

SOA Terms and Conditions Agreement for e-Learning Candidates

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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, and to participation in or use of Explorer. This includes but is not limited to: the Fundamentals of Actuarial Practice (“FAP”) course; Fellow of the Society of Actuaries (FSA) modules; the Decision Making and Communication (“DMAC”) module; Predictive Analytics module; any associated exercises and assessments; and any interaction among or use by e-Learning Candidates in connection with Explorer. By purchasing and/or accessing e-Learning, e-Learning Candidates (hereinafter “you” or “e-Learning Candidates”) agree to adhere strictly to the requirements of the Terms and Conditions.

The term “course” includes all modules, assessments, and all associated materials delivered by the SOA e-Learning system. The term “assessment” refers to the End-of-Module Assessments (“EMA”), Final Assessment, the DMAC Assignment and Predictive Analytics. The term “submission” refers to any document uploaded to the e-Learning system in response to an assessment or exercise. “Explorer” includes online programs and services providing information about e-Learning Candidates and/or facilitating contact and interaction within the Learning Companion.

The standards set forth in these Terms and Conditions may seem stricter than those to which you are accustomed in other examination and e-Learning environments. The SOA maintains these strict standards because the courses, assessments and exercises 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 with or without advanced notice. All e-Learning Candidates are required to comply with the most recently posted version of the Terms and Conditions and all terms that are relevant to their particular product(s).

The Terms and Conditions for e-Learning Candidates describes:

- e-Learning Course Policy
- Use of e-Learning Course Materials
- e-Learning System Access
- FAP End-of-Module Assessment
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e-Learning Course Policy

To begin any SOA e-Learning course, you must attest that you have read and agreed to these Terms and Conditions.

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 any time, even after a grade or designation is issued, and by whatever mechanism the SOA deems appropriate.

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 with 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 e-Learning Candidates registered for e-Learning courses or others as approved by the SOA.

As an e-Learning Candidate, 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, take screenshots of, or in any manner distribute to other parties the course materials, your user ID and password, interactive scenario activities, or other reference material provided through the e-Learning system, links or any other materials.

The restrictions on the use of any e-Learning course materials apply upon registration for a course, while you are taking a course, and upon and after completing, withdrawing from, or terminating a course.

e-Learning System Access

You agree not to, nor allow third parties on your behalf, to (i) make and distribute copies of e-Learning system; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble,

decompile, transfer, exchange or translate e-Learning system; (iii) create derivative works of e-Learning system of any kind whatsoever; (iv) use Learning Companion in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions, or act fraudulently or maliciously for example by hacking into or inserting malicious code into e-Learning system or other operating systems; (v) compromise or circumvent the security controls of the e-Learning system, or otherwise gain unauthorized access to e-Learning system information; (vi) or use compromise or circumvent the security controls of the e-Learning system, or otherwise gain unauthorized access to the e-Learning system information in a way that could damage, disable, overburden, impair or compromise the SOA, its systems or security or interfere with other users.

FAP End-of-Module Assessment

The FAP End-of-Module Assessments are a measure of your understanding and application of the key concepts presented in Modules 1-7. You must register in advance of taking the End-of-Module Assessment for Module 1. You may not access the FAP End-of-Module Assessment for each module until you have successfully completed that module. Once registered and eligible, each FAP End-of-Module Assessment is available to you on demand but requires an active FAP module product to have access.

You may not give or receive any assistance on the End-of-Modules Assessments. You may **not** discuss the content of, or your responses to, the End-of-Module Assessments with any others, including, but not limited to, peers. This includes discussion via the Learning Companion or any other communication vehicle, including but not limited to communication facilitated by Explorer, whether or not in person. Distributing, sharing, publishing End-of-Modules Assessment materials is strictly prohibited. You may access the course material as you are completing the End-of-Modules Assessment.

Once downloaded, each FAP End-of-Module Assessment must be completed within a specified period of time. FAP End-of-Module Assessments not submitted in the required template within the specified timeframe will not be accepted and a failing grade will be issued.

FAP Final Assessment

The FAP Final Assessment is a measure of your understanding and application of the key concepts presented throughout the FAP course. You must register in advance of taking the Final Assessment. You may not access the Final Assessment until you have successfully submitted each FAP End-of-Module Assessment (Modules 1-7). Once you are registered and eligible, the FAP Final Assessment is available to you.

The FAP Final Assessment is graded three (3) times annually. Results for each grading of the FAP Final Assessment will be released at the same time, for all candidates who submitted their

Final Assessments before the deadline, regardless of when the e-Learning Candidate submitted the FAP Final Assessment. Model solutions will be available following the release of grades; individualized feedback will not be provided. Each grading session of the FAP Final Assessment has a specified deadline for submission.

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, including via the Learning Companion, but may not share the Final Assessment materials or your submission or any portion thereof when discussing the Final Assessment with peers or supervisors. Your actual submission must be a result of your own work and in your own words. Sharing, publishing or distributing the Final Assessment materials in any manner is strictly prohibited.

Once downloaded, the FAP Final Assessment must be completed within 96 hours or, if downloaded less than 96 hours before a submission deadline, by that deadline for submitting the FAP Final Assessment. Final Assessments not submitted in the required template within the specified timeframe will not be accepted and a failing grade will be issued. If you fail the FAP Final Assessment, you must repurchase the FAP Final Assessment.

Learning Companion Participation and Use

“Learning Companion” shall mean the application provided by the Society of Actuaries (“SOA”) that allows registered e-Learning Candidates to engage with each other in real-time, either through groups related to the examinations, modules, and/or assessments they are currently enrolled in, or through direct messages. The SOA may add new features and educational resources to Learning Companion from time to time. By using the Learning Companion, you agree to abide by the [Society of Actuaries \(“SOA”\) Learning Companion Terms and Conditions](#).

e-Learning Explorer Participation

The e-Learning Explorer provides e-Learning Candidates with the option of sharing information with other e-Learning Candidates to facilitate interaction within the Learning Companion. e-Learning Candidates may choose to share their name, mailing address, email address, social networks and e-Learning courses in which they are enrolled. Participation in Explorer is voluntary and is subject to all rules and regulations contained in the [Explorer Terms and Conditions](#).

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, resulting in the disqualification of your submission and subjecting you 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), other SOA examinations, and/or e-Learning courses for a specified period, ranging from one year to 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 and/or assessments will need to be redone and submitted for grading.

Individuals who violate any Learning Companion or Explorer terms will be subject to the full range of disciplinary action, up to and including a lifetime ban.

The SOA reserves the right to initiate disciplinary actions at any time, even if you have already completed and earned credit for a course or assessment and/or have obtained the ASA or FSA designation. A designation earned under false pretenses will be revoked. Members who, after a designation has been awarded, are found to have violated these Terms and Conditions will likewise have their designation revoked. In the event of a designation removal, notification of such action may be posted on the SOA website and may be published in *The Actuary*.

A complete description of the SOA disciplinary procedures is posted on the [General Information](#) page of the SOA Education website, in the Discipline section.

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 FSA End-of-Module exercises, FAP Final Assessment, and DMAC Assignment **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 giving copies of your work to others or 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 and replace it after 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.)
- Do not provide study partners or others with copies of your work
- Avoid working on your files through public Wi-Fi without appropriate security measures, such as a virtual private network (VPN) connection.

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 assessment can be adequately answered using the “cut-and-paste” method.

Examples of Improper Conduct (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 End-of-Module Assessment(s) or FSA End-of-Module Exercise(s) submissions, FAP Final Assessment or DMAC Assignment, copying, or using another person's work, whether done online, in person, or otherwise.
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 FSA End-of-Module Exercise model solutions prior to 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 End-of-Module Assessments, whether done online, in person, or otherwise.
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 FAP modules, FSA End-of-Module Exercises, FAP End-of-Module Assessment(s), FAP Final Assessment, DMAC Assignment or Predictive Analytics modules for another candidate or arranging for or permitting another person to take the course, FSA End-of-Module Exercises, FAP End-of-Module Assessment(s), FAP Final Assessment, DMAC Assignment or Predictive Analytics modules for another candidate.
11. Disclosing, publishing or posting the contents of any exercise, 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.
18. Engaging in any inappropriate conduct when participating in or using Learning Companion or Explorer.

Process to Report Rule Infractions and Improper Conduct

The SOA has instituted a process to report rule infractions and improper conduct concerning the use of the e-Learning courses and assessments. If you believe that a candidate has violated the Exam Rules and Regulations or the SOA Terms and Conditions Agreement for e-Learning Candidates, an [infraction report form](#) may be submitted to the SOA. The SOA will make every reasonable effort to maintain the confidentiality of report, including the name of the individual making the report, during the investigation process and assessment of discipline (if any). Complete [infraction information](#) is in the [Discipline section](#) of the SOA website.

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 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. If you are unable to complete your course within the specified time frame you may purchase one (1) one-year extension, for a total access period of 36 months **from the original date of purchase of the course**. 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-purchase the course and begin from Module 1. Any previously earned FAP credit is forfeited.

FSA e-Learning modules access is effective 12 months from the date of purchase. Up to two six-month extensions may be utilized, for a total access period of two years from the original date of purchase of the FSA modules.

The DMAC module access is effective 12 months from the date of purchase. There are no extensions available for the DMAC Module.

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, exercises and assessments, your violation of any terms and conditions of these Terms and Conditions, and your participation in the Learning Companion or Explorer.

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 to any individual who does not agree to 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. Questions or complaints about a violation of these Terms and Conditions should be directed to education@soa.org. While guidance regarding these Terms and Conditions can be provided from education@soa.org, feedback provided may not be allowed as a defense in a discipline case.