



# Association of Corporate Investigators

## Terms and Conditions of Membership

### 1.0 Introduction

- 1.1 These membership terms and conditions, together with our Data Privacy and Data Protection Policy, set out the terms under which the Executive Committee of the Association of Corporate Investigators (herein 'ACi') allow you to use the Members Area of the website [www.my-aci.com](http://www.my-aci.com) (herein 'ACi site') as a registered member of the ACi.
- 1.2 Please read the terms of this policy carefully, as by using our members area and selecting 'accept terms and conditions' at registration you agree to comply with and be bound by them. We reserve the right to make reasonable changes to the Membership Terms and Conditions without prior notice.
- 1.3 The legal status of the ACi is an unincorporated non-profit association which operates under a constitution. The governing body is the ACi Executive Committee (herein 'ExCo'), which determines the policies of the association and regulates its finances. The ACi ExCo reserve the right the change the legal status of the ACi.

### 2.0 Meaning of Terms

- 2.1 '**ACi**' shall mean the Association of Corporate Investigators, a non-profit association with its address at, Kemp House, 152-160 City Road, London, EC1V 2NX.
- 2.2 '**Applicant**' shall mean any person completing our online registration form in order to become a member of the ACi.
- 2.3 '**Member**' shall mean any successful applicant of our membership.
- 2.4 '**Registered Member**' shall mean a member registered in the ACi Members database.
- 2.5 '**Members Area**' shall mean the area of the ACi site registered Members can access via a username and password.
- 2.6 '**Members Directory**' shall mean the private directory of members who elect to enter their personal data into the members directory in the members area of the ACi site.
- 2.7 '**Membership Packages**' shall mean membership offerings at discounted membership fees to particular groups of individuals i.e., from the same company, same law firm, same non-governmental organisation etc. at the discretion of the ACi ExCo.

### **3.0 Application for Membership**

- 3.1 Any person wishing to become a member of the ACi shall apply in accordance with our online application form as may be amended from time to time ('**online Application**'). Applicants select which membership criteria applies to them, namely, internal or external, and how they wish to pay membership fees, monthly or annually.
- 3.2 Your application will be considered by us or our appointed representatives who shall determine admission or rejection of Membership. The ACi ExCo reserve the right to reject applications and retain complete discretion as to the requirement to accept any membership application. We are not obliged to disclose reasons to an unsuccessful applicant as to why their application for membership was not accepted. We reserve the right to decline an application if we believe that the applicant is not a good fit for the membership of the ACi corporate investigations community.
- 3.3 We reserve the right to request further information, or to interview the applicant by any means convenient, including face to face, telephone, online audio or video platforms. A refusal to provide reasonable information to support your application will result in your application being declined. We reserve the right to carry out open source (meaning publicly available information) checks on applicants.
- 3.4 The ACi have no qualification requirements for membership. The ACi ExCo seek to appeal to the corporate investigation's community in its widest possible sense, including people wishing to join the profession as a career or to improve their personal development. Corporate Investigator is not defined and can include applicants from the private and public sectors.
- 3.5 Membership is granted to individuals not organisations. Membership is for individual use and cannot be transferred to another individual or organisation.
- 3.6 Upon acceptance of any application and acceptance of the terms and conditions of membership, and upon payment of the monthly or annual fee ('Membership Fee') the applicant will be notified via e-mail of acceptance into the ACi membership.
- 3.7 We reserve the right to offer lifetime member status on an invitation only basis at the discretion of the ACi ExCo in exceptional circumstances where a member of the corporate investigation's community has contributed to professionalising the role of corporate investigators for the benefit of the community. Such lifetime members will be subject to the membership terms and conditions and subject to the usual criteria for acceptance of applicants.
- 3.8 Membership is open on a global basis.
- 3.9 Upon approval for Membership, you acknowledge you have read the Terms and Conditions of Membership and our Data Privacy and Data Protection Policy.

#### **4.0 Membership Term and Payment Terms**

- 4.1 The ACi membership term runs for 12 calendar months from the month of joining.
- 4.2 Membership fees can be paid monthly or annually (12 calendar months) for the internal or external categories defined in the application process. Any person seeking further clarification as to which membership category they belong can contact the ACi via the 'contact us' function of the ACi website or by e-mail to; [admin@my-aci.com](mailto:admin@my-aci.com)
- 4.3 Membership fees are paid via an ACi appointed 3<sup>rd</sup> party payments processing company. All payment service providers used by the ACi use industry standard online payment protection security.
- 4.4 The ACi do not issue membership fee refunds.
- 4.5 In cases of financial hardship i.e., due to redundancy etc. payment breaks can be agreed at the discretion of the ACi ExCo. Members seeking a payment break should contact us via e-mail; [admin@my-aci.com](mailto:admin@my-aci.com) . you will be contacted to discuss the situation and terms of the payment break.
- 4.6 Members agree to abide by the ACi Code of Conduct.

#### **5.0 Expiry and Termination of Membership**

- 5.1 Upon expiry or termination of any membership, the member shall be removed from the member database after six months. The six-month period is to allow for lapsed membership to be renewed. After such a six-month period, former members seeking to re-join the ACi must re-apply.
- 5.2 We shall have the power to suspend or expel any member without refund of membership fee, if such member:
- has committed an unlawful act
  - wilfully refuses or neglects to comply with a provision of the Terms and Conditions of membership of the ACi
  - is found to have knowingly falsified any information submitted to us
  - conduct, either professional or personal, which in the opinion of the ACi ExCo is unbecoming or is prejudicial to the interests of the ACi
  - is found to be in breach of the ACi Members Code of Conduct.
- 5.3 Members are able to cancel their membership at any time by notifying the ACi via e-mail to [admin@my-aci.com](mailto:admin@my-aci.com). We do not issue membership refunds for any portion of the fee remaining.
- 5.4 Annual membership is for the period of 12 months from the date of issue. Monthly memberships are on a rolling basis and can be cancelled at any time. Any monthly payment taken within a month of cancellation are not subject to refund. For monthly payments the membership fee paid at the date of issue shall remain the same for the entirety of a 12-calendar month period from the month of joining.
- 5.5 The membership fees shall be reviewed from time to time and we reserve the right to change these without prior notice.

## **6.0 Members Area and Members Directory**

- 6.1 As a Member, you will have access to the Members Area of the ACi website that will employ security measures to protect against unauthorised access. While every effort will be made to ensure ongoing protection, we shall not be liable for any breach of security outside of our control.
- 6.2 Members who elect to enter personal and professional data in the Members Directory located in the Members Area of the ACi website, understand that the ACi reserve the right to request amendments to the Members profile entry should we deem it untrue, unprofessional or inappropriate for the purposes of our site. We reserve the right to terminate the membership of any member refusing to carry out such requested amendments and to remove the members profile from the Members Directory.
- 6.3 We may wish to publish information from time to time featuring a new member, publishing an article on or by a member. We will not publish any information without the prior consent of the member.
- 6.4 Members shall be given their unique log-in details to gain access to the Members Area of the ACi Site. Members agree not to share or disclose their password, with any other person, including another Member. Breach of this condition will be considered grounds for termination of Membership.
- 6.5 Members agree that while networking and collaboration is part of the core purpose for which the ACi has been established, members will not abuse or otherwise seek to take advantage of the access to the Members Directory, for the purpose of sales or marketing or other promotional activities for their own ends.
- 6.6 The Members Area will feature a '**Jobs Board**'. Whilst we seek to ensure that all job profiles submitted are accurate and genuine, we cannot be held liable for any inaccuracy or for the legitimacy of any submission. We shall not be involved in the application process or interaction between the job applicant or the recruitment agency or entity posting the job profile, nor shall we take any responsibility for the conduct of either party. We shall be entitled to remuneration or a commission payment from the recruitment agency or entity in the event that a Member applying for the role as a result of the posting on the Jobs Board successfully obtained the position. The terms of any remuneration or commission payment will be subject of agreements with parties seeking to post job profiles on the Jobs Board.
- 6.7 Each Member agrees and acknowledges that they are responsible for their own interactions with other Members. In the event that a dispute arises regarding the conduct of another Member, each Member accepts that they should attempt to resolve the dispute between themselves, and if necessary, with the assistance of the ACi.

## **7.0 Copyright and Liability**

- 7.1 No part of the ACi Site may be copied without the prior written approval of the ACi. The ACi asserts copyright over its logo name and Website domain and design.
- 7.2 The information on the ACi website is provided on an 'as is' basis and the ACi provides links to the sites of other organisations or institutions for information only. The links in no way imply any endorsement of these sites or views portrayed on these sites.
- 7.3 All intellectual property rights and goodwill relating to the contents of the ACi website or in on-line and off-line publications belongs to the ACi or to our suppliers.

## **8.0 Registering and Paying for Training Courses**

- 8.1 The ACi offer a range of training courses delivered both in person and virtually. Registration is via the ACi Website. The ACi use 3<sup>rd</sup> Party payment processing companies to collect delegates' course fees.
- 8.2 The ACi use 3<sup>rd</sup> party training suppliers for some courses. These suppliers are subject to an ACi Training Supplier Agreement on a product-by-product basis. The ACi, as part of the terms and conditions of these training supplier agreements, do not permit 'parallel marketing' of the 3<sup>rd</sup> party's other training products and all training materials and delivery must be under the ACi brand. The ACi reserves the right to amend these agreements at any time. Members agree to the ACi using 3<sup>rd</sup> party training suppliers to deliver courses of benefit to Members and to the corporate investigation community.
- 8.3 Members registering and paying for ACi training courses will be subject to the ACi terms and conditions for ACi Training Courses.

## **9.0 Force Majeure**

- 9.1 We reserve the right to cancel, suspend or vary the operation of our Membership obligations if events occur which are in the nature of force majeure, including (but without prejudice to the generality of the foregoing) pandemics, fire, flood, storms, plant breakdown, strikes, lock outs, riot, hostilities, terrorism, armed conflict, malicious damage, non-availability of material or suppliers or any other event outside our reasonable control; and we shall not be held liable for any breach of contract or in tort resulting from such an event.

## **10 Severance**

- 10.1 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.
- 10.2 If any provision or part-provision of these Terms and Conditions is invalid, illegal or unenforceable, we and you shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.3 The interpretation, construction, effect and enforceability of these terms and conditions shall be governed by the law of England and Wales, and we and you agree to submit to the exclusive jurisdiction of the English courts for the determination of any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these terms and conditions or the subject matter or formation.

## **11.0 Complaints**

- 11.1 Any person or Member with a complaint about Membership or any aspect of the ACi should submit their complaint in writing via e-mail to: [admin@my-aci.com](mailto:admin@my-aci.com). The ACi takes all complaints extremely seriously. We undertake to acknowledge receipt of your complaint in writing within 36 hours of receipt and seek to resolve all complaints within 30 days. In the

event the complaint takes longer than 30 days to resolve, the reasons for the delay will be set out in writing and thereafter to be resolved as soon as is reasonably practicable. Complaint handling procedures are described in detail in the ACi Code of Conduct and Complaint Procedure policy.