

TERMS & CONDITIONS

Last Updated: 01 January 2026

1. Introduction

These Terms & Conditions ("**Terms**") govern your access to and use of the website(s), platforms, products, and services operated by **Kunkwan** and its affiliated entities (collectively, the "**Services**").

By accessing our website, submitting an enquiry, creating an account, making a payment, or enrolling in any programme or course, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, you must not use the Services.

2. About Kunkwan

"Kunkwan" refers to the **Kunkwan group of companies** and its affiliated entities, including but not limited to:

- **Kunkwan Sdn. Bhd.** (Malaysia)
- **PT Kunkwan Mandarin Indonesia** (Indonesia)
- Any present or future subsidiaries, holding companies, or related entities operating under the Kunkwan Group, whether incorporated in Malaysia or any other jurisdiction.

(each referred to as a "**Relevant Kunkwan Entity**").

The Relevant Kunkwan Entity applicable to you will generally be determined based on your country of residence and/or the entity through which you enroll in, purchase, or receive the Services.

3. Scope of Services

The Services offered by Kunkwan may include, without limitation:

- Live, instructor-led programmes and classes
- Enrollment-based educational programmes
- Recorded courses and digital learning materials
- Educational events, workshops, and seminars
- Related products or services offered from time to time

The specific details, duration, format, and delivery method of each programme or product will be communicated at the point of enrollment or purchase.

4. Enrollment & Contract Formation

By enrolling in a programme or course through our website, sales representatives, or online payment platforms, you acknowledge and agree that:

1. Your enrollment constitutes an offer to participate in the programme;
2. Acceptance of such enrollment occurs upon confirmation by Kunkwan and/or successful payment; and
3. Upon enrollment, you will be subject to and bound by the applicable **Enrollment Agreement**, which constitutes the primary and legally binding contract governing your participation in the programme.

In the event of any inconsistency between these Terms and the Enrollment Agreement, **the Enrollment Agreement shall prevail** in respect of programme delivery, fees, refunds, and student obligations.

5. User Accounts & Responsibilities

Where an account is required, you agree to provide accurate, current, and complete information.

You are responsible for:

- Maintaining the confidentiality of your login credentials;
- All activities conducted under your account; and
- Ensuring that your use of the Services complies with these Terms.

Account sharing, resale of access, or any unauthorised use of course materials or digital content is strictly prohibited.

6. Fees & Payments

All fees are displayed in the applicable currency and are subject to change unless otherwise stated.

Payments are processed via third-party payment service providers. Kunkwan does **not** store full credit card, debit card, or banking details.

By making a payment, you authorise the Relevant Kunkwan Entity and its payment partners to process the transaction.

7. Refunds, Cancellations & Returns

Refunds, cancellations, and returns are governed by:

1. The applicable **Enrollment Agreement** (for enrollment-based programmes); and
2. The **Refund & Return Policy** published on our website (for other products, including recorded courses or physical items, where applicable).

You are responsible for reviewing the relevant terms prior to completing any enrollment or purchase.

8. Intellectual Property

All content made available through the Services — including course materials, videos, text, graphics, logos, trademarks, and recorded content — is owned by or licensed to the Relevant Kunkwan Entity.

You are granted a limited, non-exclusive, non-transferable, and revocable licence to access such content for personal, non-commercial use only.

You must not reproduce, distribute, resell, modify, or otherwise exploit any content without prior written permission.

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9. User Conduct

You agree not to:

- Use the Services for any unlawful or unauthorised purpose;
- Publish or transmit misleading, defamatory, or infringing content;
- Attempt to gain unauthorised access to systems or accounts;
- Interfere with the security or proper functioning of the Services.

Kunkwan reserves the right to suspend or terminate access for violations of these Terms.

10. Third-Party Services & Links

The Services may contain links to third-party websites, platforms, or services.

Kunkwan is not responsible for the content, policies, or practices of such third parties, and access to third-party services is at your own risk.

11. Disclaimer

The Services are provided on an “**as is**” and “**as available**” basis.

To the maximum extent permitted by applicable law, Kunkwan disclaims all warranties, express or implied, including warranties of fitness for a particular purpose or uninterrupted availability.

12. Limitation of Liability

To the fullest extent permitted by law, Kunkwan shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Services.

13. Indemnification

You agree to indemnify and hold harmless the Relevant Kunkwan Entity from and against any claims, losses, damages, liabilities, costs, or expenses (including legal fees) arising from your breach of these Terms or misuse of the Services.

14. Termination

Kunkwan may suspend or terminate your access to the Services at any time, with or without notice, if you breach these Terms or where required by law.

Termination does not affect rights or obligations accrued prior to termination.

15. Governing Law & Compliance

These Terms shall be governed by and construed in accordance with the laws applicable to the Relevant Kunkwan Entity through which you engage with the Services.

Nothing in these Terms shall limit mandatory consumer protection rights under applicable local laws.

16. Changes to These Terms

Kunkwan reserves the right to amend these Terms from time to time.

Updated versions will be posted on our website, and continued use of the Services constitutes acceptance of the revised Terms.

17. Contact Information

If you have any questions regarding these Terms, please contact:

Email: support@kunkwan.com