

GENERAL TERMS & CONDITIONS

*for individuals & organisations
concerning MAC's online learning services*

**Article 1:
Services**

1.1 Market Abuse Centre is called hereafter “MAC”.

1.2 These general terms & conditions apply to MAC online learning services.

**Article 2:
Definitions****A. Supplier:**

“Supplier” concerns “MAC”. MAC is supplying online learning services.

B. MAC:

“MAC” concerns the trade name of the “Supplier”, 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 an online 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 online learning services for one or more employees of the organisation.

D. Learning Service:

“Learning Service” concerns one or more online training courses and/or micro-learnings, including related study materials and certificates. A “Learning Service” concerns the offering of knowledge, and possibly the forming or optimisation of skills, via an online training/learning platform operated by “Supplier”.

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 “Learning Service”.

G. Examination:

Examination concerns the finalisation of a “Learning Service”.

H. Exam Result

Upon submission of the exam, the Learner is provided the score instantly on the online learning platform.

“Client”, being an organisation, can be reported periodically the proceedings of the subscribed persons, covering the “Exam Results” (certification).

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.

J. Certification

“Certification” concerns the process whereby a “Learner” is provided by “Supplier” 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

An “Access Code” 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(s)” on a 24/7 basis.

P. Learning Licence

Any “Learning Service” of “Supplier” is provided under a “Learning Licence”.

Q. Company Licence

A “Company Licence” concerns a “Learning Licence” for organisations. It is either ‘Standard’ or ‘Tailored’. Note: a “Company Licence” covers all entities of the same group; companies on behalf of who they act (e.g. publication of inside information, data reporting) are only part of the agreement, if agreed upon bilaterally with “Supplier”.

Article 3:**Applicability**

- 3.1 Each “Assignment”, “Subscription” or “Confirmation” is subject to these “General Terms & Conditions”.
- 3.2 Each “Client” and each “Learner” are subject to these “General 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 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).

Article 5: Conduct

- 5.1 "Learner" is not allowed to misuse the learning platform or "Learning Service".
- 5.2 Misconduct in any form during the off-take of the "Learning Service" is not allowed.
- 5.3 In case of misuse of the learning platform or misconduct during the off-take of a "Learning Service", the "Supplier" has to right to eliminate the account 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 learning licence is non-transferable. Hence, accounts cannot be used by others, nor transferred to them.

Article 7: Payment

- 7.1 With "Learning Services" payment is due in advance of delivery of the service, unless explicitly agreed otherwise. Payments are due upon subscription. An "Access Codes" or access to the learning environment 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.

- 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 In case “Learner” has lost his/her “Certificate” then (s)he has the right to apply to obtain a declaration of having passed an exam. “Supplier” has the right to charge a fee for this service, to compensate financially for the handling/logistics and allocated time.

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**

- 11.1 Dutch law is applicable to every “assignment” between “client” and “supplier” (to which these “general terms & conditions” apply).

MARKET ABUSE CENTRE

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

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