

## **General Terms and Conditions**

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International Anti Crime Academy B.V. | [www.anti-crime-academy.com](http://www.anti-crime-academy.com)

These General Terms and Conditions apply to the training programs provided by International Anti Crime Academy B.V., located at Ericssonstraat 2, 5121 ML Rijen, the Netherlands. Please read these General Terms and Conditions carefully.

These General Terms and Conditions constitute a valid and binding agreement between IACA and the Client/Participant. By enrolling in a Training Program, you agree to be bound by these General Terms and Conditions. These General Terms and Conditions are published on the website of International Anti Crime Academy B.V. ([www.anti-crime-academy.com](http://www.anti-crime-academy.com)) and will be provided free of charge upon request.

### **1. Definitions**

In these General Terms and Conditions, the following capitalized terms, whether used in singular or plural form, have the meanings set forth below:

#### **1.1. IACA**

The private limited liability company International Anti Crime Academy B.V., registered with the Dutch Chamber of Commerce under number 58500251, with its statutory seat in Gilze en Rijen and its office located at Ericssonstraat 2, 5121 ML, Rijen.

#### **1.2. Client**

Any natural or legal person who purchases a Training Program from IACA, either for themselves or for their employees.

#### **1.3. Participant**

Any natural person who participates in a Training Program at IACA, regardless of whether the enrollment is made on an individual basis or through a registration facilitated by a Client.

#### **1.4. Agreement**

The agreement between IACA and the Client for the purchase and provision of a Training Program is governed by these General Terms and Conditions.

All quotations, offers, assignments, and agreements between IACA and its Clients are subject to these General Terms and Conditions. These terms explicitly apply to the quotation, its acceptance, and the resulting agreement.

Any other general terms and conditions or provisions of the Client are not accepted unless explicitly agreed upon in writing between the Client and IACA.

### 1.5. Training Program

The professional course, workshop, training session, lecture, or private Training Program attended by the Participant or purchased by the Client from IACA.

### 1.6. Delivery Format

The delivery format refers to the method by which a professional course, workshop, training session, lecture, or private or public Training Program is provided and attended. The available delivery formats are:

- In-person: The Training Program takes place at a physical location where Participants and instructors are present.
- Live Classroom: The Training Program is conducted live in a classroom setting with Participants and instructors physically present.
- Live Virtual: The Training Program is conducted live via an online platform or video conference, where Participants and instructors attend remotely.
- On-Demand: The Training Program is pre-recorded and can be accessed at any time by the Participant, without a live instructor being involved.

### 1.7. Intellectual Property Rights

At IACA, intellectual property rights encompass all rights related to training materials, certifications, instructional content, and databases such as OSINT (OSIDATA). These materials include data, concepts, technologies, and other forms of intellectual property that are owned by, licensed to, or otherwise controlled by IACA. The intellectual property rights of IACA are intended to ensure exclusive control and protection of these materials. Unauthorized use is strictly prohibited and may result in civil and/or criminal legal action.

### 1.8. Additional Terms for U.S. and Canadian Participants

For Participants residing in the United States or Canada, additional terms and conditions apply. These specific terms will be provided upon receipt of enrollment and must be explicitly accepted before the enrollment is finalized.

## **2. Formation of the Agreement**

The agreement between IACA and the Client is established upon receipt of a signed (digital) enrollment form and subsequent written confirmation from IACA to the Client. Enrollment is only legally binding after written confirmation by IACA. Any questions regarding enrollment will be answered by IACA as soon as possible, but no later than 48 hours, excluding weekends and public holidays.

## **3. Age Requirement**

Before the Client or Participant may use an IACA website or enroll in and participate in any training, product, or service offered by IACA, the Client or Participant must agree to these

terms. The Client or Participant acknowledges that they are at least 18 years old and have the legal capacity to enter into this agreement.

If the Client or Participant is under 18 years old and/or lacks the legal capacity to consent to this agreement, they must seek the assistance of a legal guardian to review and accept this agreement on their behalf. Only with this consent can the Client or Participant access an IACA website or complete the registration and purchase of training, products, or services offered by IACA.

If a minor participates without the required consent from a legal guardian, the agreement shall be considered null and void. In such cases, IACA reserves the right to immediately terminate the minor's participation. IACA shall not be liable for any damages or consequential damages resulting from the participation of a minor without the necessary legal consent. The minor and their legal representatives shall be responsible for any costs arising from the unauthorized participation in the Training Program.

#### **4. Execution**

IACA reserves the right to:

- Modify Training Programs as needed due to changes in examination requirements from external certification bodies and/or for quality improvements.
- Adjust the scheduling and location of the Training Program.
- Cancel a start date or decline new enrollments for an existing Training Program if there are insufficient registrations. Enrolled Participants will receive written notice, upon which their obligations will be nullified.
- Reduce the number of training sessions per program while maintaining the same price, provided the reduction does not exceed 25%.
- Increase the group size by up to 100% in exceptional cases.
- Change the delivery format (e.g., from in-person to virtual) without affecting the Training Program fee.
- Conduct open-source research to screen (potential) Participants and refuse or exclude individuals, groups, or entities from training participation.
- IACA follows a careful selection process for Participants in its Training Programs. The admission of Participants is based on the following criteria:
  - The relevance of the Training Program to the Participant's professional background.
  - The potential contribution of the Participant to the learning objectives and group dynamics.
  - The goal of maintaining a diverse and balanced group composition.
  - Alignment with IACA's strategic training objectives.
- In accordance with these criteria, IACA reserves the right to:
  - Give priority to Participants from specific professional sectors.
  - Reject potential Participants who do not meet the set criteria.

- IACA applies these criteria in a non-discriminatory manner.

## **5. Make-Up Sessions**

A Participant has the right, after consulting with IACA, to attend a missed (theoretical) class with another group if deemed possible by IACA. IACA is not liable for any consequences related to make-up sessions.

Make-up sessions for exams and practical training sessions are generally not possible. In such cases, the Participant must re-register and pay the full costs again.

However, exceptions to this rule may be considered. In special circumstances, such as prolonged illness or other serious situations, the Participant or Client may submit a written, well-motivated request to reschedule a missed exam or practical training session. After evaluation and approval by IACA, a make-up opportunity may be granted. Any additional costs incurred will be borne by the Participant or Client.

## **6. Examination Regulations and Responsibilities**

IACA adheres to its basic examination regulations for its exams.

IACA also provides training for third-party examinations. The Client and/or Participant is solely responsible for timely registration for these exams.

Examination fees may be adjusted once per year, effective in January, without prior notification to Clients.

Diplomas and certificates will only be issued after the Client has fully met their payment obligations.

The Participant is solely responsible for their examination results. IACA accepts no liability for failed results.

IACA is not responsible for obtaining exemptions for other external training programs on behalf of the Participant.

The completion or participation in a program offered by IACA does not guarantee any exemptions, admission, or reduction in study duration with external programs or institutions. IACA accepts no responsibility or liability in this regard. The responsibility to investigate this prior to enrollment rests entirely with the Participant.

## **7. Business Partners**

IACA reserves the right to have its Training Programs delivered by an authorized (international) Business Partner in certain regions.

## **8. Pricing**

All prices listed in quotations, brochures, and other communications are tax-exempt unless explicitly stated otherwise. Prices are valid from January 1 to December 31 of the current year.

Any price increases take effect on January 1 of the new Training Program year. These new prices also apply to Clients who registered and placed orders before December 31 of the previous year.

## **9. Payment Terms and Taxes**

- All fees are due in advance and payable before or on the due date stated on the invoice. The invoice is issued immediately upon enrollment and has a standard payment term of 30 days.
- The Participant remains personally responsible for the payment of Training Program fees if their employer fails to make payment on time.
- The Client is not entitled to offset any amounts against the invoice amount due to a counterclaim.
- If payment is not received by the due date, a payment reminder will be sent, with an administrative fee of €10.00 per reminder issued after 30 days.
- After two payment reminders, the invoice will be handed over to a collection agency. All judicial and extrajudicial collection costs, including interest, will be borne by the Client.
- If payment is not received on time, the Participant may be denied access to IACA lessons and exams. Failure to attend classes and exams does not release the Participant from their financial obligations toward IACA.
- In cases of non-payment, IACA may, without prior notice of default, unilaterally terminate the agreement with the Client. In such cases, IACA reserves the right to demand immediate payment of the original invoice amount.
- In the event of non-payment or late payment of any obligation arising from the agreement, suspension of payment, bankruptcy, liquidation, or asset seizure, any outstanding claim by IACA against the Client becomes immediately due and payable in full.
- In such cases, IACA also reserves the right to cancel ongoing agreements that have not yet been executed without judicial intervention and to reclaim delivered but unpaid goods, without prejudice to the right to claim damages.
- The Client is required to provide accurate, complete, and up-to-date information when making a purchase or transaction. All applicable taxes related to such purchases or transactions with IACA are the sole responsibility of the Client.

## **10. Statutory Cooling-Off Period for Private Individuals**

- After enrolling in a Training Program, the Client, if they are a natural person not acting in the course of a business or profession, has a statutory cooling-off period of 14 days. Within this period, enrollment may be canceled without providing a reason and without any financial consequences.
- This cooling-off period also applies if the Client books the Training Program and the costs are covered by their company or employer, provided that the Client enters into the agreement personally.

- If the agreement is entered into by a company or employer, no cooling-off period applies.

## **11. Retention of Ownership**

- Delivered goods (such as training materials, textbooks, etc.) remain the property of IACA until full payment has been received.
- The risk of damage or loss of the goods, as well as any resulting damages, transfers to the Client upon delivery and acceptance of the goods.
- Without IACA's consent, the Client is not authorized to transfer ownership of unpaid goods to third parties or to encumber such goods with a pledge or any other security right in the broadest sense of the word.
- Violation of this provision will result in the immediate and full enforceability of the purchase price, without prejudice to IACA's further rights.
- If the Client fails to meet their payment obligations on time, IACA reserves the right, without prior notice of default, to reclaim delivered but unpaid goods.

## **12. Intellectual Property Rights and Usage Restrictions**

All Training Materials, Certifications, and Instructional Materials provided by IACA, including but not limited to the OSINT database (OSIDATA), are protected by copyright and other intellectual property rights. These materials include data, concepts, technology, and intellectual property owned by, licensed to, and controlled by IACA. The Client or Participant does not acquire any intellectual property rights to the Training Materials, Certifications, or Instructional Materials. However, IACA grants the Client or Participant a limited, worldwide, non-transferable, perpetual, irrevocable, and non-exclusive license to use the materials for non-commercial purposes.

The Client or Participant is expressly prohibited from:

- Copying, reproducing, distributing, displaying, modifying, or creating derivative works of the materials without prior written permission from IACA.
- Making the materials available to third parties without written permission from IACA.
- Using the materials for conducting training sessions or for training purposes, nor allowing others to do so.
- Performing reverse engineering, decompilation, or any other form of reconstruction of the source code or underlying ideas and principles of IACA's materials.

If the Client or Participant acts in violation of these provisions, IACA reserves the right to take appropriate legal action and seek compensation for damages incurred. In the event of unauthorized use or distribution of the materials, IACA reserves the right to immediately terminate the Client's or Participant's access to the Training Program without refund of any paid Training Program fees. Additionally, IACA reserves the right to exclude the respective Client and/or Participant from future Training Programs in the event of an intellectual property rights violation.

### **13. Cancellation of Open Classroom Training Programs**

- Cancellation of a Training Program must be submitted in writing via registered mail. The date on the postmark serves as the official notice date for the cancellation.
- Written confirmation from IACA serves as proof of the cancellation. The scheduled start date of the Training Program is the basis for processing the cancellation.
- The costs associated with cancellation of a Training Program are:
  - €100 for cancellations made more than four weeks before the start date.
  - 50% of the total price for cancellations made up to 14 days before the start date.
  - 100% of the total price for cancellations made within 14 days before the start date or after the Training Program has started.
  - If IACA has incurred additional costs on behalf of the Client, these costs will be charged in addition to the previously mentioned cancellation fees.
- Refunds for paid Training Program fees will be processed within 14 days after IACA confirms the cancellation.
- If the Participant fails to attend the Training Program, no refunds shall be issued under any circumstances.
- A claim of force majeure by the Participant or their employer (e.g., illness, indispensable role within a company) does not exempt the Client from their financial obligations toward IACA.
- If the Participant passes away or if there are exceptional circumstances in which payment of the cancellation fees would be unreasonably burdensome under principles of fairness and equity, a written, well-substantiated request may be submitted to IACA. IACA reserves the right to request supporting evidence.
- The cancellation fees are immediately due and payable.

### **14. Cancellation of Private (In-House) Training Programs**

- Cancellation of a Private Training Program must be submitted in writing via registered mail. The date on the postmark serves as the official notice date for the cancellation.
- Written confirmation from IACA serves as proof of the cancellation. The scheduled start date of the Training Program is the basis for processing the cancellation.
- The costs associated with cancellation of a Private Training Program are:
  - €1,000 for cancellations made more than four weeks before the start date.
  - 50% of the total price for cancellations made up to 14 days before the start date.
  - 100% of the total price for cancellations made within 14 days before the start date or after the Private Training Program has started.
  - If IACA has incurred additional costs on behalf of the Client, these costs will be charged in addition to the previously mentioned cancellation fees. Examples of such additional costs may include booked travel and accommodation expenses, costs for specially customized training materials, fees for guest lecturers or

instructors, and rental fees for special locations or equipment required for conducting the Training Program.

- Refunds for paid Training Program fees will be processed within 14 days after IACA confirms the cancellation.
- If a Private Training Program is canceled after it has already started, no refund of the Training Program fees is possible.
- The cancellation fees are immediately due and payable.

## **15. Cancellation Due to Force Majeure**

- IACA reserves the right to reschedule and/or cancel a Training Program in the event of external force majeure or due to insufficient enrollment (fewer than five Participants).
- If the Training Program is canceled entirely by IACA, the paid Training Program fees will be refunded within 14 days.
- If an alternative start date is offered, the Client is not entitled to a refund of the Training Program fees.
- External force majeure refers to circumstances beyond IACA's control that make the performance of the Agreement impossible, including but not limited to natural disasters, pandemics, government measures, and other unforeseen events.
- If a Training Program is rescheduled, IACA will notify the Client and Participant as soon as possible with the new start date.
- In the event of rescheduling due to force majeure, the Client's and Participant's enrollment remains valid for the new start date.

## **16. Liability**

16.1. The Participant is fully responsible and liable for all actions taken during the Training Program. The Client indemnifies IACA against all claims arising from the Participant's actions during the Training Program.

16.2. IACA disclaims all liability to the extent permitted by law. If IACA is forced to deviate from the scheduled Training Program dates or cancel the Training Program entirely due to force majeure or insufficient enrollment, IACA shall not be liable for any damages, including but not limited to lost work hours, travel, and accommodation costs.

Force majeure includes, but is not limited to, circumstances beyond IACA's control, such as: instructor illness, natural disasters, terrorism, government actions, strikes, and technical failures.

16.3. IACA utilizes third-party tools and software during the Training Program. IACA is not responsible for the availability, accuracy, or reliability of these tools and accepts no liability for any damages, security risks, or legal consequences resulting from their use. The Participant remains fully responsible at all times for the lawful and proper use of the learned methods.

16.4. IACA shall not be liable for malware or other malicious software such as viruses or spyware, regardless of whether such software is present in third-party materials or tools.

16.5. If IACA is held liable, its maximum liability is limited to direct damages up to a maximum of EUR 500. Indirect damages, such as consequential damages, loss of profits, business interruption, operational consequences, reputational damage, technical failures, or security risks, are expressly excluded.

16.6. IACA shall only be liable for breaches of contractual obligations if, after receiving a written notice of default that grants a reasonable 30-day period for rectification, IACA fails to fulfill its obligations. No breach shall be deemed to exist if it results from force majeure. In no event shall IACA's liability exceed the limitations set forth above.

16.7. If a force majeure event lasts longer than 120 days, both IACA and the Client may terminate the agreement without any obligation to provide compensation.

16.8. Any right to compensation arises only if the damage is reported to IACA in writing within 30 days of its occurrence. Any claim against IACA shall be barred twelve months after the claim arises unless legal action is initiated within that period.

16.9. The Client and Participant guarantee that they will comply at all times with all applicable laws and regulations concerning the Training Program and the execution of this Agreement.

### **Liability and Indemnification**

The Client or Participant agrees to indemnify and hold IACA harmless from any claims, liabilities, damages, or costs arising from their participation in the Training Program or any breach of this agreement. This indemnification includes reasonable attorney fees and costs incurred by IACA in defending against such claims. Claims for indemnification must be submitted to IACA in writing within 30 days of discovery, and the parties agree to fully cooperate in the defense of any claims or legal actions.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF IACA UNDER THIS AGREEMENT SHALL NOT EXCEED EUR 500. THIS LIMITATION OF LIABILITY APPLIES SOLELY TO DIRECT DAMAGES AND EXPRESSLY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, OPERATIONAL CONSEQUENCES, REPUTATIONAL DAMAGE, TECHNICAL FAILURES, OR SECURITY RISKS.

THE CLIENT OR PARTICIPANT ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS OF LIABILITY REPRESENT A REASONABLE ALLOCATION OF RISKS AND CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN IACA AND THE CLIENT OR PARTICIPANT. WITHOUT THESE LIMITATIONS, IACA WOULD NOT BE ABLE TO OFFER THESE TRAINING PROGRAMS, PRODUCTS, OR SERVICES.

### **Anti-Spam Filters and Email Notifications**

IACA acknowledges that it cannot be held liable in cases where the Client's or Participant's confirmation email is blocked by their spam filters. It is the exclusive responsibility of the Client

or Participant to ensure that their registered email account allows the receipt of emails from anti-crime-academy.com. The Client or Participant must take the necessary steps to adjust their email settings accordingly to ensure the successful delivery of important communications from anti-crime-academy.com.

### **Warranty Disclaimer**

IACA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

UNDER NO CIRCUMSTANCES SHALL IACA BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND REGARDLESS OF WHETHER LIABILITY IS BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

### **17. Liability for Material and Non-Material Damages**

- IACA reserves the right to hold the Client or Participant personally liable for any material or non-material damages caused by an unlawful act committed by the Client or Participant. This liability applies for the entire duration of the Training Program.
- Material damages include damage to property, buildings, equipment, and other physical assets belonging to IACA.
- Non-material damages include reputational damage, loss of goodwill, and other intangible losses suffered by IACA due to the unlawful act of the Client or Participant.
- The Client or Participant is liable for all costs incurred by IACA in recovering damages, including but not limited to legal fees and collection costs.
- This provision does not affect IACA's right to take further legal action and seek full compensation for any damages suffered.

### **18. Confidentiality**

IACA and its employees are required to maintain confidentiality regarding all information obtained during registration, screening, and participation in the Training Program concerning the Client and/or Participant. The Client and Participant are also obligated to maintain confidentiality regarding IACA's methodologies, the content of the Training Program, and its (international) business partners. The knowledge acquired during the Training Program may not be commercially exploited by the Client or Participant.

The Client or Participant is expressly prohibited from sharing information with third parties or distributing it internally within their organization unless explicitly authorized by IACA. Likewise, it is not permitted to use the information to provide training sessions on a commercial basis to third parties.

If the Client or Participant fails to comply with these obligations, they shall, by that very fact, owe IACA an immediately payable and non-reducible penalty of €25,000 (twenty-five thousand euros) per violation, without prejudice to IACA's right to claim full compensation for damages

incurred. IACA will take appropriate legal action in case of a breach of confidentiality, including but not limited to hiring a collection agency or initiating legal proceedings.

The Participant and/or Client are expressly prohibited from making (covert) audio or video recordings during lessons, including recordings of virtual/digital sessions.

### **19. Code of Conduct**

All Participants are required to maintain professional conduct during the Training Program and in interactions with staff and fellow participants. Inappropriate behavior, including offensive language, sexual harassment, or threatening conduct, will not be tolerated and may result in immediate removal from the Training Program without a refund.

The Participant is expressly prohibited from making (covert) audio or video recordings during lessons, including recordings of virtual/digital sessions.

In case of a violation of this provision, IACA will immediately remove the Participant from the Training Program, and no refund will be granted. Additionally, IACA reserves the right to take legal action against the Participant, including seeking compensation for damages resulting from the breach of this Code of Conduct. This may also include banning the Participant from future IACA Training Programs.

### **20. Privacy Policy**

IACA is committed to protecting the privacy and security of the Client's and/or Participant's personal data. In accordance with this commitment, IACA has implemented measures to adequately safeguard and manage personal information. The IACA Privacy Policy, accessible via IACA's privacy statement, provides detailed information about the collection, use, disclosure, and storage of Client and/or Participant data by IACA.

The Privacy Policy is an integral part of this Agreement and is incorporated by reference. By accepting this Agreement, the Client and/or Participant also agree to comply with the provisions outlined in IACA's Privacy Policy regarding the purchased Training Program.

IACA reserves the right to update its Privacy Policy periodically. Clients and Participants will be notified of such updates via the contact details they have provided, such as email. It is the Client's and/or Participant's responsibility to review and understand the updated terms of the Privacy Policy.

### **21. Transfer of Rights**

The Client and Participant are not permitted to transfer their rights or obligations under this Agreement, in whole or in part, to third parties without prior written consent from IACA.

### **22. Governing Law**

All offers, agreements, and their execution are exclusively governed by Dutch law.

## **23. Dispute Resolution**

- **General Procedure:** In the event of a dispute arising from or related to this Agreement, the parties shall first attempt to resolve the dispute through mutual consultation.
- **Judicial Resolution:** If the parties cannot resolve the dispute amicably, the dispute shall be submitted to the competent Dutch court. Depending on the nature of the dispute, this will be the court in Breda, unless Dutch law expressly designates another court as competent.
- **Individual Claims Only:** All claims must be filed individually and not as part of a class action, collective action, or any other representative proceeding. By entering into this Agreement, both the Client and/or Participant and IACA waive their right to participate in any class action or other representative proceedings of any kind.

### **Disclaimer**

IACA provides training programs that demonstrate tools, methods, and techniques used in (digital) investigations. IACA makes no guarantees regarding the effectiveness, reliability, or legal admissibility of these tools and methods in specific cases.

The use of third-party tools and the application of the learned methods is entirely at the Participant's own risk. IACA is not responsible for technical failures, security risks, legal consequences, operational impacts, or any other damages arising from the use of these tools. The Participant remains fully responsible at all times for the correct, safe, and lawful application of the acquired knowledge and skills.