

International Association of Computer Investigative Specialists  
Website Terms of Use

## **1. Overview**

These website Terms of Use ("Terms of Use") are entered into between you ("you" and "your") and International Association of Computer Investigative Specialists ("IACIS," "we," "us," and "our"). The Terms of Use govern your access to and use of the IACIS website at <https://www.iacis.com/> including any content, functionality and services offered on or through it (the "Site").

By using the Site, you agree to be bound and abide by these Terms of Use. IACIS may terminate your ability to use the Site without notice if you do not comply with the Terms of Use.

***IACIS reserves the right to make changes to the Site and to the Terms of Use at any time.*** All changes are effective immediately when posted. Your continued use of the Site following the posting of the revised Terms of Use means that you accept and agree to the changes.

All Information IACIS collects on this Site is subject to our Privacy Notice posted at the Site [here](#). By using the Site, you consent to all actions taken by us with respect to your Information in compliance with the Privacy Notice. The Privacy Notice is incorporated into and governed by these Terms of Use. To the extent there is a conflict, the Terms of Use supersede the Privacy Notice. Terms like "Information" that are in these Terms of Use but not defined here are defined in the Privacy Notice.

All Site Content (as defined below) is current as of the date it is posted on the Site to the best of IACIS's knowledge.

## **2. Intellectual Property**

The Site and its entire contents, data, features and functionality (including but not limited to text, graphics, video, logos, button icons, databases, images, training materials, and research and development materials) ("Site Content") are the property of IACIS or its licensors and are protected by copyright, trademark and other intellectual property laws, except as indicated below.

The IACIS name and related logos are trademarks and service marks ("Marks") of IACIS. IACIS's Marks may not be used without advance written permission of IACIS, including in connection with any product or service that is not IACIS's, in any manner that is likely to cause confusion, or in any manner that disparages, discredits, or misrepresents IACIS. Other products or company names mentioned on the Site may be trademarks or service marks of their respective owners.

Certification (e.g., CFCE, CAWFE, etc.) logos may be used by members that have obtained and maintain the associated certification (including periods of remediation) provided that the logos are used in their authorized format and are only used to reflect the possession of the certification. IACIS certification logos cannot be used to infer any endorsement by IACIS beyond the possession of the associated certification. All other logos and trademarks may only be used with the express written consent of the IACIS Board of Directors.

If IACIS discovers use of copyrighted or trademarked material in contravention of the license above, IACIS may bring legal proceedings against the infringer by seeking monetary damages and an injunction to stop use of those materials in addition to other remedies provided by law. An infringer could also be ordered to pay legal costs. Certification holders may lose their ability to re-apply for certification or be granted additional certifications and may face censure from the membership if applicable.

## **3. User Contribution**

The Site may contain sections that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials ("User Contributions") on or through the Site or to IACIS directly.

All User Contributions must comply with the content standards set out below.

Any User Contribution you post to the Site or make available to IACIS will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site or to IACIS, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns the perpetual right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not IACIS, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

#### **4. Copyright Complaints; Digital Millennium Copyright Act**

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below.

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to IACIS's Copyright Agent at [secretary@iacis.com](mailto:secretary@iacis.com) (Subject line: "DMCA Takedown Request").

Our designated copyright agent to receive DMCA Notices is:

Secretary  
ATTN: LEGAL DEPARTMENT  
25 Catoctin Cir. SE, #2411  
Leesburg, VA 20177  
[secretary@iacis.com](mailto:secretary@iacis.com)

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may locate it;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Contribution that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload or display the content in your User Contribution, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, the Company will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

We may, at our sole discretion, limit access to the services and/or terminate the account of any user who infringes any intellectual property rights of others.

## **5. Limited License And Prohibited Uses**

IACIS grants you a personal, royalty-free, non-assignable, and non-exclusive license to access and use the Site Content in the United States only as an informative resource while using the Site. Any other use, including the reproduction, modification, distribution, transmission, republication, framing, display or performance of Site Content without prior permission of IACIS is strictly prohibited. You may not download, print, copy, distribute, or otherwise use Site Content for commercial purposes, including publication, sale, or personal gain. You may not remove any Mark or other proprietary notices, including, without limitation, attribution information, credits, and copyright notices that have been placed on or near the Site Content.

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree that you will not:

- Use the Site in any way that violates any applicable federal, state, local or international law or regulation.
- Use the Site for the purpose of exploiting, harming or attempting to exploit or harm anyone in any way.
- Send, knowingly receive, upload, download, use or re-use any material which does not comply with the Terms of Use.
- Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- Impersonate or attempt to impersonate IACIS, an IACIS employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which as determined by IACIS, may harm IACIS or users of the Site or expose them to liability.

- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without IACIS's prior written consent.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.

The IACIS website, training material, and Listserv, may only be used for lawful purposes. Members agree to comply with applicable laws and rules with the use of the services. Any activity that in the judgment of the Board violates this policy in any way may result in membership discipline, not limited to removal from membership and/or revocation of certifications.

## **6. Account Registration**

To access portions of the Site, you may be asked to provide registration details or other Information. It is a condition of your use of the Site that all Information you provide is complete, current, and accurate. All Information you provide to register with the Site or otherwise is governed by our Privacy Notice, and you consent to all actions IACIS takes with respect to your Information consistent with our Privacy Notice.

## **7. Use and Protection of Login Credentials**

You are responsible for maintaining the confidentiality of your user name and password ("Login Credentials"), if applicable. You are responsible for all uses of your account and Login Credentials, whether or not authorized by you. You agree to notify IACIS immediately of any unauthorized access to or use of your account or Login Credentials or any other breach of security. IACIS reserves the right to disable your Login Credentials at any time in its sole discretion for any or no reason, including if, in IACIS's opinion, you have violated any provision of these Terms of Use. Using the account of another person in any capacity will be considered a breach of these Terms of Use.

## **8. Disclaimer of Warranties**

WHILE IACIS ATTEMPTS TO PRESENT ACCURATE INFORMATION ON THE SITE, THIS SITE IS PROVIDED ON AN "AS-IS" BASIS. IACIS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OR CONTENT OF THIS SITE OR ANY OTHER SITE TO WHICH IT IS LINKED. TO THE EXTENT PERMITTED BY LAW, IACIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

## **9. Limitation of Liability**

IACIS, ITS DIRECTORS, AND ITS EMPLOYEES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, ANY SITE FOR WHICH IT PROVIDES LINKS, OR TRANSACTIONS MADE THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, PUNITIVE AND CONSEQUENTIAL DAMAGES. YOUR SOLE REMEDY UNDER THESE TERMS IS TO STOP USING THE SITE. FROM TIME TO TIME, IACIS MAY RESTRICT YOUR ACCESS TO SOME PARTS OF THE SITE, OR THE ENTIRE SITE, FOR ANY REASON. IACIS WILL NOT BE LIABLE FOR ANY REASON IF ALL OR ANY PART OF THE SITE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.

IACIS' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ITS CONTENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED \$100.

#### **10. Third Party Content**

This Site may include content provided by third parties. All statements and opinions expressed by third parties are solely the opinions and the responsibility of the person or entity providing those materials. Those materials do not necessarily reflect the opinion of IACIS. IACIS is not responsible for the content or accuracy of any materials provided by any third parties.

#### **11. Links To Other Web Sites**

IACIS may provide links to external web sites for the convenience of Site users. The inclusion of an external link on this Site does not constitute or imply support or endorsement of any kind. IACIS does not control those web sites, is not responsible for their content or function, and is not responsible for any loss or damage that may arise from your use of them. If you decide to access the third party Sites linked to this Site, you do so entirely at your own risk and subject to the Terms of Use of use for such Sites.

#### **12. Indemnification**

You agree to defend, indemnify and hold harmless IACIS, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any liabilities, damages, judgments, awards, losses, costs, third party claims, expenses and fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your content, any use of the Site Content, and services and products other than as expressly authorized in these Terms of Use.

#### **13. Limitation On Time To File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE EVENT GIVING RISE TO THE ACTION OR CLAIM OCCURRED, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN ABOUT IT; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **14. Injunctive Relief**

You agree that a breach of these Terms of Use will cause irreparable injury to IACIS for which monetary damages would not be an adequate remedy and IACIS shall be entitled to seek equitable relief, in addition to any remedies it may have hereunder or at law, without having to post a bond or other security or prove damages.

#### **15. Waiver And Severability**

No waiver by IACIS of a term or condition set forth in these Terms of Use shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of IACIS to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **16. Entire Agreement**

The Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and IACIS with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

#### **17. Term and Termination of License**

These Terms of Use will remain in full force and effect while you use the Site. Even after you are no longer a user of the Site, certain provisions of these Terms that by their nature are intended to survive will remain in effect, including sections 1, 2, 4, 7-9, and 12-19.

You agree that IACIS, in its sole discretion, may suspend or terminate any account or your access to the Site (or any part thereof) for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

#### **18. Applicable Law, Binding Arbitration, and Class Action Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.


Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, then in effect. This arbitration provision is governed by the Federal Arbitration Act. The arbitration proceedings shall be held in Leesburg, Virginia and conducted by an arbitrator that possesses such experience in, and knowledge of, the subject area of the controversy or claim so as to qualify as an "expert" with respect to such subject matter.

If either party employs attorneys to enforce any rights in connection with any such dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

The laws of the State of Virginia will govern these Terms of Use and any disputes under them, without giving effect to any principles of conflicts of laws.

#### **19. Communications and Contact Information**

IACIS may contact you regarding these Terms of Use or the Privacy Notice using any Information you provide, or by any other means if you do not provide contact Information. If you no longer wish to receive  communications from IACIS, you can click on the "unsubscribe link" provided in such communications or contact us at [secretary@iacis.com](mailto:secretary@iacis.com).

For all other feedback, comments, requests for technical support, and other communications relating to the Site, these Terms of Use, and the Privacy Notice, please contact us at [secretary@iacis.com](mailto:secretary@iacis.com) or by mail at:

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ATTN: LEGAL DEPARTMENT  
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EFFECTIVE DATE: January 27, 2021