



CASI Academy - Candidate Agreement

Please read this Agreement carefully before proceeding to sign up as a Candidate of CASI Academy.

1. Interpretation and Definitions

For the purposes of this Agreement:

- **CASI** refers to Capacity-building Alliance of Sustainable Investment, an international cooperation initiative on capacity building, aiming to deliver higher-quality and higher-impact sustainable finance capacity building services for emerging markets and developing countries. The secretariat of CASI is co-hosted by The Sprinkles (HK) Charity Foundation Limited, a charitable organization established under the laws of Hong Kong and recognized as a tax-exempt charity under Section 88 of the Inland Revenue Ordinance (Cap. 112), organized under the laws of Hong Kong, having its principal place of business at 22/F International Commerce Centre, 1 Austin Road W, West Kowloon, Hong Kong; as well as the Institute of Finance and Sustainability, a non-for-profit think tank focusing on sustainable finance research and international collaboration registered at 16th Floor, Tower 3, New World Finance Center, Tongzhou District, Beijing, the People's Republic of China;
- **CASI Academy** refers to the online learning platform and relevant contents hosted on the platform designed and operated by CASI, which can be found at: <https://academy.casi.net/home>;
- **Candidate** refers to individual learners, as well as employees and staff of the company, learning institution and/or business entity to sign up the CASI Academy;
- **Certification Plans** refers to a set of online learning courses that are designed for a specific group of Candidates within the certification package, which could be designed for regulators, financial institutions, enterprises or individuals, as well as other actors within the sustainable finance ecosystem.
- **Force majeure** refers to unforeseeable circumstances that may affect the conduct of the exam, including but not limited to, fire, flood, storms, plant breakdown, strikes, lock outs, riot, hostilities, non-availability of material or suppliers or any other event outside our control.
- **Valid Learning Window** means the period during which the Candidate has access to the enrolled Certification Plan, including exam eligibility.
- **Reschedule Fee** means the charge applied for changing an exam date outside the complimentary allowance.



- Retake means a subsequent attempt at an exam after an initial non-passing result.

Interpretation: The words in which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

2. Registration and Access to Services

Registration

- CASI offers the opportunity to sign up, purchase, and subscribe to certain services on the CASI Academy, including application and registration of online learning courses. All services by the CASI Academy (or via CASI), which also includes those provided free of charge to customers whether purchased online through the Website or other means, shall be and are subject to the Agreement.
- Candidates must be at least 18 years old (or provide parental consent for minors under 18) to be eligible to register for online learning and other Services via the CASI Academy.
- Candidates agree to provide accurate, current, and complete information during the registration process and to update the information as necessary

Access to Learning Platform

- CASI Academy grants access to Candidates upon enrollment in via Certification Plans or to add-on features and services associated with the course or other content that Candidates enroll in. However, CASI reserves such rights to revoke any grant of access, where CASI decides or is obligated to disable access to the content due to legal, policy and/or technical reasons. Any access which is not permitted under this Agreement amounts to unauthorized access by the Candidate and will result in the suspension of access or termination of this Agreement.
- Candidates are responsible for maintaining the confidentiality of their account login credentials. If account information is lost, any resulting losses to the Candidate shall be borne by the Candidate.
- Candidates shall be solely responsible for any activities conducted using their account information. CASI Academy is unable to identify illegal or unauthorized use of Candidates' account and shall not be held liable for such use.
- If Candidates suspect any unauthorized use of their account, Candidates are



required to notify CASI immediately.

- Candidates registered on the CASI Academy will have complimentary access to the introductory modules and, upon application and subject to approval, have access to selected certification modules as a free trial (i.e seven (7) calendar days), which is subject to the approval and confirmation of the CASI Academy as the service provider.
- Candidates' access to the CASI Academy is non-transferable, including access to the introductory modules and the certification courses, which are obtained through either a free trial or granted upon purchasing a Certification Plan.
- Content may be restricted in jurisdictions where distribution violates local laws.

3. Code of Conduct

Academic Integrity

- Candidates must complete all coursework, assignments, and examinations independently.
- Plagiarism, cheating, impersonation, or any form of dishonest academic behavior is strictly prohibited.

System & Content Integrity

- Candidates shall not attempt to hack, reverse engineer, download, record, redistribute, or misuse platform content or functionality.
- Any violation may result in immediate service termination and legal action.

Consequences for Violation

- Breaches of this Code of Conduct may lead to warnings, suspension, termination of access, invalidation of exam results, or revocation of certification without refund.

4. Payment Refund, Tax & Financial Policy

Payment

- Candidates agree to make payment for purchases of CASI Services, including but not limited to a Certification Plan, retake of an examination, rescheduling exam and other paid services, and Candidates authorize CASI to charge Candidates' debit/credit card, process, and any other means of payment (including but not limited, online banking, direct debit, etc) for those fees.
- CASI has cooperation engagement with payment service providers to facilitate payment process, of which Candidates agree that CASI shall extend Candidates' data to the payment service providers on need-to-know basis.



- CASI has the right to change the prices of CASI Services from time to time for marketing and promotional purposes. For recurrent subscription by corporate clients, price changes for CASI Academy subscriptions will take effect at the start of the next subscription period following the date of the price change.
- Fees are quoted in US dollar and are inclusive of consumption or value-added taxes, duties, and bank charges. Any relevant taxes applicable and imposed in respective jurisdictions outside of Hong Kong shall be borne separately by the candidate.
- CASI may use third-party payment processors and share necessary billing information on a need-to-know basis.

Refund

Refunds are only permitted under the following limited condition:

- **Technical Access Issue Refund:**

If a Candidate is unable to access the purchased learning content due to a technical fault on the CASI Academy platform, and the issue is not resolved within seven (7) business days of reporting, the Candidate may submit a refund request via email to support@casinet.

The request must include:

 - Proof of purchase
 - Description of the technical issue
 - Screenshots or error messages
 - Any prior communication with support
- **No Refund After Access:**

Once a Candidate has accessed or activated any course materials, including certification content, extended learning materials, or scheduling exams no refund will be granted for any reason, including but not limited to:

 - Change of mind
 - Schedule conflicts
 - Failure to complete the course
 - Exam failure
 - Dissatisfaction with content
- **Refund Process:**
 - Refund requests are reviewed on a case-by-case basis by the CASI Secretariat.
 - Approved refunds will be processed via the original payment method within thirty

(30) business days.

- All transaction fees, currency conversion charges, and bank costs associated with the refund will be borne by the Candidate.
- Non-Refundable Items:
 - Exam scheduling fees
 - Rescheduling fees
 - Retake fees
 - Learning window extension fees
 - Any service already consumed or accessed
- Refunds will be processed via reversal of the payment transaction.
- Transaction costs for all refunds will be borne by the Candidates. The final amount returned may be affected by the foreign exchange adjustments and fluctuations, alongside potential charges and fees that may be imposed by banks and/or financial service providers.
- If for any reason a subscribed or purchased course is cancelled, CASI can offer alternative course.
- Complaints can be submitted or channeled via email to support@casi.net, managed by the CASI Secretariat for refund enquiries.

Tax Responsibility

- Candidates are responsible for any taxes, including but not limited to VAT, GST, or sales tax, applicable in their jurisdiction, outside of Hong Kong.
- CASI is not liable for advising on or withholding taxes for individual Candidates.

Complaint Handling Mechanisms

- Should possible violations of the CASI Exam Terms and Conditions and relevant policy documents come to the attention of CASI through many sources, including but not limited to, proctor reports, witness testament, grading of exams, third-party complaints, publicly available information, and review of the exam file of the candidate. CASI Secretariat may open an investigation of any matter involving, or appearing to involve, a violation of the CASI exam terms and policy documents.
- A notice of investigation will be sent to the individual who becomes the subject of an investigation by CASI. If the allegations are known to CASI before exam results have been released, the notice of investigation will include a statement that the individual's exam results will not be released pending resolution of the investigation, and the



individual is not eligible to participate in a CASI exam while the matter is unresolved.

- As part of an investigation, CASI is authorized to contact any person or entity that it believes may be able to provide relevant information, documents, and assistance in an investigation, and that CASI may request and obtain information and documents from any source deemed relevant, including from the covered individual.
- If, following an investigation, CASI determines there is insufficient evidence of a violation, the covered individual will be notified in writing that the investigation has been concluded, the exam results will be released, and the covered individual will be eligible to participate in a CASI exam.
- CASI reserves the right to re-open a closed investigation if it receives new information or allegations concerning the covered individual's conduct.
- Should a hearing process is deemed necessary by the CASI Secretariat, a hearing panel will be scheduled upon completion of an investigation, either in-person or via conference call, outside the presence of the covered individual. Hearings will be held within sixty (60) business days of the referral to a hearing panel.
- The hearing panel's determinations as to each alleged violation will be made by a simple majority vote. The hearing panel will determine findings of fact, make a conclusion as to violation(s), and if appropriate, impose a sanction(s) – following which a written decision setting forth the hearing panel's findings of fact, conclusion as to violation(s), and sanction(s), if any, will be issued.
- The decision of the hearing panel will be final. Should there be a conclusion that a violation occurred, the covered individual's exam results, if any, for the exam in which the conduct occurred will be voided.

5. Exam Scheduling, Rescheduling, Retake & Extension Policies

Exam Scheduling

- Exams must be scheduled within the Valid Learning Window, which is typically 6 months from the date of enrollment in a Certification Plan, unless otherwise stated.
- Scheduling must be completed at least thirty (30) calendar days prior to the desired exam date, subject to availability.

Exam Rescheduling

- Candidates are entitled to one complimentary reschedule per exam registration, provided the request is made:
 - Pre-scheduled exam has not occurred yet,
 - Request submitted at least thirty (30) calendar days before the scheduled exam date, and

- Within the Valid Learning Window.
- If a Candidate does not sit for the exam within the valid learning window and without an approved rescheduling, the exam eligibility will be automatically forfeited.
- Any subsequent reschedule or reschedule request made within thirty (30) calendar days of the exam will incur rescheduling fee:
 - If the new exam date sits within 6-month learning window, and the candidate wishes to reschedule exam (including failing in the pre-exam), a fee of USD 50 would apply.
 - If the 6-month learning window has expired and the candidate wishes to regain access to learning materials and sit for the exam/re-sit, the fee would be:
USD 50 for extending access to learning materials, plus
USD 50 for the exam/re-sit,
Total: USD 100.
- Rescheduling is subject to slot availability.

Exam Retake Policy

- Candidates who do not pass an exam want to retake the exam:
 - If the new exam date sits within 6-month learning window, and the candidate wishes to reschedule exam (including failing in the pre-exam), a fee of USD 50 would apply.
 - If the six (6)-month learning window has expired and the candidate wishes to regain access to learning materials and sit for the exam/re-sit, the fee would be:
USD 50 for extending access to learning materials, plus
USD 50 for the exam/re-sit,
Total: USD 100.
- Retakes must be scheduled following the same policies as initial exams.

Extension of Learning Window

- Candidates may request an extension of the Valid Learning Window for a fee of USD 50, subject to approval.
- Requests must be submitted before the current window expires.

6. Service Suspension and Termination

- Services could be suspended and/or terminated under certain circumstances, including but not limited to the following:
 - CASI Academy and the platform under technical maintenance, update or internet connection limitations;

- Regulatory requirement for content update or any other supervisory activities;
 - Expiration of free trial and/or purchased Certification Plan;
 - Suspicious activities of the Candidates, such as illegal attempts to record, download, transmit to other platforms without written permission from CASI and so on;
 - In case of emergency, to protect the rights and interests of Candidates and the public;
 - Violations of the Code of Conduct (Section 3) or exam policies.
 - Other activities of the Candidates that are deemed to be necessary to suspend or terminate the Candidate Service.
- Such suspension will be communicated via email to the Candidate involved, as well as on the Candidate's profile page on CASI Academy.
 - If Candidates are found to violate local and international laws, regulations, or these Terms, CASI shall have the right to suspend services to the Candidate. If CASI suffers losses or becomes involved in disputes, lawsuits, or claims by third parties, the Candidate shall compensate CASI for the corresponding losses and bear all legal liabilities arising from the consequences of such violations.
 - Complaints can be submitted or channeled via email to support@casi.net, managed by the CASI Secretariat for technical issues.

7. Service Risks and Disclaimers

- Given the nature of computers and the Internet, service interruptions or failures may occur due to technological or policy adjustments by telecommunications authorities.
- Whilst the content on CASI Academy is obtained or compiled from sources believed to be reliable, CASI does not guarantee the accuracy, validity, timeliness or completeness of the Information for any particular purpose – and under no circumstances shall CASI be liable for, or accept any responsibility for errors, omissions or other inaccuracies of such content.
- Services are provided 'as is' without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

8. Privacy Policy and Retention of Personal Data

- Registration information provided by Candidates and certain other Candidate information retained by CASI Academy shall be governed by the privacy laws of Hong



Kong.

- CASI Academy will not disclose, edit, or reveal information and non-public content stored on the CASI Academy without the authorization of legitimate Candidates, except in the following circumstances:
 - As required by relevant laws, legal or regulatory procedures, including but not limited to, the reporting requirement or as a necessary step the government takes under a subsidy scheme to verify certain Candidate information;
 - CASI and/or its partner, associates and affiliates may collect, obtain, store, and process Candidate data to make analysis to improve the quality and provision of Services.
 - To safeguard the intellectual property rights and other important rights of CASI Academy;
 - Other situations requiring the disclosure, editing, or revelation of user information.
- CASI will retain all the needed personal data for a period no longer than required for processing and reporting purposes under this Agreement.
- CASI will remove certain or all of the Candidate's personal data after the expiration of the applicable data retention period following termination of access, unless a longer retention period is required by applicable law. Unless otherwise required by applicable law:
 - (a) personal data of paid Candidates will generally be retained for no less than five (5) years after access termination; and
 - (b) personal data of non-paid Candidates will generally be retained for no less than two (2) years after access termination.
- CASI may retain aggregated and/or anonymized data indefinitely for lawful business purposes as set forth below:
 - Review user activity (e.g. analysis of trends and user traffic and usage information to identify popular content);
 - Facilitate the technical functioning of the services, including but not limited to, troubleshoot and resolve issues, secure the services, and prevent fraud and abuse;
 - Develop a personalize content and recommendation engine; and
 - Analysis and reporting for learning trends.
- When Candidate data is being used for the above purposes, it will be aggregated and/or anonymized so that no personal data of Candidates is processed. This non-personal data may be retained for as long as it is required to serve the purposes identified above.

9. Intellectual Property Right

- Candidates acknowledge all intellectual property rights ownership for any materials uploaded on CASI shall be vested in Candidates. All goodwill and intellectual property rights in offline publications, digital publications or relating to the contents of the CASI belong to CASI and/or its partners, associates or affiliates.
- CASI shall not be liable for any infringement of intellectual property rights of the materials uploaded by Candidates on CASI Services.
- Candidates undertake not to produce, reproduce, publish, or disseminate, or infringes upon the copyright of CASI, as well as lawful rights and interests of others; nor will it contains other content prohibited by laws and administrative regulations.
- At all material times, CASI shall reserve the right to suspend, disable, reject or remove any resources uploaded by Candidates, in the event that CASI is of the reasonable opinion that the resources is misleading, deceptive, offensive, false, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory or objectionable or if the learning resources may violate any law, regulation, advertising standard or code of conduct, or is otherwise in breach of the Terms of Use herein with prior notification to Candidates.
- Subject to the requirements determined by and upon consultation with CASI, Candidates may use CASI's name (in full or as an abbreviation), logo or together, limited to the use of promotional purposes in circumstances where CASI authorizes Candidates to do so.

10. Indemnity and Liability

- By accessing the CASI Services, Candidates agree to defend, indemnify and hold CASI and its partners, associates and any other affiliates as deemed necessary by CASI, harmless from and against any claims, losses, liabilities and/or damages made or sustained by third parties arising out of or related to the conduct, use or inability to use the CASI Services, breach or alleged breach of the Agreement, or violation of any other rights by Candidates. Candidates agree to comply with all exam, payment, and conduct policies as outlined in Sections 3 and 4.
- CASI reserves the right to cancel, suspend or vary the operation of CASI's obligations to Candidates if events occur which are in the nature of force majeure, and CASI shall not be held liable for any breach of contract or in tort including delict resulting from such an event.
- The liability of CASI shall not exceed the amount paid by Candidates in the preceding twelve (12) months.

- For the avoidance of doubt, this particular provision shall survive the termination of the Agreement.

11. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of Hong Kong, and Candidates agree to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

12. Miscellaneous

- If any provision of this Agreement is invalid or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.
- These Terms constitute the entire agreement between Candidates and CASI and govern use of the Service.
- CASI may revise this Agreement at any time by posting changes on the websites of CASI and/or CASI Academy. CASI will notify Candidates of material changes via email or platform notifications.
- CASI's courses are meant to be for capacity building and knowledge purpose, and not intended to be any form investment recommendation and advice.
- Any questions about the Terms of Use can be directed to support@casi.net

13. Acknowledgement and Acceptance

- By registering for, accessing, or using the CASI Academy and/or any CASI Services, the Candidate acknowledges that he/she has read, understood, and agreed to be bound by this Agreement and all applicable policies referenced herein.
- The Candidate acknowledges that payment made grants access to the relevant course materials for the applicable Valid Learning Window only, that all fees are non-refundable once access is granted, and that additional fees may apply for learning window extensions, exam rescheduling, or retakes in accordance with this Agreement.
- The Candidate acknowledges that participation in CASI Academy programs is for educational and capacity-building purposes only and does not constitute investment, legal, regulatory, or financial advice.
- If the Candidate does not agree to any part of this Agreement, the Candidate must not register for or use the CASI Academy or CASI Services.