

TERMS AND CONDITIONS OF THE COURSE

1. Terms

- a. These are the terms and conditions on which we provide courses/ online study content to you, whether these are courses, exams, associated services and/or digital content (a **Course**).
- b. Please read these terms and conditions carefully before you register for a Course. These terms and conditions tell you how we will provide the Course to you, what to do if there is a problem, and other important information.

2. Information about us

- a. We, ASIFMA Education & Training, are a division of Asia Securities Industry & Financial Markets Association (ASIFMA), which is an independent, regional trade association with over 165+ member firms comprising a diverse range of leading financial institutions from both the buy and sell side. Any reference to ASIFMA in the terms and conditions pertains to ASIFMA Education & Training. Our registered address is Unit 3603, Tower 2, Lippo Centre, 89 Queensway, Hong Kong.
- b. You can contact us by writing to us at education@asifma.org or ASIFMA Education and Training, Unit 3603, Tower 2, Lippo Centre, 89 Queensway, Hong Kong or by calling us at +852 2531 6500.
- c. If we must contact you, we will do so by telephone or by writing to you at the email address you provided to us when you enrolled.
- d. When we use the words "writing" or "written" in these terms and conditions, this includes emails.

3. Geographic location of registrants

- a. ASIFMA Education & Training courses and resources are designed specifically for an Asia-Pacific audience. Specifically, the courses are designed for Users in the following jurisdictions: Australia, Hong Kong, India, Indonesia, Japan, Korea,

Mainland China, Malaysia, New Zealand, Philippines, Singapore, Taiwan, and Thailand. Also note that with respect to Mainland China, that the courses (including this Course) are only intended for staff of ASIFMA member firms. If you are from outside these specified areas, please do not purchase the Course as it has not been designed for you. Instead, please email us at education@asifma.org to express interest, and we will get back to you.

- b. Note that this course is provided in English only.

4. Payment, refunds, extensions

- a. All prices quoted for the Course are in USD and are net of any sales tax, GST or VAT (if applicable).
- b. Individual registrants are required to pay for the Course at the time of registration.
- c. Where ASIFMA has received authorisation to invoice an employer, the following terms apply:
 - Full payment is due prior to the Course start date. Any registrant may be refused participation in a Course if payment is outstanding.
 - ASIFMA reserves the right to recover any reasonable debt collection costs in connection with overdue payments
- d. If an employer is paying for an employee's participation in a Course, the employer may request ASIFMA to provide information on the employee's participation, including, but not limited to, test results, progress, and attendance records.
- e. The Course is non-refundable in principle, however, may be cancelled on request with a valid reason for a refund with at least 2 weeks' notice prior to the Course start date. The request must be sent to education@asifma.org.
- f. If an employer is paying for an employee's participation in a Course, if the registered employee leaves his/her employment, a replacement can be accommodated provided the notice of replacement from the employer, sent to education@asifma.org, is received at least 2 weeks prior to the Course start date.
- g. If an employer is paying for an employee's participation in a Course, if due to personal circumstances the registrant needs to extend the expiry date of the Course, a request to extend expiry by one additional month can be made from the employer, sent to education@asifma.org, at least 2 weeks prior to the Course expiry date. A decision to extend the expiry date of a registrant is made at the sole discretion of ASIFMA.

5. Online Course access

- a. Access to the Course is via the online portal (the “Portal”) and will remain in place for 6 months from the start date of the Course.
- b. Access to the Portal is tied to a given individual and transfer between individuals is not permitted.
- c. In the unusual event that ASIFMA reschedules an online Zoom session, ASIFMA will provide a minimum of 24 hours’ notice and use reasonable endeavours to contact registrants enrolled on the Course.

6. Use, provision and expected service level of online learning tools

- a. By registering for the Course, the registrant confirms that they are formally accepting these terms and conditions.
- b. Courses are not transferable between registrants.
- c. The registrant is solely responsible in all respects for the use, protection and confidentiality of any password given or selected by the registrant for use on the Portal. Such passwords may only be used by the registrant personally and may not be shared or transferred to any third parties. You must notify ASIFMA immediately of any unauthorised use or breach of security regarding the Portal access which comes to your attention.
- d. The registrant is responsible for ensuring that their computer system meets all relevant technical specifications to use the Portal, is compatible with the Portal and capable of running the products. The registrant must not attempt to interfere in any way with the proper working of the Portal and must not attempt to circumvent security, tamper with, hack into or otherwise disrupt any computer system, server, website, router, or any other internet connected device.
- e. ASIFMA reserves the absolute right to update, alter, suspend, or discontinue any aspect of the products or the Portal including but not limited to your access to it.
- f. Although all reasonable care is taken to ensure the accuracy of information contained in ASIFMA’s products, and within the Portal, the information and advice is provided without any representation or warranty as to its accuracy and in no event shall ASIFMA be liable for any loss or damages arising in connection with the use of this information.
- g. The Course is provided on an “as is” basis without warranties of any kind, either express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, or title.

ASIFMA accepts no liability for any financial decision taken based on the contents of the Course.

- h. ASIFMA assumes no responsibility for errors or omissions in our products, or the Portal. ASIFMA will use all reasonable endeavours to make the Portal available but cannot guarantee that the Portal will operate continuously or without interruptions. The Portal may provide links to other websites, which are not under the control of ASIFMA. ASIFMA shall not be responsible in any way for the content of any third-party website, however accessed. ASIFMA provides such links only as a convenience and the inclusion of any link does not imply endorsement by ASIFMA of the content of such websites.

7. Intellectual Property Rights

- a. ASIFMA and the training content provider, Alpha Development, own all title, copyright, and intellectual property rights in the Course and any modifications or translations of them (“the Property”). The registrant acknowledges that they do not own and shall not acquire any title, copyright or any other intellectual property rights in the Property and shall not modify, translate adapt or otherwise amend the Property and shall only use them for their private educational or informational purposes in accordance with any instructions provided by ASIFMA
- b. Except as expressly stated in the Course, any copying, distribution, transmission, or publication of the Property is strictly prohibited without the express permission of ASIFMA, received in writing.

8. ASIFMA’s commitment to the Registrants:

- a. ASIFMA warrants that it will use all reasonable endeavours to ensure that the Course’s study materials will be of satisfactory quality but does not warrant that such study materials will be error free.
- b. ASIFMA warrants that it will perform any services under this agreement with reasonable skill and care.
- c. These warranties are provided in lieu of all other warranties, express or implied, which are hereby excluded to the fullest extent permitted by law.
- d. ASIFMA seeks to use all reasonable endeavours to ensure that we provide the highest quality services possible for our registrants, clients, and partners. If a registrant has or wishes to bring an issue to our attention, it may do so via an email to education@asifma.org

- e. ASIFMA is committed to providing a supportive environment for all registrants. All registrants have the right to work in an environment that is safe and where individuals are treated with dignity and respect.

9. Data Protections

- a. The nature of the services provided by ASIFMA means that we will obtain, use, and disclose (together "Use") certain information about the registrants ("Data"). This statement sets out the principles governing our Use of Data. By registering for the Course, the registrant agrees to the Use.
- b. During registration, the registrant will need to provide certain Data such as contact details and demographic information. ASIFMA will store this Data and use it to contact the registrants, provide them with details of the Course purchased and otherwise as required during the normal provision of the Course.
- c. ASIFMA will not pass any personal data onto anyone outside of ASIFMA, with the exception being that if you are a registrant studying with us, we will make information about your study available to authorized individuals within any firms contributing financially to your study costs, as we are required to do to satisfy our contractual obligations.
- d. ASIFMA will use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Portal.
- e. ASIFMA endeavours to take all reasonable steps to protect your personal Data. You acknowledge and accept the inherent security risks and implications of being and transacting on-line and will not hold us responsible for any breach of security.

10. Computer Systems and Virus Protection

- a. We recommend that users browsing any website, including the Portal, have up to date security and anti-virus software installed. ASIFMA cannot be held responsible for any damage to a user's computer or access device, caused either directly or indirectly by use of our services.

11. Registrants' Commitment to ASIFMA

- a. You understand that all learning content from ASIFMA is for education purposes only, and should not be taken as financial advice or encouragement to participate in financial markets
- b. ASIFMA allows you to use the applicable study materials in a personal capacity for the purposes of the Course. You agree that you will only use any study materials and/ or digital content for study purposes and that you will not copy, make available, transmit, reproduce, sell, licence, distribute, publish, or broadcast or otherwise circulate the materials.
- c. You agree not to rent, lease, sub-license, loan, translate, merge, adapt, vary, or modify the Course content, nor alter or modify the whole or any part of the Course content, nor permit the Course content or any part of them to be combined with, or become incorporated into, any other materials.
- d. You agree not to provide or otherwise make available the Course content in whole or in part, in any form to any person without prior written consent from ASIFMA.
- e. Breaches of these terms and conditions may result in written or verbal warnings to the person in breach. ASIFMA reserves the right to exclude a registrant, without warning, from a Course (and to inform their employer where the employer is paying for part or all of the Course) for serious or repeated breaches of these terms and conditions especially where a registrant undertakes any activity amounting to gross misconduct. Gross misconduct includes but is not limited to the following:
 - Unprofessional behaviour
 - Acts of bullying or harassment
 - Aggressive, threatening, or offensive behaviour or language
 - Theft, fraud, or deceit
 - Cheating or plagiarism
 - Causing disrepute to ASIFMA

12. Changes to the Course / Course material:

- a. ASIFMA may make changes to the Course and these terms and conditions from time to time:
 - To reflect changes in relevant laws and regulatory requirements.
 - To implement minor technical adjustments and improvements, which will not affect the delivery of a Course
 - To correct minor errors
 - To accommodate minor or temporary changes to dates and locations, which do not impact on the overall substance of the Course

13. Personal Injury/Liability

- a. ASIFMA will take all reasonable steps to perform our services with reasonable care and skill. ASIFMA shall not be liable to you for any of the following types of loss or damage arising out of or in connection with the delivery and use of the Course, including but not limited to the Portal:
 - any loss of profits, loss of earnings loss of anticipated savings, goodwill, or revenue.
 - any personal injury or death or loss of property arising during Course delivery
 - any loss or corruption of data or any indirect or consequential loss.

14. Limitation

- a. Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these terms and conditions caused by circumstances beyond that party's control.
- b. ASIFMA's liability for direct losses arising out of our negligence (other than in respect of liability for death or personal injury), breach of terms or any other cause of action arising out of or in connection with this agreement shall be limited to the payments received from the registrant (or employer) for the Course.

15. Termination

- a. ASIFMA shall have the right, at any time, by serving written notice on you, to cancel your registration and access to any products if you are in breach of any material term of these conditions.
- b. You, the registrant, shall have the right to terminate this agreement for any of the reasons set out below. Upon receipt of written notice from you of such events, the agreement will end immediately, and we will refund to you for any part of the Course which has not been provided:
 - We have told you about an error in the price or description of the Course you have ordered, and you do not wish to proceed.
 - There is a risk that the Course may be significantly delayed or cancelled because of events outside our control.
 - We have suspended provision of the Course for technical reasons or notify you we are going to suspend it for technical reasons, in each case for a period of more than 30 days.

16. Change of address or other contact details

- a. ASIFMA must be notified in writing of any change in a registrant's contact details, including email address.

17. Separability

- a. Any term or provision of this agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and conditions of this agreement.

18. Force majeure

- a. ASIFMA will not be liable for any delays or failures attributable to any events out of our control, save that ASIFMA shall use reasonable endeavours to resume services as quickly as possible.
- b. If provision of the Course is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. ASIFMA will not be liable for delays caused by such event, but if there is a risk of substantial delay, you may contact us to end the agreement and receive a refund for any part of the Course you have paid for but not received.

19. Assignment

- a. ASIFMA reserves the right to assign its obligations under this agreement to a suitably qualified third party or sub-contract to an independent party, where such assignment will not compromise the quality of the Course delivered.

20. Effective Date

- a. These terms and conditions shall be effective as of July 18, 2022, until they are updated or amended by written notice to you.