

Society of Actuaries
Terms and Conditions Agreement for e-Learning Candidates
Updated 8/2/2010

This Terms and Conditions Agreement for e-Learning Candidates (terms and conditions) applies to all Society of Actuaries (SOA) e-Learning accessed and/or delivered on the SOA e-Learning system. This includes, but is not limited to, the Fundamentals of Actuarial Practice (FAP) course, FSA modules, the Decision Making and Communication (DMAC) module and any associated exercises and assessments.

The term “course” includes all modules, exercises, assessments and all associated materials delivered by the SOA e-Learning system. The term “assessment” refers to the FAP Interim Assessment and Final Assessment and the DMAC project. The terms “submission” refers to any document uploaded to the e-Learning system such as End-of-Module Exercises and assessments.

The standards set forth in these terms and conditions may seem stricter than those to which you are accustomed in other examination environments. The SOA maintains these strict standards because the courses, assessments and submissions are such a significant part of a candidate’s career. Therefore, equitable administration of SOA e-Learning and enforcement of the highest standards of conduct cannot be emphasized too strongly.

The SOA retains the right to modify these terms and conditions at any time and/or without notice. All e-Learning registrants are required to comply with the most recently posted version of this terms and conditions agreement.

This Terms and Conditions Agreement for e-Learning Candidates describes:

- [SOA e-Learning Course Policy](#)
- [Use of e-Learning Course Materials](#)
- [SOA e-Learning System Access](#)
- [FAP Interim Assessment](#)
- [FAP Final Assessment](#)
- [e-Learning Discussion Forums Participation](#)
- [Discipline](#)
- [Disciplinary Action for Candidates](#)
- [Plagiarism, Collusion and Collaboration](#)
- [Examples of Improper Conduct](#)
- [Process to Report Rule Infractions and Improper Conduct](#)
- [Disclosing Violations to Other Actuarial Organizations](#)
- [Effective Period](#)
- [Course Withdrawal](#)
- [Responsibility for Loss](#)
- [General Disclaimer and SOA Rights](#)
- [Attestation](#)

SOA e-Learning Course Policy

To begin any SOA e-Learning course you must attest that you have read and agreed to the terms and conditions contained in this Terms and Conditions Agreement for e-Learning Candidates.

Use of e-Learning Course Materials

All e-Learning course materials, along with references used in or related to the courses, are the property of the SOA or of third parties and used under permission granted to the SOA and may only be used in the manner detailed in these terms and conditions. Permission to use the material in any other way must be obtained in writing from the SOA and/or copyright holder of the material. These materials are for the sole use of individuals registered for the course, or others as approved by the SOA.

As an e-Learning course registrant, you may view and read all materials related to your registered courses that are part of the SOA e-Learning system. You may also print any or all screen and pdf file pages for your personal use in taking the course but you may not share, communicate, publish or in any manner distribute to other parties the course materials, User ID and password, reference material provided through the e-Learning system, links or any other materials.

The terms and conditions regarding use of materials apply upon registration for a course, while you are taking a course and upon and after completing, withdrawing from or terminating a course.

SOA e-Learning System Access

You agree that you will not use any robot, spider or other device, process or means to access the SOA e-Learning system. Nor shall you use any process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior expressed written permission. You agree that you will not compromise or circumvent the security controls of the SOA e-Learning system or otherwise gain unauthorized access to SOA e-Learning system information. You agree that you will not use any device, software or routine that interferes with the proper working of the SOA e-Learning system nor shall you attempt to interfere with the e proper working of the SOA e-Learning system. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the SOA infrastructure.

FAP Interim Assessment

The FAP Interim Assessment is a measure of your understanding and application of the key concepts presented in Modules 1-5. You must register in advance of taking the Interim Assessment. You may not access the FAP Interim Assessment until you have successfully completed Modules 1-5. Once registered and eligible, the FAP Interim Assessment is available to you on demand.

You may not give or receive any assistance on the Interim Assessment. You may **not** discuss the Interim Assessment with any others, including peers and supervisors, via the FAP Discussion

Forums or any other communication vehicle. Distributing Interim Assessment materials is strictly prohibited. You may access the course material as you are completing the Interim Assessment. There is no supervisor involvement with the Interim Assessment. You will attest that the work submitted reflects your own work and that you have not shared, communicated, published or distributed in any manner any materials to other parties.

By agreeing to these terms and conditions upon course registration, you agree to have all submissions checked for plagiarism, improper collaboration, collusion and improper conduct at anytime, even after a grade or designation is issued and by whatever mechanism the SOA deems appropriate.

Once downloaded, the FAP Interim Assessment must be completed within a specified period of time. Interim Assessments not submitted in the required template within the specified timeframe will not be accepted and a failing grade will be issued. Sharing, communicating, publishing or distributing the FAP Interim Assessment materials in any manner is strictly prohibited.

FAP Final Assessment

The FAP Final Assessment is a measure of your understanding and application of the key concepts presented throughout the FAP course, with emphasis on Modules 6-8. You must register in advance of taking the Final Assessment. You may not access the Final Assessment until you have successfully completed Modules 1-8 and received credit for the Interim Assessment. Once registered and eligible, the FAP Final Assessment is available to you on demand.

You must register for the FAP Final Assessment and identify a Fellow (FSA) of the SOA, or other SOA approved supervisor, to supervise the download and upload of your Final Assessment and attest to their belief that your submission represents your own work. You must not be related to your supervisor.

You may discuss the Final Assessment with any others including peers and supervisors, or via the e-Learning Discussion Forums. Your actual submission however, must be a result of your own work and in your own words.

By agreeing to these terms and conditions upon course registration, you agree to have all submissions checked for plagiarism, improper collaboration, collusion and improper conduct at anytime, even after a grade or designation is issued and by whatever mechanism the SOA deems appropriate.

Once downloaded, the FAP Final Assessment must be completed within a specified period of time. Final Assessments not submitted within the specified timeframe will not be accepted and a failing grade will be issued. Sharing, communicating, publishing or distributing the FAP Final Assessment materials in any manner is strictly prohibited.

e-Learning Discussion Forums Participation

The e-Learning Discussion Forums provide you with the opportunity to communicate with fellow learners regarding course content, End-of-Module exercises, the FAP Final Assessment and the DMAC project. The Discussion Forums may NOT, however, be used as a discussion vehicle or for posting information related to the FAP Interim Assessment. Discussion and/or giving or receiving assistance of any kind on the FAP Interim Assessment is strictly prohibited.

Discussion Forums Participation

Participation in the Discussion Forums is optional but encouraged. You should assume that all postings are available to the general public. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Discussion Forums.

You are expected to follow appropriate and professional practices including posting messages and questions that help others, further a conversation or resolve an issue.

Discussion Forums Participation Rules

While participating in this Discussion Forums you may not post any material that is knowingly false and/or defamatory, inaccurate or otherwise in violation of any law. You may not post any material subject to copyright or trademark protection unless you have the express consent of the owner of the rights to do so.

Strictly prohibited postings include, but are not limited to:

- Messages that are malicious, offensive or obscene (including profanity)
- Proprietary, confidential, privileged or otherwise restricted information
- Communications with competitors about prices or terms of service
- Communications in violation of federal or state antitrust laws
- Messages that are irrelevant to the discussion
- Provoking, distracting, or misleading messages
- Messages posted under someone else's name
- Advertisements or self-promotions
- Personal information such as addresses, phone numbers or other personal information
- Spam
- Text written in ALL CAPS

- Job openings and/or resumes

You must respect the security of the Discussion Forums and you may not attempt to gain access to areas private to the SOA or another participant. Forums participants may not solicit other forums participants outside of the forums without receiving expressed written consent from the participant.

The SOA reserves the right to remove any material it considers inappropriate, or not in the SOA's best interests.

Disclaimers

Neither the SOA nor the individuals or companies participating in the SOA Discussion Forums are responsible for or make any representations or guarantees with regard to the accuracy, completeness or suitability of the posted material, and they assume no responsibility or liability for any direct, indirect, incidental, special, consequential, or other damages arising out of any individual's use of, or reference to, the information posted in the Discussion Forums. Information presented in the Discussion Forums does not represent the opinions of the Society of Actuaries, its officers, directors, staff, representatives and/or its affiliates. The SOA does not endorse or align itself with any viewpoint posted by any individual, entity or visitor to the Discussion Forums.

The SOA's Rights

The SOA retains the right, but not the obligation, to refuse to post or to remove any material at any time if we believe it violates any of the participation rules, and/or, solely, in the SOA's discretion, the material is not in the SOA's best interests.

Discipline

Failure to adhere to the terms and conditions in this document will result in disciplinary action by the SOA's Education Committee. Further discipline is possible under the Candidate Code of Conduct for candidates who are not SOA members or the appropriate Member Code of Conduct for candidates who are also members of the SOA.

Disciplinary Action for Candidates

Cheating, any attempt to cheat, assisting others to cheat, participating in cheating in any manner, engaging and/or attempting to engage in any improper conduct, such as described in the examples listed below, is a serious violation and will result in the disqualification of your submission and you will be subjected to SOA disciplinary action. In addition to submission disqualification, disciplinary actions for violations include, but are not limited to, a prohibition against continuing with the course(s) or other SOA examinations and e-Learning courses for a specified period from one year up to and including a lifetime ban. If your e-Learning course expires during or after your ban, you will be required to re-purchase the course and all previously completed exercises will need to be redone and submitted for grading.

The SOA reserves the right to initiate disciplinary actions at anytime, even if you have already completed and earned credit for a course or assessment and have obtained the ASA or FSA designation. A designation earned under false pretenses will be revoked. In the event of a designation removal, your name may be posted on the SOA Web site and may be published in *The Actuary* publication.

A complete description of the SOA disciplinary procedures is posted at [Discipline section](#) of the SOA Web site.

Plagiarism, Collusion and Collaboration

Plagiarism is a form of cheating and is strictly prohibited on all e-Learning submissions. The SOA uses the following definition of plagiarism from *Merriam Webster's Collegiate Dictionary*, 10th Edition:

To plagiarize is “*to steal and pass off (the ideas or words of another) as one's own: use (a created production) without crediting the source: to commit literary theft: present as new and original an idea or product derived from an existing source.*”

Collusion is a form of cheating and is strictly prohibited on all e-Learning submissions. The SOA uses the following definition of collusion from *Merriam Webster's Collegiate Dictionary*, 10th Edition:

Collusion is a “*secret agreement or cooperation especially for an illegal or deceitful purpose.*”

Collaboration is allowed on the FAP and FSA End-of-Module exercises, Final Assessment and DMAC project **but the work submitted must be in your own words**. Submitting work that is not in your own words is considered improper collaboration and a form of cheating and is strictly prohibited on all e-Learning submissions. The SOA uses the following definition of collaboration from *Merriam Webster's Collegiate Dictionary*, 10th Edition:

Collaboration is defined as “*to work jointly with others or together especially in an intellectual endeavor.*”

Control of Work Product

Failing to secure your work product may result in your work being plagiarized by other candidates. You are required to maintain control of your work product by not placing your work on a network drive, a shared computer, a supervisor's computer, etc. In cases where plagiarism has occurred in this manner the owner of the work product will be subject to disciplinary action in addition to the candidate(s) who unlawfully obtained the work product. Tips for securing your work product are listed below.

- Password protect your work documents during development (remove password prior to submission)
- Do not save your files to a public or network drive
- Avoid printing out work files on a shared printer
- Maintain control of and secure portable storage devices (flash drives, etc.)

By agreeing to these terms and conditions upon course registration you agree to have all submissions checked for plagiarism, improper collaboration, collusion and improper conduct at anytime, even after a grade or designation is issued and by whatever mechanism the SOA deems appropriate.

With regard to material from published sources, the SOA will accept the use of ideas from legitimate published sources without citation if it is properly integrated into a response and not simply copied word-for-word. Language or information that is included in a submission that is essentially copied word-for-word from a legitimate published source must be in quotation marks and the source referenced within that paragraph. In addition, you should be aware that no end-of-module exercise or e-Learning assessment can be adequately answered using the “cut-and-paste” method.

Examples of Improper Conduct (these examples are not an exclusive list of prohibited conduct):

1. Gaining access to the SOA e-Learning system prior to course registration.
2. Plagiarizing, improperly collaborating and/or colluding on the FAP or FSA End-of-Module Exercise(s) submissions, the FAP Interim Assessment, FAP Final Assessment or DMAC project, copying, or using another person’s work.
3. Use of language or information that has been copied from or relied upon from any SOA model solution (including earlier versions of the assignment), any other candidate submission or a solution prepared by another party.
4. Copying from a source without proper citation.
5. Gaining access to FAP or FSA End-of-Module Exercise model solutions prior to exercise submission.
6. Failing to secure work documents (e.g., storing your files on a publicly accessible network).
7. Discussing or consulting other persons regarding the FAP Interim Assessment.
8. Gaining access to the e-Learning system using another candidate’s User ID and password.
9. Providing your e-Learning system User ID and password to another candidate.
10. Taking the course, FAP or FSA End-of-Module Exercises, FAP Interim Assessment, FAP Final Assessment or DMAC project for another candidate or arranging for or permitting another person to take the course, End-of-Module Exercises, FAP Interim Assessment, FAP Final Assessment or DMAC /project for another candidate.

11. Disclosing, publishing or posting the contents of any assessment or model solution.
12. Presenting false information on the course or assessment applications.
13. Submitting unrelated documents in place of the required End-of-Module Exercises, assessments or projects.
14. Purchasing or selling (or attempting to purchase or sell) any information or materials related to the SOA e-Learning courses.
15. Submitting any false, fraudulent or misleading documentation.
16. Attempting to engage or engaging in any improper conduct.
17. Posting or transmitting any information or software that contains a virus, Trojan horse, worm, or other disabling device or harmful component.

Process to Report Rule Infractions and Improper Conduct

The SOA has instituted a process for you to report rule infractions and improper conduct of the e-Learning courses and assessments. If you believe that a candidate has violated the Exam Rules and Regulations or the Terms and Conditions for e-Learning Candidates Agreement, a written report may be submitted. The report and the name of the individual making the report will be kept confidential during the investigation process and assessment of discipline (if any). For complete information and a link to the infraction report, please click [here](#).

The Education Committee of the SOA will investigate any irregularity or claim, or evidence that a candidate has cheated, engaged or attempted to engage in improper conduct, or failed to follow the terms and conditions either in letter or spirit. The SOA will not disclose to the person contacting us the results of that investigation.

Disclosing Violations to Other Actuarial Organizations

The SOA may, at its sole discretion, disclose to any other bona fide actuarial organization having a legitimate interest, the identity of any candidate determined to have committed a serious e-Learning course violation (those for which the penalty is greater than the simple discontinuation of the course or disqualification/nullification of any submission and information about the penalties imposed on you.

Where an actuarial organization with which the SOA has a direct working relationship invokes a penalty against you for an examination or e-Learning course-related violation on an examination or e-Learning course for which the SOA is not a joint sponsor or administrator, the SOA will impose the same penalty on you with respect to e-Learning courses or writing any SOA examinations.

You will have the right to appeal the SOA's application of the disciplinary decision of another actuarial organization. If you make such an appeal, the SOA will request, and you consent to,

the transfer of your disciplinary case files including all evidence, from the other organization to the SOA for disposition of the appeal under the general provisions of the SOA disciplinary process.

If you appeal an SOA education or examination-related disciplinary penalty to another actuarial organization invoking the same penalty based on the reciprocal agreement, the SOA will provide, and you consent to providing, the relevant disciplinary case files upon receipt of written request from the organization, subject to the applicable SOA policies and procedures (and respecting the legitimate protection of the SOA attorney/client privileged communication).

You will be required to acknowledge that any appeal requires the exchange of the confidential information between the SOA and another organization, and must provide written authorization for the release of the information to or by the other organization.

Effective Period

Access to the FAP course is effective 24 months from the date of purchase. All other course access is effective 12 months from the date of purchase. If you are unable to complete your course(s) within the specified time frame you may be eligible for a one-time extension. Contact SOA Customer Service at 1-888-697-3900 for additional information. If you are unable to complete the course at the end of the extension period, you must re-register by re-purchasing the course.

Note: If you have completed FAP Modules 1-5, passed the Interim Assessment and your extension expires, upon re-purchase of the course you will begin at FAP Module 6. If you have completed one or more modules, have not yet passed the Interim Assessment and your extension expires, you will begin at FAP Module 1 upon repurchase. All previously completed End-of-Module Exercises will need to be redone and submitted for grading.

Course Withdrawal

You may withdraw from an e-Learning course at any time. No refund will be issued after login to the e-Learning system. e-Learning course registrants may cancel their course registration prior to login by following the below steps:

- Go to www.soa.org, select “My Account” and select “Order History”
- Log in and select the order you wish to cancel from your order summary
- Select the “Request Cancellation” button and complete the form to submit your request
- The SOA will refund the registration fee, minus a cancellation fee of \$100 (U.S.).
- You will receive your refund (less the administration fee) in 2-4 weeks.
- No refunds will be issued for e-Learning course registrants who fail to correctly cancel online.
- Cancellation requests must be received no later than **three months** following receipt of your original order.

Questions regarding course withdrawal can be directed to customerservice@soa.org.

Responsibility for Loss

You are responsible for and will indemnify and hold the SOA harmless from and against any and all liability, claims, and losses relating to your actions in connection with taking the e-Learning courses and assessments, your violation of any terms and conditions of these terms and conditions, and your participation in the Discussion Forums.

General Disclaimer and SOA Rights

Reference materials and links provided in the e-Learning courses are provided by the SOA. The SOA does not assume responsibility or liability for the accuracy or completeness of content contained in reference materials or links. The SOA does not endorse any product, service or organization referenced. The opinions expressed in pieces such as “Ask the Expert” or “Ask an Actuary” and “Thought Questions” included in e-Learning courses are solely the opinions of the contributors and do not represent the opinions of the SOA, its officers, directors, staff, representatives and/or its affiliates.

Attestation

The SOA will deny access to the SOA e-Learning system any individual who does not agree to the terms and conditions contained in these terms and conditions. Further, the SOA reserves the right to terminate access to any individual who does not abide by these terms and conditions. Complaints about a violation of these terms and conditions should be directed to education@soa.org.

Questions about these terms and conditions agreement can be directed to education@soa.org. While guidance can be provided, feedback may not be allowed as a defense in a discipline case.