

TERMS & CONDITIONS

*for individuals & organisations
concerning MAC's online (self-study) learning platform.*

*This service is available per licence.
Each learner requires a licence to access the service.*

Article 1: General

1.1 Market Abuse Centre is called hereafter “MAC”.

1.2 These terms & conditions apply to MAC’s online (self-study) learning platform.

Article 2: Definitions

A. Supplier:

“Supplier” concerns “MAC”. MAC is supplying online learning services via its learning platform, which is populated with courses and exams.

B. MAC:

“MAC” concerns the trade name of the “Supplier”; it is the acronym of “Market Abuse Centre”.

C. Client:

“Client” concerns either an individual or an organisation:

- **Individual**

“Client” provides “Supplier” with an “Assignment”, by subscription for the “Learning Service” for him/herself.

- **Organisation**

“Client” concerns an organisation which provides “Supplier” with an “Assignment”, signed by a representative of this organisation, by subscription for the “Learning Service” for one or more employees of the organisation.

D. Learning Service:

“Learning Service” concerns access to the online (self-study) Learning Platform (learning environment) where courses can be followed and exams can be taken.

E. Learner:

“Learner” concerns the individual who is allowed to, and –possibly– does, off-take and consumes the “Learning Service”.

F. Exam:

An “Exam” concerns the final test to assess the Learner’s knowledge or competences concerning the content of a course.

G. Examination:

Examination concerns the finalisation of a course.

H. Exam Result

Upon submission of the “Exam”, the “Learner” is provided the score instantly in the online learning environment.

I. Certificate

A “Certificate” represents a proof of having passed the “Exam”. A certificate is provided to “Learner” upon passing an “Exam” relating to a learning service, readily available for download. “Learners” are supposed to download the “Certificate” themselves during the period they have been granted access to the Learning Service.

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“Certification” concerns the process whereby a “Learner” is provided by “Supplier’s” learning platform with a “Certificate”.

K. Assignment:

“Assignment” concerns a “Client” to order “Supplier” to provide “Client” with “Learning Services”. “Subscription” results in an “Assignment”.

L. Confirmation:

“Confirmation” concerns a written commitment of “Supplier”, addressed and sent to “Client”, to provide a “Learning Service” to “Client”.

M. Subscription

“Subscription” (also referred to as “registration”, or “signing up”) concerns a formal registration of one or more individuals by “Client” for the off-take of a “Learning Service”.

N. Price:

“Price” concerns the rate of a “Learning Service”, in euro, charged to “Client” by “Supplier”.

O. Access Code

Supplier can create accounts for “Learners” but, alternatively, an “Access Code” can be provided to Client. This concerns a code to enable a “Learner” to create an account in the learning environment which, in its turn, provides access to the ordered “Learning Service”.

P. Licence

“Licence” concerns the right to access and off-take the Learning Service.

Q. Company Licence

A “Company Licence” concerns an agreement for a bundle of “Licences” to be allocated to the employees of the organisation. All Licences under a Company Licence terminate at the same time, namely at the time the first of these Licences expires.

Article 3:**Applicability**

- 3.1 Each “Assignment”, “Subscription” or “Confirmation” is subject to these “Terms & Conditions”.
- 3.2 Each “Client” and each “Learner” are subject to these “Terms & Conditions”.
- 3.3 An “Assignment”, “Subscription” and/or “Confirmation” by “Client” or “Learner” indemnifies “Supplier” from all claims by that same “Client” or “Learner”.
- 3.4 “Supplier” has the right, and duty, to adjust this document over time, if circumstances require such. The updated version applies to future assignments, not to existing assignments.

Article 4:**Intellectual property**

- 4.1 All rights on the study materials are reserved by “Supplier”. Without prior permission from “Supplier”, none of the study materials may be copied, duplicated, saved, distributed or made public by means of printing, photo copying, sending, digitalisation, or anything in such sense. “Client” / “Learner” is not permitted to make study materials available to their colleagues, third

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parties, or anyone else, neither to post it on social media or publish it on the web/Internet, or send it forward by email (soft copy), nor to distribute it physically (hard copy).

- 4.2 A "Learner" is prohibited to distribute a recording of the "Learning Service" and/or to provide the recording as a "Learning Service" (paid or free of charge) to another person, without written permission by "Supplier". Hence, it is prohibited to show a recording to any person (a third party).

**Article 5:
Conduct**

- 5.1 "Learner" is not allowed to misuse the "Learning Service".
- 5.2 Misconduct in any form during the off-take of the "Learning Service" is not allowed. Misconduct consists of many varieties.
- 5.3 In case of misuse during the off-take of a "Learning Service", the "Supplier" has to right to terminate access of the "Learner", leaving the "Learner" with no rights.

**Article 6:
Pricing**

- 6.1 Online educational services are offered at a "Price".
- 6.2 The "Price" is in euro (EUR) and exclusive of VAT, unless explicitly stated otherwise.
- 6.3 "Supplier" is entitled to adjust the VAT rate (%) according to actual changes implemented by the relevant tax authority.
- 6.4 A "Licence" is non-transferable. Hence, accounts cannot be used by others, nor transferred to them.

**Article 7:
Payment**

- 7.1 With this "Learning Service" payment is due in advance of delivery of the service, unless explicitly agreed otherwise. Payments are due upon subscription. Access to the learning environment or (an) "Access Code(s)" is provided by "Supplier" to "Client" instantly after payment.

**Article 8:
Rights & Liability**

- 8.1 All study materials and/or other work developed and/or provided by "Supplier", arising out of (or related to) a "Learning Service", is carefully composed, to the best of "Supplier's" knowledge and/or abilities. However, "Supplier" can in no way guarantee the accuracy and completeness of study materials.

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- 8.2 “Supplier’s” “learning service(s)” may include practical tips, ideas, best practices, opinions, views and possible solutions to cope with practical challenges. Although “Supplier” shall ensure that these expressions are as wise and meaningful as possible, “Supplier” can in no way be held liable for the expressions.
- 8.3 “Supplier” accepts no liability for damages of any kind, resulting from actions and/or decisions based on views and/or opinions provided in the learning environment. A “Learner” is recommended not to base any decision on such views, remarks and/or opinions. Moreover, “Learner” is advised not to enter into any decision without judgment by him/herself. Instead, “Learner” is advised to use common sense at all times and to rely on his/her own professional expertise (or the expertise of their colleagues) and to check any remarks, statements and opinions before these are considered, if at all.
- 8.4 Minor errors in the study materials or other services developed and provided by “Supplier” cannot be a reason for the “Learner” to reject or refuse to off-take the “Learning Service”. Neither will “Supplier” reject or refuse to provide the “Learning Service” and/or modify the relevant “Price”.
- 8.5 “Supplier” has the right to adjust the content/study materials of the “Learning Service(s)”, when “Supplier” deems this necessary, and as long the “Supplier” believes on the basis of its expertise and experience, this contributes to the improvement of the quality of the learning service.
- 8.6 Examination is multiple choice. Candidates who take “Exam” and submit the answers will be provided the “Exam Result” instantly. Candidates who have passed the exam will be certified accordingly. “Certificates” immediately become available in the learning environment. Learners are supposed to download these themselves. Supplier will not provide “Certificates” manually.
- 8.7 Supplier is not responsible for mistakes in learner data (e.g. first name, last name), which could lead to a misprint on a Learner’s certificate. “Client” has the responsibility to provide “Supplier” with correct details. “Learners” have the responsibility to check their name (and other details), as this will be plotted on the “Certificates”.

Article 9:**Cancellation and adjustments**

- 9.1 In case “Client” wishes to cancel “Subscription” for a “Learning Service”, once the “Assignment” has been formalised, then refunding does NOT take place. In any case, payment is non-refundable.

Article 10:**Confidentiality & Exclusivity**

- 10.1 “Supplier” and “Client” are obliged to each other to preserve confidentiality of the relevant agreement, documents and related aspects.

Article 11:**Application law & forum choice**

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- 11.1 Dutch law is applicable to every “assignment” between “client” and “supplier” (to which these “terms & conditions” apply).
- 11.2 All disputes relating to an “assignment” between “client” and “supplier” (to which these “terms & conditions” apply) will be brought before the competent Judge in the District Court of Amsterdam, the Netherlands.

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