

## CMS 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](https://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 WEBSITE AND/OR 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 L: 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 that 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 to have their course(s) listed in the Website.

**"Overall Course Listing"** refers to all of the training & courses submitted by the Training Provider(s) and approved by the SIDC 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

To create a Training Provider account, you will subject to an approval process that is set out in Para G: 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.

### **C. 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.

### **D. VOUCHERS**

1. Any vouchers purchased by you through the Website 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 the period set out in the Fees and Benefits table below 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.

### **E. 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.

### **F. 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 User(s), 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.

#### **G. TRAINING PROVIDER REGISTRATION AND COURSE LISTING**

1. For the purpose of being registered as a Training Provider in the Website, 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.
2. Once SIDC has approved you as a Training Provider, you will be allowed to submit courses for listing in the Website which is also subject to approval by the SIDC and the prescribed payment per course. Once the course has been approved and payment received by SIDC, the course will be listed in the Website for the period as set out in the Fees and Benefits table I.

#### **H. 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. SIDC does not guarantee that you will have access to the Website and/or Services. The Website and/or Services may be temporarily unavailable from time to time for maintenance or other reasons. You may experience interruption to the Services and SIDC will not be liable to you if you suffer loss or damage as a result of these interruptions.
3. 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, the acts or omissions of third party, operators, service providers, contractors or agents whom we may use to perform any part of the Service(s), any problem or malfunction of any telephone network or lines, computer online systems, servers, 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.

## **I. 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.

## **J. INDEMNIFICATION, DISCLAIMER & LIABILITY**

1. By accessing and using the Website and/or Services, you agree to waive and hold SIDC harmless from any claims relating to any action taken by SIDC including the refusal, removal, modification or denial of access to Website and/or Services, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of this Terms of Service.
2. 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.
3. 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.
4. To the maximum extent permitted by law, SIDC will not be liable and accepts no liability to You for any claims brought by you or any third party for any direct or indirect loss or damage or for interrupted or suspended Services 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 RM150.00 in total.

## **K. 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 Para E: USER RESPONSIBILITIES, Para F: USER CONTENT, Para I: INTELLECTUAL PROPERTY and Para J: INDEMNIFICATION, DISCLAIMER & LIABILITY herein.

**L. FEES AND BENEFITS**

1. For Corporate User(s) and Individual User(s)

Subject Matter	Corporate User(s)	Individual User(s)
<b>Subscription Fee</b>	<p><b>Basic View and Premium View</b>  <i>SIDC reserves the right to revise the subscription fees</i></p> <p><b>Subscription Fee (Premium View):</b> RM1000</p> <p><b>Subscription Period (Basic or Premium View):</b> 12 months from registration</p>	n/a
<b>Individual Self-Assessment Fee</b>	<p>RM50 per Voucher</p> <ul style="list-style-type: none"> <li>• 1 to 300 vouchers – RM50.00</li> <li>• 301 to 500 vouchers – RM47.50 (5% discount)</li> <li>• 501 and above – RM45.00 (10% discount)</li> </ul>	RM50 per Voucher

<p><b>Benefit(s)</b></p> <ul style="list-style-type: none"> <li>• <i>Voucher is valid for 6 months from the date of purchase/the date the free vouchers are assigned to Corporate Users</i></li> <li>• <i>Individual Users have 3 months to complete Self-Assessment Set from the Voucher redemption date</i></li> <li>• <i>Corporate Users can access Employee(s) Individual Assessment Report only upon employee completing assessment of all 4 competency types</i></li> </ul>	<p><b>Basic View</b> One (1) Corporate User account access to:</p> <ol style="list-style-type: none"> <li>1. Purchase Voucher(s)</li> <li>2. Dashboard <ul style="list-style-type: none"> <li>• Pending Voucher</li> <li>• Completed/Not Completed Assessment</li> </ul> </li> <li>3. Employee(s) Individual Assessment Report</li> <li>4. Overall CMS Course Listing</li> </ol> <p><b>Premium View</b> One (1) Corporate User account access to:</p> <ol style="list-style-type: none"> <li>1. Purchase Voucher(s)</li> <li>2. Dashboard <ul style="list-style-type: none"> <li>• Pending Voucher</li> <li>• Completed/Not Completed Assessment</li> </ul> </li> <li>3. Employee(s) Individual Assessment Report</li> <li>4. Overall CMS Course Listing</li> </ol> <p><i>Additional Benefits</i> Dashboard - Overall Employees Competency Report</p> <ul style="list-style-type: none"> <li>• Competencies with Highest Gap</li> <li>• Competencies with Highest Score</li> </ul>	<p>Individual User account access to:</p> <ol style="list-style-type: none"> <li>1. Purchase Voucher(s)</li> <li>2. Take Self-Assessment</li> <li>3. Individual Assessment Report</li> <li>4. Individual Development Plan <ul style="list-style-type: none"> <li>• Reflect &amp; Develop</li> <li>• Mind Boosters</li> <li>• On-the-job Activities</li> <li>• Training &amp; courses</li> </ul> </li> <li>5. Overall CMS Course Listing</li> </ol>
<p><b>Other Benefit(s)</b></p>	<p>HRDF claimable</p>	

2. For Training Provider(s)

Subject Matter	Training Provider(s)
Registration Fee	n/a
Course Listing Fee	<p>RM500 per Course/Programme Listing for 12 months</p> <p><b>Standard Period:</b> All courses submitted and approved in 2020</p>
Benefit(s)	<p>One (1) Training Provider account* access to: List courses* for: Linking to Individual Development Plan Overall CMS Course listing No. of expressions of interest for listed courses</p> <p><i>*registration and listing subject to CMS Admin approval and listing of courses for 6 months</i></p>

**M. 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. 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.
3. 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.
4. 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.
5. 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.
6. The Agreement shall enure to the benefit of, and be binding upon, parties hereto and their respective heirs, executors, administrators, successors, and assigns.