

SSM MyCoID PROTOCOL

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1. PREAMBLE

- 1.1 The SSM MyCoID Protocol explains the parameters for the application of MyCoID Services (as defined hereinafter) and the manner of communication or transmission of documents approved by the Registrar/Head of Agencies pursuant to section 11A(4) of the Companies Act 1965 to enable the lodgement of documents electronically with the Companies Commission of Malaysia (SSM) and the Agencies.
- 1.2 For the purpose of this document, any reference to an act or approval by the Registrar/Head of Agencies or lodgement of documents with the Registrar/Head of Agencies for the purpose of MyCoID Services shall also mean an act or approval by SSM and the Agencies or lodgement of documents with SSM and the Agencies.
- 1.3 Subscribers shall be—
- a. For MyCoID Services stated in Clause 4.1:
 - i. members of a prescribed professional body pursuant to section 139A(a) of the Companies Act 1965; and
 - ii. persons licensed by the Registrar pursuant to section 139A(b) of the Companies Act 1965; and
 - b. For MyCoID Services stated in Clause 4.2:
 - i. Any individual.
- 1.4 In order to lodge documents electronically with SSM and the Agencies, a subscriber shall comply with the SSM MyCoID Protocol and the SSM MyCoID Portal Terms and Conditions of Subscription (as defined hereinafter).
- 1.5 The SSM MyCoID Protocol may be varied at any time by publishing notice of the variation on SSM MyCoID Portal. In addition, notice of such variations will also be sent to the Subscribers (as defined hereinafter) at the address provided in the SSM MyCoID Portal Terms and Conditions of Subscription.

2. OBJECTIVES

- 2.1 The SSM MyCoID Protocol governs the parameters of the MyCoID Services and serves as a guide on how documents are to be communicated and transmitted to SSM and the Agencies for the purpose of e-lodgement.

3. DEFINITIONS

- 3.1 **'Data Transmission'** means one or more electronic documents and/or other information assembled into a single message sent or transmitted to SSM and the Agencies by the Subscriber.
- 3.2 **'Electronic Document'** means the prescribed forms provided under the E-Lodgement Service as well as other attachments and reports required to be lodged under the Acts

referred to Clause 1.1 which have been electronically transcribed in the manner provided under the SSM MyCoID Portal.

- 3.3 **‘MyCoID Services’** means a service provided by SSM and the Agencies for the electronic lodgement of documents with the Registrar/Head of Agencies pursuant to the provisions of the Acts referred to Clause 1.1.
- 3.4 **‘Electronic Signature’** means a method used and prescribed by SSM and the Agencies to identify a person and to indicate that person’s approval of the information for the purpose of MyCoID Services.
- 3.5 **‘Personal Identification’** means the personal identification of the Subscriber which includes his/her user name, password, and/or a personal identification number (NRIC) and any other information as the Registrar and Agencies deem suitable.
- 3.6 **‘SSM MyCoID Protocol’** means this document or any variations to it as in force from time to time.
- 3.7 **‘SSM MyCoID Portal Terms and Conditions of Subscription’** means the agreement between a Subscriber and SSM containing the terms and conditions for the use of the MyCoID Services made pursuant to section 11A(2) of the Companies Act 1965.
- 3.8 **‘Subscriber’** means a person who has subscribed to the SSM MyCoID Portal Terms and Conditions of Subscription and has paid the relevant subscription fees.
- 3.9 **‘Subscription’** means the Subscriber’s subscription to the SSM MyCoID Portal.

4. TABLE OF SERVICES

- 4.1 The following services are available to a Subscriber pursuant to Clause 1.3(a).

Service provided by the E-Lodgement Service	Documents involved	Date of commencement of service – roll-out date
Request for availability of name	Form 13A	To be confirmed
Application to incorporate a company (local)	Form 6, Form 48A and Memorandum & Articles of Association.	"
First submission after incorporation	Form 24, Form 44, Form 49	"
Submission of annual return for companies having a share capital (exempt private companies)	Form of Annual Return of a company having a share capital and Certificate Relating to an Exempt Private	"

Service provided by the E-Lodgement Service	Documents involved	Date of commencement of service – roll-out date
	Company	
Submission of annual return for companies having a share capital (other than exempt private companies)	Form of Annual Return of a company having a share capital, financial statements, and Form 56 (where applicable)	"
Application for change of company name	Form 11, Form 52	"
Notice of situation of registered office and office hours and particular of changes	Form 44	"
Notice of place where Register of Members and Index kept or of change in that place	Form 53	"
Application for company secretary's licence	Form 48B	"
Application for renewal for company secretary's licence	Form 48C	"
Return giving particulars in Register of Directors, Managers and Secretaries and changes of particulars	Form 49, Form 48A	"
Return of allotment of shares	Form 24	"

4.2 The following services are available to a Subscriber pursuant to Clause 1.3(b):

Service provided by the E-Lodgement Service	Documents involved	Date of commencement of service
Request for availability of name	Form 13A	To be confirmed
Application for company secretary's licence	Form 48B	"

4.3 SSM and the Agencies reserve the right to include other MyCoID Services or exclude the available MyCoID Services listed in clause 4.1 and clause 4.2 at any time.

4.4 Where the Subscriber lodges a document electronically with SSM which attracts a fee as set out in the Second Schedule of the Companies Act 1965, the Subscriber shall pay such fee by one of the payment methods indicated by SSM.

5. ELECTRONIC SIGNATURE

- 5.1 SSM may determine the technology to be used as Electronic Signature. The Subscriber shall use only the Electronic Signature determined and approved by SSM.
- 5.2 For the purpose of lodging document electronically with SSM, SSM recognises the use of a validated user name which is unique to the Subscriber by registering at the SSM MyCoID Portal.
- 5.3 Should SSM determine, in its absolute discretion, that it will vary the technology of acceptable Electronic Signature, SSM may give a notice before such decision becomes effective.

6. CATEGORIES OF DOCUMENTS

- 6.1 A document includes the prescribed forms gazetted by the Registrar/Head of Agencies for the purposes of the MyCoID Services, and if required, includes any report or attachment required to be lodged under the respective Acts and/or Regulations of the Agencies as referred to in Clause 1.1.
- 6.2 Only documents listed in the Table of Services pursuant to Clauses 4.1 and 4.2 of the SSM MyCoID Protocol may be lodged electronically with SSM.
- 6.3 A document lodged electronically with SSM shall be:
 - a. the original document where it is sufficient for the document to be signed and lodged by the Subscriber as required by the respective Acts and/or Regulations of the Agencies as referred to sign the document; or
 - b. a copy document where the documents transmitted electronically contains a data from a paper text document originally signed by another person or persons other than or apart from the Subscriber as the case may be, as required by the respective Acts and/or Regulations of the Agencies as referred to do so.
- 6.4 If a document is lodged electronically under Clause 6.3(b), the Subscriber undertake to ensure that the paper text document has been duly executed by the person or persons required to sign the said document.

7. SSM MYCOID PORTAL TERMS AND CONDITIONS OF SUBSCRIPTION

- 7.1 Prior to the use and/or application of the MyCoID Services, the Subscriber shall first accept the SSM MyCoID Portal Terms and Conditions of Subscription available at the SSM MyCoID Portal.

8. SUBMISSION OF DOCUMENTS ELECTRONICALLY

- 8.1 In order to submit a document to SSM and the Agencies electronically, the Subscriber must:
 - a) key-in the required input into the MyCoID Services;
 - b) convert accompanying attachment, if any, into an Electronic Document;

- c) electronically sign the document in a manner as approved by the Registrar/Head of Agencies; and
 - d) transmit the Electronic Document to SSM in a Data Transmission.
- 8.2 A Data Transmission may contain one or more Electronic Documents.
- 8.3 A Data Transmission or an Electronic Document will be considered as received by SSM upon notification of its successful transmission is displayed on the computer screen.
- 8.4 The date and time of receipt of a Data Transmission (and any Electronic Document contained therein) is the date and time of receipt recorded and displayed on the computer screen.
- 9.5 Any Data Transmission received after official working hours will be processed at the next working day.

10. RELIANCE ON DATA TRANSMISSION OR ELECTRONIC DOCUMENT

- 10.1 SSM and the Agencies are entitled to act and rely on a Data Transmission or Electronic Document submitted by the Subscriber.
- 10.2 The acknowledgement of receipt of an Electronic Document lodged through the MyCoID Portal does not mean that the document has been or will be lodged for the purposes of the respective Acts and Regulations of the Agencies as referred to. The document will be considered as lodged upon due notification.
- 10.3 A notice pursuant to Clause 10.2 will be emailed to the address provided in the SSM MyCoID Portal Terms and Conditions of Subscription.

11. UNAUTHORISED ACCESS TO COMPANY RECORDS/INFORMATION

- 11.1 The MyCoID Services shall be strictly used only for the purposes mentioned in clause 4
- 11.2 Nothing in the SSM MyCoID Protocol is to be taken as extending any facility, power or approval to the Subscriber to lodge documents in respect of companies for which the Subscriber is not authorised to act.
- 11.3 SSM and the Agencies reserves the right to monitor the use of its MyCoID Services and if it has a reasonable cause to believe that the MyCoID Services has been improperly used by the Subscriber, issue a notice to suspend the Subscriber's access to the MyCoID Services until the matter is resolved to the satisfaction of SSM and the Agencies.

12. FEES AND METHODS OF PAYMENT

- 12.1 The fees and charges set out in the Second Schedule of the Companies Act 1965 shall be payable in respect of documents lodged electronically.
- 12.2 Where a fee is payable for a matter involving the doing of an act by SSM, SSM shall not do such act until the fee is paid.

12.3 Upon lodgement of an Electronic Document which attracts a fee under Second Schedule of the Companies Act 1965 (and as per 12.1), the Subscriber shall pay the relevant fee through one of the following payment methods:

- a) MyCoID prepaid system; or
- b) credit card; or
- c) direct debit; or
- d) internet banking

13. CONFIDENTIALITY AND SECURITY

13.1 The Subscriber shall keep confidential and secure his/her password and at no time shall the Subscriber reveal his/her password to other person(s).

13.2 The Subscriber shall comply with any laws that may apply in relation to the privacy of information that the Subscriber holds or accesses.

13.3 The Subscriber must not commercially exploit or otherwise use any information of a company supplied or made available to the Subscriber, other than for the purpose of transmission to SSM and the Agencies.

13.4 If the Subscriber believes that his/her password has been compromised in any way, manner or form, the Subscriber must change the password through the account setting screen.

14. EXCLUSION OF LIABILITY

14.1 SSM and the Agencies shall not be liable for any loss or damage suffered by the Subscriber, the companies represented or any other person pursuant to the use of the MyCoID Services by reason of any error or omission of any nature or however arising.

15. TERMINATION OR SUSPENSION OF MYCOID SERVICES

15.1 SSM may suspend immediately and/or terminate the Subscriber's subscription to the SSM MyCoID Portal:

- (a) at any time by giving not less than seven (7) days notice of termination if:
 - i. The Subscriber fails to make a payment when it becomes due in relation to the Subscription or any other account or arrangement with SSM; or
 - ii. an interim order is made or a voluntary arrangement approved or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Subscriber or if a receiver or trustee is appointed to the Subscriber's estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the Subscriber's assets or undertakings; or
 - iii. there are other reasons that SSM deems fit,

- (b) Immediately by giving the Subscriber notice of termination where SSM has reason to believe that the Subscriber has used the SSM MyCoID Portal for unlawful purposes or in unlawful manner or is in breach of the SSM MyCoID Portal Terms and Conditions of Subscription or the SSM MyCoID Protocol.

15.2 Where SSM believes that the Subscriber has breached any of the terms of the SSM MyCoID Portal Terms and Conditions of Subscription or the SSM MyCoID Protocol in any way, SSM at its discretion may send a notification to the email address provided for such breach to be remedied. Where the breach has not been remedied to the satisfaction of SSM within the period of three (3) days of the date of such notice, SSM shall have the discretion to suspend or terminate this Subscription immediately.

15.3 A suspension of the Subscription shall remain in force until notified to the contrary by SSM.

15.4 Any exercise by SSM of its right to suspend a Subscription shall not exclude its right to subsequently terminate the said Subscription.

15.5 The Subscriber may terminate this Subscription at any time by giving SSM not less than fourteen (14) days notice in writing.

15.6 Upon termination or suspension of the Subscription howsoever arising the following provisions shall apply:

- (a) termination or suspension shall not prejudice or affect any right or action or remedy which shall have accrued or shall thereafter accrue to the Subscriber or SSM;

any outstanding payments accrued by either party before or after the termination or suspension of the Subscription shall be paid by the relevant party where applicable.

16. NOTICES

16.1 A notice, approval or consent given by SSM and the Agencies to the Subscriber shall be sent by e-mail to an address provided by the Subscriber to SSM for this purpose.