



# Terms and Conditions

Last updated: 11 April 2019

## 1. Interpretation

### 1.1. Definitions

The following definitions apply for the terms used in these Terms and Conditions:

**Agreement:** The agreement between IBFD and the Client for the supply of the products and/or services.

**Client:** Any party, including its successors or permitted assigns, that enters into an agreement with IBFD, purchases a product and/or service from IBFD, or requests an offer from IBFD.

**Consumer:** A private person buying products and/or services from IBFD for personal and non-business use.

**Force Majeure:** An event or sequence of events beyond IBFD's reasonable control preventing or delaying it from performing all or part of its obligations under the Agreement, including, but not limited to, interruption or failure of supplies of power, fuel, water, transport, equipment, network or telecommunications service; (threat of) war, riot or civil unrest; strike, lockout or boycott, or other industrial action or dispute involving IBFD's or its suppliers' workforce; government measures; fire, flood, lightning, earthquake or other natural disaster; but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay.

**IBFD:** The *International Bureau of Fiscal Documentation* (officially: *Stichting Internationaal Belasting Documentatie Bureau*; *Stichting* = Foundation), a Dutch legal entity with offices in the Netherlands (headquarters), the United States of America, China and Malaysia. *IBFD International Bureau of Fiscal Documentation* is a registered trademark of *Stichting Internationaal Belasting Documentatie Bureau*. For the purpose of these Terms and Conditions, the term "IBFD" shall mean and include any licensors, heirs, executors, administrators, successors and permitted assigns.

**Intellectual Property Rights:** Patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Offer:** A voluntary or requested conditional promise submitted by IBFD to a Client for acceptance, which becomes legally enforceable if accepted by the Client.

**Order:** The Client's order for the products and/or services to which these Terms and Conditions apply and which is agreed upon by both parties.

**Subscription:** An arrangement between IBFD and the Client whereby the Client pays in advance to have IBFD supply the Client with products and/or services on a regular basis, pursuant to these Terms and Conditions and any other terms specified in the agreement.

## **1.2. Applicability**

**1.2.1.** All agreements, orders, offers or other purchases and/or sales of IBFD's products and/or services are governed by these Terms and Conditions.

**1.2.2.** IBFD shall not accept provisions in derogation of these Terms and Conditions, unless confirmed by IBFD in writing.

**1.2.3.** IBFD reserves the right to update or modify these Terms and Conditions at any time. The most current version of the Terms and Conditions can be found on the IBFD website at <https://www.ibfd.org/Terms-Conditions>. The use of IBFD's websites and the use of IBFD's products and services following any such change constitute the Client's agreement to follow and be bound by the Terms and Conditions as changed. Clients are encouraged to review these Terms and Conditions whenever visiting IBFD's websites.

**1.2.4.** In the event that any part of these Terms and Conditions is determined by a competent authority to be invalid, such parts shall be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **2. Products and Services**

IBFD offers different types of products and services, such as online collections, (online) journals, (online, electronic) books, (online) courses, webinars, tax research services, library services and email services (see <https://www.ibfd.org/IBFD-Products/Types-Products>).

All products and services offered by IBFD are subject to these Terms and Conditions. Specific terms applicable to certain products and services are outlined below. For more information on how to order these products and services, see <https://www.ibfd.org/Contact/Products-ordering>.

### **2.1. Subscriptions**

This Section applies to subscriptions to online collections (including the Journal Articles collection and Online Books) and print books and journals.

**2.1.1.** The subscription will enter into force at the moment that the Client submits an order or enters into an agreement with IBFD.

**2.1.2.** The regular subscription fee for online collections is for up to 5 (five) users at a single location, unless otherwise indicated. Additional users/locations may be added at a surcharge.

- 2.1.3.** The standard subscription agreement period for online collections between IBFD and the Client is 1 (one) year. A subscription to a print book obliges the Client to purchase at least one future edition.
- 2.1.4.** The subscription for online collections and print journals will automatically be renewed for successive periods of 1 (one) year, unless the Client notifies IBFD in writing by postal mail or email, no later than 1 (one) month before the start of the new subscription year, of his/her decision to terminate, downgrade or in any other way adjust the subscription. If the Client has explicitly agreed to a new subscription to an online collection or print journal before the automatic renewal, or if automatic renewal has already taken place, it is not permitted to terminate the new subscription agreement for the period of one (1) year. However, the preceding does not apply in the case that the Client qualifies as a consumer (see Section 1.1. Definitions), in which case the right to terminate the subscription exists at any time, provided that a notice period of 1 (one) month is duly taken into account.
- 2.1.5.** A subscription for print books will automatically be renewed with each publication of a new edition, unless the Client notifies IBFD in writing by postal mail or email of his/her decision to terminate, downgrade or in any other way adjust the subscription. If the Client has explicitly agreed to a new subscription to a print book before the automatic renewal, or if automatic renewal has already taken place, the new subscription agreement cannot be terminated until after the outstanding payment for the final edition has been settled.
- 2.1.6.** Notwithstanding IBFD's rights under Sections 4.3.6.-4.3.7. and 7., both IBFD and the Client have the right to terminate the subscription, upon written notice by postal mail or email, if the other party breaches any provision of these Terms and Conditions and fails to remedy such a breach within 15 (fifteen) days of receipt of written notice from the non-breaching party.
- 2.1.7.** Renewal fees for all subscriptions, except to individual online books, are subject to an annual price increase, which is determined on a yearly basis.

## **2.2. *Classroom and online courses***

IBFD's International Tax Training division provides classroom and online courses on international taxation and specialized topics that are of interest to the international tax community (see <https://www.ibfd.org/Training>).

- 2.2.1.** IBFD reserves the right to cancel a classroom course due to unforeseen circumstances or if there is an insufficient number of registrations, in which case IBFD's liability will be restricted to a refund of any course fees paid. In case of an insufficient number of registrations, IBFD will send cancellation notices at least 14 (fourteen) days prior to the course.
- 2.2.2.** IBFD reserves the right to alter published programmes and speakers without prior notice.
- 2.2.3.** A Client may be prevented from attending a classroom course due to unforeseen circumstances. If the Client notifies IBFD in writing of the cancellation:
- at least 14 (fourteen) days prior to the course, an administration fee of EUR 250 (two hundred and fifty euros) or USD 250 (two hundred and fifty US dollars) (exclusive of VAT) will be charged;

- within 7 to 14 (seven to fourteen) days prior to the course, a cancellation fee of 50% (fifty per cent) of the course fee will be charged;
  - less than 7 (seven) days prior to the course, the full course fee will be charged.
- 2.2.4.** The invoiced party may replace an original participant with another person without charge, provided that IBFD is informed a minimum of 2 (two) working days prior to the course.
- 2.2.5.** In the case of both classroom and online courses, once delivery has been accomplished (*see* Section 5.1.1.), no refunds will be made by IBFD.
- 2.2.6.** Access to online courses is granted on an individual-user basis. Each user registered for an online course will be issued with a username and password for use exclusively by that individual user. Access to online courses is monitored and if any misuse is suspected, access will be terminated immediately.
- 2.2.7.** In the event of non-accessibility to an online course as a result of a system breakdown or malfunctioning of IBFD's online hardware and/or software infrastructure for a period exceeding 24 (twenty-four) hours, upon request, IBFD will extend the user's access for a reasonable period of time.

### **2.3. Certificate Programmes**

IBFD's International Tax Training division offers certificate programmes in international taxation for tax professionals working on issues of cross-border taxation (*see* <https://www.ibfd.org/Training/IBFD-Certificates>). Such programmes are made up of multiple online training components (IBFD online courses and webinars).

- 2.3.1.** A Certificate provides a personal qualification; therefore, a registered participant cannot be replaced by another person.
- 2.3.2.** Access to each of the online components of the programme is granted on an individual-user basis. Each registered user will be issued with a username and password for use exclusively by that individual user. Access to the online components is monitored and if any misuse is suspected, access will be terminated immediately.
- 2.3.3.** IBFD reserves the right to alter published programmes and presenters without prior notice.
- 2.3.4.** A Client may be prevented from following the Certificate programme due to unforeseen circumstances. If the Client notifies IBFD in writing of the cancellation:
- at least 7 (seven) days prior to the start date, an administration fee of EUR 250 (two hundred and fifty euros) or USD 250 (two hundred and fifty US dollars) (exclusive of VAT) will be charged;
  - less than 7 (seven) days prior to the start date, the full fee will be charged.
- 2.3.5.** Payment must be made by credit card in full before the start of the programme. Payment in instalments is not possible.
- 2.3.6.** Once delivery has been accomplished (*see* Section 5.1.1.), no refunds will be made by IBFD.

- 2.3.7.** The programme is to be completed within 6 (six) months. Access to the online courses and webinars will be granted for a period of 12 (twelve) months, in conformity with the access period for individually purchased online courses and webinars.

## **2.4. Webinars**

IBFD's International Tax Training division offers live and on-demand webinars on international taxation and specialized topics that are of interest to the international tax community (see <https://www.ibfd.org/Training/IBFD-Webinars>).

- 2.4.1.** IBFD reserves the right to cancel a live webinar due to unforeseen circumstances, in which case IBFD's liability will be restricted to a refund of any fees paid. Alternatively, upon mutual agreement, the registration can be transferred to another live or on-demand webinar of choice.
- 2.4.2.** IBFD reserves the right to alter published programmes and presenters without prior notice.
- 2.4.3.** After purchase, a live webinar cannot be transferred to another participant and is not refundable. If a Client is prevented from attending a live webinar, he/she will have access to the on-demand webinar for a period of 12 (twelve) months.
- 2.4.4.** Access to IBFD webinars is granted on an individual-user basis. Each user registered for a webinar will be issued with personal access details for use exclusively by that individual user. Access to IBFD webinars is monitored and if any misuse is suspected, access will be terminated immediately.

## **2.5. eBooks and Pay-per-view documents**

IBFD sells certain products on a single-purchase basis, such as eBooks via the IBFD Shop and Journal Articles and Treaty documents via IBFD's Pay-per-view service. For more information, see <https://www.ibfd.org/Contact/eBooks-Pay-view>.

- 2.5.1.** IBFD provides these products as follows:
- eBooks are sent via a link by email and must be downloaded within 28 (twenty-eight) days of the date of purchase, during which time the eBook may be downloaded a maximum of 5 (five) times;
  - Pay-per-view Journal Articles are sent via a link by email and must be downloaded within 48 (forty-eight) hours of the date of purchase;
  - Pay-per-view Treaty documents are sent as a PDF document by email.
- 2.5.2.** A Client purchasing an IBFD eBook or a Pay-per-view document is granted a non-exclusive and non-transferable licence to access and use the eBook or Pay-per-view document for his/her personal reference and informational purposes, subject to the following conditions:
- The Client shall not make alterations to (any part of) the eBook or the Pay-per-view document, nor permit (any part of) the eBook or Pay-per-view document to be combined with, or become incorporated in, any other document;

- The Client shall not move, copy, reproduce, network or otherwise transfer (any part of) the eBook or Pay-per-view document to any computer or other device belonging to any other person;
- The Client shall not share, lease, loan, rent, sell, license, sublicense, transfer, network, reproduce, display, distribute, translate or otherwise make (any part of) the eBook or Pay-per-view document available to any other person.

**2.5.3.** Access to IBFD’s eBooks and Pay-per-view documents is granted on an individual-user basis. IBFD’s eBooks and Pay-per-view documents are protected by “Social DRM” (Digital Rights Management). Each eBook and Pay-per-view document file is unique and contains both visible and invisible watermarks which link it to the Client who purchased and downloaded it. Downloads of IBFD’s eBooks and Pay-per-view documents are monitored, and if any misuse is suspected, the Client’s right to use the eBook or Pay-per-view document will be terminated immediately. In the event of termination, the Client must destroy the original and all copies of the eBook or the Pay-per-view document.

## **2.6. Events**

IBFD regularly organizes events, such as seminars, conferences, symposiums and meetings, on international taxation and specialized topics that are of interest to the international tax community.

- 2.6.1.** IBFD reserves the right to cancel an event due to unforeseen circumstances or if there is an insufficient number of registrations. In case a registration fee was paid, IBFD’s liability will be restricted to a refund of the paid fee. In case of an insufficient number of registrations, IBFD will send cancellation notices at least 14 (fourteen) days prior to the event.
- 2.6.2.** IBFD reserves the right to alter published programmes and speakers without prior notice.
- 2.6.3.** A Client may be prevented from attending an event for which he/she paid a registration fee due to unforeseen circumstances. If the Client notifies IBFD in writing of the cancellation:
- Up to 7 (seven) days prior to the event, a cancellation fee of 50% (fifty per cent) of the registration fee will be charged;
  - less than 7 (seven) days prior to the event, the full registration fee will be charged.
- 2.6.4.** In case a registration fee was paid, the invoiced party may replace an original participant with another person without charge, provided that IBFD is informed a minimum of 2 (two) working days prior to the event.
- 2.6.5.** Once delivery has been accomplished (*see* Section 5.1.1.), no refunds will be made by IBFD.

## **3. Order Acceptance**

- 3.1.** IBFD’s acceptance of the Client’s order may be expressed in the form of written acceptance; preparation for, or commencement of, performance of all or any portion of the product(s) or service(s) subject to the order; shipment of the product(s) or delivery of the service(s) subject to the order; or any other conduct that indicates IBFD’s acceptance.

- 3.2. IBFD reserves the right to refuse an order without reason or cause. IBFD will inform the Client within a reasonable period of time if an order is not accepted by IBFD.

## 4. Prices and Payment

### 4.1. *Prices and costs*

- 4.1.1. All prices for IBFD's products and services are offered without engagement and are valid for the period of time indicated. Agreement on the price is reached upon acceptance of the Client's order by IBFD.
- 4.1.2. IBFD reserves the right to change the prices of its products and services at any time. Subscription prices are generally subject to an annual increase.
- 4.1.3. All prices are exclusive of VAT and any shipping fee or handling costs. For print products (excluding journals), a shipping fee will be charged. Information regarding shipping fees is available at <https://www.ibfd.org/Contact/Delivery>Returns>.
- 4.1.4. A mandatory handling fee of EUR 50 (fifty euros)/USD 50 (fifty US dollars) (exclusive of VAT) is applicable for Clients who require legal documents attached to their IBFD invoice and/or Clients who require IBFD invoices to be submitted via an invoicing portal.
- 4.1.5. Import or customs duties may be levied on shipments to recipients outside the European Union. The applicable amount is determined by the customs of the country of the recipient and may vary per country. These costs are not included on the Client's order confirmation. IBFD cannot be held liable for any import or customs duties levied.
- 4.1.6. All prices and invoices are exclusive of local taxes (if applicable).

### 4.2. *Discounts*

IBFD may offer discounts on books, trainings, events or certain package subscriptions (see <https://www.ibfd.org/Contact/Discounts>).

- 4.2.1. All discounts are non-cumulative with regard to any other discounts offered by IBFD or an IBFD reseller.
- 4.2.2. Discounts may be provided in different ways, e.g. as a bulk discount based on the number of units ordered or by means of a discount code for a certain promotion, time period or client type. Discount codes can only be used by the original recipient and may not be transferred to or shared with other parties.
- 4.2.3. IBFD reserves the right to revoke, at any time, any discount offered. Exceptions can be made when a discount was explicitly included in a contract between IBFD and the Client.

### 4.3. *Payment*

- 4.3.1. IBFD accepts two methods of payment: bank transfer and credit card. Upon placing an order, the Client is asked to indicate which method he/she prefers. For some products, IBFD may

only accept one payment method. Credit card payment is not accepted for invoice amounts above EUR 10,000 (ten thousand euros) or USD 10,000 (ten thousand US dollars).

- 4.3.2.** The region in which the Client is located determines the currency used on the invoice. Clients in the Americas, the Caribbean and the Asia-Pacific region will be invoiced in US dollars; Clients in the rest of the world will be invoiced in euros.
- 4.3.3.** The invoice(s) will be delivered separately from the ordered products and/or services.
- 4.3.4.** The Client is expected to pay the invoiced amount within 30 (thirty) days from the invoice date, except in the case of IBFD International Tax Courses, online courses and webinars (payment prior to commencement of the course) and in the case of eBooks and Pay-per-view documents (payment prior to delivery).
- 4.3.5.** It is the Client's responsibility to keep the information in his/her IBFD Account up to date and to promptly notify IBFD of any changes to his/her billing, mailing and/or registration information (see Section 10. Information and Contact).
- 4.3.6.** If the Client fails to pay the invoiced amount within the agreed payment term, he/she will be deemed to be in immediate default by operation of law and IBFD will have the right to claim payment of legal interest and of extra judicial costs. Any subscriptions and/or online access will be terminated immediately without further notice. Access to on-site or online training will be denied or halted.
- 4.3.7.** IBFD has the right to suspend delivery until full payment of any outstanding and/or due invoice is received by IBFD. The Client shall not be permitted to suspend any of his/her debts or to set off any of his/her debts against any disputed or undisputed debt owed to the Client by IBFD.

## **5. Delivery and Returns**

### **5.1. Delivery**

- 5.1.1.** Delivery is accomplished when IBFD has transferred possession of the ordered product(s) to a common carrier; or, for web-based products (online publications, IBFD International Online Tax Courses or webinars), when the Internet access password has been sent to the Client and the licence has been granted by IBFD; or, for IBFD International Tax Courses and events, when the course or event has taken place; or, for tax research services, when the report has been delivered to the Client; or, for eBooks and Pay-per-view documents, when the download link email has been delivered to the Client.
- 5.1.2.** Delivery will take place within a reasonable period of time after receipt of the Client's order or, for an IBFD live webinar, on the specified date. If delivery does not take place within 60 (sixty) days of receipt of the order or, for an IBFD live webinar, on the specified date, the Client is entitled to cancel his/her order. In that case, the Client is not entitled to any compensation other than, if applicable, a total refund of the already paid costs (including shipping and handling) of the ordered product or live webinar.
- 5.1.3.** In the case of eBooks and Pay-per-view documents, delivery will take place within a reasonable period of time after authorization of payment by the Client.



**5.1.4.** All risks related to the ordered products of IBFD shall transfer to the Client at the moment of delivery. Ownership of the electronic or printed products will remain with IBFD until the moment that all outstanding invoices, including costs and legal interest, are paid by the Client in full.

## **5.2. Returns**

This Section applies only to print product purchases.

**5.2.1.** The Client may cancel his/her order at any time without cause under the following conditions:

- the product shall be returned in the same, undamaged condition in which it was received;
- the product shall be returned within 14 (fourteen) days after delivery;
- the product shall be returned to IBFD at the Client's own expense.

If these conditions are met, IBFD will reimburse the Client for the amount paid (including shipping and handling) within 30 (thirty) days after receipt of the returned product.

**5.2.2.** Products should be returned along with a completed Product Return Form ([see https://www.ibfd.org/Contact/Product-Return-Form](https://www.ibfd.org/Contact/Product-Return-Form)).

## **6. Limitation of Liability**

**6.1.** All of IBFD's products and services have been carefully compiled by IBFD and/or its researchers/editors/authors/instructors, but no representation is made or warranty given (either express or implied) as to the completeness or accuracy of the information contained therein. IBFD and/or its researchers/editors/authors/instructors cannot be held liable for the information in IBFD's products, for any decision or consequence based on the use of the information, or for any indirect or consequential damages resulting from the use of the information. However, IBFD will be liable for damages that are the result of an intentional act (*opzet*) or gross negligence (*grove schuld*) on IBFD's part. In no event shall IBFD's total liability exceed the price of the ordered product or a maximum of 50% (fifty per cent) of the fees paid in the preceding 12 (twelve) months.

**6.2.** The information contained in IBFD's products and services is not intended to serve as an advice on any particular matter. The Client should not act on the basis of any matter contained in IBFD's products or services without considering appropriate professional advice.

**6.3.** In the case of online publications, eBooks, Pay-per-view documents, IBFD International Online Tax Courses and webinars, it is the Client's responsibility to ensure that his/her computer equipment is adequately protected against viruses, unauthorized access and other security breaches. IBFD is not responsible for any damage to the Client's or any other connected computer resulting from any such security breach, virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deleting, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction.

- 6.4.** In the case of online publications, IBFD International Online Tax Courses and webinars, the Client has access to the online publications and products 24 (twenty-four) hours per day. However, IBFD cannot be held liable for periods of non-accessibility of its online publications and products, or for any damage caused by a malfunction or a cease of operation of its websites. If access to (a part of) the online publications or products is not possible as a result of a system breakdown or malfunctioning of IBFD's online hardware and/or software infrastructure, IBFD will make all reasonable efforts to solve the problem. IBFD will inform all relevant Clients if the access problem cannot be solved within 72 (seventy-two) hours (Saturdays and Sundays not included) after discovery by IBFD of the non-accessibility. If access cannot be restored during the following 72 (seventy-two) hours (Saturdays and Sundays not included), the Client has the right to terminate the agreement with IBFD. IBFD will refund the licence fees for the remaining months (pro rata restitution). Termination of the agreement and restitution is not possible in the case of force majeure.
- 6.5.** If IBFD cannot comply with the provisions of the agreement with the Client due to an event of force majeure (see Section 1.1. Definitions) which continues for more than 60 (sixty) days, the Client and IBFD have the right to terminate the agreement. Neither party shall have any liability to the other as a result of an event of force majeure, notwithstanding any liability that may result from non-performance before an event of force majeure.

## 7. Intellectual Property Rights

For more information, see <https://www.ibfd.org/Disclaimer-Copyright>.

- 7.1.** IBFD is the sole and exclusive owner of any intellectual property rights to IBFD's products and services, including all materials and all copyrights, trademarks and any other intellectual property rights, in accordance with Dutch and EU copyright laws and treaties. No part of IBFD's products or services may be reproduced and/or disclosed in any way without the prior written consent of IBFD.
- 7.2.** Unless otherwise agreed, IBFD will grant the Client a non-exclusive and non-transferable *licence to use* a product or service of IBFD; no intellectual property rights will be transferred to the Client.
- 7.3.** In the case of the Client's breach of IBFD's proprietary rights, IBFD has the right to immediately terminate the Client's subscription or access.

## 8. Privacy and Cookies

IBFD values its relationship with its Clients and considers it of great importance that a Client's personal data is handled with the utmost care and in compliance with relevant data privacy laws, such as the General Data Protection Regulation (GDPR). Information on why and how IBFD collects, processes and discloses personal data is available in IBFD's Privacy Statement (see <https://www.ibfd.org/Privacy-statement>).

IBFD uses only first-party cookies for functional and statistical purposes, which do not require consent. More information is available in IBFD's Cookie Policy (see <https://www.ibfd.org/Cookie-Policy>).

## 9. Governing Law and Jurisdiction

All rights, obligations, agreements, orders and offers contained in these Terms and Conditions are governed by the laws of the Netherlands. Any dispute that cannot be reconciled by discussion between the parties shall be submitted to the exclusive jurisdiction of the District Court in Amsterdam, the Netherlands.

## 10. Information and Contact

**These Terms and Conditions are registered with the Chamber of Commerce (*Kamer van Koophandel*) of Amsterdam, the Netherlands, under KvK no. 41197411.**

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