

1. General.

- 1.1 The 'Association of Compliance Officers in Ireland' (the "we" or "our") is a company limited by guarantee, registered under Part 18 of the Companies Act 2014, and does not have a share capital. It trades as 'Compliance Institute'. It is a not-for-profit organisation.
- 1.2 Compliance Institute is governed by a board of directors known as the Council. The President (who chairs Council), Vice President (ex officio) and independent Council members are elected at Compliance Institute's Annual General Meeting. Individual members of Compliance Institute appoint and elect members to the Council.

2. Compliance Institute Membership Rules

- 2.1 By becoming a member of Compliance Institute, you agree to be bound by the Compliance Institute Constitution.
- 2.2 Please read these terms and conditions carefully before applying to become a member of Compliance Institute. Your attention is particularly drawn to the limitations and exclusions of liability set out in these terms and conditions.
- 2.3 Any member who currently holds one of our designations is required to also abide by the relevant Guidelines and Regulations which are available at www.compliance.ie.

3. Terms of Membership and Fees

- 3.1 Your annual membership fee comprises the subscription fee and the designation fee, if applicable. The subscription fee is applicable upon joining. Your membership fee will depend on your membership level (see section 4.2).
- 3.2 The annual membership year runs from 1st August to 31st July for all of our members. If you join at any stage other than the commencement of the membership year, the subscription fee will be calculated at a pro-rated amount accordingly.
- 3.3 Your membership fee for the following and subsequent years, will then become due on 1st August. Payment can be made online by logging into your Compliance Institute account. Payment can also be by bank transfer (EFT).
- 3.4 If members are unable to make payment via these options, we will assist members by taking the payment over the phone.

- 3.5 We reserve the right to increase the price of membership fee from time to time and any such amendments will be on the membership pages of our website. If you are a current member, you will be informed beforehand of any fee increase. If we discover an error in the price of your membership, we will inform you as soon as possible.
- 3.6 Fees quoted are for individual membership only.

4. The individual membership contract.

- 4.1 To become a member of the Compliance Institute you must complete the online application process on the website www.compliance.ie.
- 4.2 The following levels of membership are available: Affiliate membership, Ordinary membership, Designate membership and Honorary Fellowship.
- 4.3 When you submit and complete your online application via the website, you are making an offer to subscribe to Compliance Institute, which will result in you becoming a member.
- 4.4 At the point of renewal of your individual membership, your renewal payment is confirmation of the continued acceptance of this contract.
- 4.5 You may not transfer any of your rights and obligations under these terms and conditions to another person.
- 4.6 If you are already a member and wish to renew your membership, please login to your membership account on our website and click the 'Renew Now' button that will be displayed. Do not complete the online application form again as this might result in a duplicate membership record being created.
- 4.7 If your individual membership has lapsed for a period of more than 4 years, you may be required to re-register as a new member. It is not possible to reinstate lapsed memberships online. Please contact us at info@compliance.ie or phone (01) 7790200.

5. Cooling off

You have 14 days cooling off period from the date of confirmation of your membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by contacting us at info@compliance.ie.

6. Professional Development and Conduct

- 6.1 If you are a member who has completed one of our recognised academic qualifications with one of our academic partners, including the Institute of Banking, DCU or PAT you may be eligible to take-up industry recognised professional designation offered by the Compliance Institute.

- 6.2 By proceeding with a designation, you are confirming that you will be committed to developing your competencies while contributing to the professionalism of the sector. Specifically you are agreeing to abide by the relevant designations Guidelines and Regulations which are available at www.compliance.ie. Failure to adhere to the policy may result in the termination of your designation.

7. Member's obligations

As a Compliance Institute member you agree that;

- 7.1 your performance pursuant to these terms and conditions does not and will not conflict with or breach any constitutional document, agreement, or applicable laws to which you are subject and by which you are bound; and
- 7.2 all the information which you submit to us is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third-party rights.

8. Refusal / revocation of membership

- 8.1 Please note that Compliance Institute may refuse membership to any member based on the Membership Rules and any membership criteria that may be determined from time to time by Compliance Institute, acting at its sole discretion.
- 8.2 Membership is subject to continued payment of the membership fees. Compliance Institute membership may be revoked for failure to pay membership fees or for non-compliance with the terms and conditions.

9. Events

- 9.1 Members may be invited to events organised by us or our partners, to enable Compliance Institute members to gain information in relation to certain services and products and make the best use of networking opportunities.
- 9.2 If you have paid to attend an event, and wish to cancel, you must inform us within 14 days before the event to get a refund of the relevant fees paid. Cancellations after that date will not be refunded. Substitute attendees can also be proposed at any time by contacting us at info@compliance.ie.

10. Intellectual Property Rights

All intellectual property rights of any nature in any creation, discovery or other materials (including copyright) owned or licensed by Compliance Institute, its employees, suppliers or agents shall be and remain the property of Compliance Institute and/or its suppliers and any such materials may be licensed and distributed to

members on a non-exclusive and revocable basis for their personal use only or for the purposes specified by the Compliance Institute from time to time.

11. Confidentiality

- 11.1 Members will not without the prior written consent of Compliance Institute, use, copy, adapt, alter or part with possession of any information to any third party and/or advices provided to it by reason of their membership of Compliance Institute which is disclosed or otherwise comes into its possession under or in relation to their Compliance Institute membership and which is of a confidential or proprietary nature.
- 11.2 The obligation of confidentiality will not apply to information which the member can demonstrate was in the possession at the date it was received or obtained or which the member obtains from some other person entitled to it or which is in or comes into the public domain otherwise than through the default or negligence of the member or which is independently developed by or for the member.

12. Cancellation of membership

- 12.1 Compliance Institute may terminate the membership in accordance with article 6 of the Constitution.
- 12.2 If you wish to cancel your membership of Compliance Institute, please inform us in writing by emailing info@compliance.ie in advance of the following membership year.

13. Right to refuse applications

- 13.1 We reserve the right to cancel your membership if we are unable to obtain payment.
- 13.2 We reserve the right to revoke your membership with immediate effect, if we subsequently discover that any or all of the information provided by you was misleading or false.

14. Liability

- 14.1 Nothing in these terms or conditions shall exclude or limit our liability for death or personal injury caused by negligence, or any person's liability for fraud.
- 14.2 Subject to the above, neither we nor any of our agents, licensors or delegates or our/their directors, officers or employees will be liable for any losses incurred or suffered by you directly or indirectly in connection with:
 - i materials provided to or by or on behalf of us being inaccurate or corrupted;
 - ii you being unable for whatever reason to access or use our website or our services;
 - iii benefits, goods or services provided by an external provider/third-party; or
 - iv any acts or omissions by you, any other members, or your or their personnel.

- 14.3 Further, neither we nor any of our agents, licensors, delegates or its or their directors, officers, or employees will be liable to any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.
- 14.4 Our total aggregate liability to you for all losses arising out of or in connection with these terms and conditions (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any membership fees received from you in the preceding 12 months.
- 14.5 Except as specified in these terms and conditions, all express or implied conditions, terms, representations, or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.
- 14.6 These terms and conditions do not and shall not affect your statutory rights as a consumer.

15. Notices

- 15.1 A valid e-mail address is a requirement of membership of Compliance Institute, as this is our primary means of corresponding with you.
- 15.2 Any notice or other communication required to be given to Compliance Institute under or in connection with these terms and conditions can be delivered by email info@compliance.ie.
- 15.3 Any notice or communication shall be deemed to have been received the first working day after the time of transmission.

16. Varying Membership Terms and Conditions

- 16.1 These terms and conditions may be varied by Compliance Institute from time to time. In the event of any such variation, Compliance Institute will post a new copy of the terms to its website. In the case of substantive amendments to the Membership Terms and Conditions, a revised copy (under applicable law) will be emailed to the members.
- 16.2 If a member renews their membership after Compliance Institute has notified them of the changes to the Membership Terms and Conditions, and the member has not raised any issue, then they will be deemed to have accepted the revised terms in full.

17. Updates to your information

- 17.1 In order for us to communicate with you effectively it is your responsibility to ensure that your personal information is up to date with us at all times. In particular your email address and mobile phone number.

17.2 You can update your personal information in one of the following ways;

- i Online at www.compliance.ie and logging into your membership account or;
- ii Notify the Compliance Institute by emailing the changes to: info@compliance.ie.

17.3 Please also refer to our Privacy Statement available on our website for information on how we collect and process your personal information.

18. Governing Law and Jurisdiction

18.1 The terms and conditions are governed by the laws of Ireland and the parties shall submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with these terms and conditions.

Compliance Institute Membership Terms & Conditions