

Terms & Conditions of Use Last Updated 26 May 2021

Introduction

These terms and conditions apply between you, the User of this Website (including any subdomains, unless expressly excluded by their own terms and conditions), and International Securities Lending Association (ISLA), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by ISLA and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to ISLA and accessing the Website in connection with the provision of such services.

Intellectual Property & Acceptable Use

All content included on the Website is the property of ISLA. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication any license or right to use any trademark or logo or service mark displayed on the site without the owner's prior written permission.

You must not otherwise reproduce, modify, copy distribute or use for commercial purposes any Content without the written permission of ISLA.

Prohibited Use

You may not use the Website for any of the following purposes;

- a. In any way which causes or may cause damage to the Website or interferes with any other person's use or enjoyment of the Website;
- b. In any way which is harmful or illegal or in breach of any applicable law or governmental order;
- c. Making, transmitting or storing electronic copies of Content protected by copyright without the permission of ISLA.



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Limitation of Liability

Nothing in these terms and conditions will (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

To the maximum extent permitted by law, ISLA accepts no liability for any of the following:

- a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. Loss or corruption of any data, database or software;
- c. Any special, indirect or consequential loss or damage

General

You may not transfer your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.

This agreement shall be governed by and interpreted under the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.



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International Securities Lending Details

The International Securities Lending Association is registered under Company number 06297217

Registered Address is 6^{th} Floor, 1 George Yard, London EC3V 9DF and operates its Website at islaemea.org