

Terms of Use for the International CFO Alliance (ICFOA)

Last Updated: January 2024

The International CFO Alliance (ICFOA) is an organization dedicated to the professional development and networking of CFOs and finance professionals worldwide. The ICFOA website, www.cfo-alliance.org, and any affiliated websites provide resources and information under the following terms and conditions (the “Terms”). By accessing and using the ICFOA website, you acknowledge and agree to these Terms. The ICFOA reserves the right to modify these Terms without prior notice, except as updated on the website.

1. Intellectual Property Rights

1.1. All information and publications on the ICFOA website are the property of ICFOA or its licensors, protected by copyright, trademark, and other intellectual property laws globally.

1.2. Unless explicitly authorized by ICFOA, users may not modify, copy, reproduce, publish, distribute, display, or use any content from the ICFOA website for public or commercial purposes; create derivative works; link or frame any content; or use ICFOA’s trademarks, logos, or brand features.

1.3. Third-party trademarks on the ICFOA website are the property of their respective owners.

1.4. Users must not alter any trademarks, copyrights, or proprietary notices on the ICFOA website.

1.5. Violating these Terms may result in restricted access to the ICFOA website at the discretion of the ICFOA.

2. General Conditions

2.1. Legal and Authorized Use: You agree to use the ICFOA website only for lawful purposes. This includes compliance with all local, state, federal, and international laws and regulations, particularly those pertaining to copyright. Illegal or unauthorized use of the website is strictly prohibited.

2.2. Account Responsibility: You are solely responsible for all activities that occur under your account. You must not sell, transfer, license, or assign your account, followers, or username. Except for entities authorized to create accounts on behalf of their employers or clients, creating an account for anyone other than yourself is not permitted. You affirm that all information provided to ICFOA at registration and subsequently is true, accurate, current, and complete, and you agree to update your information as necessary to maintain its accuracy.

2.3. Restricted Access: Access to password-protected or secure areas of the ICFOA website is restricted to authorized users only. Unauthorized individuals attempting to access these areas may be subject to prosecution.

2.4. Prohibited Uses: You agree not to use the ICFOA website in any manner that could damage, disable, overburden, or impair it, or interfere with any other party's use and enjoyment of the site. Any attempt to gain unauthorized access to the website, its accounts, computer systems, or networks connected to the website, through hacking, password mining, or any other means, is prohibited.

2.5. Personal and Non-Commercial Use: The ICFOA website is designed for personal and non-commercial use only. Any commercial use of the website without express permission from ICFOA is forbidden.

2.6. Links to Third-Party Websites: The ICFOA website may include links to external websites not controlled by ICFOA. These links are provided for convenience and do not imply endorsement. ICFOA is not responsible for the content or accuracy of external sites and does not guarantee the quality of any products or services they may offer.

2.7. Third-Party Content: The website may include content created by third parties. ICFOA is not obligated to monitor this content but reserves the right to review and, if necessary, remove content at its discretion.

2.8. User Submissions: By submitting materials to the ICFOA website, you grant ICFOA a non-exclusive, worldwide, perpetual license to use, edit, translate, distribute, and

display these materials in connection with ICFOA's operations. This license includes the right to incorporate submissions into ICFOA documents and publications across various media.

2.9. Comment Policy: Comments made in response to ICFOA requests for feedback are also subject to a non-exclusive, worldwide, perpetual license allowing ICFOA to use these comments in its operations, including editing, translating, and publishing.

2.10. Submission Guidelines: When making submissions to the ICFOA website, you agree not to post any material that infringes on the rights of others or is unlawful, offensive, defamatory, or otherwise inappropriate. ICFOA reserves the right to determine what constitutes inappropriate content and to remove such content at its discretion.

3. Transmission of Personal Data

You acknowledge and agree that by using the ICFOA website and providing any personal information through it, you consent to the ICFOA Privacy Policy. It is crucial that you understand how your personal data will be handled and protected in accordance with this policy.

4. Security

4.1. Data Transmission: While we strive to protect your data with encryption during transmission, the security of information sent over the Internet cannot be fully guaranteed. ICFOA is not liable for any interception or loss of data during transmission.

4.2. Account Security: You are responsible for maintaining the confidentiality of your account credentials. Immediately inform ICFOA of any unauthorized use of your account or security breaches to ensure prompt action.

4.3. Liability for Account Use: You will be solely responsible for all activities under your account. ICFOA is not responsible for losses arising from unauthorized use of your account, and you may be held liable for losses incurred by ICFOA or others due to such unauthorized use.

4.4. Additional Security Information: Please refer to the Security Statement in the ICFOA Privacy Policy for more detailed information regarding our security practices and measures.

5. Purchase and Delivery of Publications and Other Products or Services

5.1. Pricing and Payment: The price of products or services purchased through the ICFOA website will be as specified at the time of purchase. Payments can be made via accepted credit or debit cards. When using a card, the purchaser confirms they are the cardholder and the billing information provided is accurate. ICFOA reserves the right not to issue refunds for inaccuracies on the purchaser's part. Purchase authorization on a card indicates consent to charge for the purchase.

5.2. Delivery and Shipping: Products will be delivered to the shipping address provided in the order. Delivery details, including the process and timeline, will be provided at the time of purchase. A valid shipping address is required for delivery, and for card payments, the address must be the one associated with the card. In cases of undeliverable items, ICFOA should be notified within 14 days of return notification; otherwise, it will be assumed the product was received. Refunds for non-delivery will be subject to conditions and card issuer agreements.

6. Interruptions or Discontinuation of Access to Website

6.1. Modification and Discontinuation: ICFOA reserves the right to modify, suspend, discontinue, or remove any part of the website temporarily or permanently, with or without notice. ICFOA will not be liable for any interruption or discontinuation of access.

6.2. Termination of Access: Upon termination of access under these Terms, ICFOA may deactivate or delete your account and deny access to the website. ICFOA is not liable for any consequences resulting from termination of access.

7. Privacy Statement

The ICFOA is committed to protecting the privacy of its users. Our Privacy Policy outlines the types of information we collect from users and how we use, manage, and safeguard that information to respect your privacy.

8. Disclaimer

8.1. Website 'As Is': The ICFOA website is provided "as is," without any representations or warranties, express or implied. The ICFOA disclaims all implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2. Use at Own Risk: Your use of the ICFOA website is at your own risk. ICFOA is not liable for any loss or damage arising from your use of the website.

8.3. Accuracy of Information: While we endeavour to keep the information on our website accurate and up-to-date, we do not warrant the completeness or accuracy of this information.

8.4. No Responsibility for Errors: ICFOA is not responsible for any errors or omissions on the website, and we do not warrant that the website will be uninterrupted or error-free.

8.5. No Reliance on Information: Any information or advice obtained from ICFOA, whether oral or written, should not be regarded as a warranty unless explicitly stated in these Terms.

9. Limitation of Liability

9.1. Exclusion of Certain Damages: ICFOA is not liable for any indirect, punitive, incidental, special, or consequential damages arising out of your use of the website.

9.2. Use of Website: ICFOA is not responsible for losses incurred due to the use or performance of the website, including issues with service provision or delays.

9.3. Data Alteration or Loss: ICFOA is not liable for unauthorized access to, or alteration of, your data transmissions.

9.4. Translation Inaccuracies: ICFOA is not responsible for inaccuracies in translations of information, documents, and publications on the website.

9.5. General Limitation: The limitations of liability apply even if ICFOA is aware of the possibility of such damages.

10. Choice of Law

These Terms are governed by the laws of France. You consent to the exclusive jurisdiction of the courts in Paris, France, for any disputes arising from or related to the use of the ICFOA website. Your use of the website does not create any joint venture, partnership, employment, or agency relationship with ICFOA. ICFOA's compliance with these Terms is subject to existing laws and legal processes. If any part of these Terms is found to be invalid or unenforceable, it will be replaced with a valid provision that reflects the original intent, and the remainder of the Terms will remain in effect. These Terms constitute the entire agreement between you and ICFOA regarding the use of the website.

11. Copyright

In compliance with applicable copyright laws, ICFOA respects the intellectual property rights of others. If you believe that any content on the ICFOA website infringes upon your copyrights, you can contact the ICFOA at the following address for copyright claims:

Registered Office:

- Address: DFCG, 13 Rue Paul Valéry, 75116 Paris, France
- Phone: +33 1 42 27 93 33

Please provide detailed information about the alleged infringement to facilitate the processing of your claim.