and Links

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

We are not responsible for the content, availability, or privacy practices of third-party services outside our reasonable control.

17. Disclaimer and Service Standards

We provide CoachingPen as an educational, training, and coaching service. While we aim to provide useful and professionally prepared content and services, we do not guarantee that every course, resource, or coaching engagement will meet every user's expectations, preferences, or desired outcomes.

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

18. 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, coaching service, package, or other service giving rise to the claim.

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

19. 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 or services;
- 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.

20. 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 after updated Terms take effect will constitute acceptance of the updated Terms.

21. 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.

22. 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

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