

ICDM Website and Portal Terms of Use

1. The ICDM Website and ICDM Portal are integrated web-based platforms owned and managed by the **Institute of Corporate Directors Malaysia (ICDM)**.
2. The ICDM Website enables individuals and companies to seek corporate information and on ICDM's work and services.
3. The ICDM Portal is specially designed for Directors, aspiring Directors or individuals who are interested in ICDM's work to interact with ICDM for the following purposes:
 - Subscribe to complimentary ICDM e-newsletter;
 - Enroll into a Director programme with a view to completion, as may be prescribed by ICDM in accordance with any of ICDM's Director competency framework;
 - Submit a new membership application with the ability to renew or upgrade from time to time;
 - Access Members-exclusive benefits such as:
 - a) Enjoy member's rate to enroll for a Director programme or event;
 - b) Connect with other members via the Portal's e-connect feature;
 - c) Listing in the ICDM Director registry for board positions;
 - d) Resources such as professional insights and board tools;
 - e) Any other new features or benefits we may introduce from time to time.
4. To use the ICDM Portal for any of the above mentioned purposes, users are required to:
 - Sign up/create an account;
 - Accept and agree to give consent to ICDM to store their data in accordance to the ICDM PDPA Policy;
 - Accept and agree to be bound by these terms and conditions.
5. You agree, warrant and represent that any user accessing or using the ICDM Portal on your behalf has the legal authority to do so, and to bind you to the relevant terms and conditions.
6. **Right to Use**
 - Subject to your payment where applicable, we grant you a limited, non-exclusive, non-transferable right to access and use the ICDM Portal for the particular purposes described in these terms and conditions. Other than expressly provided in these terms and conditions, you may not directly or indirectly access or use the ICDM Portal on behalf of any other party. Any commercial use, use in violation of these terms and conditions or laws, or use for data mining or other unauthorised use, is expressly prohibited.

- You must only use the ICDM Portal, and anything made available to you on or via the ICDM Portal, for lawful purposes, in compliance with all applicable laws and regulations, in a responsible manner and not in a way that may mislead or damage ICDM's reputation.
- You remain responsible for all of your activity on or in connection with the ICDM Portal for all the content you may upload, post, submit or make available on or through the ICDM Portal.
- ICDM may terminate, disable, block or suspend your right to access and use the ICDM Portal if it considers that you have breached these terms and conditions. In the event of termination, you must immediately cease all use of the ICDM Portal. ICDM may also remove, without any notice to you and at its absolute discretion, any content posted on the ICDM Portal or ICDM Website.

7. Data Accuracy, Eligibility and Additional Terms and Conditions

- You warrant that the information provided by you in the ICDM Portal is true and correct, current, complete, and not misleading or deceptive.
- For the Director programme:
 - a) You can enroll into a Director programme at any time, subject to payment of the prescribed fees and your agreement to the Programme Registration Terms & Conditions.
 - b) Your current board position or executive position as updated in the Profile tab will be used to generate the programme attendance list and enable ICDM's trainers to make relevant adjustment in their programme delivery to you.
- For Membership:
 - a) You can apply for ICDM Membership at any time, subject to payment of the prescribed fees and your agreement to the Membership Terms & Conditions.
 - b) Your full Profile which includes personal information, board and executive work experience are required at the point of submitting your application for review and processing.
- For Directorship opportunities/Director registry service:
 - a) This is a service made available to ICDM Members only.
 - b) Your full Profile which includes personal information, board and executive work experience as well as interest for directorship opportunities are required.
 - c) The information you provide in your Profile may be used to match with the requirements of a board position.
 - d) ICDM makes no guarantee that you will get a board placement.

8. Availability and Reliability of the ICDM Portal and ICDM Website

- ICDM may make modifications and enhancements to the format, functionalities, features and content of the ICDM Portal or ICDM Website from time to time, without prior notice, to enhance the experience of its users.
- ICDM will take necessary steps to ensure the availability of the ICDM Portal and ICDM Website unless it is in a situation beyond our control and minimise any potential interruption or error or defect in the ICDM Portal or ICDM Website on our best efforts. You agree that access to the ICDM Portal and ICDM Website is provided on an 'as is' and 'as available' basis.
- ICDM will take necessary steps on our best efforts to ensure that files or content available for download from the ICDM Portal or ICDM Website, or provided via electronic mail through the ICDM Portal, will be free from viruses, worms, Trojan horses or other code that may have contaminating or destructive elements. However, it is your responsibility to implement appropriate latest IT security safeguards (including anti-virus and other security protections) to minimise such risk that may be beyond our control.

9. Accessing the ICDM Portal

- If you are provided with a username and password or other identifier as part of the ICDM Portal access or security procedures, you must treat such information as confidential and not to disclose it to anyone else or allow any third party to access the ICDM Portal using your 'log-in' details (other than your nominated affiliates).
- You agree to promptly notify ICDM via portal@icdm.com.my if you suspect any unauthorised use of your 'log-in' details or other security breach related to the ICDM Portal.
- ICDM will not be held liable for any unauthorised use of the ICDM Portal or your failure or neglect to protect your username and password.

10. Third party links

- The ICDM Portal and ICDM Website may contain links to other websites operated by third parties. Any such links are provided for convenience only, and you agree that ICDM does not in any way endorse the linked site.
- You also agree that ICDM is not responsible for the contents or practices of such third party websites and you are solely responsible for making your own decisions regarding the accuracy, legality, reliability and correctness of material and information found on such sites.

11. Copyright and other intellectual property rights

- a. You acknowledge that all resources made available to you in the ICDM Portal and ICDM Website are the copyright of ICDM and its respective owners.
- b. No part of the resources can be reproduced without the written permission of ICDM and its respective owners.

12. Privacy

- ICDM takes reasonable steps to protect the privacy and security of your information. Please refer to the ICDM Privacy Policy.
- Your use of the ICDM Portal and ICDM Website is subject to, and you warrant that you have read and agree with, the Privacy Policy.

13. General

- These terms and conditions represent the entire agreement between you and ICDM in respect of your use of the ICDM Website and ICDM Portal.
- If any part of these terms and conditions are held to be unenforceable or invalid, that part shall be severed and the remaining terms and conditions will continue to apply.
- These terms and conditions are governed by the laws of Malaysia and you agree that the Malaysian Courts (and the appeal courts from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these terms and conditions.
- You may not transfer or assign any of your rights or obligations under these terms and conditions.
- Failure by ICDM to enforce a right under these terms and conditions does not constitute a waiver of that right.
- You indemnify and hold ICDM, its directors, employees and agents harmless from and against all loss, damage, liability, charge, expense (including all reasonable legal and other professional costs on a full indemnity basis), and any unauthorised use of any nature or kind arising from any breach of these terms and conditions by you or any of your nominated affiliates.
- ICDM may unilaterally modify these terms and conditions at any time by posting a modified set of Terms of Use on the ICDM Website or ICDM Portal. By you then continuing to access or use the ICDM Website and ICDM Portal, you agree that such modified terms and conditions will apply from that point forward.

These Terms of Use were last updated on 23 August 2018.