

## **Terms and Conditions**

### **Course Material and License Agreement**

Students understand and agree to, by signing up for the course, that all materials presented are the property of Spyder Forensics and / or the partner content creators, and cannot be reproduced, emulated or copied for any purposes other than for their professional obligations as law enforcement or contract personnel supporting law enforcement or their professional duties. The materials are non-transferrable and cannot be used or licensed without explicit permission granted by Spyder Forensics or the course creator.

### **Payment Terms**

If paying by Credit Card, payment in full is expected 30 days prior to the start of class, a service fee of 3% may also be assessed. If paying by Purchase Order, the purchase order should be received 30 days prior to the start of class. Spyder Forensics will follow up with an invoice. **YOUR SEAT IS NOT GUARANTEED UNTIL PAYMENT IS MADE IN FULL.**

### **Cancellation Policy**

If you are unable to attend the class, you can cancel without penalty 30 days prior to the start of the class and receive a credit note for attendance in the same course type within a 12-month period. If you cancel within 30 days of the class, you will receive a 50% refund credit note towards any Spyder Forensics class within a 12-month period.

### **Joining Instructions**

Important Information! Receipt of joining instructions confirms that a course will take place, these will be sent to delegates up to 2 weeks prior to the start date of the course. An acknowledgement letter or invoice must not be seen as confirmation that a course will definitely run. Please contact the Training department before making any travel arrangements if you are in any doubt about the course taking place.

### **Course Confirmation**

Spyder Forensics reserves the right to cancel a class up to thirty days in advance. An acknowledgement letter or invoice must not be seen as confirmation that a course will definitely run. Please contact the Training department before making any travel arrangements if you are in any doubt about the course taking place. In the event that a course is cancelled, students will have the choice of receiving a refund check sent via mail or choosing to take another class in the future. If the class the student wished to take is a different price, the necessary payment to Spyder Forensics will be made by the student or a refund will be provided by Spyder Forensics.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

## **Liability**

Nothing in this Agreement excludes or limits either Party's liability for:

- (a) death or personal injury caused by either Party's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legally excluded or limited.

## **Legal Disclaimer**

Spyder Forensics LLC neither makes nor gives any warranty of any kind with respect to any subject matter or information included in, or for the completeness or accuracy, of this web site.

Spyder Forensics LLC is not responsible for any actions (or lack thereof) taken as a result of relying on or in any way using information contained in this web site and in no event shall it be liable for any damages resulting from reliance on or use for any purpose of this information. Without limiting the above Spyder Forensics shall have no responsibility for any act or omission of any other contributor. Readers should take specific advice from an appropriately qualified professional when dealing with specific situations. Nothing in this web site is intended to be an offer which is capable of acceptance or and inducement of any kind.

Descriptions of, or references or access to other publications within the web site do not imply endorsement of those publications.

This web site could contain technical inaccuracies, and changes to the information contained may be made at any time without notice.

## **PRIVACY NOTICE**

We at Spyder Forensics, LLC. ("Spyder Forensics", "we", "us", "our") have long recognized that individuals with whom we conduct business value their privacy and we respect your right to privacy. As you know, to conduct global business in this increasingly electronic economy, the collection of personal information is often necessary and desirable. This Privacy Notice (the "Notice") describes the ways your personal data is collected and used through our websites:

[www.spyderforensics.com](http://www.spyderforensics.com) [www.spyderforensics-academy.com](http://www.spyderforensics-academy.com) (together, the "Website"). It also describes the rights and options available to you with respect to your information.

## **DATA CONTROLLER**

**Spyder Forensics is the data controller of the personal data we collect via the Website.** Spyder Forensics, LLC ("we", "us", "our") is the data controller for the purposes of the personal data we collect via the Website and for the performance of the services offered through the Website. We are based at 113 Hilltop Drive, Fairmont, WV 26554, USA.

## **DATA PROTECTION OFFICER AND EUROPEAN REPRESENTATIVE**

**To communicate with our Data Protection Officer, please**

**email** [GDPR@SpyderForensics.com](mailto:GDPR@SpyderForensics.com). If you have any questions or requests concerning your personal data or about our privacy practices and policies, you may contact our Data Protection Officer, at: [GDPR@SpyderForensics.com](mailto:GDPR@SpyderForensics.com)

## **PERSONAL DATA WE COLLECT**

**We collect the information you provide us voluntarily and knowingly. You are not legally required to provide us with your information.**

We collect the following information you provide us during the registration process: full name, email address, the company you represent, your job role and your address (or the address of the company you represent). When you register to any of our training classes, we also collect information about your progress and achievements in training classes and payment information. We refer to this as “**Registration Information**”.

Once you submit an inquiry through the various forms on our Website, we will ask you to provide us the following information: full name, email address, business phone number, country, your job role, the company you represent and any other information you choose to share with us (“**Inquiry Information**”).

You do not have a legal duty to provide the information, and providing it, is subject to your willing consent. However, there are areas of the Website and parts of the Products that require the use of Information to complete their customization functions, and such may not be available to those choosing not to reveal the information requested.

**We also collect analytical information about your use of the Website.**

When you visit our website, we will record and collect certain information in relation to your visit and use of the Website, including: IP address from which you accessed the Website, time and date of access, type of browser used, language use, links clicked, and actions taken while browsing the Website, preferences while using the Website, and feedback regarding our solutions or services (“**Analytical Information**”).

The overall personal data outlined above will be referred to as the “**Information**”.

## **HOW WE USE PERSONAL DATA**

**We use Registration Information to fulfil the service you have requested.**

We use the Registration Information we collect from you to provide and administer products and services requested (the “Products”), such as: training requests, professional services, and service requests.

*The legal basis under EU law for collecting and processing your Registration Information is its necessity for the fulfilment of a contract between you (or, the customer you represent) and Spyder Forensics, or to take steps ahead of the fulfilment of a contract.*

**We use Inquiry Information to identify and contact you.**

We will use your Inquiry Information to contact you about your inquiry.

The legal basis under EU law for collecting and processing your Inquiry Information is its necessity for the **provision of feedback**, comment or service in response to your inquiry and the performance of the service you requested within your inquiry (i.e. training, support, etc.).

Spyder Forensics, LLC May not use the CMA’s Information for profiled marketing purposes.

.

*The legal basis under EU law for collecting and processing your contact information for profiled marketing purposes is your explicit consent.*

**We use Analytical Information to improve and enhance the Website and our services.**

We use Analytical Information to improve the Website and to enrich the content on the Website and the services we offer to customers. We also use Analytical Information to adapt the Website, its content, and its services to users' preferences. *The legal basis under EU law for processing and collecting Analytical Data is our legitimate interests in operating our website, ongoing management of our business and business development.*

## **WHEN AND HOW WE SHARE PERSONAL DATA WITH OTHERS**

*We will not share your information with third parties, except in the events listed below or when you provide us with your explicit and informed consent*

### **We share your Information with our subsidiaries.**

We will share your Information with members of our family group of companies, who help us process the data for the purpose set out above.

### **We share your Information with our service provider helping us operate our business, the Website, and the Products.**

We will share your personal information with our service providers who assist us with the internal operations of our Website and the Products. These companies are authorized to use your personal information only as necessary to provide these services to us and not for their own promotional purposes. We do not sell your personal information to third parties.

### **We will share your Information with competent authorities if you violated the terms of your engagement with Spyder Forensics.**

If you have breached the terms of use of the Website, this Notice, or any other agreement you have with Spyder Forensics, abused your rights to use the Website, or violated any applicable law. Your Information will be shared with competent authorities and with third parties (such as legal counsels and advisors), for the purpose of handling the violation or breach.

### **We will share your Information if we are legally required.**

If we are required to disclose your information by a judicial, governmental or regulatory authority.

### **We will share your Information with third-party in any event of a change in Spyder Forensics structure.**

If the operation of the Products is organized within a different framework or through another legal structure or entity (such as due to a merger or acquisition, we will share your information to enable the structural change.

## **SECURITY AND DATA RETENTION**

All personal Data should be returned and / or securely destroyed upon termination of the contract. Data is only permitted to be retained as necessary to comply with legal obligations, resolve disputes, and enforce our agreements.

### **We implement measures to secure your Information.**

We implement measures to reduce the risks of damage, loss of information, and unauthorized access or use of information. However, these measures do not provide absolute information security. Therefore, although efforts are made to secure your personal information, it is not guaranteed, and you cannot expect that the Service will be immune from information security risks.

## **INTERNATIONAL DATA TRANSFERS**

**We will perform an international transfer of your Information only in accordance with applicable data protection laws.**

Spyder Forensics is based in the USA. Information we collect from you will be processed in the USA, which is recognized by the European Commission as having adequate protection for personal data.

If we will transfer your Information from within Europe to a jurisdiction outside of Europe, it will be done to a country or company which has been deemed to have an adequate level of data protection by the EU Commission, or under the terms of a data transfer agreement which contain standard data protection contract clauses with adequate safeguards determined by the EU Commission.

### **YOUR EU RIGHTS**

**You have the right to access, update or delete your Information and obtain a copy of your Information.**

If you are in the EU, you may ask to access the personal information about you that is stored in our systems, or have us update, correct, or delete such information. You are also entitled to obtain from us your information (excluding data we obtained from other sources) in a structured, commonly used, and machine-readable format, and have the right to transmit those data to another data controller. If you wish to exercise any of these rights, contact us at [GDPR@SpyderForensics.com](mailto:GDPR@SpyderForensics.com)

**You have a right to submit a complaint to the relevant supervisory data protection authority.**

Subject to applicable law, you have the right to lodge a complaint with your local data protection authority. If you are in the EU, then according to Article 77 of the GDPR, you can lodge a complaint to the supervisory authority, in particular in the Member State of your residence, place of work or of an alleged infringement of the GDPR.

For a list of supervisory authorities in the EU, click [here](#).

### **MINORS**

**You must be 18 years of age or older in order to use the Service.**

The Service is not intended for minors under the age of 18. IF YOU ARE UNDER THE AGE OF 18 YOU MAY NOT USE THE SERVICE IN ANY WAY.

### **CHANGES TO THIS PRIVACY NOTICE**

**If we change this Notice, we will provide you notice of such change through the Website interface or by sending you an email notice.**

From time to time, we may change this Notice. If you are a registered user, we will provide you notice of such changes through the Website interface or by sending you an email notification. In case of a legal requirement, we may also introduce immediate changes to the Notice and require that you accept them. In any event, if you do not consent to the amended Notice, we may terminate your user account.

The latest version of the Notice will always be accessible on the Website.

Last Update: September 20, 2022.

### **LAW AND JURISDICTION**

This Agreement, these terms and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales. All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

**DURATION**

The services provided will commence on 4<sup>th</sup> December 2023 and will terminate on 8<sup>th</sup> December 2023.

**THIS AGREEMENT** has been entered into the date of the last signature below and will terminate upon satisfactory delivery of services:

Signed for and on behalf of <b>Spyder Forensics, Ltd</b> , Unit 34, Folkestone Enterprise Centre, Shearway Business Park Shearway, Folkestone, Kent CT19 4RH	Signed for and on behalf of the <b>Competition and Markets Authority</b> , The Cabot, 25 Cabot Square, London E14 4QZ United Kingdom
Name: [REDACTED] [REDACTED]	Name: [REDACTED]
Date: October 2nd, 2023	Date:25/09/2023
Signature: [REDACTED]	Signatur [REDACTED]