

TRAINERS TERMS OF USE

Effective Date: 1 July 2024

1. Introduction

Welcome to AxtionApp, a Software as a Service (SaaS) solution provided by Arrowood International Sdn Bhd ("Arrowood," "we," "us," or "our"). These Terms of Use ("Terms") govern your access to and use of the AxtionApp website (the "Website") and the AxtionApp software application (the "App," together the "Service").

2. Invitation Only Listing

Listing as a trainer on AxtionApp is by invitation only. You may apply to list as a trainer, but your application is subject to approval by Arrowood.

3. Acceptance of Terms

By accessing or using the Service as a trainer, you ("you" or "User") agree to be bound by these Terms. If you do not agree to all of these Terms, do not access or use the Service.

4. User Accounts

Upon approval as a trainer, you may create an account on the Service ("Account"). You are responsible for maintaining the confidentiality of your account information, including your login credentials, and for all activity that occurs under your account. You agree to notify Arrowood immediately of any unauthorized use of your account or any other security breach. Arrowood will not be liable for any loss or damage arising from your failure to comply with these security obligations.

5. User Eligibility

The Service is intended for use by individuals who are at least 18 years old and have the legal capacity to enter into binding contracts. You may not use the Service if you are not an eligible user.

6. Listing Trainings

As an approved trainer, you may list your trainings on the AxtionApp platform. These listings will be subject to approval by Arrowood.

7. Marketing to Hotels

Trainers have the opportunity to market their courses to hotels through our platform. If a hotel signs up for a training listed by a trainer, a fee of 10% of the total transaction value will be charged to the trainer.

8. Additional Charges for HRDF Claimable Courses

If a training listed by a trainer is HRDF (Human Resources Development Fund) claimable, an additional processing fee of 5% of the total transaction value will be charged to the trainer for processing the HRDF application.

9. Platform Services

AxtionApp serves as a platform connecting trainers to hotels. We facilitate the transaction process between trainers and hotels but bear no responsibility beyond that.

10. Disclaimer of Responsibility

Arrowood International Sdn Bhd and its affiliates are not responsible for the quality of trainings provided by trainers, the actions or omissions of hotels, or any outcomes resulting from the interactions between trainers and hotels facilitated through our platform. Trainers and hotels are solely responsible for their own actions, including compliance with any applicable laws or regulations.

11. Indemnification

Trainers agree to indemnify and hold harmless Arrowood International Sdn Bhd, its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the trainer's use of our platform, including but not limited to any disputes with hotels or third parties.

12. Modifications

Arrowood International Sdn Bhd reserves the right to modify or update these Terms of Use at any time without prior notice. Trainers are responsible for regularly reviewing these terms to stay informed of any changes.

13. Contact Us

If you have any questions about these Terms of Use, please contact us at contact@axtionapp.com.my.

By using AxtionApp as a trainer, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.