

Last updated: August 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING ACCA'S EDUCATION HUB

WHAT ARE THESE TERMS?

- 1.1 These terms and conditions (the “**Conditions**”) apply to the use of our exam teaching resources accessed via the Education Hub (referred to as the “**Education Hub**”). They allow you to access ACCA’s materials and resources (referred to as “**Resources**”) to support your preparation to teach ACCA qualification exams. These Conditions also apply to any other resources made available to you by us online via the Education Hub, such as user instructions. Please read these Conditions carefully as they form a legally binding agreement between you and us in relation to your use of the Education Hub.
- 1.2 Each time you use the Education Hub or resources in any way, you confirm that you accept these Conditions and that you agree to comply with them. If you do not agree to these Conditions, you must not use the Education Hub.
- 1.3 These Conditions apply to all users of the Education Hub.

2. WHO WE ARE AND HOW TO CONTACT US

- 2.1 The Education Hub is operated by the Association of Chartered Certified Accountants, an association incorporated by Royal Charter in England and Wales under number RC000732 and whose principal place of business is at The Adelphi, 1-11 John Adam Street, London WC2N 6AU (“**we**” or “**us**”).
- 2.2 To contact us, or if you need support in using the Education Hub, please telephone our helpline on +44 (0)141 582 2000 or use the following contact details:
Email Learningsupport@accaglobal.com
- 2.3 You may contact us 9am – 5pm UK local time, Monday to Friday (excluding public holidays in Scotland or Ireland).
- 2.4 If we contact you, we will do so by writing to you at the email address you provided to us, or through the messaging system on the Education Hub.

3. USING THE EDUCATION HUB

- 3.1 The Education Hub is made available free of charge. When using the Education Hub and its Resources, you must:
 - 3.1.1 comply with the law;
 - 3.1.2 comply with these Conditions;
 - 3.1.3 only use the Resources accessed from the Education Hub to support your preparation to teach ACCA qualification exams and not for non ACCA qualifications provided by you or your institution.
 - 3.1.4 notify us if you become aware of any unauthorised access to the Education Hub and usage of its Resources; and

- 3.1.5 where applicable, keep a secure password for your use of the Education Hub and resources and keep that password confidential. You are not permitted to share your password with any third parties.
- 3.2 When accessing the Education Hub and using its Resources, **you must not:**
- 3.2.1 attempt unauthorised access to the Education Hub, the server on which the Education Hub is hosted or any server, computer or database connected to the Education Hub;
 - 3.2.2 attempt to copy, duplicate or modify any part of the Education Hub or the Resources, without ACCA's written consent (except where you are expressly permitted to do so by law, in which case you are required to notify ACCA in the event of such occurrence);
 - 3.2.3 attempt to reverse compile, disassemble or reverse engineer any part of Resources accessed within the Education Hub;
 - 3.2.4 use the Education Hub or Resources for commercial purposes, to provide services to third parties (such as creating or reproducing content with materials from the Education Hub or Resources for resale) or access all or any part of the Education Hub or Resources in order to build a product or service which competes with the Education Hub.
 - 3.2.5 use, post, share or display all or any part of the Resources from the Education Hub on any public or social media sites, such as youtube or facebook for personal use, community blogs/vlogs, tutoring or similar purposes, without ACCA's written consent.
- 3.3 If you are member of ACCA ,you acknowledge and accept that if you breach any of the 'use' restrictions outlined in section 3, or if ACCA (at its discretion) has reasonable grounds to believe that you have failed to use the Education Hub and its Resources in accordance with its purpose, you may become liable to disciplinary action pursuant to Bye-Law 8 of the ACCA Rulebook.
- 3.4 If you are a Learning Partner of ACCA, you acknowledge and accept that if you breach any of the 'use' restrictions outlined in section 3, or if ACCA (at its discretion) has reasonable grounds to believe that you have failed to use the Education Hub and its Resources in accordance with its purpose, this may impact your Learning Partner status.
- 3.5 You are responsible for configuring your information technology, computer programmes and platform to access the Education Hub. You should always use your own virus protection software.
- 3.6 We may suspend or withdraw or restrict the availability of all or any part of the Education Hub for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal where this is possible.
- 3.7 We may also suspend your use of the Education Hub if you breach any of the use restrictions outlined in this section 3 of these Conditions.
- 3.8 If you are suspended from using the Education Hub, you will be permanently removed as a user from the Education Hub after 3 months following the date on which your use was suspended.

- 3.9 If you do not use the Education Hub for a period of 12 consecutive months, you will be removed as a user from the Education Hub and all of your person identifiable information stored on the Education Hub will be deleted from the Education Hub.

4. YOUR PERSONAL DATA

- 4.1 Your privacy is important to us. Please see our Privacy Policy at accaglobal.com/privacy for more information on how we use your personal data.

5. ACCOUNT SECURITY

- 5.1 You must treat your account details as confidential and not disclose them to any third party. If you know or suspect that anyone other than you knows your password or any other details that may allow access to your account, you must promptly notify us using the following contact details:

Email Learningsupport@accaglobal.com

6. MATERIALS AND CONTENT

- 6.1 We are the owner or the licensor of all intellectual property rights in the Education Hub, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 Our status (and that of any identified contributors) as the authors of Resources accessed and used from the Education Hub must always be acknowledged.

7. WE MAY MAKE CHANGES TO THE EDUCATION HUB AND THESE CONDITIONS

- 7.1 We may update and change the Education Hub, Resources and/or these Conditions from time to time to reflect changes to relevant laws and regulatory requirements, or if the amendment will not materially affect the nature or quality of the operation of the Education Hub. We may also modify the features and functionality of the Education Hub.
- 7.2 We will make reasonable efforts to notify you in a timely manner of material changes which are likely to affect you. If you do not agree with the changes, you may cease use of the Education Hub. Continued use of the Education Hub after such changes have taken effect shall be an acknowledgement of your acceptance of any changes to these Conditions.

8. LIABILITY FOR THE EDUCATION HUB AND RESOURCES

- 8.1 We will have no liability to you for any loss of profit, loss of business, business interruption or loss of business or other opportunity, which may result from your use of the Resources or any part of the Education Hub.
- 8.2 You acknowledge and agree that we are not responsible for any damages, losses, expenses or claims which may be caused by any failure of any telecommunications or other data transmission system and/or any events, circumstances, acts and omissions which are outside of our reasonable control.
- 8.3 You acknowledge that certain content and information in the Resources is made available via the Education Hub is provided by third parties. Whilst we use reasonable efforts to correct any inaccuracies, errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that any information

provided as part of the Education Hub will be accurate, or free from errors or omissions.

8.4 Whilst we use reasonable endeavours to provide the Education Hub reliably, outages and unexpected downtime will occur. We do not make any guarantee of uninterrupted or error or bug-free service. Access to the Education Hub may be suspended temporarily and without notice in the case of system failure, malfunction, maintenance or repair or due to circumstances beyond our reasonable control.

8.5 The information and other content provided as part of the Education Hub does not constitute any kind of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision.

9. WHICH LAWS APPLY TO THESE CONDITIONS (INCLUDING ANY DISPUTES)?

9.1 These Conditions of use, their subject matter and their formation, are governed by the laws of England. The courts of England will have non-exclusive jurisdiction.

10. MISCELLANEOUS

10.1 We may transfer our rights and obligations under these Conditions to another organisation. We will use reasonable endeavours to tell you in writing if this happens. If you are unhappy with the transfer you must stop using the Education Hub.

10.2 This contract is in place between you and us. No other person shall have any rights to enforce any of its terms.

10.3 Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking these Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date