



Terms and Conditions

Thank you for using SOCSO'S **LMX** Portal. By registering to use the website, you will become a User of the Website and agree to be bound by these Terms and Conditions. Please read and understand the Terms and Conditions for the access to the Website and use of the services contained therein. If you do not agree with these Terms and Conditions and do not wish to be bound by it, please do not register for, or use the Website. Access to and use of the Website is always subject to the following Terms and Conditions.

1. DEFINITIONS

- 1.1 "**Website**" means the **LMX** Portal.
- 1.2 "**Content**" means all data, information data, text, software, music, sound, graphic, video, materials and any other content including, but not limited to, text messages, logos, caller group icons, picture messages and a list of jobs as contained on the Website.
- 1.3 "**Employer**" means the owner of an industry and includes its agent, manager, factor, or a private employment agency engaged by the employer to recruit an employee for himself, whenever the context requires.
- 1.4 "**SOCISO**" means the Social Security Organization established under the Employees Social Security Act 1969.
- 1.5 Emails, job postings, web site content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by employer to SOCSO.

2. RULES OF USAGE

- 2.1 You must be 16 years of age or above and you are required to register as a user for the Website to enable you to access and use the Website.
- 2.2 By this registration, you make representations and warrants that:
 - i. you have the authority to sign up and use the Website.
 - ii. you are the person who registered in the name on the registration screen; and
 - iii. the information and details given by you on registration or at any time are true and accurate.

SOCSCO has the absolute right to refuse or cancel your registration if the information supplied is incomplete, incorrect, false, or fraudulent.

- 2.3 Subject to the Terms and Conditions, you are given non-exclusive and limited non-transferable rights to access and use the Website. You agree to comply with all Terms and Conditions contained, and any additional rules and regulations for the usage of the Website, which is updated from time to time.

3. PASSWORD AND SECURITY

- 3.1 When you register to use the Website, you will be asked to create a password. To prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password, you should notify SOCSCO by contacting SOCSCO immediately.
- 3.2 If SOCSCO has reason to believe that there is potential breach of security or misuse of the Website, SOCSCO may require you to change your password, or we may suspend your account.
- 3.3 As a result of your loss of your password or the misuse of the Website:
- a. all losses or damage incurred thereby shall be borne by you; and
 - b. you shall fully indemnify SOCSCO should SOCSCO suffer any loss or damage.
- 3.4 SOCSCO will not be responsible for any loss and/or damage suffered by you due to unauthorized usage or misuse of the password.

4. INTELLECTUAL PROPERTY

- 4.1 The Website, its Content, and all right, title, and interest in and to the Website and its Content are the exclusive property of SOCSCO.
- 4.2 The Website and its Content are protected by copyright, trademark, database right and other intellectual property rights.
- 4.3 You may retrieve and display the Content of the Website on a computer screen, store such Content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such Content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.
- 4.4 You must not reproduce, modify, copy, distribute or use for commercial purposes any of the materials or the Content on the Website without written permission from SOCSCO.

5. CONDITION FOR WEBSITE USAGE

- 5.1 You are prohibited to use the Website to carry out any activities that are against the law or any activities that are deemed by SOCSO as inappropriate or used not for the purpose the Website is provided for.
- 5.2 You must not resell or assign your rights or obligations under these Terms and Conditions and make any unauthorized commercial use of the Website.
- 5.3 You are only allowed to use your registered account. Usage of other use accounts through the Website is prohibited.
- 5.4 By using the Website, you hereby represent, warrant, undertake and agree that you will not:
 - a. broadcast, publish, send, distribute, or upload any information through or link directly or indirectly any information into the Website that contains virus, Trojan horse, worm, time bomb, cancelbot, or any software code or other harmful programming routines that are designed to damage, interfere to detriment, secretly intercept or steal any Website 's data or personal information.
 - b. broadcast, publish, transmit, distribute, or upload any information through or link directly or indirectly any information into the Website that violates any copyright, trademark or any other intellectual property rights of a third party, unless the user has permission from the owner, or the action does not violate any intellectual property rights.
 - c. use, reproduce, distribute, publish, or communicate any information obtained from the Website for any commercial reasons, unless the activity has been approved in writing and expressly by SOCSO; and
 - d. use the Website for any purposes that violate the laws in Malaysia.
- 5.5 SOCSO will be able review and remove any content submitted, posted, or displayed by users that SOCSO considers violates these Terms and Conditions, laws, is abusive, disruptive, offensive, or illegal, or violates the rights of, or harms or threatens the safety of, other users of the Website. SOCSO reserves the right to remove users and bar their further access to the Website and/or use of any services provided from the Website for violating the Terms and Conditions or applicable laws, rules, or regulations.
- 5.6 You are to acknowledge that any reliance on material posted by other users will be at your own risk.
- 5.7 You hereby authorize SOCSO to disclose the information provided in the registration screen for the purpose of enforcing the law or for the purpose of collaborating with any authority or government agency for any purpose of law related activities.

6. ADDITIONAL CONDITIONS APPLICABLE TO EMPLOYERS

- 6.1 Employer warrants that any Employer Content provided to be used in connection with any services provided from the Website will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights or publicity or privacy, and defamation laws.
- 6.2 Employers agree that it shall disregard any personal data received from the candidate which are irrelevant to obtaining and assessing the suitability of candidates.
- 6.3 SOCSO does not allow any Employer Content on the Website that request candidates to pay any kind of fees including deposits, placement and processing fees and purchasing fees.
- 6.4 SOCSO is not obliged to monitor the Employer Content but may monitor the Employer Content randomly.
- 6.5 SOCSO's resume database is to be accessed and used solely by Employers and you shall not disclose any of the data to any third party, unless authorized to do so by SOCSO for employment purposes.
- 6.6 You shall take necessary measure to protect the data you have obtained from the SOCSO's resume database from loss, misuse, unauthorized access, disclosure, alteration or destruction.
- 6.7 Employers shall not use the SOCSO's resume database for any other purpose except as an employer and/or on behalf of an employer seeking employees.
- 6.8 All vacancies posted are solely for the positions located within the Malaysian states.
- 6.9 All private employment agencies must hold a valid license under the Private Employment Agencies Act 1981 [Act 246] to carry on recruiting activity at all material times.
- 6.10 All private employment agencies must be authorized by the employer before posting any vacancies on behalf of the employer.

7. ADDITIONAL CONDITIONS APPLICABLE TO CANDIDATES

- 7.1 All information provided by you in the Website shall be disclosed by SOCSO to prospective employers.
- 7.2 SOCSO reserves the right to delete your account and all your information after a significant duration of inactivity.
- 7.3 Candidates must exercise caution and assume all risks dealing with employers listed on the Website as SOCSO does not screen or censor the listings and is not involved in the actual transaction between employers and candidates.

8. SUSPENSION OR CANCELLATION OF REGISTRATION

These Terms and Conditions are effective and binding on all users from the date you sign up to use the Website and will continue in full force until the Website is terminated. SOCSO has the right to suspend or cancel your registration immediately in the event of breaching these Terms and Conditions or applicable laws, rules, or regulations.

9. EXCLUSION OF LIABILITY

- 9.1 The Website serves as a platform for job matching and all parties are bound to submit accurate and true information. SOCSO is not responsible for the truth and accuracy of the content submitted, posted, or displayed by users, the quality, safety and legality of the jobs listed.
- 9.2 SOCSO bears no liability for the risk dealing between users of the Website including physical risk.
- 9.3 SOCSO does not endorse, represent, or warrant any user or third party who use the Website. The use of the Website and the Content is at your own risk.
- 9.4 SOCSO is not responsible for any loss, injury or damage to you arising whether in contract, tort, negligence, "strict liability" or on other policies, including but not limited directly or indirectly to any indemnity or loss of profits or savings arising in connection with access or use of or the inability to access or use the Website, confidence in the information contained in the Website , and in case of hardware or software failure, interruptions, errors, lags, delays in operation, computer viruses and so on. This exclusion of liability clause shall have the full effect to the extent permissible by laws.
- 9.5 SOCSO shall not be held responsible for the content on any site linked outside of the Website.

10. INDEMNITY BY THE USER

You agree to defend, indemnify, and protect SOCSO, staffs, employees, agents, licensors, suppliers or any other third-party suppliers of the Website from any loss, liability, claims, and expenses (including legal fees), arising from your use or misuse of the Website without limitation, for the following:

- i. claim for patent, trademark, copyright or other intellectual property rights or ownership rights violations committed by third parties against SOCSO in connection with your use of the Website.
- ii. the use of the Website by people who use your account with or without your permission; or
- iii. you do not comply with these Terms and Conditions.

11. MODIFICATION OF THE TERMS AND CONDITIONS

The Terms and Conditions may be modified at any time and from time to time at the discretion of SOCSO and such modifications shall be effective immediately when uploaded to the Internet. You are advised to check the Terms and Conditions from time to time for any changes. The usage and your continuous access to the Website will be considered as final acceptance of the modified Terms and Conditions.

12. INTERUPPTION OF COMPUTER WEBSITE

- 12.1 SOCSO shall not be responsible for any interruption, delays, failures, errors or loss of transmitted information or any viruses that damage your computer system. You will be responsible to ensure your computer system is capable of receiving data backup of data and/or equipment to scan for computer viruses.
- 12.2 SOCSO provides no representations and warranties related to the accuracy, functionality or performance of any third-party software that may be used in connection with the Website.

13. CONFIDENTIALITY

The information you provide during registration for the use of the Website is kept by SOCSO. The information provided will be used to inform you about SOCSO's new products or services (or from the relevant government agencies or agencies affiliated with SOCSO) to meet your needs.

Note: If you wish to know more about our Terms & Conditions, please do not hesitate to contact the following relevant department:

Telephone No: 1300 22 8000

Email Address: perkeso@perkeso.gov.my

Postal Address: Menara PERKESO Putrajaya,

No. 6, Persiaran Perdana,

Presint 2, 62100 Putrajaya