

Perbadanan Insurans Deposit Malaysia Protecting Your Insurance And Deposits In Malaysia

TERMS AND CONDITIONS OF USE FOR PIDM EZACCESS WEBSITE



Ref No	PIDM-T&C-EZA-WEBSITE		Version No	1.0
Initial Issued Date		26 July 2024	Revised on	-
TITLE Terms and Conditions of			f Use for PIDM EZ	Access Website

1. General

- 1.1 Welcome to the PIDM EZAccess Website, which you may access from https://ezaccess.pidm.gov.my. Please read these Terms and Conditions of Use that govern the use of the PIDM EZAccess Website, 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 EZAccess Website. By accessing any part of the PIDM EZAccess Website, 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 EZAccess Website 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

2.1 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.

"MI Authorised Person" means the person officially heading the institution e.g. CEO, Managing Director, Head of Country (as reported to Bank Negara Malaysia ["BNM"]) or the person acting on behalf of the CEO in his / her absence (as reported to BNM).

"MI First Appointed Person" means the person who is authorised to certify the Differential Premiums Systems ("DPS") submission as per paragraph 9.7 of the Guidelines on the Differential Premium Systems for Deposit-Taking Members and Return of Total Insured Deposits ("RTID") submission as per paragraph 5.3 of the Guidelines on Total Insured Deposits, Premiums and Validation Programme as well as designated as the MI Authorised Person.



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"MI Second Appointed Person" means the person who is authorised to certify the DPS submission as per paragraph 9.7 of the Guidelines on the Differential Premium Systems for Deposit-Taking Members and RTID submission as per paragraph 5.3 of the Guidelines on Total Insured Deposits, Premium and Validation Programme.

"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.

"One-Time-Password (OTP)" is a time-bound code provided in the MI appointed person(s) e-mail registered with PIDM to access to the PIDM EZAccess Website.

"PIDM Industry Portal" means PIDM's online portal at https://industryportal.pidm.gov.my

"PIDM Industry Portal EZAccess Website" means a dedicated PIDM Industry Portal Microsite which is accessible by MI first and second appointed persons through website URL with unique hyperlink code and OTP.

"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 EZAccess Website.

"User", "you" or "your" means any person nominated by an MI to access or use the PIDM EZAccess Website, including the MI First Appointed Person and MI Second Appointed Person.

3. Disclaimer

3.1 The access to and use of the PIDM EZAccess Website 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 EZAccess Website and its content as well as the information and material contained in the PIDM EZAccess Website, and shall not be responsible for any consequential effect, nor be liable for any loss or damage, howsoever caused.



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- 3.2 PIDM may perform preventive, scheduled or ad-hoc maintenance services on the PIDM EZAccess Website from time to time which may result in an interruption or a delay in the access or use of the PIDM EZAccess Website 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 EZAccess Website.
- 3.3 To the fullest extent permitted by applicable law, PIDM provides the access to and use of the PIDM EZAccess Website 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 EZAccess Website. Without prejudice to the foregoing, PIDM does not warrant that the PIDM EZAccess Website 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 EZAccess Website, with or without fees or charges.

4. Intellectual Property

Unless otherwise stated, all materials contained in the PIDM EZAccess Website, including design, text and images as well as any software programmes or contents available on the PIDM EZAccess Website are protected by copyright, trademark or other proprietary rights owned by PIDM. No part of the PIDM EZAccess Website 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. Prerequisite Checklists

5.1 The recommended/ minimum requirements for the EZAccess System are summarized below.

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Operating System

Support the latest two versions of all major desktop and mobile operating systems, including Windows, iOS and Android.

Internet browser

Support the latest two versions of all major browsers, including Microsoft Edge, Google Chrome, Safari, and Opera.

Screen size/resolution

Optimize for general desktop, tablet and mobile devices with minimum screen size 6.5 inches (landscape) and minimum resolution 1366 X 766.

Networking

- Must be connected to the internet.
- Recommended to have at least 10Mbps or more bandwidth speed.
- Add PIDM's EZAccess website URL (https://ezaccess.pidm.gov.my) to trusted sites.

Firewall/anti-virus software setting

- Windows firewall allows PIDM's EZAccess website URL (https://ezaccess.pidm.gov.my) and IP address (202.184.93.214) on port 443 (HTTPS)
- Antivirus firewall allows PIDM's EZAccess website URL and IP address on port 443 (HTTPS)
- Institution's internal and perimeter firewall allows PIDM's URL and IP address on port 443 (HTTPS)
- The User must ensure that the device(s) used to access and use the PIDM EZAccess Website are secure and free from malicious viruses or any other potential threats that can harm the PIDM EZAccess Website, PIDM Industry Portal, or other Users.
- 5.3 The User must not permit or enable any unauthorised person to access or use the PIDM EZAccess Website, or leave the User's active session unattended in such manner as to enable a person accessing the EZAccess Website.
- 5.4 The User must use the PIDM EZAccess Website as prescribed by the user manual, online help, training or materials provided by PIDM or made available on the PIDM Website from time to time.



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5.5 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 or PIDM Website.

6. One-Time-Passwords (OTPs) and Accounts

- 6.1 The PIDM EZAccess Website is only accessible to and useable by a User who is registered with PIDM. The registered User will be able to access to PIDM EZAccess via a hyperlink provided by PIDM to the User's registered e-mail. An OTP (sent to the User's registered e-mail) will be required for the User to continue access to PIDM EZAccess Website.
- 6.2 The User is responsible for maintaining the confidentiality of the OTP used to access and the use of PIDM EZAccess Website, 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. PIDM may rely on the authority of anyone accessing the User's account or using the User's OTP and will not be liable for any damages and expenses arising out of or relating to any unauthorised use of such account or OTP. The User agrees that the User is responsible for all activities that occur under the User's account.
- 6.3 To minimise the likelihood of a third party guessing a User's OTP and brute-force attack, the User must ensure that the e-mail registered to receive OTP belongs to the First and Second Appointed Person. PIDM is not liable for unauthorized use of OTP issued to the e-mail registered with PIDM Industry Portal.
- 6.4 The User agrees to notify PIDM immediately in the event that the confidentiality of the User's account 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.
- 6.5 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

PIDM may terminate the User's access to PIDM EZAccess Website at any time. If the User no longer accepts the Agreement or any future modification to the Terms and



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Conditions of Use, the User must cease accessing or using the PIDM EZAccess Website. 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 EZAccess Website 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 EZAccess Website is provided without representation or warranty or endorsement by PIDM. Reference on the PIDM EZAccess Website 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 EZAccess Website 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 EZAccess Website should be written and sent to:

Administrator of PIDM EZAccess Website 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. 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, in relation to personal data for use of the PIDM EZAccess Website. Personal data shall have the same meaning as defined in the PDPA.



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10. 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 EZAccess Website 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.

11. Miscellaneous

- 11.1 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.
- 11.2 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.
- 11.3 Any right not expressly granted in these Terms and Conditions of Use are reserved.
