Terms of Use for ACFE Anti-Fraud Education Partnership Resources

Please review the following terms which govern the use of ACFE educational resources. You must submit a signed copy of these Terms of Use in order to be eligible to receive educational resources from ACFE.

GENERAL TERMS

- 1. Any anti-fraud materials or resources provided to you by ACFE are to be used solely for the purpose of offering a college-level course on fraud examination or a related subject ("Your Course"). You are not permitted to use any materials or resources provided by ACFE for any commercial purpose other than developing or teaching Your Course. You also may not, without ACFE's prior written permission, use the materials or resources provided by ACFE in connection with any course, seminar, or learning event at any college or university other than the one on whose letterhead you applied to join the Anti-Fraud Education Partnership.
- 2. You are not permitted to sell, share, copy, transfer, distribute, alter, upload, broadcast, license, sublicense, or otherwise transfer or disseminate any ACFE materials or resources in any manner other than as expressly provided in these Terms of Use without the prior written permission of ACFE.
- 3. These Terms of Use apply regardless of whether you are a participant in ACFE's Higher Education Initiative or not. No ACFE materials or resources may be used for educational instruction or commercial purposes without the prior written approval of ACFE unless such use is in compliance with these Terms of Use, regardless of how the ACFE materials or resources were obtained or procured.
- 4. Any permissions or rights granted in these Terms of Use apply only to materials and resources which are owned and copyrighted by ACFE. Nothing in these Terms of Use should be construed as granting you permission to copy or make use of any materials which are copyrighted by any third party without the copyright owner's valid permission.
- 5. Any distribution rights granted in these Terms of Use are limited to students of Your Course and faculty at Your institution.
- 6. Unless otherwise specified in these Terms of Use or authorized in writing by ACFE, the term "distribute" with regard to electronic resources provided by ACFE (such as pdfs, Word files, digital video content, etc.) means posting the specified items on a password-protected website whose use is restricted to students of Your Course and faculty at Your institution. Electronic files may not be uploaded to non-secure websites, transmitted via email, or otherwise disseminated to any third parties by any means other than those specified herein.
- 7. Except as expressly provided in these Terms of Use, ACFE retains all right, title and interest, including all copyright and intellectual property rights, in and to all ACFE Products and Services, whether listed in these Terms of Use or not. All rights not specifically granted in these Terms of Use are reserved by ACFE. ACFE reserves the right to revise or change these Terms of Use at any time without notice to you by posting revised Terms of Use on its website.

RULES FOR STREAMING VIDEOS

- 1. Students of Your Course and faculty at Your institution may access ACFE videos either (a) through Your institution's servers via streaming video; (b) by viewing the videos in the classroom; or (c) by viewing the videos through a designated password-protected portal at ACFE.com/EduPartnership. Should You choose to stream videos through Your institution's servers, You may only do so subject to the limitations set forth below:
- 2. The video(s) must be housed on your institution's servers and students may only watch the video(s) via streaming (in other words, the students may not be permitted to download the video(s)).
- 3. Access to the video(s) must be password-protected so that only registered students for Your Course and faculty can watch the video.
- 4. You are permitted to convert the files on ACFE DVDs to a format that meets your school's technical specifications for streaming.
- 5. If you need ACFE's assistance to convert a video to a particular format, a charge will apply, the amount to be determined by ACFE on a case by case basis.

USE OF SPECIFIC ACFE MATERIALS AND RESOURCES

<u>ACFE Articles</u> — You are permitted to copy and distribute articles from *Fraud Magazine*, from any ACFE newsletters or from the online database of articles on ACFE.com solely to registered students of Your Course and faculty at Your institution.

Fraud Examiners Manual — You are permitted to copy portions of the Fraud Examiners Manual (FEM) up to 25 pages in length for classroom instruction. If you wish to copy portions of the (FEM) in excess of 25 pages, you should contact ACFE to obtain specific permission. You are permitted to post the FEM on a password-protected website whose use is restricted to students of Your Course and faculty at Your institution. Under no circumstances may any portion or portions of the FEM be uploaded to non-secure websites, transmitted via email, or otherwise disseminated to any third parties by any means other than those specified herein.

<u>Self-Study Workbooks</u> — You are permitted to copy portions of ACFE Workbooks (except for Workbook exam questions) up to 25 pages in length for classroom instruction. If you wish to copy portions of ACFE Workbooks in excess of 25 pages, you should contact ACFE to obtain specific permission. ACFE Workbook exam questions may not be used for classroom instruction purposes, nor may they be copied and disseminated to third parties. You are permitted to post ACFE Workbooks on a password-protected website whose use is restricted to students of Your Course and faculty at Your institution. **Under no circumstances may any portion or portions of any ACFE Workbook be uploaded to non-secure websites, transmitted via email, or otherwise disseminated to any third parties by any means other than those specified herein.**

<u>Videos</u> — You are permitted to stream ACFE educational videos in accordance with the Rules for Streaming Videos set forth above. If You have received a DVD of an ACFE video(s), You are permitted to display the video(s) within the classroom as part of Your Course, and you are permitted to make one copy of the ACFE video(s) to place on reserve for students in Your Course. Otherwise, you are not permitted to digitize, edit or otherwise alter any ACFE video, or to make copies of any ACFE video without prior written permission of ACFE. **ACFE videos may not be uploaded or displayed online except in accordance with the Rules for Streaming Videos**.

<u>Suggested Textbooks</u> — You are not permitted to copy or distribute (either in whole or in part) *The Corporate Fraud Handbook, Principles of Fraud Examination*, or *Frankensteins of Fraud* without the prior written permission of ACFE. Requests to copy portions of any other textbook should be directed to the copyright holder for those works.

<u>Case Studies</u> — You may copy and distribute case studies and answers provided by ACFE to faculty and students in Your Course. This permission is limited solely to the standalone case studies and test questions provided by ACFE as a part of your Anti-Fraud Education Partnership Resources. It does not apply to any other case studies or exam questions that may be contained in any other publication, regardless of whether that publication was obtained from ACFE. For example, this permission expressly does not authorize you to copy or distribute material contained in *The Fraud Casebook* or any other compilation of case studies edited or written by Joseph T. Wells or ACFE.

The CFE Exam Prep Course — Although the CFE Exam Prep Course is not available to educators for classroom instructors, some educators may have purchased their own edition of the CFE Exam Prep Course while preparing to take the CFE Exam. Under no circumstances may the Prep Course or any Prep Course questions be copied, distributed, displayed, shared, transferred, posted online, or otherwise used in connection with Your Course. Such use would constitute a violation of the terms of your CFE Exam Prep Course licensing agreement.

Anti-Fraud Education Partnership Logo — Members in good standing of the Anti-Fraud Partnership may use the Anti-Fraud Education Partnership Logo on websites, letterhead, brochures and other promotional and display materials. It may not be used on certificates, diplomas or degrees. When displaying the Anti-Fraud Education Partnership logo on a website, the graphic should link to the ACFE Anti-Fraud Education Partnership home page at ACFE.com/EduPartnership. The Anti-Fraud Education Partnership Logo may not be used to indicate any kind of endorsement by the ACFE; or suggest that ACFE is the source of the goods or services offered; or to imply any kind of relationship with the ACFE aside from what is expressly permitted under these rules. The ACFE reserves the right to disallow any use of the Anti-Fraud Education Partnership Logo.

The Report to the Nations — You may copy and distribute the Report to the Nations, in electronic or print format, to faculty and students in Your Course.

Other resources — Questions related to other ACFE resources should be directed to the ACFE Higher Education Initiative Program Manager.

By signing this form, I certify that I have read, understand and agree to abide by the Terms of Use for ACFE Anti-Fraud Educational Resources.

Signature	Date
Printed Name	College or University

Revised Date: October 2014



GLOBAL HEADQUARTERS THE GREGOR BUILDING 716 West Ave Austin, TX 78701-2727 USA