

Terms & Conditions



4actuaries sp. z.o.o. [Ltd.] (“4actuaries”, “4actuaries.com”, “we”, or “us”) provides an online education service on the 4actuaries.com website located at <https://www.4actuaries.com> (collectively, the “Site”, together with any products and services provided by 4actuaries.com, the “Service”).

By registering on the Site or by visiting, browsing, or using the 4actuaries.com Service in any way, you (“user” or “you”) accept these Terms of Use (the “Terms”), which forms a binding agreement between you and 4actuaries.com.

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1. Disclaimers

1.1 Service satisfaction

The service is provided on an “as-is” and “as available” basis, and 4actuaries.com expressly disclaim any warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.

We (and our partners) make no warranty that the service will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

If applicable law requires any warranties with respect to the service, all such warranties are limited in duration to fourteen (14) days from the date of first use. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the limitations listed in [Service satisfaction](#) may not apply to you.

1.2 Learning purposes

We (and our partners) take no responsibility for any actions done based on the content presented on 4actuaries.com. The learning materials, examples, interpretations of accounting standards or interpretations of laws presented in any form on this site are for learning purposes only and represent the view of 4actuaries only. Before taking actions based on any content presented on this website you should either consult professional advisors or authorities responsible for standard or law.

2. Usage of the Service

2.1 Restrictions

The License granted is subject to the following restrictions:

(a) copyrights

except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.

(b) competitive website

you will not access the Service in order to build a similar or competitive website, product, or service; and

(c) commercial use

you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, in whole or in part, or any content displayed on the Service;

(d) modifications

you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;

2.2 Limits

We reserve the right to monitor use of the Service and to deactivate or terminate your rights to use the Service (including your Account) if your usage behavior exceeds normal limits, as determined in our sole discretion.

2.3 Modification

4actuaries.com reserves the right, at any time without notice or liability, to change or eliminate any content or feature or restrict the use of any portion of the Service. Your only right with respect to any dissatisfaction is to cease use of the Service. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service will be subject to these Terms.

2.4 Availability of Service

You recognize that the traffic of data through the Internet may cause delays during your use of or access to the Service, and accordingly, you agree not to hold us liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Service may not be available due to such delays, delays caused by our upgrading, modification, or standard maintenance of the Service, or any other delays outside of our control.

2.5 No Support or Maintenance

You acknowledge and agree that 4actuaries.com will have no obligation to provide you with any support or maintenance in connection with the Service

3. Account

3.1 Account Creation

In order to use certain features of the Service, you must send a request for an opening of an account (“Account”) and provide your name, surname and e-mail address.

You represent and warrant that:

- all registration information you submit is truthful and accurate, and**
- you will maintain the accuracy of such information. You agree that all account information you provide is governed by our Privacy Policy (which forms a part of these Terms) and you consent to all actions we take with respect to your information consistent with our Privacy Policy.**

3.2 Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account.

You agree to immediately notify [4actuaries.com](https://www.4actuaries.com) of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security.

[4actuaries.com](https://www.4actuaries.com) cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. Plans and Purchase Terms

4.1 Plans

The features and price of your access to the Service is determined by the subscription plan and account type you apply for, purchase or renew.

No contract will exist between you and [4actuaries.com](https://www.4actuaries.com) until [4actuaries.com](https://www.4actuaries.com) accepts your order by a confirmatory e-mail.

4.2 Demo Version

If you receive an access to a demo version (“Demo Version”) through our Site, [4actuaries.com](https://www.4actuaries.com) grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service in strict accordance with these Terms. We reserve the right, in our absolute discretion, to withdraw or to modify your access to the Service at any time without prior notice and with no liability.

4.3 Business Plan

(a) Business License

If you purchase a business subscription plan (“Business Plan”) , 4actuaries.com grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service for the subscription term selected (the “Business Term”) in strict accordance with these Terms.

(b) Seats

The Business Plan allows employees or affiliate employees to register as users (a “Business User”), each Business User will be able to register for an Account and use and access the Service (a “Seat”). Each Seat is to be used solely by the named Business User and may not be shared amongst multiple employees, affiliate employees, contractors, agents, or other individuals.

Except if explicitly indicated in a separate agreement or Order Form, the Seats granted under these Terms are not transferable to any other individual for any reason, and you will take all commercially reasonable steps to prevent your Business Users from granting access to the Service to any other individuals.

(c) Transfer

You acknowledge and agree that the Seats granted under these Terms are specific to the individual Business Users you designate. The Individual Business Subscriptions granted under these Terms are not transferable to any other individual for any reason, with the exception that a Business Plan subscriber can transfer up to 10% of their Seats within the Business Term to new Business Users. You will take all commercially reasonable steps to prevent your Business Users from granting access to the Service to any other individuals.

(d) Additional Seats

As a Business Plan subscription holder you may purchase additional Seats during the Business Term at the then-current price. The use of the Service is conditioned upon timely payment of each Seat added, which will be prorated for the number of days remaining in your then-current Business Term.

(e) Publicity

As a Business Plan subscription holder, you agree that we may include the name of your company in a list of customers of 4actuaries.com. We may post your company name and logo on our Site and promotional materials

provided that such use may be for informational purposes only in marketing efforts, and for no other purpose.

4.4 Fees

The License is expressly conditioned on timely payment of the then-applicable license fee (“Subscription Fee”). We may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind. We will remit taxes collected, if any, to the appropriate taxing authority. If payment is not received within the required time period, we may suspend your access to the Service until payment is received. Except as set forth in the Terms, all Subscription fees are non-refundable. We reserve the right to increase or decrease any Subscription Fee at any time; however, to the extent you have paid your Subscription Fee in advance, the increase or decrease will not become effective for your Plan until the end of your current Term or your next renewal.

4.5 Auto-Renewal of your Subscription

Unless you opt out of auto-renewal, your Subscription will be automatically extended following any subscription term, for the same period of time as the subscription term, at the then-current rate. To change or terminate your Subscription, contact us at contact@4actuaries.com.

If you terminate your Subscription during the subscription term, you may use your Subscription until the end of the then-current term and your Subscription will not be renewed after the then-current term expires. However, you won’t be eligible for a prorated refund of any portion of the Subscription Fee paid for the then-current subscription term.

5. Payment terms

5.1 Payment

Subscription holders agree to pay the annual fee specified when you purchase a Subscription. Depending on where you transact with us, the type of payment method used, and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices because of exchange rates and other geographic-specific pricing. Any agreement you have with your payment provider will govern your use of your specified payment method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Your failure to terminate and/or continued use of your Subscription reaffirms that we are authorized to charge you for that Subscription. We may submit those charges for

payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you.

5.2 Invoice Payment

As Business Plan subscription holder, If you choose to be invoiced (or choose to have a third-party payment provider or reseller be invoiced on your behalf) your Subscription Fee will be invoiced as of the the subscription start date when the Seats are activated (“Start Date”). You hereby agree that the Subscription Fee is due as of the invoice date, payable within thirty (30) days of said date and according to the instructions on the invoice.

6. Termination and Cancellation

6.1 Termination

You agree that we may deactivate or terminate your rights to use the Service (including your Account) or terminate your Plan (i) if we believe that you have breached or acted inconsistently with these Terms and (ii) at any time for any reason at our sole discretion if you are a subscription holder under a Demo Version. You agree that any such deactivation or termination for the foregoing reasons may be effected without prior notice to you and that we will not be liable to you or any third party for any deactivation of your Account or termination of your Plan.

6.2 Cancellation Business Plan

(a) Reason

We or the Business Plan subscription holder may cancel the Business Plan or any Order Form prior to its expiration if the other party breaches these Terms or an Order Form and fails to cure said breach within thirty (30) days after receipt of notice thereof.

Except for instances arising from our uncured breach, all Subscription Fees or charges related to your Business Plan are non-refundable and all unpaid fees are due and payable immediately upon cancellation.

(b) Convenience

A Business Plan may be cancelled for convenience at least prior 30 days prior to the expiration of the then-current Business Term via your account settings page or by notice to us. After cancellation, your Business Plan will remain active to the end of your then-current Business Term to the extent your Subscription Fee is paid. In the event of any termination for convenience all portions of the Subscription Fee are completely non-

refundable. Your obligation to pay fees continues through the end of your Business Term.

6.3 Post-termination or cancellation

These Terms will continue in effect until termination or expiration of your Account or Plan.

Upon termination or expiration your rights under these Terms, your Account and right to access and use the Service will terminate immediately.

Termination or expiration may involve deletion of your User Content associated with your Account.

4actuaries.com will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content.

Even after your rights under these Terms are terminated, the following Sections will remain in effect: [Intellectual property](#) , [Indemnification](#), [Limitation on Liability](#), [Disclaimers](#) & [General](#).

7. Intellectual property

7.1 Ownership

You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by 4actuaries.com or our partners (“Proprietary Materials”).

Neither these Terms nor your access to the Service transfers to you or any third party any rights, title or interest in or to such Proprietary Materials, except for the limited license in Section 2. 4actuaries.com and its partners reserve all rights not granted in these Terms.

The License granted you by these Terms is a right of use and access of the Service through the Site only, and does not grant to you any right to download or store any Proprietary Materials in any medium, other than that downloadable content that may be provided for certain courses, including exercise files, slides, (ii) files that are automatically cached by your web browser for display purposes, solely for your own, personal use.

7.2 Rights

We represent, warrant, and covenant that: we have and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with our performance under these Terms to grant you the License granted hereunder; and neither the Service, nor the provision or

utilization thereof as contemplated under these Terms, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

8. Indemnification

You agree to indemnify and hold **4actuaries** (and its employees) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of

(a) your use of the Service,

(b) your violation of these Terms,

(c) your violation of applicable laws or regulations or

4actuaries reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

You agree not to settle any indemnifiable matter without our prior written consent.

4actuaries will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Limitation on Liability

To the maximum extent permitted by law, in no event will **4actuaries.com** (or our partners) be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use, the service, even if **4actuaries.com** has been advised of the possibility of such damages. Access to, and use of, the service is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement (for any cause whatsoever and regardless of the form of the action), will at all times be limited to a maximum of the amounts paid to us by you in the twelve (12) months prior to the event giving rise to the claim.

The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. Third-Party Links & Ads; Other Users

10.1 Third-Party Links & Ads

The Service may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”).

Such Third-Party Links & Ads are not under the control of 4actuaries.com, and 4actuaries is not responsible for any Third-Party Links & Ads.

4actuaries.com provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

11. General

11.1 Governing Law and Jurisdiction

These Terms are governed by and will be construed in accordance with the Polish Law, without reference to its choice or conflicts of law principles.

11.2 Dispute Resolution

If any dispute should arise with regard to these Terms the parties agree to first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until thirty (30) days have passed from the time such party has provided notice to the other party of the nature of such dispute, provided that nothing herein will prevent us from seeking injunctive relief in the event of your actual or threatened breach of any terms of these Terms.

The party prevailing in such dispute, whether by out-of-court settlement or final judicial determination, will be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including without limitation reasonable attorneys' fees.

11.3 Control by national authorities.

The Service may be subject to control laws and may be subject to regulations by national authorities.

You agree that the information about your contract with us might be shared with national authorities (only if requested by national authorities).

11.4 Notice

Any notice which may be required to be given under these Terms, will be given: (i) to you via e-mail to the e-mail address you maintain in your account settings or by notifying you electronically by displaying the notice in the Service; (ii) to us in any commercially reasonable manner, including certified mail, return receipt requested, e-mail, or any other customary means of communication at the applicable mailing address in Section 13.10, as may be updated from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

11.5 Entire Terms

These Terms constitute the entire agreement between you and us regarding the use of the Service. To the extent that you have entered into a Business Plan subscription through a master service agreement, an Order Form or any other written agreement other fully executed and signed by an authorized representative of [4actuaries.com](https://www.4actuaries.com) that contain terms that directly conflict with any terms of these Terms, then the conflicted terms set forth in such other agreement will control. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". The word "may" means "has the right, but not the obligation, to". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.6 Contractor

Your relationship to [4actuaries.com](https://www.4actuaries.com) is that of an independent contractor, and neither party is an agent or partner of the other.

11.7 Assignment

These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without 4actuaries.com's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. 4actuaries.com may freely assign these Terms. The terms and conditions set forth in these Terms will be binding upon assignees.

11.8 Changes

These Terms are subject to occasional revision, and if we make any substantial changes, we notify you by sending you an e-mail, and/or by prominently posting notice of the changes on this page and elsewhere in the Service. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

Any changes to these Terms will be effective upon the earlier:

- of thirty (30) calendar days after sending an-mail notice to you (if applicable), or**
- thirty (30) calendar days following our posting of notice of the changes on this page and in the Service.**

These changes will be effective immediately for new users of the Service. Continued use of the Service following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.9 Copyright/Trademark Information

© 4actuaries Ltd. All rights reserved.

The 4actuaries name and logos are registered trademarks or trademarks of 4actuaries Ltd.

11.10 Contact Information

4actuaries spółka z.o.o. [Ltd., GmbH.]

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Poland (European Union)

Email: contact@4actuaries.com

National Court Register Number (KRS): 0000822039,

VAT number (NIP): 9671432576,

company ID (REGON): 385215713,

