

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

Last updated: August 2020

What are these terms?

- 1.1 These terms and conditions (the “**Conditions**”) apply to the use of our exam study content system (referred to as the “**Study Hub**”), which allows you to access ACCA study materials to facilitate your preparation to sit ACCA qualification exams. These Conditions also apply to any other resources made available to you by us online via the Study Hub, such as userinstructions. Please read these Conditions carefully as they form a legally binding agreement between you and us in relation to your use of the Study Hub.
- 1.2 Each time you use the Study 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 Study Hub.
- 1.3 These Conditions apply to all users of the Study Hub.

2. WHO WE ARE AND HOW TO CONTACT US

- 2.1 The Study 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 Study Hub, please telephone our helpline on +44 (0)141 582 2000 or use the following contact details:
Students: email Students@accaglobal.com; and
All other users: 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 Study Hub.

3. USING THE STUDY HUB

- 3.1 The Study Hub is made available free of charge. When using the Study Hub, you must:
 - 3.1.1 comply with the law;
 - 3.1.2 comply with these Conditions;
 - 3.1.3 only use the Study Hub for its intended purpose, i.e. to facilitate preparation for ACCA exams;
 - 3.1.4 notify us if you become aware of any unauthorised access to the Study Hub; and

- 3.1.5 Where applicable, keep a secure password for your use of the Study Hub and Resources and keep that password confidential.
- 3.2 When using the Study Hub, **you must not:**
- 3.2.1 store, distribute, upload or transmit to the Study Hub, our servers or our systems, any viruses, malicious code (including trojans, worms and logic bombs) or other material, files, scripts, agents or programs that is malicious or technologically harmful to the Study Hub;
 - 3.2.2 use the Study Hub to store or transmit material that breaches or otherwise misappropriates any intellectual property rights of a third party;
 - 3.2.3 upload to the Study Hub any material, or act in a way that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) discriminatory based on age, race, gender, gender reassignment, maternity or pregnancy, religious belief, sexual orientation, marital or civil partnership status, disability; or
 - (f) is otherwise unlawful or causes damage or injury to any person or property;
 - 3.2.4 attempt unauthorised access to the Study Hub, the server on which the Study Hub is hosted or any server, computer or database connected to the Study Hub;
 - 3.2.5 attempt to copy, duplicate or modify any part of the Study Hub or the Resources (except where you are expressly permitted to do so by law);
 - 3.2.6 attempt to reverse compile, disassemble or reverse engineer any part of the Study Hub;
 - 3.2.7 knowingly or recklessly cause the Study Hub or our systems to crash or be overloaded; or
 - 3.2.8 use the Study Hub or Resources for commercial purposes, to provide services to third parties or access all or any part of the Study Hub or Resources in order to build a product or service which competes with the Study Hub.
 - 3.2.9 use, post, share or display all or any part of the material from the Study Hub or Resources on any public or social media sites, such as youtube or facebook for personal use, student community blogs/vlogs, tutoring or similar purposes.
- 3.3 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 Study Hub in accordance with its purpose, you may become liable to disciplinary action pursuant to Bye-Law 8 of the ACCA Rulebook.
- 3.4 You are responsible for configuring your information technology, computer programmes and platform to access the Study Hub. You should always use your own virus protection software.

- 3.5 If you are a student, you are responsible for ensuring that the email address used to create your MyACCA account is kept up-to-date and accurate at all times. If you fail to do this you may not receive notifications or communications from us about your account or the Study Hub. You can update your email address by emailing Students@accaglobal.com or by telephone on +44 (0)141 582 2000.
- 3.6 We may suspend or withdraw or restrict the availability of all or any part of the Study 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 Study 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 Study Hub, you will be permanently removed as a user from the Study Hub after 3 months following the date on which your use was suspended.
- 3.9 If you do not use the Study Hub for a period of 12 consecutive months, you will be removed as a user from the Study Hub and all of your person identifiable information stored on the Study Hub will be deleted from the Study 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 If you are a student, in order to make use of the Study Hub, you will need to use your ACCA log in credentials. All other users will need to use bespoke log in credentials to make use of the Study Hub.
- 5.2 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:

Students: email Students@accaglobal.com; and

All other users: email Learningsupport@accaglobal.com

6. MATERIALS AND CONTENT

- 6.1 We are the owner or the licensor of all intellectual property rights in the Study 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 content on the Study Hub must always be acknowledged.
- 6.3 You hereby grant and shall grant to us a perpetual, worldwide, fully paid-up, non-exclusive, sub-licensable through multiple tiers of licensee (including to our sub-contractors, as necessary) licence under your rights (including intellectual property rights) to any material published or otherwise entered into or uploaded to the Study Hub by you, for the purpose of providing the Study Hub and Resources.

6.4 You warrant that you have obtained all rights, licences, consents, permissions, power and/or authority necessary for any material that you published or otherwise entered into or uploaded to the Study Hub and to be able to provide the licence under section 6.3. You further warrant that any such material as used in conjunction with the Study Hub, will not infringe the Intellectual Property Rights of any third party.

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

7.1 We may update and change the Study 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 Study Hub. We may also modify the features and functionality of the Study 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 Study Hub. Continued use of the Study Hub after such changes have taken effect shall be an acknowledgement of your acceptance of any changes to these Conditions.

8. OUR LIABILITY TO YOU

8.1 Where you are a consumer, you have certain rights under the law, including that we will provide the Study Hub using reasonable skill and care and within a reasonable time. Nothing in these Conditions is intended to affect these legal rights. Where you are not a consumer, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation.

8.3 If we breach these Conditions, we shall only be liable to you for losses which are a reasonably foreseeable consequence of such a breach (which means that the losses could have been contemplated by you or us at the time of entering these Conditions) and subject to any limitations or exclusions set out in these Conditions. In no case shall we be liable for indirect, incidental or consequential damages which are a side effect of the main damage and were not reasonably foreseeable at the time of entering these Conditions, unless such exclusion is prohibited by law.

8.4 Subject to section 9.2, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business or other opportunity and our total aggregate liability in contract, tort (including negligence) or otherwise, arising under or in connection with these Conditions shall be limited to ten pounds (£10).

8.5 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.

8.6 You acknowledge that certain content and information made available via the Study 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 Study Hub will be accurate, or free from errors or omissions.

- 8.7 Whilst we use reasonable endeavours to provide the Study 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 Study 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.
- 8.8 The information and other content provided as part of the Study 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.
- 9.2 Where you are a consumer, you will also benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Conditions, including this section 10, affects any rights you may have as a consumer to rely on such mandatory provisions of local law.

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 Study 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.