

TERMS AND CONDITIONS

1. OVERVIEW

1.1 Impact Boards Emerging Markets Ltd (“Impact Boards EM”, “we” or “us”) is a limited liability company registered in England and Wales under company number 12767795 with its registered office at 1-3 Pemberton Row, 4th Floor, London, England, EC4A 3BG.

1.2 Impact Boards EM assists boards of directors in developing countries to implement best practices of corporate governance, sustainability, diversity, and address climate change risks and opportunities at the board level (the “Network”).

1.3 Impact Boards EM owns, operates and makes available the website <https://www.iboardsem.com> as well as subdomain websites (the “Website”) to users of its Websites under the following Terms and Conditions.

1.4 Use of our Website includes:

- a. accessing or browsing our Website;
- b. registering to become a member through our Website;
- c. searching for information and downloading reports through our Website.

1.5 The Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us also applies to your use of our Website and the Network. By using our Network, you consent to such processing and you warrant that all data provided by you is accurate.

2. AGREEMENT TO THE TERMS AND CONDITIONS

The Websites may contain features including blog, report and newsletter services, event, issue and community pages, member areas and other applications that may be available from time to time. Any person who accesses or uses the Website agrees to be bound by these Terms and Conditions. These Terms and Conditions contain conditions, disclaimers and other provisions, some of which limit or exclude Impact Boards EM’s liability. Any person who does not agree or comply with these Terms and Conditions should not access or use the Website.

3. CHANGES TO THESE TERMS AND CONDITIONS

We may amend these Terms and Conditions from time to time by amending this page. These Terms and Conditions were most recently updated on 31 August 2021.

4. MEMBERSHIP

4.1 If you want to make use of certain facilities available through our Network or to carry out certain actions you must first register as a member. Attendance of some Impact Boards EM events, for example, is restricted to members.

4.2 During registration, you will be asked to provide your name and email address, as well as details of your current roles and the companies you work for.

You will be responsible for all activities which occur under your membership. It is your responsibility immediately to notify us of any unauthorised use of your membership or any other breach of security as soon as you become aware of it.

By registering, you certify that all information you provide in the registration is accurate. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

We reserve the right not to fulfil, or to cancel, your application to become a member for any reasonable reason.

Members must at all times comply with these Terms and Conditions. Members further acknowledge that, in addition to any rights that we have, any breach of these Terms and Conditions will entitle us, in our sole discretion, to terminate membership immediately and without notice.

5. ACCESS TO AND CHANGES TO OUR PLATFORM

We do not guarantee that our Website, or any content in it, will always be available or uninterrupted. We reserve the right (in our sole discretion) to suspend, withdraw or restrict the availability of the Website (or part thereof) for business and operational reasons.

We do not guarantee that our Website, or any content in it, will always be free from errors or omissions. We reserve the right (in our sole discretion) to update and change our Website from time to time. Your continued use of the Website following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

We make reasonable commercial efforts to update the information on the Website. However, we do not provide any representations, warranties or guarantees that any information on our Website is up-to-date.

6. APPROPRIATE USE

Any use of the Websites by users that would limit or constrict the availability or quality of the Website's features is prohibited and Impact Boards EM reserves the sole right to take any actions required to enforce this principle. You may only use our Network for lawful purposes.

You may not use our Network:

6.2.1 In any way that breaches any applicable local, national or international law or regulation.

6.2.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

6.2.3 For the purpose of harming or attempting to harm minors in any way.

6.2.4 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or any other form of similar solicitation (spam).

You also agree:

6.3.1 not to use, reproduce, duplicate, copy or re-sell any part of the Network or any materials obtained through the Website without prior written consent; and

6.3.2 the Network is not a forum to sell any services.

7. THIRD PARTY LINKS

7.1 The Website contains links to third party websites. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their contents.

7.2 The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. The material on this Website is provided 'as is', without any conditions, warranties or other Terms and Conditions of any kind.

7.3 We do not check and are not responsible for the accuracy, completeness or truth of third party websites. If you decide to access any of the third party websites linked to from this Website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in Websites.

8. LIMITATION OF LIABILITY

8.1 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.1.1 use of, or inability to use, our Website; or

8.1.2 use of or reliance on any content displayed on our Website including, without limitation, Impact Boards EM toolkits and guides.

8.2 In particular, we will not be liable for:

8.2.1 loss of profits, sales, business, or revenue;

8.2.2 business interruption; **8.2.3** loss of anticipated savings;

8.2.4 loss of business opportunity, goodwill or reputation; or

8.2.5 any indirect or consequential loss or damage

8.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.

8.4 Nothing in these Terms and Conditions shall be construed as excluding or limiting our liability for:

(i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors,

(ii) fraud or fraudulent misrepresentation, or

(iii) any liability which cannot be excluded or limited under applicable law.

9. ELECTRONIC COMMUNICATIONS

When you visit the Website or send emails to us, you are communicating with us electronically. We communicate with you by email or by posting notices on the Website. For contractual purposes, you consent to receive communications from us

electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

10. WAIVER AND SEVERABILITY OF TERMS AND CONDITIONS

The failure of Impact Boards EM to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intention as reflected in the provision and the other provisions of these Terms and Conditions shall remain in full force and effect.

11. EVENTS BEYOND OUR CONTROL

11.1 We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire, legislation, failure of ISP or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

12. APPLICABLE LAWS

These Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We and all persons using our website hereby irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

If any provision in these Terms and Conditions is invalid, illegal or unenforceable, then 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 shall be deemed deleted and the remainder of these Terms and Conditions shall remain in full force and effect.

13. CONTACT US

To contact us, please email info@iboardsem.com

