

Terms of Service

The Securities Industry Development Corporation (now referred to as the "SIDC", "us", "we", "our") has created the Competency Management System ("CMS") via cms.sidc.com.my ("Website"), the Self-Assessment Tool, My Development Plan, the Overall Course Listing and other products and services which may be offered therefrom from time to time collectively with the Website ("Services").

The Services may be used in different ways by different categories of Users you are registered under i.e. Individual User(s), Corporate User(s) and Training Provider(s). By accessing the Website and/or using the Services, you confirm that you, either for yourself and on behalf of the entity that is identified as the account holder, have reviewed, understand and agree to be bound by these terms which will constitute the agreement between you and SIDC ("**Agreement**").

SIDC HEREBY RESERVES THE RIGHT AND DISCRETION TO CHANGE, MODIFY, AMEND OR UPDATE ALL OR ANY PARTS OF THE AGREEMENT FROM TIME TO TIME WITHOUT PRIOR NOTICE SINCE YOUR LAST VISIT AND/USE OF THE SERVICES. IT IS YOUR RESPONSIBILITY TO REVIEW ANY CHANGES MADE TO THE AGREEMENT. YOUR USE OF THE SERVICES, AFTER ANY AMENDMENTS OR UPDATES MADE TO THE TERMS HEREIN SHALL SIGNIFY YOUR ASSENT AND ACCEPTANCE TO SUCH REVISED AGREEMENT.

A. DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

"Corporate User(s)" refers to any company or corporate entity who registers, subscribes, uses and accesses the Websites and/or Services for the purpose of its employees.

"Fees and Benefits" refers to the fees and benefit prescribed by the SIDC to Users for the Services provided as set out below in para **K FEES AND BENEFITS** of the Terms of Service.

"My Development Plan" refers to an Individual User(s) personalised development advisor which is based on the results of his/her Self-Assessment Tool competency report which includes suggested Training & Courses for competencies with gaps as well as self-directed learning elements such as Reflect & Develop, Mind Boosters and On-the-Job Activities.

"ICF" means SIDC's Industry Competency Framework repository of the Malaysian capital market.

"Individual User(s)" refers to an individual user who registers, logs in and accesses the Website and/or Services for the purpose of self-assessment and self-directed learning and development.

"Self-Assessment Tool" refers to the self-assessment sets within the CMS which comprises of assessment scenarios and responses based on the ICF job roles, proficiency levels across the relevant regulated activities.

"Training Provider(s)" refers to the training providers who are registered and approved by the SIDC CMS administrator to have their course(s) listed in the Training and Courses of an Individual User(s) My Development Plan or Overall Course Listing.

"Overall Course Listing" refers to all of the Training & Courses submitted by the Training Provider(s) and approved by the SIDC CMS administrator to be listed in the Website.

"Users" collectively refer to Corporate User(s), Individual User(s) and Training Providers and each are referred to as **"User"**.

“**User Content**” refers to information posted by Users in any form of data, text, images, photographs, video, audio and graphics that are available on the Website.

“**Website Content**” refers to all information provided by or related to the Users, the Self-Assessment Tool, Individual User(s), My Development Plan and any other information contained in the Website including but not limited to any data, report, information, text, images, data, links, or other material posted on the of the Website which Users may have access to , whether created by us or provided by a third party for display on the Website.

B. ACCOUNT REGISTRATION

1. The Services may be used in different ways by different categories of User(s) you are registered under i.e. Individual User(s), Corporate User(s) and Training Provider(s).

2. Individual User(s) - Registration/Login

To create an Individual User account, you must enter your full name, e-mail address, NRIC/Passport No and password (“Password”). You agree to only use accurate and complete registration information and acknowledge that you may be required to verify your email address or other information to activate the account.

3. Corporate User(s) - Registration/Login

To create and subscribe for a Corporate User account, the contact person must enter the company or corporate entity name, company or corporate entity registration number, authorised Corporate User e-mail address and password (“Password”). You agree to only use accurate and complete registration information and acknowledge that you may be required to verify your email address.

4. Training Provider - Registration/Login

The create a Training Provider account, you will subject to an approval process that is set out in para **F. TRAINING PROVIDER REGISTRATION AND COURSE LISTING** of this Terms of Service. The contact person must enter the company or corporate entity name, company or corporate entity registration number, authorised Corporate User e-mail address and password (“Password”). You agree to only use accurate and complete registration information and acknowledge that you may be required to verify your email address.

5. SIDC reserves the right to refuse registration of, or cancel any registration in its sole discretion. Users are solely responsible for activities that occurs on your User account and shall be responsible for maintaining the confidentiality of your Password. We will not be liable for any loss or damage arising from your failure to comply with these requirements.
6. You agree to never use another User account and to immediately notify SIDC of any unauthorised use of your account, or other account related security breach of which you are aware.
7. You further acknowledge that the Services uses the Internet and other, third-party networks, and that, accordingly, we cannot and do not make any representation or warranty concerning security of any communication to or from the Services or any representation or warranty regarding the interception by third parties of personal or other information.

B. PAYMENT TERMS

1. You shall pay to SIDC the fees set forth for the Services. All amounts to be paid to SIDC under the Agreement shall be paid in Malaysian Ringgit.
2. All sales are final and strictly no cancellation or reimbursement will be made under any circumstances by SIDC.
3. You further agree to pay and be responsible for any taxes and duties imposed by Malaysian government because of the license granted to you, or of your use of the Services, pursuant to this Agreement.

C. VOUCHERS

1. Any vouchers purchased by you through the System can only be used towards the purchase of Services, and not in conjunction with any services and/or products offered by SIDC elsewhere.
2. All vouchers have a serial code allocated, allowing the voucher to be only used for one assessment.
3. Vouchers are valid for 12 months from the date they are purchased and any unused vouchers will not be refunded or credited when it expires.
4. As a Corporate User, you are fully responsible for distributing the purchased vouchers to your individual employees and maintaining the security of such voucher codes. SIDC will not be responsible to verify whether the use of such purchased vouchers are authorised by the Corporate User or otherwise.

D. USER RESPONSIBILITIES

1. You may only use the Services in accordance with this Agreement and agree to cooperate with SIDC in connection with the performance of this Agreement as may be necessary.
2. You shall not provide any infringing, offensive, fraudulent or illegal content in connection with the Service, and represent and warrant that any content you provide will not violate any intellectual property rights of any third party.
3. SIDC reserves the right, in its sole discretion, to delete or disable any content submitted by you that may be infringing, offensive, fraudulent or illegal. You further agree not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the Services and/or Website.
4. You explicitly acknowledge and agree that the Website Content is confidential materials of SIDC ("**Confidential Information**").
5. You agree to preserve the confidentiality of Confidential Information and not to disclose all or any part of such information to any third-party individual or entity. In addition, you agree that no reproduction of the Confidential Information which may be made by any means, including, but not limited to, printing, photocopying, reconstruction through memorisation, and/or dictation.

E. USER CONTENT

1. You acknowledge that the User Content including the use of the Website and/or Services requires that you share with SIDC certain information which may include your personal data and information.
2. The collection and use of any personal data by the respective Users and SIDC will be subjected to privacy policy stated below ("**Privacy Policy**"). You acknowledge that you have reviewed the Privacy Policy and agree to its terms.
3. Where there is collection of personal data and/or use of User Content by the Corporate Users, Training Providers, other third parties and/or you, it is a direct transaction between Corporate User and its employees, the Training Providers and/or any other third party and you and does not involve SIDC in any way.
4. SIDC will not be responsible to manage or monitor the collection of User Content and for the manner in which User Content is collected or used by the Corporate Users, Training Providers and/or any third party.
5. SIDC expressly disclaims any liability, claims or disputes that may arise from the use, process or collection of User Content by the Corporate Users, Training Providers and/or any third party and you, as Users agree that SIDC shall have no liability in respect of such dispute and release SIDC from any and all claims, demands or damages (whether actual or consequential) arising out of or in any way related with such disputes.

F. TRAINING PROVIDER REGISTRATION AND COURSE LISTING

1. For the purpose of being registered as a Training Provider in the System, you shall be required to submit the relevant information relating to your company/corporate entity, or any other information as requested by SIDC for approval by the SIDC CMS administrator.
2. Once SIDC has approved you as a Training Provider, you will be allowed to submit courses for listing in the System which is also subject to approval by the SIDC CMS administrator and the prescribed payment per course. Once the course has been approved and payment received by SIDC, the course it will be listed in the System for the period as set out in the Fees and Benefits table I.

G. SECURITY & AVAILABILITY OF WEBSITE AND/OR SERVICES

1. SIDC shall not be responsible or liable in any manner for any User Content available on or through the Services, whether made available or caused to be made available by the User or by any of the technology associated with or utilized in the Services.
2. The Website and/or Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration thereof. We are not responsible for any problems or technical malfunction, including, without limitation, any problem or malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or persons, traffic congestion on the Internet or at any web site (including the those in the Services) or combination thereof. We may periodically add or update the information and materials on the Services without notice.

H. INTELLECTUAL PROPERTY

1. You acknowledge that SIDC owns all intellectual property rights in and to the Services and any information contained thereon. You further acknowledge that this Agreement does not provide any ownership rights to you and SIDC shall retain all rights in the Services and related information. SIDC reserves all rights to prevent any unauthorized reproduction or copying of the Services and related information, including the pursuit of its rights in court and to seek all remedies available without further notice.
2. You agree that nothing contained in this Agreement will be construed as conferring any right to use in advertising, publicity (including press releases) or other promotional activities any name, trade name, trademark, service mark or other designation of SIDC (including any contraction, abbreviation or simulation of any of the foregoing) without the prior written approval of SIDC.

I. INDEMNIFICATION, DISCLAIMER & LIABILITY

1. You agree to defend, indemnify and hold harmless SIDC, from and against any and all losses, liabilities, damages, settlement amounts, and reasonable attorneys' fees, disbursements and costs arising from any actions, suits, threats, allegations, demands or claims brought by any third party resulting from or relating to (a) your use of the Website and/or Services; (b) a breach of any of your representations, warranties, covenants or agreements contained herein, or (c) a violation of law by you in connection with this Agreement.
2. Except as explicitly provided in this Agreement, the Website and/or the Services are provided 'As-Is' without any warranties of any kind, including that the Website and/or Services will work for its intended purpose. SIDC hereby disclaims all warranties, express or implied, including without limitation, all implied warranties, terms and conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement with respect to the Website and/or Services. To the maximum extent permitted by law, SIDC accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the Services including the use of the Web Site. Users should be aware that they use the Web Site and Services at their own risk. Notwithstanding the above, the maximum liability of SIDC to you for any and all claims under this Agreement shall not exceed RM1000.00.

J. TERMINATION

1. You acknowledge that SIDC in its sole discretion may terminate this Agreement and/or your access to the Website and/or Services at any time, with or without notice to you.
2. Termination of your access to the Services may result in the deletion of all of your data or information, and we will not be obligated to provide any backup or retrieval of the same.
3. Upon the expiration or termination of this Agreement, the obligations which by their nature are intended to survive shall survive including without limitation, those set forth in Clauses D, F & G herein.

K. FEES AND BENEFITS

| | Corporate Users | Individual Users |
|--|---|--|
| Subscription Fee | Basic View and Premium View <i>SIDC reserves the right to revise after the Introductory Period</i> | n/a |
| Individual Self-Assessment Fee | RM50 per Voucher | RM80 per Voucher |
| Introductory Fees <ul style="list-style-type: none"> • <i>Voucher is valid for 12 months</i> • <i>Individual Users have 3 months to complete Self-Assessment Set from the Voucher redemption date</i> | <p>Subscription Fee (Premium View): RM1000</p> <p>Individual Self-Assessment Fee:</p> <ul style="list-style-type: none"> • 1 to 300 vouchers – RM50.00 • 301 to 500 vouchers – RM47.50 (5% discount) • 501 and above – RM45.00 (10% discount) <p>Introductory Period: Valid until 31 December 2019</p> | <p>RM50 per Voucher</p> <p>Introductory Period: Valid until 31 May 2019</p> |
| Benefit(s) | <p>Basic View</p> <p>One (1) Corporate User account access to:</p> <ol style="list-style-type: none"> 1. Purchase Voucher(s) 2. Dashboard <ul style="list-style-type: none"> • Pending Voucher • Completed/Not Completed Assessment 3. Employee(s) Individual Assessment Report 4. Overall CMS Course Listing <p>Premium View</p> <p>One (1) Corporate User account access to:</p> <ol style="list-style-type: none"> 1. Purchase Voucher(s) 2. Dashboard <ul style="list-style-type: none"> • Pending Voucher • Completed/Not Completed Assessment 3. Employee(s) Individual Assessment Report 4. Overall CMS Course Listing <p><i>Additional Benefits</i></p> <p>Dashboard - Overall Employees Competency Report</p> <ul style="list-style-type: none"> • Competencies with Highest Gap • Competencies with Highest Score | <p>Individual User account access to:</p> <ol style="list-style-type: none"> 1. Purchase Voucher(s) 2. Take Self-Assessment 3. Individual Assessment Report 4. Individual Development Plan <ul style="list-style-type: none"> • Reflect & Develop • Mind Boosters • On-the-job Activities • Training & Courses 5. Overall CMS Course Listing |
| Other Benefit(s) | HRDF claimable | |

| | Training Providers |
|---------------------------|--|
| Registration Fee | n/a |
| Course Listing Fee | RM500 per Course/Programme Listing for 12 months Standard Period: All courses submitted and approved in 2019 |
| Introductory Fee | Training Providers that attended the awareness session on 17 January 2019: FREE course listing for a maximum of 3 courses, provided submission is in February 2019 and listing will be for 12 months |
| Benefit(s) | One (1) Training Provider account* access to: 1. List courses* for: <ul style="list-style-type: none"> • Linking to Individual Development Plan • Overall CMS Course listing 2. No. of expressions of interest for listed courses 3. <i>*registration and listing subject to CMS Admin approval and listing of courses for 6 months</i> |

L. MISCELLANEOUS

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral.
2. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by you and SIDC.
3. You represent and warrant you have the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of any company or entity is (are) authorised to do so.
4. This Agreement shall be governed by the laws of Malaysia and the courts within Malaysia shall have exclusive jurisdiction over any issues regarding the interpretation or enforcement of this Agreement.
5. If any section of this Agreement is found to be unenforceable or invalid, that section will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
6. Any failure from SIDC to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision in that or any other instance.
7. The Agreement shall enure to the benefit of, and be binding upon, parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CMS Privacy Policy

The Securities Industry Development Corporation (now referred to as “**SIDC**”, “**our**”, “**us**” or “**we**”) has created the Competency Management System (“**CMS**”) and is the owner of www.cms.sidc.com.my and all of its subdomains or subpages (the “**Website**”).

SIDC provides the Self-Assessment Tool, the My Development Plan and other products and services which may be offered therefrom from time to time collectively with the Website (“**Services**”). By logging in accessing the Website and using the Services, you represent that you have read, understood and accepted the terms and conditions of this Policy and the Terms of Service found here. Unless otherwise defined in this Policy, capitalised terms used in this Policy shall have the respective meaning set out in the Terms of Service.

This privacy policy (“**Policy**”) is provided in accordance with the Personal Data Protection Act 2010 (“**PDPA**”) and shall be binding between SIDC and you as user of the Website and Services. For the purpose of this written notice, the terms “personal data” and “processing” shall have the meaning prescribed in the PDPA.

A. Scope of this Policy

1. We take your privacy very seriously and are committed to protecting your privacy and providing you with means to safely use the Website and our Services. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.
2. This Policy sets out how we collect, use and protect any personal data which you have provided to us through the Website and Services (“**Collected Data**”) and you hereby consent to the processing of the Collected Data in order for us to provide the Services to you effectively.

B. Retention, Use and Storage of Collected Data by SIDC

1. We require the Collected Data from you to provide the best possible service and experience when using our Services and the Website for the following reasons, including without limitation:
 - to operate the Services and provide the Services to you;
 - to enable us to contact you;
 - to improve the content and quality of our Services;
 - for our internal account handling, business and administrative purposes; and
 - to conduct internal activities such as market surveys, trend analysis, data analytics to improve our products and services;
 - for you to receive from us a variety of marketing communications, including but not limited to newsletters, emails and text messages (the “**Marketing Communications**”), that will include service updates, product advertising and offers related to our Services which we believe you may be interested in; and
 - for you to receive some important service information that we believe is critical to the use of our Services.
2. We store the Collected Data in a combination of secure computer storage facilities and other records. To safeguard the Collected Data, all electronic storage and transmission of personally identifiable information are secured with appropriate security technologies.

3. Aside from Marketing Communications, please note that from time to time, you may receive some important service information that we believe is critical to the use of our Services. In these exceptional circumstances, such information will be sent to you regardless of your Marketing Communications preferences.

C. Sharing of Collected Data

1. We may disclose or share the Collected Data from you to parties such as the banks, regulatory and governmental bodies or agencies, service providers and any third party requested or authorised by you for the purpose of or in relation to the Services.
2. The above disclosure or sharing of the Collected Data will be undertaken for example in the following circumstances:
 - where third party companies perform services for us, including but not limited to email delivery, hosting and payment processing, or for the purpose of providing you with the Services that you request from us. However, these companies will only be entitled to use your personal information in order to provide the services requested by us or as may be required by law; or
 - where third parties, including but not limited to Training Providers, require your personal data to provide their services which form part of the Services provided by us; or
 - where necessary to enforce the Terms of Service, to protect the safety of our users and third parties, to protect our rights and property and the rights and property of other users and third parties, or in other cases if we believe in good faith that disclosure is required by law; or
 - your consent has been obtained for disclosure.

D. Use of Cookies

1. The Website may place and access certain cookies on your computer and/or any other electronic device used to access the Website. We use cookies to improve your experience using the Website and to improve the efficacy of our Services. We have carefully chosen these cookies and had taken steps to ensure that your privacy is protected and respected at all times.
2. Users of the Website are advised that if they wish to deny the use and saving of cookies from this Website onto their computers and/or other electronic devices, they should take the necessary steps within their internet browsers' security settings to block all cookies from this Website.
3. You can choose to delete the cookies at any time. However, you may lose any information that enables you to access the Website more quickly and efficiently including but not limited to personalisation settings.

E. External Websites

1. The Website may contains links to external websites hosted by third party providers. We make no representations as to the quality, suitability, functionality or legality of the material on external websites that are linked to, or to any goods and services available from, such websites. We do not monitor or investigate such external websites and accept no responsibility or liability for any loss arising from the content or accuracy of the material and any opinion expressed in the material should not be taken as our endorsement, recommendation or opinion. This Policy does not extend to your use of such external websites. You are advised to read the privacy policy or statement of such external websites prior to using them.

F. Changes to this Policy

1. We may revise this Policy from time to time and at our sole discretion. Although most changes are likely to be minor, we encourage visitors to frequently check this page for any changes to the Policy. Your continued use of this Website and the Services after any changes are made shall imply that you are aware of the changes in this Policy and shall constitute your deemed acceptance of such changes.

G. Further Information

1. For more information about the Policy, or to advise us if you think your personal information is inaccurate, incomplete or out of date or to enquire generally about privacy matters, please contact:

| | |
|-------------------|---|
| Telephone Number: | 603 - 6204 8529 |
| Mailing Address: | Securities Industry Development Corporation (SIDC) No. 3, Persiaran Bukit Kiara Bukit Kiara 50490 Kuala Lumpur |
| Email Address: | pdpa@sidc.com.my |

2. In accordance with the PDPA:
 - a. we may charge a prescribed fee for processing your request for access or correction; and
 - b. we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.