

Please read the following important terms and conditions before you download this content, checking that it contains everything you want and nothing that you are not willing to agree to.

**This contract sets out:**

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

**In this contract:**

- “Digital Content” means the ISLA Clause Library;
  - “Documentation Platform” means a document creation and generation platform which merges data into any combination of document templates;
  - “we”, “us” or “our” means The International Securities Lending Association; and
  - “you” or “your” means the organisation downloading the Digital Content from us.
- If you have any questions about this contract or any purchases you have made, please contact us by sending an email to [support@islaemea.org](mailto:support@islaemea.org).

**Who are we?**

We are the International Securities Lending Association, a company registered in England and Wales under company number: 06297217.  
Our registered office is at: 6th Floor 1, George Yard, London, England, EC3V 9DF.  
Our VAT number is: GB718745605.

**1. INTRODUCTION**

1.1 If you download the Digital Content from us, you agree to be legally bound by this contract.

1.2 This contract is only available in English. No other languages will apply to this contract.

1.3 When you download the Digital Content from our site, you also agree to be legally bound by:

1.3.1 payment of the relevant fee for accessing the Digital Content (see Clause 4);

1.3.2 our website terms and conditions; and

1.3.3 extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month’s notice.

All of the above documents form part of this contract as though set out in full here.

**2. YOUR PRIVACY & PERSONAL INFORMATION**

2.1 Our “Privacy Policy” is available at [www.islaemea.org](http://www.islaemea.org)

2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

**3. AVAILABILITY OF THE DIGITAL CONTENT**

3.1 The Digital Content will be made available to you as binary files on our site at

www.islaemea.org in the following three formats: .xls,.doc, and .pdf. Before you download the Digital Content, you must check that the hardware and software requirements of your computer or device mean that you can download the Digital Content.

3.2 In the event that we acknowledge your request for access to the Digital Content by email, this acknowledgement does not mean that your access to the Digital Content has been accepted by us.

3.3 We may contact you if:

3.3.1 the Digital Content is unavailable;

3.3.2 we cannot authorise your payment;

3.3.3 you are not allowed to download the Digital Content from us;

3.3.4 we are not allowed to make the Digital Content available to you; or

3.3.5 there has been a mistake on the pricing or description of the Digital Content.

3.4 When we email you to confirm your access to the Digital Content has been granted by us ("Confirmation Email"), at this point:

3.4.1 a legally binding contract will be in place between you and us; and

3.4.2 you will be permitted to download the Digital Content.

3.5 If you are under the age of 18 you may not download the Digital Content from the site.

#### **4. ACCESS TO DIGITAL CONTENT**

4.1 The fees for acquiring a licence to access the Digital Content for use internally within your own firm, together with the membership tiers and their respective terms, are set out in full on our site at [www.islaemea.org](http://www.islaemea.org).

4.2 For the avoidance of doubt, if you are a non-member or associate member, you will need to contact us at [support@islaemea.org](mailto:support@islaemea.org) to pay the relevant fee in order to receive the Digital Content.

4.3 Access to the Digital Content will be via [www.islaemea.org](http://www.islaemea.org) and requires a member login to the ISLA website to access. If you are not logged in, then you will be prompted to do so, or if you are a non-member, you must contact us at [support@islaemea.org](mailto:support@islaemea.org) to arrange for content to be delivered by email.

4.4 If you wish to use the Digital Content for commercial purposes (including selling a service or product which includes the Digital Content), then, in addition to the access licence granted under this contract, you must contact us at [support@islaemea.org](mailto:support@islaemea.org) in order to enter into a commercial licence with us which is based on a profit-share model.

4.5 If you wish to use the Digital Content in a classroom (either real or virtual) or conference setting, you must notify us of your intended use at [support@islaemea.org](mailto:support@islaemea.org) and arrange to pay the "per session" fee for this. These fees are set out in full on our site at [www.islaemea.org](http://www.islaemea.org).

4.6 For the avoidance of doubt, if you wish to use the Digital Content for training which is part of a saleable programme, then you must acquire a commercial licence from us in order to do so.

4.7 Any full member or associate member who wishes to upload the Digital Content to a third party's Documentation Platform must ensure that the relevant third party is also a full member or associate member of ISLA. In the event that the relevant third party is not either a full member or associate member of ISLA, then the ISLA member must instruct that third party to contact us at [support@islaemea.org](mailto:support@islaemea.org) to become a

member, only upon the completion of which process can the Digital Content be uploaded by that third party to their Documentation Platform.

4.8 Any party who wishes to host the Digital Content through a digital content host platform but is not already an associate member of ISLA must complete and submit a membership application form via [www.islaemea.org](http://www.islaemea.org) in order to become an associate member.

4.9 In the event that an update to the binary files of the Digital Content is required, we will communicate that change to you via email containing a link to the download page. Updated files will be provided by us with tracked changes where possible. Unless urgently required, any updates will be released by us on a semi-annual basis.

## **5. NO RIGHT TO CANCEL**

5.1 You will be asked to tick a box to confirm that you consent for the download of the Digital Content to start upon clicking the relevant file to activate the download.

5.2 This means that you do not have the right to cancel this contract once the download of the Digital Content starts and are not entitled to a refund (including in the event that you do not use the Digital Content for any reason) unless the Digital Content is faulty. See clause 10 for more information.

## **6. PERMISSION TO USE THE DIGITAL CONTENT**

6.1 When you download the Digital Content, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you accessing, using and enjoying it according to this contract.

6.2 The Digital Content:

6.2.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws;

6.2.2 is non-exclusive to you. We may supply the same or similar Digital Content to other users;

6.2.3 may not be:

(a) copied by you except for a reasonable number of necessary back-ups;

(b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);

(c) combined or merged with, or used in, any other computer program; or

(d) distributed or sold by you to any third party;

6.2.4 includes:

(a) updates;

(b) upgrades; and

(c) new releases.

6.2.5 contains information which is owned by us and/or third parties. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

6.3 Except where you have permission to use the Digital Content under this clause 6, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

6.4 You may submit any additions, notifications of errors, amendments, or requests to us relating to the Digital Content via a feedback form on the download page of our

site.

6.5 You shall immediately report to us any unauthorised use of the Digital Content either within your own firm or by any other parties upon discovery by you.

6.6 The Digital Content does not constitute legal advice, nor does it seek to instruct or direct you to take, or avoid taking, any action. Accordingly, we would highly recommend that you engage solicitors to assist with the negotiation and preparation of any agreements which include any part or adaptation of the Digital Content. We accept no liability in respect of any actions taken or not taken by you on the basis of the Digital Content.

## **7. DOWNLOAD**

7.1 If something happens which is outside of our control and affects your ability to download the Digital Content, we will let you know when you can expect to be able to download the Digital Content.

7.2 If your computer or device blocks the automatic download of the Digital Content or the automatic download does not start, you may still have the right to cancel the contract. If this happens, please contact us at [support@islaemea.org](mailto:support@islaemea.org).

## **8. PAYMENT**

8.1 Payment for the Digital Content will be made by you to us via bank transfer upon receipt of an invoice from us. We do not accept payment by cash, cheques, debit card or credit card.

8.2 All prices are in pounds sterling (£)(GBP) and exclude VAT at the applicable rate.

## **9. NATURE OF THE DIGITAL CONTENT**

9.1 When we supply the Digital Content:

9.1.1 we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;

9.1.2 we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our site; and

9.1.3 you acknowledge that there may be minor errors or bugs in it.

## **10. FAULTY DIGITAL CONTENT**

10.1 If the Digital Content is faulty, please contact us using the contact details at the top of this page.

10.2 To avoid faults in the Digital Content, you must install any fixes, updates, upgrades and new releases as soon as reasonably possible after we tell you that they are available to be downloaded.

## **11. END OF THE CONTRACT**

If this contract is ended for any reason, it will not affect our right to receive any money which you owe to us under this contract.

## **12. LIMITATION ON OUR LIABILITY**

12.1 In no event shall our aggregate liability (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, warranty, strict liability or any other legal theory howsoever arising)

in respect of all losses arising under or in connection with this contract exceed the total fees paid or payable to us by you under this contract.

12.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.2.1 losses that were not foreseeable to you and us when the contract was formed;

12.2.2 losses that were not caused by any breach on our part;

12.2.3 business losses; or

12.2.4 losses to non-consumers.

### **13. THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract.

### **14. DISPUTES**

14.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Digital Content you purchased, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

14.2 The validity, construction and performance of this contract, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably submits to the jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this contract.