

TERMS AND CONDITIONS

Effective as of 4th January 2020

1. Definitions

- i. "Athlete" means the person who enrolls or intends to enroll to the Service provided by Triconquer Coaching.
- ii. "Triconquer" and "Triconquer Coaching" means Triconquer Coaching (Malaysian Business Registration Number: 003054112-K), with whom you have entered into this agreement.
- iii. "Coaching Service" and "Service" means partnership (defined as an alliance, not a legal business partnership) between the Coach and the Athlete in a process that inspires, assists and guides the Athlete to maximize Athlete's personal athletic potential. It is also designed to facilitate the creation & development of personal athletic goals and to develop and carry out a strategy & plan for achieving those goals. This also includes One-on-one Coaching sessions and Consultation Service.
- iv. "Registration", "Registration Form" and "Form" means the online registration form relating to registering the Athlete with the Service provided by Triconquer Coaching.
- v. "Fee" means the monetary cost per Coaching Service as specified on the quotation, that will be provided to the Athlete, after completion of the Registration Form.
- vi. "Coach" means the individual(s), employed by Triconquer Coaching to coach and guide the Athlete as part of the Service. Whilst every effort will be taken to maintain the consistency of the Coaches during the Service, Triconquer Coaching retains the right to change the coaching staff where necessary.
- vii. "Venue" means the premise where the Service takes place.
- viii. "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Triconquer Coaching and the Athlete.
- ix. "Workouts", "Session" and "Training Session" means any workouts outlined in the Training Plan, developed by the Coach to be completed by the Athlete at any Venue (chosen by Athlete or Athlete).

2. Acceptance of Terms and Conditions

- i. All agreements relating to the coaching by Triconquer Coaching to the Athlete are subject to these Terms, set out in this document.

- ii. No variation or addition to the terms shall be binding unless agreed in writing by Triconquer Coaching and the Athlete.
- iii. The terms shall be deemed to have been accepted by the Athlete upon payment of the Fee by or on behalf of the Athlete.

3. Registration of Athlete

- i. Athlete must be 18 years of age and above, during Registration.
- ii. Athletes interested to enroll into Coaching Service with Triconquer Coaching shall contact Triconquer Coaching representative via e-mail, telephone or Triconquer Coaching website.
- iii. Triconquer Coaching will then send an e-mail to the Athlete's email address, or an electronic message (For example, iMessage, SMS, WhatsApp, etc) which contains a link to the Registration Form.
- iv. Athlete will be asked questions related to (but not limited to) Athlete's training history and background, past and current injuries, goals and targets for the season, list of equipments owned, as well as time available per week for training.
- v. The Athlete shall fill out mandatory fields on the Registration Form completely & truthfully. It is strictly forbidden for Athlete to register with incorrect or otherwise unacceptable information.
- vi. There is no Fee imposed for Registration of Athlete.
- vii. Information submitted in Registration Form will be treated in confidentiality and complies to "Data Protection & Privacy Policy" section of this document.
- viii. Triconquer will review the details submitted into the Registration Form within 48 hours.
- ix. Upon reviewing Athletes details on Registration Form, Triconquer Coaching will schedule a 30 minutes session (Remotely or Face-to-face) with the Athlete. During this session, Triconquer may ask additional questions related to Athlete's history and goals. Triconquer will also explain on the training methodology and approach, as well as other information related to the Service. The Athlete is encouraged to ask any questions related to the Service during this session.
- x. If Triconquer Coaching determines the Athlete is suitable to be enrolled, Triconquer Coaching will then send quotation (s) to the Athlete. The quotation will include details of the Service, as well as information on the Fee to be paid by the Athlete.
- xi. Triconquer Coaching reserves the right to not offer the Service without giving any reason to the Athlete.
- xii. Athlete must have internet access for the duration of the Service. This is needed to facilitate communication, delivery of training plan and other information deemed necessary by Triconquer Coaching.

4. Fee and Payment

- i. If the Athlete agrees with Fee specified in the quotation, an invoice will be sent to the Athlete, detailing information on Service and Fee.
- ii. Payment must be made upon Athlete's receipt of the Invoice, and the Athlete shall pay the coaching Fee to Triconquer Coaching for the Athlete to enroll into the Service.
- iii. Credit or debit card payments via PayPal, and Funds Transfer (GIRO/IBFT) are the only available payment method for Athletes. No cash/cheque payment is accepted.
- iv. By selecting PayPal as the payment method, the Athlete accepts the user agreements of using PayPal services, which can be found at URL <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>
- v. If the Athlete does not understand or does not agree to be bound by those additional terms and conditions from PayPal, the Athlete shall not use the PayPal services for making payment of the Fee.
- vi. Triconquer Coaching believes in personalized service to each and every Athlete. As such, Fees for Service vary considerably and actual Fee to be paid by Athlete will be indicated in the invoice.
- vii. For Remote Coaching service, Fees paid will be valid for 30 days after receipt of payment.
- viii. For One-on-one Coaching service, Fees paid will be valid for number of Sessions mentioned in the Invoice only. The duration will be outlined and indicated in the Invoice.
- ix. For Consultation service, Fees paid will be valid for 1-time Session only. The duration will be outlined and indicated in the invoice.
- x. Once the Form has been completed and submitted, and Fee has been paid to Triconquer Coaching, the Athlete is successfully enrolled into the Service.
- xi. Triconquer Coaching will issue the Athlete with a Receipt to acknowledge payment of the Fee.
- xii. The Fee is non-refundable under any circumstances except with the prior agreement of Triconquer Coaching.
- xiii. Any One-on-one Coaching sessions that are pre-paid in a block (for example four sessions) must be used within a rate of four weeks per session. For example, if four sessions are paid for, these should be used within 16 weeks, otherwise they expire.

5. Cancellation Policy

- i. Triconquer Coaching reserves the right to cancel the Service at any time for any reason whatsoever.
- ii. Triconquer Coaching shall not be liable for any loss or damage whatsoever arising from such cancellation.
- iii. If the Athlete cancels or withdraws participation after the commencement of the Service, no refund will be given on the paid Fee.

- iv. If Service is cancelled due to an “Act of God” (extreme weather conditions, earthquakes etc) strikes, terrorist activity or where local authorities/public guidance suspend for health or other reasons, then no refunds will be given to the Athlete.
- v. Athlete must give at least 24 hours’ notice of cancellation or postponement of a One-to-one Coaching session, otherwise payment in full may be due. Unfortunately, weather, sickness, and other similar reasons are not applicable (at the Coach's discretion).
- vi. One-on-one Coaching sessions should not be cancelled due to inclement weather unless it poses a health and safety risk.

6. Athlete’s Responsibility

- i. Triconquer Coaching must be made aware by the Athlete of any medical condition that the Athlete may have in writing, by electronic means (including but not limited to e-mail, iMessage, WhatsApp, etc), or by entering the details in Registration Form. The Athlete is responsible to consult with a physician before beginning any exercise program with Triconquer Coaching. The Service is not meant to diagnose any medical condition or to replace Athlete’s healthcare professional. If the Athlete experience any pain or difficulty with these exercises, the Athlete must stop and consult the Athlete’s healthcare provider.
- ii. The Athlete understands that the Athlete is ultimately responsible for ensuring Athlete’s own health and fitness to participate in any coaching, training or sessions advised by a Triconquer Coach, and it is Athlete’s responsibility to inform Triconquer Coach of any changes to Athlete’s health which might affect Athlete’s ability to exercise safely and with minimal risk of injury.
- iii. The Athlete understands that Triconquer Coaching cannot 100% guarantee completion of Athlete’s chosen event / race.
- iv. It is Athlete’s responsibility to wear appropriate clothing and swimming / cycling / running gears to any One-one-one Coaching Sessions or when the Athlete trains by himself/herself.
- v. Triconquer Coaching accepts no liability for any damage, injury, or loss suffered by or to the Athlete, or to any other persons, or to any property in connection with Triconquer Coaching or otherwise.
- vi. The Athlete understands that personal items are Athlete’s sole responsibility.
- vii. The Athlete understands that it is up to the Athlete to put in the required work, including as recommended by the Triconquer coach, and that any results cannot, by nature, be guaranteed.
- viii. The Athlete understands that should the Athlete fails to turn up for a One-on-one Coaching session, payment of the Fee in full will be due, or, in the case of pre-payment, a refund will not be possible.

- ix. The Athlete understands that if the Athlete is late for a One-on-one Coaching session, that the session will not be extended to account for this. The Coach reserves the right to leave if the Athlete is more than 15 minutes late.
- x. The Athlete understands that any One-on-one Coaching session will be up to one hour in duration, or slightly less where the Coach deems sufficient benefit to have been achieved prior to the one hour duration, or where it is inappropriate to continue.
- xi. Triconquer Coaching reserves the right to cancel or refuse coaching at any time if the participant has acted maliciously, negligently, or with misconduct.

7. Triconquer Coach's Responsibility

- i. The Coach, by agreeing to work with the Athlete, will commit to Athlete's goals 100% and will be available for help and support as outlined within the relevant Coaching Service.
- ii. The Coach will provide everything stated in the outline of each coaching Service (as listed on the relevant quotation/invoice).
- iii. The Coach will always work for Athlete to provide a relevant program of exercise / workouts that works for the Athlete, the Athlete's schedule and Athlete's goals.
- iv. The Coach will work to his or her ability, based on knowledge, skills, qualifications, and coaching style.
- v. Triconquer Coaching by nature cannot work with everyone. Triconquer Coaching will agree to coaching where there is capacity to give 100% effort (as stated in Number i, above) and where Triconquer Coaching is a good fit for the Athlete (as judged by the Coach).
- vi. Triconquer Coaching cannot be held responsible for any injury inflicted to the Athlete, caused whilst travelling to and from a Session, or any injuries which may occur whilst participating in a Session such as swimming, running, cycling, bricks-session etc. Triconquer Coaching cannot be held responsible for any loss or damage to any personal belongings whilst in attendance on, or travelling to or from one of our Sessions.

8. Exclusion of Liability

- i. Triconquer Coaching, its coaches or employees or accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Athlete or any other party arising directly or indirectly or in any way connected with enrollment into the Service or any other act or omission on the part of Triconquer Coaching even if such act or omission is negligent.
- ii. The Athlete agrees that any claim by the Athlete against Triconquer Coaching or any coach or employee of Triconquer Coaching must be

brought within 60 days of the event that gave rise to such claim made thereafter shall be time barred.

- iii. The Athlete acknowledges, warrants and undertakes that the maximum aggregate liability of Triconquer Coaching to the Athlete under these terms shall not exceed the Fee.
- iv. All conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of Triconquer Coaching, its coaches or employees or affects the statutory rights of the Athlete.

9. Data Protection and Privacy Policy

- i. Triconquer Coaching is dedicated to the values of data protection and we follow the principles of the Personal Data Protection Act 2010.
- ii. By submitting Athlete's personal information into the Registration Form, the Athlete consents to the collection of Athlete's personal data and information, including but not limited to: Name, Phone Number, 'Sensitive Data' (data concerning health, medical history & medications, etc), by Triconquer Coaching, and such information may be held & used by Triconquer Coaching for the purpose of storing of information, providing the Service, and to communicate with you for such purposes. Triconquer Coaching is committed to ensuring your personal data & information is handled with care.
- iii. Triconquer Coaching does not disclose collected Athlete's personal data & information to any individuals, service providers and organizations or any other selected third parties, without the Athlete's written consent.
- iv. The Athlete reserves the right to obtain access, request correction or withdraw the Athlete's consent at any time by emailing to triconquercoaching@gmail.com
- v. By withdrawing the consent, within 48 hours of receipt of consent withdrawal, Athlete's personal information and data will be removed from our system, and Triconquer Coaching will cancel the Service (if the Athlete is already enrolled). Triconquer Coaching shall not be liable for any loss or damage whatsoever arising from such Cancellation.
- vi. Information transferred over the internet is insecure, therefore Triconquer Coaching cannot be held responsible for the security of data sent over the internet.
- vii. From time to time, Triconquer Coaching may update our privacy policy. Athletes are encouraged to occasionally check this page.

10. Complaints/grievance

- i. In the event that the Athlete is dissatisfied with the service we provide then please make contact via email at triconquercoaching@gmail.com and the Athlete's concern will be dealt with promptly.

11. Non-discrimination policy

- i. Triconquer Coaching does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of age, race, creed, color, national origin, sexual orientation, or disability in admission to, participation in, or receipt of the Services under any of its service, programs and activities, whether carried out by Triconquer Coaching directly or through a contractor or any other entity with which Triconquer Coaching arranges to carry out its service, programs and activities

12. General

- i. Any notices to be sent by either party to the other shall be sent by electronic mail (e-mail) or any electronics means (For example, but not limited to iMessage, SMS, WhatsApp, etc) and shall be deemed to have been received by the addressee within 48 hours of sending.
- ii. The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
- iii. These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is no contained herein shall be binding or form part of this agreement.
- iv. Triconquer Coaching may take photographs / videos during the Session and may use it on their website or social media. If the Athlete would like to opt out of this, please email to triconquercoaching@gmail.com
- v. Triconquer Coaching reserves the right to change these Terms at any time upon notice to the Athlete, to be given by:
 - i. the posting of a new version; and/or
 - ii. a change notice on the website or application.
- vi. It is the Athlete's responsibility to review these Terms periodically. The Athlete will be deemed to have agreed to any such modification or amendment by Athlete's decision to continue enrolling to the Service following the date in which the modified or amended Terms is posted.
- vii. This entire agreement shall be governed by Malaysian Law.