



OTAK
Online Tuition for Academia and Knowledge

CLIENT TERMS AND CONDITIONS

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GENERAL DISCLOSURE

1. Parental or Legal Guardian approval and guidance will be required when Students who are Minors (below the age of eighteen (18) or the age at which one can legally form a contract within the local jurisdiction) register and/or use the services received via the OTAK Online Tuition Services, including any payments or transactions (e.g., Credit Card, Online Banking etc.).
2. No part of this document shall be reproduced, stored in a retrieval system, or transmitted by any means, electronic, mechanical, recording, or otherwise, without written permission from OTAK.

PART I : CLIENT TERMS AND CONDITIONS

1. GENERAL

Green Energy & Carbon Management Sdn Bhd (Company No. 201301008093 (1037934-H)) is a corporation organized and existing under the laws of Malaysia, with its registered office located at 3-4D, Incubator 3, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur, Wilayah Persekutuan, Malaysia (hereinafter referred to as ("GECM") is the owner of the Online Tuition for Academia and Knowledge Platform ("OTAK Platform") that is offered to students or parents (the "Clients") through the URL www.otak.my.

This OTAK Client Terms and Conditions, together with the [OTAK Terms of Use](#), the [OTAK Privacy Policy](#) and the [Student Manual](#) as amended or modified periodically shall collectively form a legally binding agreement (the "Agreement") between GECM and you (the "Client") that governs your use of the OTAK Platform services and Sites.

Please read this information carefully.

By clicking the "I Accept" or "I Agree" button, or by using our Sites or Services, you acknowledge that you are eighteen (18) years of age (or of age to form a legally binding contract in your country or jurisdiction) or older, or have the express consent of your parent or legal guardian to use the Sites or Services. You also warrant by clicking the "I Accept" or "I Agree" button, or by using our Sites or Services, that you have read, understood and agree to be bound by the Agreement. If you do not wish to be bound by, and comply with, this Agreement, then you may not access the website or use any services

GECM may modify this Agreement at any time, at our sole discretion, and such modifications shall be effective immediately and supersede all previous versions of this Agreement on our Sites or your notification of such amendments. You agree to review the contents of this Agreement periodically, and your continued use of our Sites or Services shall be deemed as conclusive and express acceptance of any modifications to the Agreement.



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2. ACCOUNT TERMS

- a) Persons under age eighteen (18) may only use the OTAK Platform or provide personal information to us only with the involvement and consent of a parent or legal guardian.
- b) You must provide your full name, a valid email address, and any other information requested in order to complete the signup process.
- c) A single username and password ("login") may only be used by one person.
- d) You are responsible for keeping your username and password secure. GECM cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
- e) You are responsible for all activity and Content (data, graphics, photos, links) that is uploaded under your account.
- f) You must not upload, post, host, or transmit unsolicited email, SMS, Instant Messenger, Twitter or "spam" messages.
- g) You must not transmit any worms or viruses or any code of a destructive nature.
- h) You may not use the Service for any illegal or unauthorized purpose.
- i) You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the OTAK Platform, use of the Service, or access to the Service without the express written permission by GECM.
- j) A breach or violation of any of the Account Terms as determined in the sole discretion of GECM will result in an immediate termination of your services.

3. GENERAL CONDITIONS

You must read, agree with and accept all the terms and conditions contained in this Agreement before you may become a member of the OTAK Platform.

- a) We reserve the right to modify or terminate the OTAK Platform for any reason, without notice at any time.
- b) We reserve the right to refuse service to anyone for any reason at any time.
- c) Your use of the OTAK Platform is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.



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- d) GECM does not warrant that the OTAK Platform service will be uninterrupted, timely, secure, or error-free.
- e) GECM uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the OTAK Platform.
- f) We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Agreement.
- g) You understand that your Content (not including credit card information), may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
- h) GECM does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- i) You expressly understand and agree that in no event shall GECM, its affiliates, officers, directors and employees be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if GECM has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the OTAK Platform service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
- j) The failure of GECM to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement constitutes the entire agreement between you and GECM and governs your use of the Service, superseding any prior agreements between you and GECM (including, but not limited to, any prior versions of the Agreement).
- k) GECM reserves the right to assign this Agreement or any part thereof without restrictions.



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4. MODIFICATIONS TO THE SERVICE AND PRICES

- a) GECM reserves the right at any time and from time to time to temporarily or permanently modify or discontinue, the Service (or any part thereof) with or without notice.
- b) Such modifications shall be effective immediately, or at any time as indicated by GECM and supersede all previous versions of this Agreement on our Sites or your notification of such amendments.
- c) Tutoring rates are determined and set by the Tutors. The rates quoted by the Tutor for each subject will be shown on the Tutor profiles in real time when viewed. Payments will be made by Clients in respect to these published charges. There is minimum rate per hour that is set by OTAK for Tutors providing tutoring services on the OTAK Platform.
- d) Upon the confirmation of a booking by a Student, no changes may be made to the rates for that booking. Should the Tutor wish to make any changes to their rates, such changes shall only apply to future sessions which have not been confirmed by the Student.
- e) Prices of all OTAK Services, including but not limited to "Commission Fees" are subject to change by OTAK Admin by providing thirty (30) days' notice. Such notice may be provided at any time by posting the changes to the Service site (www.otak.my) or the Service itself.
- f) GECM shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.
- g) You agree to review this Agreement periodically, and your continued use of our OTAK Platform or Services shall be deemed as conclusive and full acceptance of any modifications made to this Agreement by GECM.

5. CANCELLATION AND TERMINATION OF ACCOUNT

- a) If you want to cancel your OTAK account, you will need to write and send in an email officially and are required to provide thirty (30) days' notice.
- b) However, if there is any credit or money remaining in your account, the amount will be verified and validated before the refund slip is issued and payment is made.
- c) Except as required by any applicable law, all the Client's personal information, classes and payment details will be kept by OTAK for the fiscal operating year for internal audit purposes only.
- d) Verbal, physical, written or other abuse (including threats of abuse) of any GECM staff, tutor, students, customer, employee, member or officer will result in immediate account termination of any user account.



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- e) The Tutor is required to only use the services of OTAK Platform in relation to tutoring the student who originally contacted and engaged them for their services via the OTAK Platform. The Tutor is not allowed to promote, provide or use any other personal classes, webcasting programs, video conferencing software or relevant electronic services for the delivery of normal, additional or replacement Tuition sessions. For the avoidance of doubt, in the event a Tutor or Client attempts to circumvent the provisions OTAK reserves the right to terminate the Tutor's and Client's accounts and claim liquidated damages in such circumstances from all parties involved.
- f) We reserve the right to modify or terminate your Service for any reason, without notice at any time.

6. SEVERABILITY

Should for any reason or to any extent any provision of this User Agreement be held invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this User Agreement and the application of that provision shall be enforced to the extent permitted by law.

7. GECM MAILING ADDRESS

Green Energy & Carbon Management Sdn Bhd (Company No. 201301008093 (1037934-H)) (GECM)
3-4D, Incubator 3,
Technology Park Malaysia,
Bukit Jalil,
57000 Kuala Lumpur,
Malaysia



PART II : GENERAL GUIDELINES

8. PARENT'S ROLES, RESPONSIBILITIES, AND EXPECTATIONS

- a) The Client must have their own recommended computer equipment, Wi-Fi connection, multimedia equipment, smart phones, workplace and other assets required to receive the Tuition services effectively. The Parent should also be responsible for their Child's location or learning environment lighting and safety.
- b) Once the Client has chosen the Tutor, they will then proceed to make the payment for the Tuition sessions using the OTAK Digital payment gateways that include Credit Card payments or Online Bank Transfers. Once the payment is received the Tuition session can be undertaken as the Whiteboard will now be activated when the relevant class time is due.
- c) It is important to discuss with your Child and identify the suitable subjects, time and dates for the Tuition sessions before booking to avoid cancelling classes later in the future.
- d) The Parent will also have access to a smart phone based OTAK Parent Mobile App which will provide them with the necessary tools to manage the payments, class times and feedback.
- e) For courtesy purposes, the Tutor must be notified in advance if a scheduled session needs to be cancelled. Parents are advised to build a close rapport with the Tutor to manage the rescheduling of Tuition sessions smoothly and amicably with all parties so that no dispute or termination of accounts arise.
- f) At each session your Child should have the following available:
 - i) All relevant textbooks for his/her level.
 - ii) All returned tests results (if any)
 - iii) The school notebook/workbooks to be up to date and dated notes
 - iv) All school homework with viable written attempts
 - v) All Tuition notebook and/or workbooks with all homework well attempted
 - vi) Paper and pencils
- g) Please ensure the student has a conducive learning environment place to have the Online Tuition session that is relatively quiet and private
- h) The Tutor will generally plan and give homework every week that should take no more than an hour each week and maybe extra (if required). Please note that the regular school homework should be completed as well.



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- i) Your Child should inform the Tutor immediately upon being told that a test is coming up at school so that preparation/revision works for the test or a prep test session can be arranged.
- j) The Tutor will provide the Client with a Daily Class Feedback report.
- k) Your Child's progress is measured on many different fronts and is unique to each subject. Whilst content is important and past teaching gaps/shortcomings in school (if any) must be addressed - correcting the underlying reasons why these past gaps were formed is a major focus of OTAK's Tuition sessions. Parents are advised to discuss these matters regularly with the respective Tutor.
- l) The progress of the tutoring sessions will be measured by several factors that include:
 - i) Development of learning strategies including communicating aloud, checking of work, writing notes, problem solving, transfer skills, memory pegs and triggers
 - ii) Development of confidence and risk-taking abilities through positive self- talk and learning. Your Child will learn that it is "OK to be wrong" and work hard towards correcting the shortcomings.
 - iii) The Tutor will help your Child cultivate independent learning when there are difficulties, such as seeing the school-based teachers for extra help on a regular basis, using the material well, using notes as well as supporting them with the Tuition sessions.
 - iv) The development of good work habits is encouraged including listening in class, note taking, consistent homework and good preparation for tests and exams.
 - v) The Tutor will also measure your Child's success by monitoring the school-based assessments
 - vi) The Tutor will also regularly provide homework and assessments.

9. CONFLICTS AND COMPLAINTS RESOLUTION PROCEDURE

- a) The Tutor is responsible to provide the Tuition sessions in a competent and responsible manner by exercising the standard of skill and duty of care expected of a Tutor who is experienced in teaching.
- b) If the Client forms the view that the standard or quality of Tuition is unacceptable, they should discuss this matter immediately with the Tutor.



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- c) Where an oral complaint is made by the Client to the Tutor, the Tutor receiving the complaint will:
 - i) listen, record details and determine what the Client wants;
 - ii) confirm the details received;
 - iii) explain the complaints resolution procedure, and advise of alternative courses of action;
 - iv) resolve the complaint immediately if possible or make a commitment to resolve the complaint within a given time frame; and
- d) Where a complaint cannot be resolved between the Tutor and the Client, the Tutor will advise the Client of their right to refer the complaint to the OTAK Admin.
- e) The Client will be required to complete a Ticket provided in the "Service Desk" so that the complaint is documented in writing. Once received, the specific nature of the complaint will be reviewed by OTAK.
- f) OTAK will then communicate with Tutor involved and ask them for their version of events.
- g) The Tutor will be required to make every reasonable effort to fairly and quickly resolve any complaint made by the Parent.
- h) Where a written complaint is made by the Client to OTAK, the administration will:
 - i) provide the Parent with written feedback within seven (7) working days of receiving the complaint regarding the result of action taken by the Tutor to resolve the complaint; and
 - ii) if it is not possible to resolve the complaint within seven (7) working days, provide written acknowledgement of receipt of the complaint within five (5) working days and specify the time frame within which the complainant will receive feedback regarding the result of action taken by OTAK Admin to resolve the complaint.

10. NOTIFICATION OF CHANGE IN CONTACT DETAILS

The Client must inform OTAK if there are any changes to their contact details.



11. REPORTING ABUSE

- a) If the Client suspects the Tutor is violating any terms and conditions herein or if the Client is being harassed or spammed by other parties, the matter should be reported immediately to the OTAK Administration.
- b) If the Client fails to abide by any or all the terms listed in OTAK and/or disrupts any of OTAK's services in any way, OTAK may use available information to stop any further such breaches, which may include suspension or termination of their account.
- c) OTAK may also take legal action and inform relevant parties such as the parents, police, employers, school or email provider depending on the nature of the infringement.

12. REFUND POLICY

- a) OTAK reserves the right to withhold any payment and dues until the issues surrounding the refund request is clarified and resolved amicably by all parties involved.
- b) The Tutor has to provide a reasonable level of service to ensure that the Client is satisfied with the Tuition session.
- c) There may be an occasional unsatisfactory experience. If the Client claims to have received an unsatisfactory session, they will be required to fill up and submit the tickets in "Service Desk" about the experience within 48 hours so that OTAK may investigate and take action.
- d) The Parent will be required to submit the following information:
 - i) Date and time of lesson
 - ii) Reason for requested refund
 - iii) Has the Client discussed with the Tutor to try and resolve the issue?
- e) If OTAK reviews the findings and determine that the Tutor did not meet the prescribed standard or breached the Code of Conduct and Ethics, OTAK will refund all or a portion of the fees back to the Parent. The decision will be final and binding.
- f) The Tutor cannot claim a "No Refund" policy as the Parent has the right to a refund if there has been a breach or failure in delivering Tuition sessions. Such conditions include working with appropriate duty of care and skill, as well as providing the level of service promised/advertised in their relevant profiles.
- g) OTAK reserves the right to impose an Administrative and Processing fee of ten percent (10%) on all Refunds being made in matters related to disputes.



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- h) No charges will be imposed if the classes are cancelled for valid reasons. OTAK reserves the right to request for valid proof to be submitted by the Clients if abuse of the cancellation feature is deemed to be the case.

13. COMPLIANCE WITH LOCAL LAW AND THE MULTIMEDIA ACT

The Tutors and the Clients are required to comply with all Local Law including but limited to the following during the use of the OTAK Tuition Platform;

- a) Malaysian Civil & Criminal law and
- b) The Cyber Security Law (Communications and Multimedia Act (CMA) 1998, Computer Crimes Act (CCA) 1997, Penal Code, Personal Data Protection Act (PDPA) 2010 and Copyright Act 1987)