



CERTIFIED CORPORATE SUSTAINABILITY PRACTITIONER 1 (CCSP 1)
TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. The Certified Corporate Sustainability Practitioner 1 (CCSP 1) certification programme is open for enrolment for professionals and aspiring sustainability practitioners to Building foundational knowledge and skills to execute sustainability practices, support data collection and reporting.
- 1.2. The CCSP 1 certification is awarded by SIDC and comprises both learning and assessment components.
- 1.3. Further details relating to the CCSP 1 certification programme are set out in **the Handbook for Certified Corporate Sustainability Practitioner 1 (CCSP 1) Programmes** including but not limited to the applicable requirements, the eligibility, qualification structure and enrolment, validity period, assessment, fees.
- 1.4. These Terms & Conditions sets out the requirements which shall apply to the CCSP 1 certification programme and shall make reference to the relevant provisions of the Handbook for Certified Corporate Sustainability Practitioner 1 (CCSP 1) ("**Handbook**"), all of which shall form part of the Terms and Conditions. SIDC reserves the right to amend the Terms & Conditions and/or the Handbook as deemed appropriate without any prior notice and you are advised to update yourself with the relevant changes made. The Terms and Conditions shall prevail in the event of any conflict in interpretation between the Handbook and the Terms and Conditions.
- 1.5. By registering, purchasing, subscribing, accessing or participating in any part of the CCSP 1 certification programme, you hereby confirm that you (hereinafter would also be referred to as the "Candidate" or "Candidates") have reviewed, understood and agreed to be bound by these Terms & Conditions.

2. REGISTRATION, ENTRY AND COMPLETION REQUIREMENTS

- 2.1. Candidates are required to sign-up at SIDC website at www.sidc.com.my and create an account to register for the CCSP 1 certification programme. The CCSP 1 schedules, calendar as well as the closing date for registration would be as published on SIDC's website.
- 2.2. Candidates shall provide true, accurate, current and complete information and submissions as prompted during the account sign-up process.
- 2.3. Registration shall be subjected to seat availability and on first-come-first-served policy. Registration shall be deemed successful upon full payment received by SIDC. Failure to make full and prior payment of the fees shall be deemed as unsuccessful registration and consequently SIDC reserves the right to deny access to the CCSP 1 certification programme.
- 2.4. Notwithstanding Clause 2.3 above, SIDC reserves the right to reject any application if the form and/or details submitted are false, incomplete or inaccurate although payment has been made and receipts have been issued.
- 2.5. **Access**
 - 2.5.1. Access period applicable for each of the CCSP 1 components or modules shall be as stated in the Handbook and no extension of time shall be provided above and beyond the maximum access period as stated therein.
 - 2.5.2. Access through multiple devices is allowed but simultaneous logins (e.g. two or more logins to the same account at the same time) shall be restricted and not permitted.
 - 2.5.3. Candidates 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 Candidates 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.

Terms & Conditions for Certified Corporate Sustainability Practitioner 1 (CCSP 1)

- 2.6. The entry and completion requirements of the CCSP 1 certification programme are as outlined in the Handbook. Candidates are to comply with the provisions of the Handbook in relation to all the requirements provided therein including those relating to attendance, submission etc.
- 2.7. The CCSP 1 certification programme must be completed within one (1) year, and the time limit starts upon successful registration.
- 2.8. Failure to complete and pass all CCSP 1 certification programme within the one (1) year duration would result in Candidates having to repeat the entire programme including the full payment of fees.

3. FEES & PAYMENT

- 3.1. All payments of fees must be made payable to SIDC in full before access to the CCSP 1 certification programme can be confirmed. Unless otherwise specified, all fees are exclusive of applicable taxes.
- 3.2. Payment is to be made online using the following payment methods.
 - FPX;
 - Debit/Credit Card; or
 - Selected e-wallets.
- 3.3. Candidates shall be responsible for all costs incurred in connection to the CCSP 1 certification programme.
- 3.4. **HRD Corp Claimable**
 - 3.5.1 SIDC is an approved HRDC Training Provider registered under “SBL-Khas” (**MyCoID: 765264K**) and the CCSP 1 certification programme is HRDC claimable.
 - 3.5.2 To claim full CCSP 1 fees from HRDC, Candidates shall adhere to all requirements set by HRDC including full attendance and completion of the CCSP 1 certification programme.
 - 3.5.3 Employers who are claiming from HRDC shall ensure timely submission and completion of documents and/or details required by HRDC. Employers shall further ensure that their grant is duly approved and that all outstanding payments (including in the case where only partial grant is obtained from HRDC) are made directly to SIDC before the commencement of CCSP 1 certification programme.
 - 3.5.4 In the event of any non-fulfilment of HRDC requirements by the Candidates and/or employers which consequently resulted in SIDC’s inability to claim from HRD Corp, SIDC shall proceed to issue invoice to the employers, and the employers shall immediately proceed to effect full settlement of the CCSP 1 fees to SIDC.
 - 3.5.5 Any cancellation requests shall not be entertained once HRDC approval is granted.
- 3.5. Notwithstanding anything to the contrary hereinAny Candidate who has withdrawn, absent and/or fails to pass, comply or complete the module or requirements of the CCSP 1 certification programme shall not be eligible to any refund and/or to carry forward the fee to the next sitting/intake except under circumstances set out in Clauses 9.2 and 9.3 herein.

4. CCSP 1 COMPONENTS

- 4.1. The CCSP 1 components comprise the Bursa Malaysia Corporate Sustainability Practitioner (CSP) 2.0 Digital Self-Assessment Tool, Workshops under the NSRF Preparers’ Programme (NPP) Module 1 on Sustainability Reporting Using the ISSB Illustrative Sustainability Report, the CCSP 1 - Sustainability, ESG and SRI Essentials e-Learning and the Summative Assessment (hereinafter collectively referred to as the “CCSP 1 Components”).
- 4.2. SIDC reserves the right to change, alter, reproduce, edit, cancel, terminate, suspend or discontinue any of CCSP 1 Components including but not limited to the access and the scheduled session without any costs and for whatever reasons as it deems fit.
- 4.3. SIDC shall grant the Candidates a limited, non-exclusive, non-transferable right to access the CCSP 1 Components for personal and non-commercial use only and that no rights, titles or interests shall be transferred to the Candidates by virtue of the Candidates’ access, usage or payment of the same.
- 4.4. The completion requirements for the CCSP 1 components shall be as stipulated below and in accordance with the provisions of the Handbook: -
 - 4.4.1 Candidates are expected to complete the CCSP 1 components within a three (3) month or as scheduled.
 - 4.4.2 The CCSP 1 learning journey commences with either being provided access to the e-Learning Modules or the scheduled Workshops: NSRF Preparers’ Programme (NPP) Module 1: Sustainability Reporting Using the ISSB

Terms & Conditions for Certified Corporate Sustainability Practitioner 1 (CCSP 1)

Illustrative Sustainability Report, followed by the Summative Assessment. The Bursa Malaysia Corporate Sustainability Practitioner (CSP) 2.0 Digital Self-Assessment Tool is required to be completed any time before for the CCSP 1 Summative Assessment via Bursa Malaysia website link

4.4.3 Candidates of CCSP 1 must complete the programme within one (1) year of registration.

4.4.4 Access period for the CCSP 1 is as follows:

CCSP 1 Components	Schedule/Access Period
(i) Bursa Malaysia Corporate Sustainability Practitioner (CSP) 2.0 Digital Self-Assessment Tool	At any time before for the CCSP 1 Summative Assessment via Bursa Malaysia website link below: https://my.bursamalaysia.com/learn/bursa-sustain/explorer/corporate-sustainability-practitioner-competency-framework
(ii) e-Learning: CCSP1 - Sustainability, ESG and SRI Essentials	Three (3) months' access upon successful registration as per paragraph 7.1.2
(iii) Workshops: NSRF Preparers' Programme (NPP) Module 1: Sustainability Reporting Using the ISSB Illustrative Sustainability Report	As per scheduled date
(iv) CCSP 1 Summative Assessment	As per scheduled date

4.5. Candidates who did not meet the completion requirements outlined in Clause 4.5 above but wish to undertake subsequent attempts to pursue the CCSP 1 certification programme must undergo re-registration and make full fees payment of the CCSP 1 certification programme.

5. CCSP 1 ASSESSMENTS

- 5.1 Candidates who wish to attain CCSP 1 certification shall be subjected to undergo the respective assessments and/or meet the completion requirements relevant to the level of CCSP 1 certification as prescribed in the Handbook (hereinafter collectively referred to as the “**CCSP 1 Assessments**”).
- 5.2 SIDC reserves the right to change, revise or update the software and/or any technical system requirements for the CCSP 1 Assessments from time to time and as and when necessary (as notified via SIDC's website, email or any other suitable mode of communication) and Candidates shall be responsible to ensure that the technical system and relevant equipment required are compatible and in good working order prior to the CCSP 1 Assessments date(s).
- 5.3 SIDC shall not be responsible and disclaims all liabilities for any system, equipment, network malfunction, internet or service disruption that could affect the Candidates during the sessions for CCSP 1 Assessments.
- 5.4 Where required and for the purpose of verification by SIDC, the Candidates hereby understand and agree as follows:
- to provide an official means of photographic identification, such as NRIC or passport which are valid and government issued photographic identification document;
 - to allow and authorise SIDC to audio-video record (including photographic) and monitor your CCSP 1 Assessment session and collect any relevant data for purposes of the examination or any investigations that include (without limiting) your picture, face, voice, surroundings and screen activity. This monitoring will be conducted by machine and/or by a live person; and
 - to authorise SIDC to view and share the monitoring and recording of the said CCSP 1 Assessment session and any other relevant information and data to SIDC's appointed remote proctor provider or any authorised service provider, the SC, any government, statutory or regulatory body, or any other relevant third party where and if required.

6. SUMMATIVE ASSESSMENT FOR CCSP 1

- 6.1 The Summative Assessment shall mean the final, comprehensive assessment, represented by an examination applicable CCSP 1.
- 6.2 Candidates shall sit for remote proctored Summative Assessment at Candidates' own locations in accordance with Clause 12 (General Rules for the Summative Assessment).
- 6.3 The Candidate hereby understand and agree to observe and comply with the following, failing which Clause 11 (Offences and Disciplinary Action) may apply and the Candidate's Summative Assessment session will be terminated immediately without any refund whatsoever:

DO's	DON'Ts
<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 decent attire. Be ready with IC/Passport, rough paper, pen/pencil, Prescribed Reference Materials (PRMs) for the relevant Securities Commission Malaysia (SC) Regulations modules and calculator. Setup the laptop/desktop at least a day before the Summative Assessment. Candidates MUST keep their laptops completely charged during the Summative Assessment and if the Candidate uses a desktop, ensure that it is connected to the electricity power plug. Login to the Candidate's registered account to access the Summative Assessment at least THIRTY (30) MINUTES before the Summative Assessment starts. Candidate's face MUST be positioned in the middle of the camera view and MUST be visible throughout the Summative Assessment. Prepare for any technical difficulties. Observe strict silence and remain seated at all times. Candidates are advised to cover items or objects that reflect their religious beliefs (or other beliefs of a similar nature), preferences, ideologies or any personal items which candidates do not want to be displayed or visible to the invigilators, during the Summative Assessment session. Examples of such items include religious books, texts, paintings, family photographs. 	<ul style="list-style-type: none"> Do not have anybody else present in the test taking room/area ("exam area") during the Summative Assessment. Do not talk, solicit information or answers or communicate with anybody using any means whatsoever during the Summative Assessment. Do not move away from the computer and web camera range and do not leave the exam area while the Summative Assessment is in progress. Candidates should not have a light source behind them or sit at an angle that will cast any shadows on the candidate's faces. Do not switch off the web camera during the Summative Assessment. Do not have any paper, device, equipment, materials or documents not explicitly approved/allowed by SIDC. Speaking or reading the Summative Assessment question(s) out loud while taking the Summative Assessment is prohibited. Do not use headphones, earphones/buds, or any other type of listening equipment/devices during the Summative Assessment. Do not eat and/or drink during the Summative Assessment. Do not take screenshots of Summative Assessment questions or answers, and/or conduct any recording activities whatsoever during the Summative Assessment session. Do not use any other applications, devices or surf the internet and/or consult digital data or web pages during the Summative Assessment.

- i. 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 an offence as prescribed under the Clause 11 (Offences & Disciplinary Actions) herein; and
- ii. the Candidates' breach or failure to observe and comply with this Clause 7, Clause 10 (Confidentiality) and and/or Clause 11 (Offences and Disciplinary Action) may result in SIDC invoking the necessary disciplinary action against the Candidate and consequently, the Candidate's results would either be withheld or invalidated without any refund or SIDC may forfeit the Candidate's eligibility for CCSP 1 Assessment (whether before or after the Candidate has sat for the CCSP 1 Assessments) or disqualify the Candidate from the CCSP 1 Assessments. In such cases, SIDC has the right to use the recording of the Candidate as evidence to invoke any disciplinary action against the Candidate.

6.4 Candidates who have technical issues with their laptops for Summative Assessment may write in to the AssessmentSecretariat@sidc.com.my for arrangements to take the exams at the Centre Based Examinations (Physical) subject to always to availability at the sole discretion of SIDC. The Centre Based Examinations (Physical) option shall be subjected to pay a NON-REFUNDABLE administrative fee of **Ringgit Malaysia One Hundred (RM100.00)** in addition to the CCSP 1 certification programme fees.

7. ASSESSMENT INTERRUPTION

- 7.1 SIDC will take all reasonable steps and precautions to ensure that the CCSP 1 Assessments are conducted without any interruptions.
- 7.2 **Summative Assessment:** Subject to Clause 5.2 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' Summative 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 Summative Assessment session.

8. ASSESSMENT RESULTS FOR CCSP 1

- 8.1 Subject always to Clauses 2.6 and 7 of these Terms & Conditions, the Candidates' Assessment result will be available three (3) working days after the completion of the Assessment. Candidates will be able to view and self-print the Assessment result (the "e-Result Slip") via the candidates' registered account.
- 8.2 Candidates hereby give consent to allow SIDC and any relevant third parties to access and process all details relating to their CCSP 1 certification programme, including the Candidate's Name, Identity Card Number/Passport, assessment date(s), module, results or any other related information in accordance with the Privacy Notice as stated in <https://www.sidc.com.my/pdpa>.
- 8.3 The overall results for CCSP 1 Assessments shall provide the total score and graded as either "PASS" or "FAIL", which shall determine the eligibility for the Candidates to be awarded the CCSP 1 certification.
- 8.4 The overall CCSP 1 Assessments result is **FINAL** and a request to review or recheck the assessment result will **NOT** be entertained.
- 8.5 No overall assessment result shall be issued to candidates deemed **ABSENT**.
- 8.6 Candidates who failed to be awarded the CCSP 1 certification would be eligible to re-sit subject to full payment of the CCSP 1 fees and meeting the requirements prescribed in the Handbook.

9. ABSENTEEISM

- 9.1 Candidates who are unable to attend and fail to complete the requirements stated under Clause 4.4 on the designated dates for whatever reason shall be deemed as non-completion of or failing the CCSP 1 certification programme and shall result in the fees being forfeited in accordance with Clause 3.6 herein.
- 9.2 **Absenteeism Due to Medical Reasons – strictly for CCSP 1 Assessments only**
- 9.2.1 Any Candidate who could not attend the CCSP 1 Assessments on the designated date due to medical reasons would be allowed to defer to another session subject to seat availability and a processing fee of RM100. 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 to the AssessmentSecretariat@sidc.com.my and the prescribed fee must be received by SIDC within three (3) full working days from the date of the CCSP 1 Assessments.
- 9.3 **Absenteeism Due to Death – strictly for CCSP 1 Assessments only**
- 9.3.1 Any Candidate who could not attend the CCSP 1 Assessments on the designated date due to the death of an immediate family member (spouse, child, parent, parent-in-law, grandparent, brother, sister only) occurring within **seven (7) days** prior to the CCSP 1 Assessments' date(s) would be allowed to defer 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 designated date of the CCSP 1 Assessment sessions:
- A scanned copy of the death certificate;
 - A written notice from the Candidate indicating the relationship between the Candidate and the deceased.

10. CONFIDENTIALITY

- 10.1 All questions and answers of the CCSP 1 certification programme are the exclusive and confidential property of SIDC.
- 10.2 Candidates are expressly prohibited and **MUST NOT** copy, record, disclose, publish, reproduce, transmit and/or disseminate such questions and answers (collectively, "**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.
- 10.3 The Candidates must **IMMEDIATELY** inform SIDC on 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.
- 10.4 Breach of this Clause 10 will cause irreparable harm to SIDC for which the Candidate 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.
- 10.5 Candidates in breach of this Clause 10 may be subjected to a disciplinary action under Clause 11 (Offences & Disciplinary Action) and/or legal action by SIDC.

11. OFFENCES & DISCIPLINARY ACTION

- 11.1 Candidates are expected to behave in a professional manner, conduct themselves as is appropriate, and comply with relevant laws and regulations. Any attempt to cheat or other behaviour that could be considered to compromise the integrity or confidentiality of the examination is treated with the utmost seriousness.
- 11.2 If a Candidate is found to have committed a disciplinary offence, engaged in any form of misconduct during the CCSP 1 Assessments or failed to comply with any of these Terms & Conditions and/or Handbook, this may result in stern action being taken against the Candidate, such as (but not limited to) SIDC terminating the CCSP 1 Programme, withholding and/or revoking the Candidate's results, forfeiting the Candidate's eligibility for CCSP 1 Assessments (whether before or after the Candidate has sat for the CCSP 1 Assessments), disqualifying the Candidate for the CCSP 1 Assessments, banning the Candidate from sitting for **ALL** forms or assessment conducted by SIDC including the SC licensing examinations for life or for a specified period of time and/or revoking CCSP 1 certification and relevant designation awarded to the Candidate.
- 11.3 Disciplinary offences shall include, but are not limited to the following:
- Contacting, communicating, talking to or copying from any other candidate/source during the Summative Assessment session;
 - Having a third-party present in the exam area while taking the Summative Assessment;
 - Excessive logging-in and out from the Candidate's registered account during the Summative Assessment;
 - Helping or receiving help from another candidate/person/source either via online or in person during the Summative Assessment;
 - Bringing in/having unauthorised/referring to notes or other devices during the Summative Assessment;
 - Soliciting any Confidential Information;
 - Disclosing or soliciting for the disclosure of any Confidential Information;
 - Providing falsified information, documentation or statements as a means of a false identity including asking another person or using another person's NRIC to sit for the CCSP 1 Assessments on the Candidate's behalf or sitting for the CCSP 1 Assessments on behalf of another;
 - Behaving inappropriately, being disrespectful, argumentative, aggressive etc. with the CCSP 1 speakers and/or invigilators;
 - Use of any recording equipment (including all photographic, video and audio recording equipment), and/or sharing, distributing, reproducing or selling in any manner or form the Confidential Information and/or any part of the remote proctoring services for any purpose during or subsequent to the Summative Assessment session;
 - Tampering in any way with the result and/or e-Result Slip such as, but not limited to, changing the "PASS" or "FAIL", score, date, QR code etc.;
 - Fail to observe the rules and regulations set by SIDC;
 - Any other action that is considered or can be interpreted as a disciplinary offence by SIDC.
- 11.4 A decision by SIDC under this clause will be made in writing. A Candidate may appeal such decision within **fourteen (14) days** the date the decision is made in writing. The decision of SIDC on the appeal shall be final and conclusive.

12. GENERAL RULES FOR THE SUMMATIVE ASSESSMENTS

12.1 Admission for Summative Assessments

- 12.1.1 Candidates are **REQUIRED** to provide original and valid identification i.e.
- **NRIC (Malaysian)**
 - **Passport (Foreigner only)**
- 12.1.2 In the event candidates are not able to produce any of the identification document as stipulated in 12.1.1. 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 the Immigration Department of Malaysia**

However, for candidate producing an identification document as listed in Clause 12.1.2, his/her Summative Assessment result will **NOT** be released until the invigilators have sighted valid identification as listed in Clause 12.1.1

- 12.1.3 Those who fail to produce such identification will not be allowed to sit for the Summative Assessment.

12.2 Before Summative Assessment

- 12.2.1 Candidates are advised to log in to their registered account to access the Summative Assessments thirty (30) minutes prior to their Summative Assessment session.

- 12.2.2 Candidates will NOT be allowed to sit for the Summative Assessment **THIRTY (30) MINUTES** after the start of a Summative Assessment.

12.3 During the Summative Assessment

- 12.3.1 Calculators to be used during the Summative Assessment are subject to inspection. Below are some examples of the calculator models which are allowed to be used during the Summative Assessments:
- Texas Instruments BA II Plus
 - Hewlett Packard HP 12C
 - Casio FX100AU
- 12.3.2 Candidates must observe strict silence and remain seated at all times.

13 TERMINATION

- 13.1 Without affecting any other right or remedy available to it, SIDC may terminate the Terms & Conditions at any time for whatsoever reasons deem fit by SIDC.
- 13.2 On termination of these Terms & Conditions, the Candidate's right to use his/her registered account and/or access whole or any part of the CCSP 1 certification programme shall cease, with or without notice to the candidate. Such termination may further result in the deletion of all your data or information and SIDC shall not be obliged to provide any backup or retrieval of the same.
- 13.3 Except as otherwise provided under law, any termination by SIDC may result in the deletion of your data or information, and SIDC will not be obligated to provide any backup or retrieval of the same.
- 13.4 On termination of these Terms & Conditions, the following clauses shall continue in force: Clause 10 (Confidentiality), Clause 15 (Intellectual Property) and Clause 18 (General).

14 DISCLAIMER

- 14.1 SIDC reserves the right to change, suspend and/or amend the CCSP 1 certification programme at any time including but not limited to terminating your access or cancelling whole or any part of the CCSP 1 certification programme should circumstances beyond its control arise or for any reasons deemed necessary. SIDC shall not be responsible for any costs, damages or losses incurred by the Candidates due to such changes and/or cancellations. SIDC also reserves the right to make alternative arrangements without prior notice should it be necessary.
- 14.2 SIDC makes no warranties that the provision of the CCSP 1 certification programme is secure, consistent or free from bugs, viruses, errors or omission and takes no responsibility for network dropouts or other unforeseen interruptions to the CCSP 1 certification programme in its entirety. SIDC also does not take any responsibility for the integrity of the Candidates' equipment or hardware (computer or device), internet signal bandwidth, or any other consideration outside of the control of SIDC.
- 14.3 SIDC shall not be responsible for any problems, disruptions, difficulties or technical malfunction, including without limitation to, the acts or omissions of third parties, operators, service providers, contractors or agents whom SIDC may use to perform any part of the services in relation to provision of the CCSP 1 certification programme 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.
- 14.4 SIDC shall not be liable in cases where SIDC is unable to fulfil and/or deliver the CCSP 1 certification programme 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.
- 14.5 The CCSP 1 certification programme is 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 CCSP 1 certification programme.

15 INTELLECTUAL PROPERTY

- 15.1 Subject to these Terms & Conditions and full payment of the fees, SIDC shall grant the Candidate a limited, non-exclusive, non-transferable and revocable right to use and access the CCSP 1 certification programme for personal and non-commercial use only and that no right, title or interest shall be transferred to the Candidate by virtue of payment, use or access to the CCSP 1 certification programme.
- 15.2 All intellectual property rights in all materials that are created or made available directly or indirectly from the CCSP 1 certification programme including the literary works, musical works, artistic works, films, videos, broadcast, design, graphics, data and text, audio and sound recording are owned by or licensed to 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 written permission. Any such unauthorised use is strictly prohibited and will constitute an infringement of the SIDC's intellectual property rights.

- 15.3 Any reproduction, communication, public performance, distribution, commercial rental, sale, recording, broadcasting, rebroadcasting or web streaming of content and works produced by or licensed to SIDC in relation to the CCSP 1 certification programme are strictly prohibited.
- 15.4 Any person found in violation of this Clause 15 may result in a legal action being taken against him/her. Candidates who are in breach of this clause 15 may also be subjected to Clause 11 (Offences and Disciplinary Action).

16 LIMITATION OF LIABILITY & INDEMNITY

- 16.1 Candidates shall indemnify and hold harmless SIDC, its officers and employees from and against any losses, liabilities, damages, settlement amounts, and reasonable attorneys' fees, disbursements and costs resulting from or relating to a breach of these Terms & Conditions by the Candidate, including any action brought by a third party.
- 16.2 Candidates further agree that SIDC shall not be liable in contract or in tort for any special, indirect or consequential losses suffered by the Candidates arising from SIDC's refusal, removal, modification or denial of access to the CCSP 1 certification programme to the Candidates or in connection with these Terms & Conditions.

17 PERSONAL DATA

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

18 GENERAL

- 18.1 Candidates hereby understand and agree that the Handbook shall form part of these Terms & Conditions, all of which shall constitute the entire agreement between the Candidates and SIDC and supersedes and extinguishes all previous agreements, representations and understandings between them, whether written or oral, relating to its subject matter. In the case of any inconsistencies between these Terms & Conditions and the Handbook, then the provisions of these Terms & Conditions shall prevail.
- 18.2 These Terms & Conditions shall be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 18.3 SIDC hereby reserves the right and discretion to change, modify, amend or update all or any parts of these Terms & Conditions from time to time without prior notice and for any reasons as it deems fit. Such changes, modifications, amendments or updates shall come into effect immediately as published on the SIDC website at www.sidc.com.my and/or Handbook. It is your responsibility to review any changes made to these Terms & Conditions from time to time.
- 18.4 If any provision (or part of any provision ("part-provision")) of these Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms & Conditions.