# E-Course Terms and Conditions Agreement – Updated 5/19/2009

#### **E-Course Policy**

To access the online e-courses, you must attest that you have read and agree to the terms and conditions contained in this E-Course Terms and Conditions Agreement. The term "course" includes the e-course Web pages, courses and all associated materials. Read this E-Course Terms and Conditions Agreement carefully.

#### **Use of E-Course Materials**

All e-courses and materials, along with references used in or related to the e-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 this E-Course Terms and Conditions Agreement. Permission to use the material in any other way must be obtained in writing from the SOA and/or the publisher or author of the material. These materials are for the sole use of individuals registered for the e-course or others as approved by the SOA.

As an e-course registrant, you may view and read all materials that are part of the e-course facility. You may also print any or all screen and pdf file pages for your personal use in taking the e-course, but you may not share, communicate, publish or in any manner distribute to other parties the e-course, login and password, readings, references, links or any other materials. The terms and conditions regarding use of materials apply upon registration for the course, while you are taking the e-course, and upon and after completing, withdrawing from or terminating the e-course.

#### **E-Course Access**

Only e-Learning and professional development e-course registrants have access to the discussion forums.

#### **Refunds for E-Courses**

You may withdraw from an e- course at any time. However, once you are registered and have logged in to the course, you will not receive a refund **for any reason**.

### **Effective Period**

The e-courses are designed to be completed within a period of 12 months. Registrants have access to each e-course one-year from the date of purchase.

## Complaints about a breach of Participation Rules, Terms and Conditions

Complaints about a breach of these Participation Rules and/or this E-Course Terms and Conditions Agreement should be made by e-mail to pd@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 resulting from your actions in connection with taking the e-courses and your breach of any terms and conditions of this E-Course Terms and Conditions Agreement.

### **General Disclaimer and SOA Rights**

Reference materials and links provided in the e-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 the e-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 this e-course to any individual who does not agree to the terms and conditions contained in this E-Course Terms and Conditions Agreement. Further, the SOA reserves the right to terminate access to any individual who does not abide by these terms and conditions.

## **Disciplinary Action**

Registrants are deemed and presumed to be aware of and familiar with this E-Course Terms and Conditions Agreement. Any SOA member, candidate or individual who is found to be violating or assisting or attempting to assist anyone in violating these Terms and Conditions is subject to the Actuarial Board for Counseling and Discipline (ABCD) regulations and/or any action the SOA is authorized to take, including disciplinary action.

## **E-Course Management System Access**

You agree that you will not use any robot, spider or other device, process or means to access the Society of Actuaries e-courses. 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-courses or otherwise gain unauthorized access to SOA e-courses. You agree that you will not use any device, software or routine that interferes with the proper working of the Society of Actuaries e-courses nor shall you attempt to interfere with the proper working of the Society of Actuaries e-courses. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works or publicly display any content from the Society of Actuaries e-courses without the prior expressed written permission of the Society of Actuaries.