

Terms and Conditions of Use for PIDM Industry Portal and PIDM e-Box

1. General

- 1.1 Welcome to the PIDM Industry Portal and the PIDM e-Box provided by PIDM, which you may access from <https://industryportal.pidm.gov.my> and <https://ebox.pidm.gov.my> respectively. Please read these Terms and Conditions of Use that govern the use of the PIDM Industry Portal and the PIDM e-Box, as well as our Privacy Notice as set out on our website at <https://www.pidm.gov.my/en/privacy-notice> carefully before you use the PIDM Industry Portal and the PIDM e-Box. By accessing any part of the PIDM Industry Portal or the PIDM e-Box, you shall be deemed to agree to be bound by these Terms and Conditions of Use and our Privacy Notice.
- 1.2 PIDM may update or modify these Terms and Conditions of Use at any time at our sole discretion and without prior notice to you, by posting the revised Terms and Conditions of Use at our website at <https://www.pidm.gov.my>. Any revised Terms and Conditions of Use will be applicable from the time of posting at our website. Your use of the PIDM Industry Portal or the PIDM e-Box following any such posting of the revised Terms and Conditions of Use constitutes your unconditional agreement to follow and be bound by the Terms and Conditions of Use as changed.

2. Definitions

Whenever used in these Terms and Condition of Use, the following words and terms shall have the meanings set out below:

“**MI**” means a member institution as defined in the PIDM Act;

“**MIALO**” means any person nominated by an MI as the Member Institution Administrative Liaison Officer for the purposes of performing the roles and responsibilities in accordance with the user manual issued by PIDM and who will access or use the PIDM Industry Portal and the PIDM e-Box as the MIALO;

“**MIPLO**” means any person nominated by an MI as the Member Institution Primary Liaison Officer for the purposes of performing the roles and responsibilities in accordance with the user manual issued by PIDM and who will access or use the PIDM Industry Portal and the PIDM e-Box as the MIPLO;

“**MIOfficer**” means any person nominated by an MI as the Member Institution Officer for the purposes of performing the roles and responsibilities in accordance with the user manual issued by PIDM and who will access or use the PIDM Industry Portal and the PIDM e-Box as the MIOfficer;

“**PIDM Act**” means Akta Perbadanan Insurans Deposit Malaysia 2011, which includes regulations, orders, rules, guidelines, directives, notes and other subsidiary legislation made pursuant to the PIDM Act, as may be amended from time to time;

“**PIDM e-Box**” means the secured channel that is integrated to the PIDM Industry Portal and uses a 2-tier authentication for the transmission of large and confidential data from the MIs to PIDM;

“PIDM Industry Portal” means PIDM’s online portal that enables submissions of information and documents (including any letter, report, form, returns and action plan) by the MIs to PIDM, as required by PIDM from time to time;

“PIDM”, “us”, “we” or “our” means Perbadanan Insurans Deposit Malaysia;

“Terms and Conditions of Use” means these terms and conditions of use for the PIDM Industry Portal and the PIDM e-Box; and

“User”, “you” or “your” means any person nominated by an MI to access or use the PIDM Industry Portal or the PIDM e-Box, including the MIALO, the MIPLO and the MIOfficer.

3. Disclaimer

- 3.1 The access to and use of the PIDM Industry Portal or the PIDM e-Box is at the User’s sole risk. While PIDM endeavours to publish information or material as timely and accurate as possible, PIDM makes no representations or warranties of any kind with regard to the PIDM Industry Portal or the PIDM e-Box and its content as well as the information and material contained in the PIDM Industry Portal or the PIDM e-Box, and shall not be responsible for any consequential effect, nor be liable for any loss or damage, howsoever caused.
- 3.2 PIDM may perform preventive, scheduled or ad-hoc maintenance services on the PIDM Industry Portal and the PIDM e-Box from time to time which may result in an interruption or a delay in the access or use of the PIDM Industry Portal and the PIDM e-Box by the User. For such maintenance services, PIDM may provide prior notification to the MI or the User by posting the notification at our website at <https://www.pidm.gov.my> or at the PIDM Industry Portal. PIDM accepts no responsibility or liability for any interruption or delay in the access to and use of the PIDM Industry Portal or the PIDM e-Box.
- 3.3 To the fullest extent permitted by applicable law, PIDM provides the access to and use of the PIDM Industry Portal and the PIDM e-Box to the MI and the User on an as is basis, and disclaim all warranties and conditions, either expressed, implied or statutory, including but not limited to, any express, implied or statutory warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of the security, of without software bugs, defects or errors, of lack of viruses, and of lack of negligence, all with regard to the access to and use of the PIDM Industry Portal and the PIDM e-Box. Without prejudice to the foregoing, PIDM does not warrant that the PIDM Industry Portal and the PIDM e-Box shall be compatible, able to integrate or usable in tandem with the hardware, software or system of the MI. PIDM may, but shall not be obliged to, offer or provide support and maintenance with regard to the PIDM Industry Portal and the PIDM e-Box, with or without fees or charges.

4. Intellectual Property

- 4.1 Unless otherwise stated, all materials contained in the PIDM Industry Portal and the PIDM e-Box, including design, text and images as well as any software programmes or contents available on the PIDM Industry Portal and the PIDM e-Box are protected by copyright, trademark or other proprietary rights owned by PIDM. No part of the PIDM Industry Portal and the PIDM e-Box may be reproduced or stored in any other platform or be included in any other platform or be included in any public or private electronic retrieval system or services without prior written permission from PIDM.

5. Accessibility Requirements and Restrictions

- 5.1 The minimum requirements of the operating system and the internet browser are as follow:

Operating system

Windows 10 (version 1803)

Internet browser

Internet explorer 10

- 5.2 The minimum requirements for hardware are as follows:

CPU processor

Intel i5 and above

RAM

RAM size: 8GB and above

Ethernet network interface card

Must be connected to the internet

- 5.3 The MI's authorised network administrator or network team must ensure that the firewall port 443 (HTTPS) is opened in order to access the PIDM Industry Portal and the PIDM e-Box.
- 5.4 The User must access and use the PIDM Industry Portal and the PIDM e-Box by using only a fixed outgoing internet protocol (IP) address as approved by PIDM. For purposes of obtaining the approval for the fixed outgoing IP, the MI's authorised network administrator or network team must write to PIDM at itsupport@pidm.gov.my and request for the MI's IP to be approved by PIDM, prior to any User accessing or using the PIDM Industry Portal or the PIDM e-Box.
- 5.5 To minimise the likelihood of a third party guessing a User's password and brute-force attack, the User must use a password created in accordance with the password rules set out in the PIDM Industry Portal to access or use the PIDM Industry Portal and the PIDM e-Box.
- 5.6 The User must ensure that the device(s) used to access and use the PIDM Industry Portal or the PIDM e-Box and the User Contents (as defined in section 9.1 below) are secure and free from malicious viruses or any other potential threats that can harm the PIDM Industry Portal, the PIDM e-Box or other Users.
- 5.7 The User must not permit or enable any unauthorised person to access or use the PIDM Industry Portal or the PIDM e-Box, or leave the User's active session unattended in such manner as to enable a person accessing the Industry Portal or the PIDM e-Box.
- 5.8 The User must use the PIDM Industry Portal and the PIDM e-Box as prescribed by the user manual, online help, training or materials provided by PIDM or made available on the PIDM Industry Portal from time to time.
- 5.9 PIDM may update or change these accessibility requirements at any time at our sole discretion by providing the MI or the User with a written notification or making an announcement through the PIDM Industry Portal.

6. Passwords and Accounts

- 6.1 The PIDM Industry Portal and the PIDM e-Box are only accessible to and useable by a User who is registered with PIDM. The User is responsible for maintaining the confidentiality of the passwords used to access and use the PIDM Industry Portal and the PIDM e-Box, and the User agrees not to do anything which would assist or allow anyone else to gain access to the User's account. PIDM is not under any obligation to verify the actual identity or authority of any User of a password and login name. PIDM may rely on the authority of anyone accessing the User's account or using the User's password and will not be liable for any damages and expenses arising out of or relating to any unauthorised use of such account or password. The User agrees that the User is responsible for all activities that occur under the User's account.
- 6.2 The User agrees to notify PIDM immediately in the event that the confidentiality of the User's account or password is compromised. PIDM has the right to take any actions that it deems reasonable in such event provided that it shall have no liability for any acts or omission in this regard.
- 6.3 PIDM may cancel or suspend a User's account at any time for any reason without any notice or liability to the User or any other person.

7. Termination

Either PIDM or the User may terminate the User's account at any time. If the User no longer accepts the Agreement or any future modification to the Terms and Conditions of Use, the User must cease accessing or using the PIDM Industry Portal or the PIDM e-Box. If for any reason, we believe that the User has not complied with the Terms and Conditions of Use, we may at our sole discretion terminate the User's account and cancel the User's access to and use of the PIDM Industry Portal or PIDM e-Box immediately and without prior notice.

8. Links

- 8.1 PIDM cannot attest to the accuracy of information provided by linked websites. Any information, material or content referred to or linked from the PIDM Industry Portal or the PIDM e-Box is provided without representation or warranty or endorsement by PIDM. Reference on the PIDM Industry Portal or the PIDM e-Box to any names, marks, products or services of third parties or hypertext links to third party websites or information are provided solely as a convenience to the User to help the User to locate information on topics that may be of interest to the User. If the User decides to link to any such third party websites, the User does so entirely at the User's own risk. The User's use of such third party websites is subject to the terms and conditions of use and the privacy of such websites.
- 8.2 No part of the PIDM Industry Portal or the PIDM e-Box may be linked to any other website without the prior written permission of PIDM. Any request for the establishment of a link to the PIDM Industry Portal or the PIDM e-Box should be written and sent to:

Administrator of PIDM Industry Portal and PIDM e-Box
Perbadanan Insurans Deposit Malaysia
Level 12, Axiata Tower
Jalan Stesen Sentral 5
Kuala Lumpur Sentral
50470 Kuala Lumpur

T: +603 2173 7436
F: +603 2260 7431 / +603 2173 7534
E: industryportalinfo@pidm.gov.my

9. User's Contents

- 9.1 The PIDM Industry Portal and the PIDM e-Box allow a User to upload, submit or offer reviews, comments, feedback, suggestions, ideas and other content uploaded, submitted or offered to PIDM on or through the PIDM Industry Portal and the PIDM e-Box or otherwise ("User's Contents"). The MI or the User, as the case may be, retains ownership of any intellectual property rights that the MI or the User holds in respect of the User's Contents.
- 9.2 The MI and the User, as the case may be, warrants that the User's Contents, submitted or offered to PIDM on or through the PIDM Industry Portal and the PIDM e-Box will not infringe or otherwise violate any intellectual property rights or trade secret of any third party. This provision shall survive the termination of these Terms and Conditions of Use.
- 9.3 The MI or the User, as the case may be, grants PIDM a perpetual, royalty-free, irrevocable, transferable, unrestricted, right and licence to use the User's Contents howsoever PIDM desires, including without limitation, to use, copy, reproduce, disclose, modify, delete in its entirety, translate or incorporate such User's Contents into any form, medium or technology and for any purpose without restriction and without compensating the MI or the User, as the case may be, in any way.
- 9.4 The MI or the User, as the case may be, represents and warrants that the MI or the User has created the User's Contents or has the right to submit the User's Contents to PIDM, and that the MI or the User, as the case may be, has the right to grant the licence to PIDM that the MI or the User has granted above. The MI or the User, as the case may be, waive all moral rights in the User's Contents for the benefit of PIDM.
- 9.5 The MI or the User, as the case may be, is and shall remain solely responsible for the User's Contents submitted to PIDM and the MI or the User acknowledges that PIDM has the right but not the obligation to pre-screen, monitor, review, edit or delete any User's Contents submitted. PIDM takes no responsibility and assume no liability for any User's Contents submitted by the MI or the User. The MI or the User, as the case may be, agrees to indemnify PIDM for all claims resulting from or relating to any User's Contents the MI or the User submitted.

10. Personal Data

The MI and the User agree at all times to observe and comply with the provisions of the Personal Data Protection Act 2010 ("PDPA"), as amended from time to time, in relation to personal data for use of the PIDM Industry Portal and the PIDM e-Box. Personal data shall have the same meaning as defined in the PDPA.

11. Indemnification

The MI and the User agree to defend, indemnify and hold PIDM, its directors, employees and representatives harmless from and against all loss, actions, claims, damages, costs and expenses, including but not limited to legal fees and disbursements on a full indemnity basis, arising or related to the MI's or the User's unlawful use of the PIDM Industry Portal or the PIDM e-Box or any breach of these Terms and Conditions of Use. This provision shall survive the termination of these Terms and Conditions of Use and remain in full force and effect.

12. Miscellaneous

- 12.1 The failure of PIDM to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any part of these Terms and Conditions of Use are determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision or severed from these Terms and Conditions of Use, if there are no such enforceable provision to supersede the unenforceable provision, and the remainder of the other provisions of the these Terms and Conditions of Use shall continue in full force and effect.
- 12.2 These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of Malaysia. The MI and the User irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- 12.3 Any right not expressly granted in these Terms and Conditions of Use are reserved.
