

DEC INSTITUTE TERMS AND CONDITIONS

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Version: 1.3

These DEC Institute terms and conditions (the “Agreement”) are entered into between you (“you” or “Examinee”) and DEC Institute, (“DEC”) as of the date you click “I agree” in the buying process on DEC’s website (the “Effective Date”). This Agreement governs your participation in the DEC Institute Certification Program (“Certification Program”) and may be updated from time to time.

BY INDICATING ACCEPTANCE TO THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AN INDIVIDUAL DEC INSTITUTE CERTIFICATION CANDIDATE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “I AGREE.”

1. **Eligibility.** Examinees must be at least 18 years of age and must register under their full legal name. A valid government-issued photo ID is required to sit for the certification exam (“Exam”).

2. **Certification and Validity.** All DEC Institute certifications have a validity period of three (3) years after your credential award date. In case you are holding an active Level 1 designation from DEC Institute, you can also sign up and earn a Level 2 status, which will automatically extend your certification status by three (3) years from the date of your Level 2 credential award date. Otherwise, DEC charterholders are required to report 60 CPD credits within a period of three (3) years, to maintain and renew their active DEC designation. Up to 5 CPD credits can be reported per year by providing proof of employment for 12 months at a Blockchain, Digital Assets, or Web3 company, and up to 3 CPD credits can be reported by year by attending conferences or performing volunteering activities listed on *DEC Infinite Learn*. If a DEC charterholder does not meet DEC’s CPD requirements, they will lose their active designation status of CDAA® or CBA® 3 months after its expiry.

3. **Recertification with CPD.** Both certification status, Level 1 and Level 2, have their 60 CPD credits requirements within a period of three (3) years. Once your certification expires, you have 3 month time to complete and submit your CPD targets. After this deadline, you will no longer be eligible to participate in the CPD program and must retake the original certification exam.

4. **Confidentiality.** The Exam and all content related to the Exam is the confidential and proprietary information of DEC Institute (“Confidential Information”), and you may not disclose, copy, or publish any such Confidential Information or use any Confidential Information for any purpose unrelated to the Exam. I acknowledge that I understand and confirm that I am required to accept a non-disclosure agreement (NDA) before the start of the examination.

5. Exam Policies. Before attempting the DEC Institute's exam:

1. I confirm that I have read the factsheet, syllabus, and study booklet, know the exam's scope, and have prepared by taking the edX MOOC and/or studying the preparation material
2. I confirm that I understand that the mandatory reading materials and practice questions of the study booklets provided are necessary to obtain a positive exam result
3. I understand that the Level 1 exam consists of 75 questions to be completed in 60 minutes.
4. I acknowledge that each of the questions in the Level 1 exam has three options, and only one of them is correct.
5. I understand that the Level 2 exam consists of 6 cases (of approx. length 1000 words) with 5 questions each to be completed in 90 minutes.
6. I acknowledge that each of the questions in the Level 2 exam has four options, and only one of them is correct.
7. I understand that for each question, I should pick the best option (that is most accurate or correct) as some options may be partially correct.
8. I acknowledge that some questions use well-known abbreviations used in the blockchain and digital asset industry and that as part of my preparation, I am expected to be familiar with these.
9. I understand that some questions may be made more complex by how they are written and worded. I should endeavour to read all the questions and options in detail not to make easy mistakes.
10. I understand that a good pace for answering exam questions is to spend approximately slightly less than one minute per question.

6. Exam Results. At the completion of the exam, candidates receive an emailed score report within 7 business days, that contains important information regarding the outcome of the exam and the digital certificate in case of a pass result. Make sure to accept your digital badge and set up your verifiable certification on LinkedIn.

7. Exam Retake. In the event that you fail your first (1st) attempt to pass a DEC Institute certification exam, you must wait seven (7) calendar days from the date of your last attempt to retake the free retake exam. In case you failed this one as well, you must acquire a new certification exam and you are allowed to retake a given exam four (4) times within a 12-month period. Each additional retake exam attempt will require a payment of the exam fee. There are no free retakes or discounts on retakes.

If you have passed an exam and achieved a certification, you will not be able to retake the same exam but should take the shorter recertification exam or a Level 2 exam.

If a test is found to be in violation of the retake policy that test will be invalidated, and the candidate may be subject to a suspension. If a candidate creates multiple profiles to get around the retake policy, all exams will be invalidated, and the fees will be forfeited. Repeat violators may be permanently banned from participation in the DEC Institute Certification Programs.

8. Misconduct & Anti-Cheating.

(i) General

Engaging in any misconduct whilst attempting this exam may lead to the voiding of your exam results and the termination of your ability to take DEC Institute exams in the future.

Exam misconduct is considered any conduct or activity that compromises or attempts to compromise the integrity, reputation, security or validity of the DEC Institute's exams. This includes conduct during registration and after that in the period before, during and after taking the DEC Institute's exams. In addition, you agree not to:

- (a) assist or accept assistance from others;
- (b) create more than one profile for any purpose;
- (c) taking part in the act of impersonation or other forms of cheating;
- (d) possess, access, or use unauthorized materials related to the Exam;
- (e) Take screenshots, photos or notes on the exam questions and answers when completing the exams;
- (f) falsify your identity or identification documents, misuse, or share any testing identification number, username, or other credentials that have been provided to you;
- (g) claim Exam results or any certification that you did not validly obtain;
- (h) disclose the content of, or answers to any of the Exam questions or materials;
- (i) act in an unprofessional manner that compromises the integrity, security, or confidentiality of the Exam or the Certification Program;
- (j) using any form of mobile phone, camera, headset, tablet, computer, wearable device, photographic device or other devices that seek to give an advantage or to copy materials from the exam (except for the device on which you are taking the exam under exam conditions)
- (k) utilising unauthorised DEC Institute materials that you know or have a reasonable basis violate the DEC Institutes copyright
- (l) copying, distributing, reselling, or misusing any DEC Institute exam offer codes or discounts
- (m) misrepresenting information at registratio
- (n) any other conduct that could be considered by the DEC Institute (at its sole discretion) to compromise the integrity, validity, reputation or security of the DEC Institute's exams or the DEC Institute.

9. Continuous Professional Development:

- (a) CPD is typically measured in credits or points, and they often correspond to CPD hours on a 1:1 basis. At DEC Institute 1 CPD point is equivalent to 1 CPD hour.
- (b) Conditions about the termination of designation is defined in section 2 "Certification and Validity".

- (c) DEC charterholder can count CPD-approved activities that are not listed on *DEC Infinite Learn* for their CPD targets. The only requirement is that these activities must be accredited by a CPD accreditation body and related to Blockchain, Digital Assets, or Web3.
- (d) DEC can both accredit CPD activities as well as issue CPD credits under its own self-regulatory nature of a professional body and industry association. Activities and content that helps you stay current in the areas of technology, business & economics, legal, regulatory & compliance, relevant to a blockchain, digital asset and Web3 professional may be eligible for CPD.
- (e) CPD credits will be recorded at DEC by the CPD provider, once you have completed the CPD activity.
- (f) General learners will need to register an account on DEC's website to enroll into a CPD program and access their CPD status.

9. Data Processing. DEC Institute provides its online-exam services using PEARSON PROFESSIONAL ASSESSMENTS LTD, at 80 Strand, London, WC2R 0RL, England (Pearson) as the processor. It is necessary that DEC and Pearson exchange data to provide the services including the candidate's personal information. This data can contain your full name, contact details and additional information you have provided to us during the signup process, your test recordings or results and will be transferred outside of Switzerland. To ensure a safe and fair exam, Pearson will directly request from candidates' additional information to verify a candidate's identity and that the candidate itself takes part in the exam. This data processing is necessary to fulfill our contractual obligations.

DEC Institute will store your personal information as long as it is necessary for the processing, or a legal retention obligation exists.

Further information how Pearson processes your personal data can be found at <https://home.pearsonvue.com/privacy>.

Further information how DEC processes your personal data can be found at <https://www.decinstitute.org/privacy-policy>

By confirming this agreement, you agree to accept these Data Processing requirements.

10. Use of DEC Institute Designation, Name, Logo, and Digital Badge. Upon your receipt of a passing score of the Exam, and subject to the terms of this Agreement, DEC grants you a non-exclusive, non-transferable, personal right to use the DEC designation, name, logo, digital badge, of the specific certification level that you obtained next to your name, on your resume, business cards, marketing collateral, letterhead, and social media sites solely in relation to the DEC subject matter area for which you have a current, valid certification. Your use of any DEC digital badge is subject to the terms of this Agreement and DEC's Institutes brand usage guidelines, which are subject to change at DEC's discretion.

If you are an active charterholder in good standing, you can:

- a) include your designation after your name in the following way:
 - Name Surname, CDAA® I
 - Name Surname, CDAA® II
 - Name Surname, CBA® I
 - Name Surname, CBA® II
- b) Include your charterholder status in the certifications or education section of your resume. (For example: CDAA® I charterholder, DEC Institute)

If you are a lapsed DEC charterholder, you must specify the dates held. (For example: "CDAA® I charterholder, 202X-20XX.")

11. Indemnification. You will indemnify, defend, and hold harmless DEC and its affiliates against any and all losses and liabilities (including reasonable attorneys' fees) arising from or relating to: (a) your use or misuse of any certification designation or digital badge; or (b) any breach of your obligations under this Agreement.

12. Disclaimer of Warranty; Limitation of Liability. The Exam may be administered by an independent testing vendor. THE EXAM AND ALL RELATED MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND DEC INSTITUTE, ITS AFFILIATES, AND THEIR VENDOR(S) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL DEC INSTITUTE, ITS AFFILIATES, OR THEIR VENDOR(S) HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DEC INSTITUTE, ITS AFFILIATES, AND THEIR VENDOR(S)'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EXAM SHALL NOT EXCEED THE FEES PAID BY YOU TO DEC INSTITUTE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PARTIES AGREE THAT THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. Term. The term of this Agreement will begin on the Effective Date and will continue until the later of: (i) termination of your access to the Certification Program; or (ii) until you no longer hold a valid DEC certification.

14. **Survival.** The following provisions survive any expiration or termination of this Agreement: (i) Confidentiality; (ii) Indemnification; (iii) Disclaimer of Warranty; Limitation of Liability; and (iv) General.

15. **Code of Conduct & Ethics:** By adhering to the Code of Conduct & Ethics, DEC Association members and charterholders are expected to comply with the principles and guidelines outlined in the document, regardless of their area of business or professional expertise. The Code of Conduct & Ethics was signed by the Board of Directors of the DEC – DLT Education Consortium at the General Assembly on July 1st, 2024, and is available on the website. Misconduct can be reported and may result in an exclusion as a member and revocation of the charterholder title. Further information can be found at <https://www.decinstitute.org/about-us#code-of-conduct-ethics>.

16. **General.** DEC Institute reserves the right to modify the Certification Program, credential requirements, digital badges, and/or Exams at any time, without notice. Further, DEC reserves the right to take any action it deems appropriate should Examinees violate any provision of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the Agreement. This Agreement will be governed by the laws of Switzerland without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods; and the jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in Kanton Zug, Switzerland, and both parties hereby submit to the personal jurisdiction of such courts. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. There are no third-party beneficiaries under this Agreement. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control including, but not limited to, acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

I acknowledge that I have read and understood all the information stated above and hereby agree to these terms.