



TERMS & CONDITIONS

**Familiarisation Programme for Marketing Representatives (“FPMR”)
Familiarisation Programme for Trading Representatives 1 (“FPTR 1”)
Familiarisation Programme for Trading Representatives 2 (“FPTR 2”)**

1. INTRODUCTION

1.1. The Securities Industry Development Corporation (“SIDC”) conducts the following familiarisation programmes (for both the learning and FP Assessment components) on behalf of the Securities Commission Malaysia (“SC”) as part of the registration requirements for marketing representatives (“MRs”) and trading representatives (“TRs”):

- 1.1.1 Familiarisation Programme for Marketing Representatives (“FPMR”);
- 1.1.2 Familiarisation Programme for Trading Representatives(1)(“FPTR 1”);
- 1.1.3 Familiarisation Programme for Trading Representatives(2)(“FPTR 2”).

For the avoidance of doubt, the FPMR, FPTR 1 and FPTR 2 shall be hereinafter collectively referred to as the “Familiarisation Programmes”.

Table 1: Familiarisation Programmes

NO	PROGRAMME	DESCRIPTION
1	FPMR	<p>One of the entry requirements for individuals to be registered as a Marketing Representative (“MR”).</p> <p>Permitted Activities of an MR:</p> <ul style="list-style-type: none"> • arranging for the customer to meet with or speak to the Principal; • forwarding customer’s particulars to the Principal; • providing the customer with factual information relating to products and services, offered by the Principal including conducting presentations; or • provide client support services such as forwarding information on performance of fund to clients.
2	FPTR 1	<p>One of the requirements for SC to register an applicant as a Trading Representative (“TR”)</p> <ul style="list-style-type: none"> • a TR can accept clients’ orders for securities and execute securities trades. • a TR is not allowed to give advice, persuade, induce or make specific recommendations on capital market product.
3	FPTR 2	<p>One of the condition to be fulfilled by a MR or TR who wish to become a Capital Markets Services Representative’s Licence holder for dealing in securities.</p>

1.2. These terms and conditions shall apply to all Familiarisation Programmes offered by SIDC and by purchasing, subscribing, accessing or participating in any of the Familiarisation Programmes, you confirm that you have reviewed, understand and agree to be bound by these terms and conditions provided herein.

2. ONLINE LEARNING STRUCTURE, ASSESSMENT MODE, REGISTRATION, FEES & PAYMENT

2.1. Online Learning Structure and Assessment Mode

2.1.1. Subscription of FP Online Learning Programme

Candidates are required to complete the self-directed FP Online Learning Programme via SIDC Learning Management System (“SIDC LAMS”), and thereafter attend and pass the FP Assessment.

2.1.2. To sit for the FP Assessment, the candidates may select one of the mode of assessment as provided below:

- **Option 1: Centre Based Assessment (Physical)**
Assessment to be conducted at the computer based examination centre in the Securities Commission Malaysia building or other designated physical assessment centres as determined by SIDC; OR
- **Option 2: Remote Proctored Assessment**
Assessment to be conducted remotely at candidates’ own locations and shall be subjected to the required technical requirements, which may be changed, revised or updated by SIDC from time to time and as and when necessary.

2.1.3. SIDC’s offering of the above options are however subjected to seat availability on first-come first-served basis and upon successful payment of the relevant fees. Please refer to the Exam Calendar at www.sidc.com.my for the assessment dates on which Option 1 and Option 2 are offered.

Table 2: Familiarisation Programme Structure & Assessments & Fees

FPMR	FPTR 1	FPTR 2
FP Online Learning Programme: e-FPMR <ul style="list-style-type: none"> • Self-directed Online Learning Programme • Accessed via the SIDC LAMS platform for a maximum of 2 months • Modular - Participants need to complete all 9 modules • Knowledge check - 5 quiz questions in each module • Recommended Learning Hours - 5 hours 	FP Online Learning Programme: e-FPTR 1 <ul style="list-style-type: none"> • Self-directed Online Learning Programme • Accessed via the SIDC LAMS platform for a maximum of 2 months • Modular - Participants need to complete all 11 modules • Knowledge check - 5 quiz questions in each module • Recommended Learning Hours - 5.5 hours 	FP Online Learning Programme: e-FPTR 2 <ul style="list-style-type: none"> • Self-directed Online Learning Programme • Accessed via the SIDC LAMS platform for a maximum of 2 months • Modular - Participants need to complete all 16 modules • Knowledge check - 5 quiz questions in each module • Recommended Learning Hours - 8 hours
FP Assessment : FPMR <ul style="list-style-type: none"> • 30 MCQs, 45 minutes • Passing mark - 60% • Invigilated assessment (LAMS) OR • Centre Based Assessment (Physical) 	FP Assessment : FPTR 1 <ul style="list-style-type: none"> • 50 MCQs, 1 hour 30 minutes • Passing mark - 60% • Invigilated assessment (LAMS) OR • Centre Based Assessment (Physical) 	FP Assessment : FPTR 2 <ul style="list-style-type: none"> • 50 MCQs, 1 hour 45 minutes • Passing mark - 60% • Invigilated assessment (LAMS) OR • Centre Based Assessment (Physical)
RM583 (Including Sales & Service Tax)		
Candidates who wish to select the Centre Based Assessment (Physical) option i.e. OPTION 1, shall be subjected to pay a non-refundable administrative fee of Ringgit Malaysia One Hundred (RM100.00) in addition to the abovesaid fees.		

2.2. REGISTRATION AND PAYMENT

- 2.2.1. The registration for assessments (for both Option 1 and Option 2) is to be done online by accessing SIDC's website at www.sidc.com.my
- 2.2.2. Candidates are required to create an account to register for the assessments. To create an account, candidates are to sign-up at www.sidc.com.my. Upon signing-up, an invitation link will be sent to the email address which the candidates use to create the account. Once sign-up is successful, candidates can proceed to complete the registration for the assessments and make payment of the relevant fees via the candidates' registered account.
- 2.2.3. The closing date for registration is **three (3) working days** (excluding weekends and public holidays) prior to the date of the assessment (refer to the Exam Calendar at www.sidc.com.my for the last registration date).
- 2.2.4. Candidates agree and undertake to provide true, accurate, current and complete information as prompted during the sign-up to create an account and are solely responsible in all respects for the use, protection and confidentiality of any password given to the candidates and such passwords may only be used personally by the candidate and may not be shared or transferred to any third parties. Candidates further agree to notify and email immediately to Assessmentsecretariat@sidc.com.my of any unauthorised use or breach of security which comes to the candidates' attention.
- 2.2.5. SIDC reserves the right to reject any application if the form and/or details submitted are incomplete or inaccurate although payment has been made and receipts have been issued.
- 2.2.6. Selected reference materials (acts, guidelines, rules, etc.) can be purchased from the SIDC e-SHOP at www.sidc.com.my.
- 2.2.7. All payments of fees must be made payable to SIDC in full before access to the Familiarisation Programmes can be confirmed. Failure to make full and prior payment of the fees will be deemed as unsuccessful registration and/or subscription and consequently SIDC reserves the right to deny access to the Familiarisation Programmes.
- 2.2.8. Subject to these terms and conditions and full payment of the fees, SIDC shall grant you a limited, non-exclusive, non-transferable and revocable right to use and access the Familiarisation Programmes for personal and non-commercial use only and that no right, title or interest shall be transferred to you by virtue of your use or access to the Familiarisation Programmes.
- 2.2.9. Candidates shall be responsible for all costs incurred in connection to the Familiarisation Programmes.
- 2.2.10. Payment is to be made online using the following payment methods.
- FPX;
 - Debit/Credit Card; or
 - Selected e-wallets.
- 2.2.11. SIDC further reserves the right to deny, withdraw or invalidate the candidates' registration if SIDC (in retrospect) discovers irregularities relating to the payment, including, but not limited to fraud.

3. FP ONLINE LEARNING PROGRAMME

- 3.1. Candidates may access the FP Online Learning Programme through multiple devices but simultaneous logins (e.g. two or more logins to the same account at the same time), is not allowed.
- 3.2. The applicable access period for the FP Online Learning Programme is maximum two (2) month before assessment date of the Familiarisation Programmes or from the date of the confirmation of payment whichever is later.
- 3.3. **No extension** shall be provided above and beyond the stated maximum period.

4. REMOTE PROCTORED ASSESSMENT

- 4.1. Candidates who have selected and registered to sit for Remote Proctored Assessment shall be responsible to ensure that their technical system and equipments are indeed compatible and in order prior to the assessment date. SIDC shall not be responsible and disclaim all liabilities for any system, equipment, network malfunction, internet or service disruption that could affect the candidates during the assessment session.

4.2. Candidates hereby understand and agree as follows:

- i. to provide an official means of photographic identification, such as NRIC, passport which are valid and government issued photographic identification document, failing which candidate assessment attempt may not be approved;
- ii. to allow and authorise SIDC to record and monitor the assessment session including the candidates face, voice, screen activity. This monitoring will be conducted by machine and/or by a live person; and
- iii. to authorise SIDC to view and share the monitoring and recording of the said assessment session but not limited to other relevant information and data to SIDC’s appointed remote proctor provider as well as the Securities Commission Malaysia, where and if required.
- iv. to observe and comply with the following, failing which Clause 9: Offences and Disciplinary Action may apply and the candidates assessment session will be terminated immediately without any refund to the candidates whatsoever:

<u>DO’s</u>	<u>DON’Ts</u>
<ul style="list-style-type: none"> • Sit in a quiet and private place. • Desk and chair should be placed against a plain background and there should be adequate lighting so that candidates are visible to the invigilator. • Dress in a decent attire. • Be ready with IC/Passport, rough paper, pen/pencil, Prescribed Reference Materials (PRMs) and calculator. • Setup the laptop/desktop at least a day before the assessment. Candidates MUST keep their laptop completely charged during the assessment –and where candidates use a desktop, candidates are to ensure that it is connected to the electricity power plug. • Login to the candidate’s registered account to access the assessment at least THIRTY (30) MINUTES before the assessment starts. • Candidate’s face MUST be positioned in the middle of the camera view and MUST be visible throughout the assessment. • Prepare for any technical difficulties. 	<ul style="list-style-type: none"> • Do not have anybody else present in the test taking room/area (“exam area”) during the assessment. • Do not talk, solicit information or answers or communicate to anybody using any means whatsoever during the assessment. • Do not move away from the computer and web camera range and do not leave the exam area while the assessment is in progress • Candidates should not have a light source behind them or sit at an angle that will cast any shadows on candidate’s face. • Do not switch off the web camera during the assessment. • Do not have any paper, device, equipment, materials or documents not explicitly approved/allowed by SIDC. • Speaking or reading the assessment question(s) out loud while taking the assessment is prohibited. • Do not use headphones, ear phones/buds, or any other type of listening equipment/devices during the assessment. • Do not eat and/or drink during the assessment. • Do not take screen shots of assessment questions and/or conduct any recording activities whatsoever during the assessment session. • Do not use any other applications or surf on the internet and/or to consult digital data or web pages during the assessment.

- 4.3. Candidates understand and agree that SIDC and/or its appointed remote proctoring provider have the right to immediately halt, stop, terminate and/or remove any candidate from the assessment session for any display of unusual, suspicious, inappropriate or unprofessional behaviour as listed above or those that tantamount to cheating and/or other misconduct deemed as Offences and Disciplinary Actions as provided under Clause 9 herein. Any breach or failure to observe and comply with this Clause 4, Clause 6 and/or Clause 9 herein by the candidates may result in SIDC invoking the necessary disciplinary actions against the candidate and consequently, candidate’s assessment results would either be withheld or invalidated without any refund. In such cases, SIDC has the right to use the recoding of candidate as evidence to invoke any disciplinary action against the candidate.

5. ABSENTEESM

- 5.1. Candidates who are unable to attend and sit for the assessment on the assessment date, for whatever reason, will be deemed as “ABSENT”.
- 5.2. Failure to attend the assessment will result in the assessment fee being forfeited.
- 5.3. **Absenteeism Due to Medical Reasons**
 - 5.3.1. Notwithstanding anything herein, a candidate who is unable to attend and sit for the assessment on the assessment date for medical reasons will be allowed to defer the assessment to another date with a penalty fee of **RM 300** per module.
 - 5.3.2. Candidates may defer the date of their registered assessment due to medical reasons by emailing their request to AssessmentSecretariat@sidc.com.my. Proof of payment of the prescribed fee for the deferment must be submitted together with the request together with the original scanned copy of the medical certificate and prescribed fee must be received by SIDC within three (3) full working days from the date of the assessment.
- 5.4. **Absenteeism Due to Death**
 - 5.4.1. In the event of absenteeism due to death of an immediate family member (spouse, child, parent, parent-in-law, grandparent, brother, sister only) occurring within **seven (7) days** prior to the FP Assessment date, the candidate is allowed to defer the assessment to another date. All the following documents must be received by SIDC via email at AssessmentSecretariat@sidc.com.my within **five (5) full working days** from the date of the assessment:
 - A scanned copy of the death certificate;
 - A written notice from the candidate indicating the relationship between the candidate and the deceased.
 - 5.4.2. The decision of SIDC in all such matters shall be final and save for Clauses 5.3 and 5.4 above, no request for refund or deferment of the whole or any part of the Familiarisation Programmes shall be entertained.

6. CONFIDENTIALITY

- 6.1. The questions and answers of the FP Assessment are the exclusive and confidential property of the SIDC.
- 6.2. Candidates are expressly prohibited and **MUST NOT** copy, record, disclose, publish, reproduce, transmit and/or disseminate the assessments questions and answers (Confidential Information) in whole or in part, in any standard, form or format or by any means, written, electronic or mechanical, to any other persons and/or use, whether directly or indirectly, any of the Confidential Information for his/her benefit or for any other purpose.
- 6.3. It is the candidates responsibility to **IMMEDIATELY** report to SIDC any disclosure or solicitation for disclosure of the Confidential Information or any part of the Confidential Information which has come to his/her attention or which he/she becomes aware of.
- 6.4. Breach of this Clause 6: Confidentiality will cause irreparable harm to SIDC for which you may be held personally liable and where monetary remedies may not be adequate. Therefore in addition to any other available remedies, SIDC shall be entitled to injunctive and other equitable relief from the courts of law to prevent the disclosure or misuse of the Confidential Information.
- 6.5. Candidates in breach of this Clause 6: Confidentiality may be subjected to a disciplinary action under Clause 9: Offences and Disciplinary Action and/or legal action by the SIDC.

7. ASSESSMENT RESULT

- 7.1. The candidates assessment result will be available **three (3) working days** after the completion of the assessment, subject to there being no interruption during the assessment (Refer to Clause 8 for Assessment Interruption). Candidates will be able to view and self-print the assessment result (the “e-Result Slip”) via the candidates’ registered account.
- 7.2. The assessment result will be graded and released as either “PASS” or “FAIL” with the score. The assessment result is FINAL and request to review or recheck the assessment result will **NOT** be entertained.
- 7.3. The e-Result Slip can only be printed **ONCE**. Candidate may save the e-Result Slip to their device. Candidates shall be solely responsible for the security and safekeeping of their e-Result Slip.

- 7.4. The e-Result Slip contains a **QR code**. Those who scan the QR code will be brought to the SIDC e-Result 'verification' page which displays the candidate's details (Name, Identity Card Number / Passport, assessment date, familiarisation programme name and assessment result).
- 7.5. With the introduction of the e-Result Slip, candidates hereby give consent to allow SIDC and any third parties engaged by SIDC to access and process the details of their assessment including name, identity card number/passport, the relevant Familiarisation Programmes, the assessment date and result in accordance with the Personal Data Notice as stated in <https://www.sidc.com.my/pdpa>.
- 7.6. No assessment result shall be issued to candidates deemed **ABSENT**.
- 7.7. The official assessment result graded as "PASS" is valid for **two (2) years** from the date of the assessment of that particular programme.
- 7.8. Candidates may request for a duplicate copy of the assessment result slip at a fee of RM20 for each request. Application and payment to be made via the candidate registered account. The "Print Duplicate Result" button will be available once payment is successful for candidate to print .

8. ASSESSMENT INTERRUPTION

- 8.1. SIDC will take all reasonable steps and precautions to ensure that the assessment are conducted without any interruptions.
- 8.2. **Remote Proctored Assessments:** Subject to Clause 4.1 above and if the interruption is due to events beyond SIDC's control (for e.g. power failure etc.), candidates are required to login back to the system within five (5) minutes of the interruption. SIDC will end the candidates assessment session **IMMEDIATELY** if candidates fail to login within the stipulated time. **NO refunds** will be provided to candidates in such circumstances. Candidates will have to re-register and pay for the new assessment session.
- 8.3. **Centre Based Assessments (Physical):** In a situation where the assessments are interrupted due to unforeseen circumstances and/or circumstances beyond SIDC's control (power failure, computer breakdown, etc.), candidates are required to follow instructions given by the invigilators. Candidates will be notified of any alternative arrangements which may include, but not limited to, cancellation of the session, conduct of assessment via pen and paper, time extension for the assessment etc. In this regard, candidates are advised to make an allowance of additional four (4) hours in making travel arrangements.

9. OFFENCES AND DISCIPLINARY ACTION

- 9.1. Candidates are expected to behave in a professional manner and to conduct themselves as is appropriate. Any attempt to cheat or other behaviour that could be considered to compromise the integrity or confidentiality of the assessment is treated with the utmost seriousness.
- 9.2. If you are found to have committed a disciplinary offence, found to have engaged in any form of misconduct during an assessment or failed to comply with any of the terms and conditions relating to Familiarisation Programmes, this may result in stern action being taken against you, such as (but not limited to) the SIDC withholding and/or revoking the your assessment results and/or banning you from sitting for **ALL FP** assessment for life or for a specified period of time.
- 9.3. Disciplinary offences shall include, but is not limited to the following:
 - Contacting, communicating, talking to or copying from any other candidate/source during the assessment
 - Having someone else present in the exam area/room while taking the assessment
 - Excessive logging-in and out of from the candidates registered account during the assessment
 - Helping or receiving help from another candidate/person/source either via online or in person
 - Bringing in/having unauthorised/referring to notes or other devices during the assessment
 - Soliciting confidential information relating to assessment
 - Disclosing or soliciting for disclosure of confidential information relating to assessment
 - Providing falsified information, documentation or statements as a means of a false identity including using another person's NRIC to sit for the assessment or asking another person to sit for the assessment on candidate's behalf or sitting for the assessment on behalf of another
 - Being disrespectful, argumentative, aggressive etc. with the invigilators
 - Use of any recording equipment (including all photographic, video and audio recording equipment) and share, distribute, reproduce or sell in any manner or form or exam questions and/or any part of remote proctoring services for any purpose during or subsequent to the assessment
 - Tampering in any way with the e-Result Slip such as, but not limited to, changing the "PASS" or "FAIL", score, assessment module, assessment date, QR code etc
 - Any other action that is considered or can be interpreted as disciplinary offence by SIDC
- 9.4. A candidate may appeal any decision made by the SIDC within **fourteen (14) days** of being notified of that decision. The decision of the SIDC on appeal shall be final and conclusive.

10. GENERAL RULES FOR FP ASSESSMENTS

10.1. Admission for assessments

10.1.1. Candidates are **REQUIRED** to provide original and valid identification i.e.

- **NRIC (Malaysian)**
- **Passport (Foreigner only)**

10.1.2. In the event candidates are not able to produce any of the identification document as stipulated in 10.1.1. above, the below documents is acceptable:

- **Driving License issued by Jabatan Pengangkutan Jalan Malaysia (JPJ)**
- **Police Report issued by the Royal Malaysia Police (Polis Diraja Malaysia)**
- **Temporary identification certificate from Jabatan Pendaftaran Negara (JPN)**
- **Original document issued by Immigration Department of Malaysia**

However, for candidate producing identification document as listed in Clause 10.1.2, his/her assessment result will **NOT** be released until the invigilators have sighted valid identification as listed in Clause 10.1.1

10.1.3. Those who fail to produce such identification will not be allowed to sit for the assessment.

10.2. Remote Proctored Assessment

10.2.1. For Remote Proctored Assessment, candidates are advised to login to their registered account to access the assessments thirty (30) minutes prior to their assessment session.

10.2.2. Candidates will **NOT** be allowed to sit for the assessment **THIRTY (30) MINUTES** after the start of an assessment.

10.3. Centre Based Assessments (Physical)

10.3.1. For Centre Based Assessments (Physical), candidates are advised to arrive early at the assessment centre for security checking purposes, among others.

10.3.2. Candidates will **NOT** be allowed to sit for the assessment **THIRTY (30) MINUTES** after the start of an assessment.

10.3.3. The dress code for Centre Based Assessments (Physical) is **BUSINESS ATTIRE**. Inappropriate attire would include, but is not limited to, round-neck t-shirts, spaghetti straps and sleeveless tops, jeans, short pants/skirts, slippers, sport shoes, etc. Candidates must strictly adhere to and comply with all rules and regulations imposed by the SC or the other designated physical assessment centres on its premise. Candidates who fail to comply with the dress code will **NOT** be allowed to sit for the assessments.

Notes for assessment at SC Building

10.3.4. Candidates are required to register and obtain a visitor's pass from the reception counter located at the Ground Floor. Candidates must display their visitor's pass prominently at all times when they are in the SC Building. Upon registering at the reception counter, candidates are to proceed to the designated Holding Room while waiting for the assessment session to begin.

10.3.5. Candidates **MUST** declare any travel history and complete the self-health declaration form. Candidates are required to email the completed form to AssessmentSecretariat@sidc.com.my forty-eight (48) hours prior to the date of the assessment and to submit the same to the reception counter at the SC Building on the day of assessment.

10.3.6. Candidates **MUST** undergo thermal screening procedure at the SC Building. Please be advised that entry to sit for the assessment will **NOT** be allowed in the following case:

- Candidate's temperature reading is above 37.5 degrees
- Candidate have recently returned from overseas
- Candidate have recent history of Covid-19 symptoms
- Candidate have been in close contact with Covid-19 patient

10.3.7. Candidates are only permitted to access the following areas within the SC Building:

- **Assessment Centre, Ground Floor (G)**
- **Holding Room, Ground Floor (G)**

For areas other than those stated above, candidates are required to register with the reception counter.

10.3.8. All devices and purses/wallets/valuable items are to be placed in the plastic bag provided by SIDC and to be kept at the candidates' respective drawers or as per invigilator's instructions. All other personal and study items must be placed at the designated area during the assessment.

10.3.9. The PRMs brought into the assessment centre are subject to the following:

10.3.9.1. The PRMs must be complete i.e. contains all parts/chapters/sections etc. Incomplete and/or partial PRMs will NOT be allowed as references during the assessment;

10.3.9.2. The PRMs must NOT contain any markings (e.g. highlights, written notes, underlines, attachments, drawings, folding, etc). However, only highlights, underlines and updates due to amendments to any provision are permitted. The PRMs which do not meet the above requirements will NOT be allowed as references during the assessment;

10.3.9.3. Candidates are strictly PROHIBITED from marking the PRMs (e.g. highlighting, writing, underlining, drawings, folding etc) during the assessment; and

10.3.9.4. The invigilators have the right to inspect all PRMs before, during and after the assessments

10.3.10. Invigilators reserve the right to confiscate items deemed prohibited during the assessment.

10.3.11. SIDC, the SC and their respective employees and agents will not be liable for any personal injury to the candidate or loss, theft or damage of personal property of the candidate during the assessment or while in the assessment centre

10.4. **During the assessment**

10.4.1. Candidates are allowed to refer/bring to their own printed (hard copy) Prescribed Reference Materials(PRMs).

10.4.2. Calculators to be used during the assessment are subject to inspection. Below are some examples of the calculator models which are allowed to be used during the assessments:

- Texas Instruments BA II Plus
- Hewlett Packard HP 12C
- Casio FX100AU

10.4.3. Candidates are NOT ALLOWED to switch on any other electronics devices (except non-programmable calculator) during the assessment. Mobile phones must be silent/switched off during the assessment session. All personal and study items must be placed at the designated areas during the assessment

10.4.4. Candidates must observe strict silence and remain seated at all times.

10.4.5. For Assessments at Centre Based Assessments should an emergency alarm be raised during the assessment, candidates should await and adhere to further instructions from the invigilator.

10.5. **At the end of the assessment (Assessment at Centre Based Assessments)**

10.5.1. Candidates are not allowed to remove any stationery supplied by SIDC from the assessment centre.

10.5.2. Candidates must take all their belongings with them before they leave the assessment centre. SIDC will not be responsible for any damage to the uncollected items.

10.5.3. In the event any personal items are left behind, candidates can arrange to collect them from SIDC Seretariat Services department during business hours.

10.5.4. SIDC will keep all uncollected items for a maximum of thirty (30) days from the date of the candidate's assessment. Thereafter, the items will be disposed of accordingly and any claim after the 30-day period will not be entertained.

10.6. Personal Data

- 10.6.1. Candidates hereby agree that SIDC may process their information in accordance with the Personal Data Notice as stated in <https://www.sidc.com.my/pdpa> which forms an integral part of this Terms & Conditions.

11. TERMINATION

- 11.1. Candidates acknowledge that SIDC in its sole discretion may terminate your access or use of the whole or any part of the Familiarisation Programmes at any time, with or without notice to them.
- 11.2. Any termination by SIDC 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.
- 11.3. Upon termination by SIDC, the obligations which by their nature are intended to survive shall survive including without limitation, those set forth in , DISCLAIMER, INTELLECTUAL PROPERTY AND LIMITATION OF LIABILITY & INDEMNITY clauses herein.

12. DISCLAIMER

- 12.1. SIDC reserves the right to change and/or amend the whole or any part of the Familiarisation Programmes at any time including but not limited to terminating your access or cancelling the Familiarisation Programmes or assessment session for any reasons deemed necessary. SIDC shall not be responsible for any costs, damages or losses incurred by you due to the changes and/or cancellation. SIDC also reserves the right to make alternative arrangements without prior notice should it be necessary.
- 12.2. SIDC makes no warranties that the provision of the FP Online Learning Programme and/or FP Assessment are secure, consistent or free from bugs, viruses, errors or omission and takes no responsibility for dropouts in the or other unforeseen interruptions to the Familiarisation Programmes in its entirety. SIDC also takes no responsibility for the integrity of your hardware (computer or device), your internet signal bandwidth, or any other consideration outside of the control of SIDC.
- 12.3. SIDC shall not be 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 services in relation to Familiarisation Programmes and/or 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 or combination thereof.
- 12.4. SIDC shall not be liable in cases where SIDC is unable to fulfil and/or deliver the Familiarisation Programmes due to any causes which are unforeseen by SIDC including but not limited to any act of war, acts of terrorism, governmental requirements, epidemic or pandemic outbreak, acts of local or central Government or other competent authorities, acts of God and industrial disputes or any other reasons which are beyond SIDC's control.
- 12.5. All Familiarisation Programmes are provided on 'As-Is' basis without any warranties of any kind. 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 Familiarisation Programmes.

13. INTELLECTUAL PROPERTY

- 13.1. All intellectual property rights in all materials available from the Familiarisation Programmes including the design, graphics and text, audio and recording are owned by SIDC. Such content and/or materials may not be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without the SIDC's prior permission. Any such use is strictly prohibited and will constitute an infringement of the SIDC's intellectual property rights.
- 13.2. Any recording, broadcasting, rebroadcasting or web streaming of content produced by SIDC during your access or use of the Familiarisation Programmes are strictly prohibited. Any person found in violation of this term will be immediately ejected and infringement action may be brought against him/her.
- 13.3. Any breach by you of this clause 13 shall result in immediate termination whereby SIDC shall be entitled to cease to provide access to the Familiarisation Programmes including any other SIDC's physical and virtual training programmes.

14. LIMITATION OF LIABILITY & INDEMNITY

- 14.1. Candidates 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 Familiarisation Programmes or other appropriate action in relation to any suspected or alleged breach of this terms and conditions.
- 14.2. Candidates 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 breach of any of terms and conditions contained herein.

15. GENERAL

- 15.1. These terms and conditions constitute the entire agreement between the parties with respect to the Familiarisation Programmes hereunder and supersedes all other prior agreements and understandings, both written and oral.
- 15.2. These terms and conditions 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 the same.

16. ENQUIRIES, COMMENTS AND SUGGESTIONS

- 16.1. Any enquiries pertaining to Familiarisation Programmes should be sent to:

**Assessment Secretariat
Securities Industry Development Corporation
3, Persiaran Bukit Kiara
Bukit Kiara
50490 Kuala Lumpur**

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