

Society of Actuaries (“SOA”) Explorer Terms and Conditions

By using SOA Explorer (“Explorer”) (“User”), User agrees to these terms and conditions of use (“Explorer terms”). In addition to Explorer terms, Users that are current SOA candidates agree to adhere to SOA's [Terms and Conditions for e-Learning Candidates](#). The SOA may at any time revise these Explorer terms; User's continued use of Explorer will confirm User's acceptance of the change(s).

1. DEFINITIONS

“Explorer” shall mean the online tool provided by the Society of Actuaries (“SOA”) that allows Users to find actuarial employers, employment opportunities and university programs, and connect with individuals associated with the actuarial profession such as SOA members and candidates. The SOA may add new features and actuarial resources to Explorer from time to time.

2. PROPER USE OF EXPLORER

Users are encouraged to use Explorer for expanding their professional network and appropriate collaboration, as permitted under the [Terms and Conditions for e-Learning Candidates](#). Users may also use Explorer to solicit professional opportunities, employment opportunities through the “Jobs” feature, initiate professional contacts, and/or communications involving the field of actuarial science; however, such use should follow the letter and spirit of the [Code of Professional Conduct](#) and/or SOA's [Candidate Code of Conduct](#), as applicable.

Users may not use or attempt to use Explorer for commercial purposes. Contacts and communications initiated through Explorer may not include advertisements for goods or services, "spam", solicitations, chain letters, surveys, pyramid schemes or other material considered unprofessional.

Users may use the “Jobs” function to find employment opportunities. Users may not solicit employment opportunities from other Users directly. Employers or others seeking to hire Users may post their job opportunity in the [SOA Job Center](#).

Users should not use Explorer to harass, discriminate against, or otherwise bother other Users, entities, or individuals displayed in Explorer. Users may not use Explorer in a manner or for a purpose that could violate federal or state antitrust laws. Users may not use Explorer to promote or provide instructional information about illegal activities or for any purpose that may be illegal.

3. DATA PROTECTION

The information provided in Explorer is available to any individual with an SOA account. Users can control whether their personal information can be seen by others through the Settings screen. Access to view actuarial candidate information is restricted to those individuals who are actively taking a pre-qualification e-Learning course. All Users can view SOA members, employers, employment opportunities and university information. SOA members can control the personal information displayed in Explorer through the privacy settings in the [Online Directory of Actuarial Memberships](#). The SOA uses the information provided in and from Explorer in conformity with the [SOA Privacy Policy](#).

4. PROPRIETARY RIGHTS AND LICENCE

All trademarks, copyright, and other intellectual property rights of any nature in Explorer together with the underlying software code are owned either directly by the SOA or by their licensors. Information contained in Explorer may not be copied, reproduced, republished or sold, posted, transmitted, distributed, modified, used for the creation of mailing lists, or used for the creation of derivative works without SOA's prior written consent. The SOA grants User a non-exclusive, non-transferable, limited license to access, display and/or download information from Explorer solely on User's computer and for User's personal, non-commercial use.

5. CONDITIONS OF USE

User will not, nor allow third parties on your behalf, to (i) make and distribute copies of Explorer; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate Explorer; (iii) create derivative works of Explorer of any kind whatsoever; (iv) use Explorer in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Explorer terms, or act fraudulently or maliciously for example by hacking into or inserting malicious code into Explorer or other operating systems; (v) or use Explorer in a way that could damage, disable, overburden, impair or compromise the SOA, its systems or security or interfere with other Users.

Explorer is currently made available to User for your personal, non-commercial use. The SOA reserves the right, in its sole discretion, at any time and for any reason, to (i) amend or withdraw Explorer, (ii) change the terms and conditions upon which Explorer is provided, (iii) charge for Explorer in accordance with these Explorer terms, (iv) or, without notice, terminate or otherwise limit User's access to Explorer in the event that the SOA believes that the User is in breach of or has failed to comply with any of Explorer terms.

If you use Explorer on your mobile device, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing Explorer. The SOA accepts no liability for any charges or fees associated with mobile use of Explorer.

5. AVAILABILITY

The SOA will use reasonable efforts to make Explorer available at all times. However, User acknowledges Explorer may be affected by factors outside of the SOA's reasonable control and may be rendered unavailable during periods of maintenance. The SOA does not accept any responsibility whatsoever for unavailability of Explorer, or any difficulty or inability to access content or any other communication system failure which may result in Explorer being unavailable.

The SOA provides support and maintenance for Explorer. Support for Explorer can be accessed by clicking the Help icon and completing the feedback form. The SOA will not be responsible for ensuring 100% availability of Explorer. Support requests will be responded to within approximately two business days.

6. DISCLAIMER OF WARRANTIES

Participation in or use of Explorer is voluntary and is provided only as a service to Users. The SOA is not responsible for any connections or interactions established using the tool. The SOA is not responsible for the security of information posted on or obtained from Explorer. Participation in Explorer is done for the User's own benefit and at the User's own risk. The SOA makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information provided through Explorer.

The SOA disclaims all express and implied warranties with regard to Explorer. Explorer is provided "as is" and "as available". **THE SOA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF ANY USER'S USE OF, REFERENCE TO, RELIANCE ON, OR INABILITY TO USE, EXPLORER OR THE INFORMATION PRESENTED IN EXPLORER.**

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