



INSTRUCTOR TERMS & POLICY

Effective Date: 1st December 2025

Jurisdiction: Malaysia

Operated by: Course Rep Sdn. Bhd. (Company No. 1508681-K)

1. PREAMBLE

This Instructor Terms & Policy ("Policy") governs your relationship with **CourseRep** ("the Platform") as an Instructor or Industry Partner. By signing up, publishing a course, or offering content on CourseRep, you agree to be bound by this Policy, our Terms of Use, and the **Laws of Malaysia**.

2. INSTRUCTOR OBLIGATIONS & CONDUCT

2.1. Status as Independent Contractor

You expressly agree that you are an **independent contractor** and not an employee, agent, or partner of CourseRep. No employment relationship is created by this Policy. You are solely responsible for:

- Registering your business with the **Companies Commission of Malaysia (SSM)** if applicable under the *Registration of Businesses Act 1956*.
- Declaring and paying all relevant taxes to the **Inland Revenue Board of Malaysia (LHDN)**.

2.2. Content Standards & Legality

Pursuant to the **Communications and Multimedia Act 1998 (CMA)** and the **Malaysian Content Code**, you warrant that your content:

- Does not contain any offensive, indecent, obscene, false, or menacing character.
- Does not touch upon the "3Rs" (Race, Religion, Royalty) in a manner that causes disharmony or sedition.
- Does not promote get-rich-quick schemes, pyramid schemes, or illegal financial schemes prohibited by Bank Negara Malaysia.

2.3. Accuracy of Information

Under the **Consumer Protection Act 1999 (CPA)**, you must provide accurate information regarding your course. You are prohibited from making false or misleading claims about course outcomes (e.g., "Guaranteed income of RM10,000") or misrepresenting your professional qualifications.

2.4. Content Maintenance & Archival

- (a) **Relevance:** You agree to keep your content current. If a course becomes obsolete (e.g., due to changes in industry standards, tools or regulations), you must update it within 30 days of notice.
- (b) **Right to Archive:** CourseRep reserves the right to unpublish or "archive" any course that is deemed obsolete or has high refund rates, to maintain the quality of the marketplace.

2.5. Non-Solicitation & Anti-Steering

- While you may publish your content on other platforms (Non-Exclusivity), you strictly agree **not** to use CourseRep to steer students away from the Platform.
- You shall not include direct links in your video content, watermarks, or messaging that encourage students to purchase the same course on a competing platform or your personal website (e.g., "Buy cheaper on my website"). Violation of this clause may result in immediate account termination and forfeiture of unpaid earnings.

3. OPERATIONAL MODELS & INTELLECTUAL PROPERTY

Your rights and obligations differ depending on whether you are classified as an "Industry Partner" or a "Marketplace Instructor."

3.1. Classification

- **Industry Partner:** Universities, colleges, academies, and corporate training providers offering structured programs.
- **Marketplace Instructor:** Independent creators, trainers, and professionals offering standalone courses.

3.2. IP Ownership & License

- **Industry Partners:** You retain full ownership of your video content. You grant CourseRep a limited license strictly for hosting, streaming, and delivering the content to enrolled students.
- **Marketplace Instructors:** You retain copyright ownership. However, by uploading to the Marketplace, you grant CourseRep a **perpetual, worldwide, non-exclusive right** to host, distribute, promote, and **bundle/integrate** the content into other CourseRep programs or marketing initiatives.

4. FEE STRUCTURE & REVENUE POLICY

This section establishes the binding Financial Terms and Fee Schedules applicable to your respective Operational Model.

4.1. Industry Partner Model (Fees & Tiers)

If you are an Industry Partner, the following fees apply:

- **A. Platform Setup Fee (One off)**
To establish your dedicated environment, a one-time non-refundable fee of **RM 10,000.00** applies.
 - *Payment & Activation:* This fee is payable in full upon issuance of the first invoice. **Account provisioning, branded login interface, and administrative onboarding** will commence immediately upon confirmation of receipt of payment.
- **B. Platform Fee (Based on Active Learners):**
Calculated based on the number of **Active Learners** (New Users) enrolled during the billing cycle.
 - **1 – 200 Learners:** Platform Fee **15%**
 - **201 – 500 Learners:** Platform Fee **12%**
 - **501+ Learners:** Platform Fee **10%**
- **C. Inactivity Reset Clause:**
If an account remains at **zero (0) active learners for 24 consecutive months**, the Platform Fee automatically resets to the default **15% tier**. To regain reduced fees, you must re-acquire the necessary learner volume.

4.2. Marketplace Model (Revenue Split)

If you are a Marketplace Instructor, your revenue share is determined by the **Source of Student Acquisition**.

- **A. Creator-Brought Students (Self-Marketing):**
 - **You Earn 70%:** When a student enrolls via your specific **Referral Link** or **Referral Code**.
 - **You Earn 60%:** When a student originates from your direct channels (Social Media, Email, Offline) but attribution data is incomplete (no code used), subject to CourseRep's verification.
- **B. Platform-Acquired Students (CourseRep Marketing):**
 - **You Earn 30%:** When a student discovers the course via:
 - (i) CourseRep's organic traffic (SEO, Homepage, Search) without paid ad cost; OR
 - (ii) The CourseRep User Referral Program (where a third-party user refers a new student).
 - **You Earn 20%:** When a student is acquired via CourseRep's paid advertising campaigns (Meta, Google, TikTok Ads).

4.3. Video Hosting & Processing Fee

(a) Standard Rate:

To support cloud storage, transcoding, and bandwidth costs, CourseRep maintains a standard **Video Hosting Fee** of **RM 20.00 per hour** of uploaded content.

(b) Chargeable Event:

The Fee is calculated based on the total duration of the video files submitted. Liability for this fee is incurred **immediately upon the submission** of the content to the Platform, regardless of whether the Course is eventually published or sold.

4.4. Pricing and Promotional Programs

(a) **Base Price:** You are responsible for setting the Base Price of your course. To ensure sustainable platform operations, the Minimum Base Price for any content published on CourseRep shall be RM 39.00, regardless of course duration.

(b) **Promotional Rights:** By participating in the Marketplace, you authorize CourseRep to include your content in platform-wide sales (e.g., "11.11 Sale," "Merdeka Special"), where your course may be offered at a discount of up to **[e.g., 50% or 75%]** off the Base Price.

- (c) **Net Revenue Calculation:** Commission is always calculated based on the **Net Amount Paid** by the student (the discounted price), not the Base Price.
- (d) **Opt-Out:** If you do not wish to participate in automatic discounts, you must opt-out **via email to [info@course-rep.com]**. The email must clearly state your intent to opt-out and will be effective **[48 hours]** after receipt by us. This opt-out may limit your exposure to potential students.

4.5. Referral Program

CourseRep operates a referral program where users ("Referrers") earn a commission for referring new students.

(a) **Fee Structure & Cap:**

The Referral Fee is set at **10%** of the Gross Sales Price of the purchased content, subject strictly to a **Maximum Cap of RM 2,000.00** per transaction.

(b) **Restriction on Own Content (No Double Dipping):**

Instructors are **NOT** eligible to earn a Referral Fee on sales of their **own** Content.

- *Scenario:* If an Instructor shares a link to their own course, this is classified as a "Creator-Brought Sale" under Clause 4.2(A). The Instructor receives the higher Revenue Share (e.g., 70%) but does **not** receive the additional Referral Fee.

(c) **Cost Absorption:** CourseRep shall **fully bear** the cost of the Referral Fee paid to the Referrer.

(d) **No Deduction from Net Revenue:** The Referral Fee is treated as a CourseRep operational expense. It shall **NOT** be deducted from the Net Revenue used to calculate the Instructor's Revenue Share.

- *Effect:* The Instructor's revenue share is calculated on the Net Revenue (Gross Sales Price minus SST only).

(e) **Revenue Tier Classification:**

Pursuant to **Clause 4.2(B)**, the Instructor acknowledges that sales generated via the User Referral Program (where a third-party user refers the student) are classified as **Platform-Acquired Students**.

- *Applicable Rate:* The Instructor shall earn the **Platform-Acquired Commission Rate (30%)** on these transactions, NOT the Creator-Brought Rate (70%).

5. PAYMENT & SETTLEMENT POLICY

This section outlines how funds are transferred. Please read the part that applies to your selected model.

5.1. FOR INDUSTRY PARTNERS (Invoicing Model)

Applicable when YOU collect fees directly from students.

(a) Billing Cycle: On the monthly Cut-Off Date, CourseRep will calculate the total Active Learners and issue an **Invoice** to you for the Platform Fee.

(b) Payment Term: You agree to settle the Invoice within **seven (7) days** of issuance.

(c) Late Payment & Suspension Protocol:

- **Day 3:** First Reminder issued.
- **Day 7:** Second Reminder issued.
- **Day 10:** Final Reminder issued.
- **Day 14 (Auto-Freeze):** If payment is not received by Day 14, the System will **automatically freeze** all user accounts associated with your Partner profile. Access will only be restored upon full settlement of outstanding invoices.

(d) Special Case (Platform Collection):

- If a student pays CourseRep directly for an Industry Partner course, CourseRep acts as a collection agent. CourseRep will remit the **Net Revenue** to you within **7 to 14 days** after receiving the student's payment.
- **Net Revenue Definition:** For the purpose of this clause, Net Revenue is calculated as:
[Gross Course Fee Collected] MINUS [Platform Fee + SST on Platform Fee].

5.2. FOR MARKETPLACE INSTRUCTORS (Payout Model)

Applicable when CourseRep collects fees from students.

(a) Collection: Students pay the Course Fee directly to CourseRep.

(b) Payout Schedule: CourseRep will process your Payout (Profit Share + Referral Rewards) within **seven (7) days** after the monthly Cut-Off Date.

(c) Refund Clawback: If a student requests a refund under the Platform's Refund Policy, the corresponding commission will be deducted from your next Payout. In the event there is no upcoming Payout, CourseRep reserves the right to issue an invoice for the clawback amount, which must be settled within the stipulated payment terms.

6. STUDENT ENGAGEMENT & "TAKEOVER" POLICY

To ensure compliance with Consumer Protection standards, CourseRep enforces strict response time protocols.

6.1. Response Obligation

You agree to respond to enrolled student inquiries within **48 hours**.

6.2. Failure to Respond & The "Takeover"

If a student inquiry remains unanswered:

1. **Reminder:** CourseRep will send an email reminder to you.
2. **The Takeover:** If you fail to respond within **24 hours** of the reminder, CourseRep reserves the right to intervene and resolve the query directly.
3. **Penalty:** The specific student associated with the inquiry will be automatically re-categorized as "**Platform Managed.**" Regardless of the original acquisition source, **future revenue from this student will be calculated at the lowest tier (20% to Creator)** to account for the administrative and operational support provided by the CourseRep.

7. PAYMENTS & TAXATION

7.1. Payout Schedule

The Platform Provider calculates revenue on a monthly cycle. The "**Cut-Off Date**" for each cycle shall be the **30th day of each calendar month**.

- The calculated revenue shall include all cleared transactions occurring from the 1st day of the same month up to and including the Cut-Off Date.
- The Platform Provider shall remit the Marketplace Instructor's share of the Net Revenue (including any applicable Referral Rewards) to the Marketplace Instructor's nominated bank account within **seven (7) days** following the Cut-Off Date.

7.2. Refunds

In compliance with the **Consumer Protection Act 1999**, if a refund is validly issued to a student, the corresponding revenue share previously credited to you will be deducted from your next payout. In the event there is no upcoming payout,

CourseRep reserves the right to issue an invoice for the refundable amount, which must be settled within the stated payment terms.

7.3. Tax & Withholding

- You are responsible for declaring your own income to LHDN.
- Non-Residents:** If you are a non-Malaysian resident instructor, CourseRep will withhold the applicable **Withholding Tax** (10% on royalties/services) and remit it to LHDN as required by law.

7.4. Sales and Service Tax (SST)

(a) Applicability:

CourseRep shall charge Sales and Service Tax (SST) in accordance with the *Service Tax Act 2018* based on its registration status.

- Prior to SST Registration:** No SST will be charged on Platform Fees or commissions, or taxable services.
- Effective from SST Registration Date:** Upon CourseRep becoming a registered company under the Act, SST at the prevailing rate (currently 8% or as mandated by Customs) will be strictly applicable to all taxable services.

(b) Exclusion from Revenue Split (Marketplace Model):

Regardless of the implementation date, the Instructor agrees that the Revenue Share calculation is always based on **Net Revenue**.

- Definition:** Net Revenue = [Gross Sales Price] **MINUS** [SST collected].
- Calculation Examples:**
Assumptions: Base Course Price RM 100.00 | Referral Active (User A referred User B) | Classification: Platform-Acquired (30%)

CALCULATION STEP	POST-SST REGISTRATION
A. Student Pays (Total)	RM 108.00 (Base + 8% SST)
B. Less: SST	(RM 8.00)
C. NET REVENUE	RM 100.00
D. Instructor Share (30%)	RM 30.00

(c) Invoicing (Industry Partner Model):

For Industry Partners receiving invoices from CourseRep (e.g., for Platform Fees or Upload Fees), SST shall be **added** to the invoice amount and shall be payable by the Industry Partner.

8. REGULATORY COMPLIANCE (EDUCATION)

Unless you are a registered Private Higher Education Institution (IPTS) under the **Private Higher Education Institutions Act 1996**, you must **not**:

- Issue "Degrees" or "Diplomas" that imply accreditation by the Malaysian Qualifications Agency (MQA).
- Use the title "University" or "College" in your course name without written approval from the Ministry of Higher Education.

9. TERMINATION & SUSPENSION

CourseRep reserves the right to suspend or terminate your account immediately if:

- You breach any clause of this Policy.
- We receive a court order or instruction from Malaysian authorities (e.g., MCMC, PDRM).
- Your content receives excessive refund requests.

9. INDEMNITY & LIMITATION OF LIABILITY

You agree to indemnify CourseRep against any claims, damages, or legal costs arising out of your breach of this Policy or violation of any law (including Copyright or PDPA). To the fullest extent permitted by law, CourseRep shall not be liable for indirect damages or loss of profits arising from your use of the Platform.

10. DISPUTE RESOLUTION

This Policy shall be governed by the laws of **Malaysia**. Any dispute shall first be attempted to be resolved amicably. Failing which, the dispute shall be referred to the **Arbitration Court** in Kuala Lumpur.

SCHEDULE A: INSTRUCTOR QUALIFICATION & STANDARDS POLICY

1. OBJECTIVE

This Policy sets out the minimum requirements for Instructors to list and conduct courses on the CourseRep Platform. CourseRep recognizes that effective training requires a balance of academic knowledge and practical industry experience.

2. CLASSIFICATION OF PROGRAMS

The Instructors shall classify their Content into one of the following tracks:

- **PATHWAY A: ACADEMIC PROGRAM** (University Degrees/Academic Diplomas).
- **PATHWAY B: PROFESSIONAL DEVELOPMENT PROGRAM**
 - **Sub-Category B1: Short Courses, Micro-Credentials, Professional Certificates.**
 - **Sub-Category B2: Professional Diplomas** (Structured, long-term executive education or vocational programs).

3. QUALIFICATION STANDARDS MATRIX

Role	Responsibilities	Pathway A: Academic (University Standards)	Pathway B: Professional Development (Industry Standards)
Tutor / Instructor	Delivering content, lesson planning, learner support, interpreting learning outcomes, classroom management.	<ul style="list-style-type: none"> • Minimum one level above the program being taught (e.g., Master's for Bachelor's) • Valid Teaching Permit • At least 6 months academic lecturing experience 	<p><u>For Sub-Category B1:</u></p> <ul style="list-style-type: none"> • TTT: Not Required (Preferred). • Subject Matter Expert (SME) • Minimum 3 years industry experience <p><u>For Sub-Category B2:</u></p> <ul style="list-style-type: none"> • HRD Corp TTT (Train-The-Trainer) Certified (or Exempted/Accredited equivalent) • Minimum 5-10 years industry experience
Assessor	Designing assessments, grading submissions, giving feedback, developing marking schemes.	<ul style="list-style-type: none"> • Minimum one level above the program being assessed (e.g., Master's for Bachelor's) • CourseRep/MQA Assessor Certification • Minimum 2 years subject-matter experience 	<p><u>For Sub-Category B1:</u></p> <ul style="list-style-type: none"> • Instructor self-assessment is permitted, provided a rubric is used. <p><u>For Sub-Category B2:</u></p> <ul style="list-style-type: none"> • Certified Assessor (e.g., VTO/SKM) OR Industry Lead with TTT • Minimum 5-10 years industry experience

4. EXCEPTION

CourseRep reserves the right to waive specific qualification requirements for "Subject Matter Experts" (SMEs) who demonstrate exceptional reputation or achievement (e.g., C-Level Executives, Award-Winning Creatives, or Specialized Artisans) but lack formal certification.

5. VERIFICATION

The Instructor must submit the following to CourseRep upon request:

- (a) CV / Resume.
- (b) Copy of highest Academic Certificate **OR** HRD Corp TTT Certificate.
- (c) Portfolio or evidence of past training experience.