

PLEASE READ THESE LICENCE TERMS & CONDITIONS CAREFULLY

LICENCE FOR ON-DEMAND COMPUTER BASED EXAM SOFTWARE

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**); and **Association of Chartered Certified Accountants**, a body incorporated by Royal Charter and registered in England and Wales under number RC000732, whose principal place of business is The Adelphi, 1-11 John Adam Street, London, WC2N 6AU, United Kingdom (**Licensor, us, we, or ACCA**) for:

- (i) "V28.0 ACCA CBE Examiner" computer software (**Software**); and
- (ii) Installation Guide and Student Guidance - Minimum Specification (**Documentation**).

Agreed Terms

1. DEFINITIONS and INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

1.2 Definitions:

"ACCA" means Association of Chartered Certified Accountants.

"ACCA Qualification" means the professional accountancy qualification completion of which entitles individuals to be eligible for membership of ACCA.

"ACCA's Website" means a website owned by and copyrighted to ACCA and hosted on a server located in the United Kingdom.

"Applicable Laws" means all applicable laws, statutes, regulations from time to time in force in England and, where relevant, the laws applicable in the locality where the Licensee is using the Software.

"CBE" means computer-based exams developed, copyrighted to and offered by ACCA.

"Confidential Information" means all information including operational and commercial information where the information is (a) identified as confidential at the time of disclosure or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

"Data Protection Legislation" means the Data Protection Act 2018 and for so long as and to the extent that the law of the European Union has legal effect in the United Kingdom the General Data Protection Regulation ('GDPR') and any other directly applicable European Union regulation relating to privacy and data protection..

"Foundations in Accountancy" means the award of certificates, diplomas and the revised Certified Accounting Technician (CAT) Qualification.

"Installation Guide" means ACCA document providing guidance on how to install On-Demand CBE Software.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“On-Demand CBE(s)” means the following On-Demand CBEs available to ACCA student(s) as and when demanded in relation to:

(i) Foundations in Accountancy qualification as listed below:

- FA1 Recording Financial Transactions,
- MA1 Management Information,
- FA2 Maintaining Financial Records,
- MA2 Managing Costs and Finance,
- FAB Accountant in Business (which from September 2020, will be known as FBT Business and Technology)
- FMA Management Accounting and
- FFA Financial Accounting and

(ii) ACCA Qualification as listed below:

- Accountant in Business (AB) (which from September 2020, will be known as Business and Technology (BT))
- Management Accounting (MA),
- Financial Accounting (FA),
- Corporate and Business Law (LW) – ENG & GLO.

“Software” means the software "V28.0 ACCA CBE Examiner" which is provided to you by the Licensor to allow you:

- (i) download and test the On-Demand CBE operating software;
- (ii) sit On-Demand CBEs at home.

“Student Guidance – Minimum Specification” means ACCA document confirming CBE software requirements and minimum IT system requirements as set out in Schedule 1 to this Licence.

2. WHAT ARE THESE TERMS?

2.1 The terms and conditions (the “Conditions”) of this Licence apply to the use of the Software. The Software is licenced to you by the Licensor to allow you to sit computer-based exams (“CBEs”) at home or remotely in respect of ACCA’s accountancy learning programmes and qualifications. These Conditions also apply to the Documentation made available to you by us which sets out the user instructions for the Software. Please read these Conditions carefully as they form a legally binding agreement between you and us in relation to your use of the Software.

2.2 Each time you use the Software or Documentation 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 Software.

2.3 We license the use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

2.4 In order to use the Software you will need a computer which meets the Student Guidance – Minimum Specification (as defined above and set out in Schedule 1 to this Licence).

3. GRANTING YOU A LICENCE TO USE THE SOFTWARE

3.1 The Licence granted to you in clause 4.2 is subject the following permissions and restrictions set out in this clause 3.

3.2 When using the Software, you must:

3.2.1 comply with Applicable Laws (including but not limited to the Bribery Act 2010);

3.2.2 comply with these Conditions;

3.2.3 install, run and use the Software for its intended purpose only, i.e. to facilitate you sitting On-Demand CBEs remotely/from your home;

3.2.4 adhere to the Student Guidance – Minimum Specification, the Installation Guidance all other relevant manuals and guidelines issued by ACCA;

3.2.5 keep the content of On-Demand CBE secure at all times and to notify ACCA immediately if they become aware of any breach of the obligation in this clause 3.2.5;

3.2.6 notify us if you become aware of any unauthorised access to the Software; and

3.2.7 treat your login account details (both username and password) as confidential and not disclose them to any third party. You will use your MyACCA login credentials to login into the Software.

3.3 When using the Software, you must **not**:

3.3.1 store, distribute, upload or transmit to the Software, 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 Software;

3.3.2 use the Software to store or transmit material that breaches or otherwise misappropriates any Intellectual Property Rights of a third party;

3.3.3 upload to the Software 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;

3.3.4 attempt to copy, duplicate or modify any part of the Software or the Documentation except where such copying is incidental to the purpose for which the Licensor has supplied the Software.

3.3.5 attempt to reverse compile, disassemble or reverse engineer any part of Software;

3.3.6 knowingly or recklessly cause the Software or our systems to crash or be overloaded;

3.3.7 use the Software or Documentation for commercial purposes, to provide services to third parties or access all or any part of the Software or Documentation in order to build a product or service which competes with the Software; or

3.3.8 rent, lease, sub-license, loan, translate, merge, adapt, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs.

3.4 You are responsible for notifying ACCA via MyACCA within seven days if there is a change to your registered address, and contact details during the use of the Software. You are also responsible for ensuring that the email address used to create your account for the Software 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 Software.

3.5 You must inform ACCA immediately of matter(s) which may prevent or hinder the delivery of On-Demand CBE to you via the Software.

3.6 We may suspend your use of the Software if you breach any of the use restrictions outlined in this clause 3 of the Conditions. During such a suspension, all rights granted to you under this Licence shall cease and you must cease all activities that were otherwise authorised by this Licence.

3.7 Once your On-Demand CBE has been completed, you must uninstall the Software immediately upon the instruction of the Licensor or its authorised representative.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 In relation to the content of On-Demand CBEs, the Software, and the Documentation, the Intellectual Property Rights belongs to ACCA and licensors, if any, who have permitted ACCA to use their work. None of these may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage or retrieval system without the prior written permission of ACCA and, where appropriate, the copyright owner, save for the proper administration and delivery of an On-Demand CBE.

4.2 The Licensor grants you, as Licensee, a non-exclusive, royalty free, non-transferable licence to use the Software, the Documentation, and access the content of any On-Demand CBE you sit for the purpose of undertaking an On-Demand CBE for which are you registered. You accept that you have no Intellectual Property Rights in, or to, the On-Demand CBE content, Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.

4.3 You warrant that you have obtained all rights, licences, consents, permissions, power and/or authority necessary for any material that you entered into or uploaded to the Software and to be able to provide the licence under clause 4.2. You further warrant that any such material as used in conjunction with Software, will not infringe the Intellectual Property Rights of any third party.

4.4 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 Software by you, for the purpose of providing the Software and Documentation.

5. YOUR PERSONAL DATA

Your privacy is important to us. Under Data Protection Legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy at accaglobal.com/privacy, and it is important that you read that information.

6. OUR LIABILITY TO YOU

6.1 Where you are a consumer, you have certain rights under the law, including that we will provide the Software using reasonable skill and care and within a reasonable time. Nothing in these Conditions is intended to affect these legal rights.

6.2 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.

6.3 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.

6.4 Subject to clause 6.2, 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 one hundred pounds (£100).

6.5 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.

7. COMMUNICATION BETWEEN US

7.1 To contact us, or if you need support in using the Software, please email cbe@accaglobal.com, or use such other support channels as may be directed by the Licensor.

7.2 If we contact you, we will do so by writing to you at the email address you provided to us through your MyACCA account.

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

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

8.2 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 clause 8, affects any rights you may have as a consumer to rely on such mandatory provisions of local law.

9. OTHER IMPORTANT TERMS TO NOTE

9.1 If any of these terms are determined to be illegal, invalid otherwise unenforceable by reason of the law of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

9.2 None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and the Parties shall not have any authority to bind each other to third parties in any way.

9.3 This Licence is in place between you and us. This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

9.4 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.

9.5 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

9.6 We may update and change 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 Software. We may also modify the features and functionality of the Software. We will make reasonable efforts to notify you in a timely manner of material changes which are likely to affect you.

Schedule 1- Student Guidance – Minimum Specification

Exams at Home – Minimum Specification

The following information will allow you to determine if you have the correct technical setup to successfully use the examination software to sit an On-Demand Computer Based Exam (CBE) within your home.

It is important that you read the guidance and ensure that that you meet the minimum specification as you will be asked to confirm your understanding of this if you proceed to booking an exam at home.

General Requirements

- Exams must only be run on desktop PCs or full-size laptop computers excluding Macs.
- Recommended minimum screen size is 17"
- Use of dual monitors is prohibited.
- Use of touchscreen is prohibited.
- Your home broadband must be stable and free from interruptions. Please note that an unstable connection will cause problems during ACCA's CBE. We strongly recommend you connect via a wired internet connection and not a wireless internet connection.

Additional requirements pertaining to the use of laptop computers are as follows:

- The contained hardware and software requirements are adhered to
- Laptops are connected to a mains power supply and must not be powered from battery alone to conduct CBEs.
- It is strongly recommended that a laptop is only used with docking station, mouse, and monitor.

We recommend that Students have a printer to allow them to print provisional results notifications immediately after the exams. If you do not have access to a printer, and if your device settings allow you to; you can download and save your provisional results notification; otherwise you will receive a downloadable notification within your myACCA account within 48 hours of completing your exam.

The results notifications will be printed to the default printer as set up on the PC with Examiner installed. Please note the default paper size of the document is A4.

The following are the hardware and operating system requirements for running the Examiner component on Microsoft Windows 7.

OS patch level	<p>SP1</p> <p>Microsoft regularly release software and security updates. You must ensure that the latest updates are installed.</p> <p>Please note: From January 2020, Microsoft no longer support Windows 7. ACCA would recommend upgrading to Windows 10 in order to maintain security on your machines.</p>
CPU	2Ghz
Memory	<p>2Gb</p> <p>200Mb free at the time of starting the exam</p>
Hard Disk	<p>As per Microsoft OS requirements</p> <p>100Mb free at the time of starting the exam</p>
Graphics	<p>A Graphics Adapter that:</p> <ul style="list-style-type: none"> • supports DirectX 9c or newer. • has at least 128MB of Video RAM. • supports 1024 x 768 resolution in 32 bit colour. <p>Please note: Use of dual monitors is prohibited.</p>
Power	Power settings should be set NOT TO sleep or Hibernate while in operation of exam delivery.
General	The use of virtualised machines is prohibited.
Regional	<p>Regional settings must be set to "English (United Kingdom)"</p> <p>Decimal Separator must be set to "."</p> <p>Thousand Separator must be set to ","</p> <p>Date Separator must be set to "/"</p> <p>Time Separator must be set to ":"</p> <p>Short Date Format must be set to "dd/MM/yyyy"</p> <p>Long Date Format must be set to "dd MMMM yyyy"</p> <p>List Separator must be set to ","</p> <p>English must be the active keyboard.</p> <p>An English language must be installed on the PC (Normally any version of English will be sufficient).</p> <p>Please note: Settings can be checked and changed via the control panel on the PC.</p> <p>Regional settings are user specific.</p>

The following are the hardware and operating system requirements for running the Examiner component on Microsoft Windows 8.1.

OS patch level	Windows 8.1 running in desktop mode. Microsoft regularly release software and security updates. You must ensure that the updates are pack installed. RT is currently not supported. Surface devices are not currently supported. Please note: Windows 8.1 is a free upgrade available from Microsoft to upgrade from Windows 8.0.
CPU	2Ghz
Memory	4Gb 200Mb free at the time of starting the exam
Hard Disk	As per Microsoft OS requirements 100Mb free at the time of starting the exam
Graphics	A Graphics Adapter that: <ul style="list-style-type: none"> • supports DirectX 9c or newer. • has at least 128MB of Video RAM. • supports 1024 x 768 resolution in 32 bit colour. Please note: Use of dual monitors is prohibited.
Power	Power settings should be set NOT TO sleep or Hibernate while in operation of exam delivery.
General	The use of virtualised machines is prohibited.
Regional	Regional settings must be set to "English (United Kingdom)" Decimal Separator must be set to "." Thousand Separator must be set to "," Date Separator must be set to "/" Time Separator must be set to ":" Short Date Format must be set to "dd/MM/yyyy" Long Date Format must be set to "dd MMMM yyyy" List Separator must be set to "," English must be the active keyboard. An English language must be installed on the PC (Normally any version of English will be sufficient). Please note: Settings can be checked and changed via the control panel on the PC or via group policy. Regional settings are user specific and need to be considered for the user account accessing the device. GPO policy can also override any manual settings if configured via Active Directory GPO policy (default every 90 minutes). Please note: Some OEM supplied machines have an initial local regional setting, but this has not been set in the registry. In this case it may be necessary to manually set these for the registry to be permanently updated.

The following are the hardware and operating system requirements for running the Examiner component on Microsoft Windows 10.

OS patch level	Windows 10 RT is currently not supported. Surface devices are not currently supported. Cortana is not currently supported.
CPU	2Ghz
Memory	4Gb 200Mb free at the time of starting the exam
Hard Disk	As per Microsoft OS requirements 100Mb free at the time of starting the exam
Graphics	A Graphics Adapter that: <ul style="list-style-type: none"> • supports DirectX 9c or newer. • has at least 128MB of Video RAM. • supports 1024 x 768 resolution in 32 bit colour. Please note: Use of dual monitors is prohibited.
Power	Power settings should be set NOT TO sleep or Hibernate while in operation of exam delivery.
General	The use of virtualised machines is prohibited.
Regional	Regional settings must be set to "English (United Kingdom)" Decimal Separator must be set to "." Thousand Separator must be set to "," Date Separator must be set to "/" Time Separator must be set to ":" Short Date Format must be set to "dd/MM/yyyy" Long Date Format must be set to "dd MMMM yyyy" List Separator must be set to "," English must be the active keyboard. An English language must be installed on the PC (Normally any version of English will be sufficient). Please note: Settings can be checked and changed via the control panel on the PC or via group policy. Regional settings are user specific and need to be considered for the user account accessing the device. GPO policy can also override any manual settings if configured via Active Directory GPOUpdate service (default every 90 minutes). Please note: Some OEM supplied machines have an initial local regional setting, but this has not been set in the registry. In this case it may be necessary to manually set these for the registry to be permanently updated.