

These Terms of Use apply to all Users, Members and Visitors (as defined below).

1 DEFINITIONS

- 1.1 In these conditions, the following words have the following meanings, unless the context requires otherwise:
- 1.1.1 “Agreement” means the agreement between you and us incorporating these conditions for the provision of the Service, our Privacy Policy and the registration form displayed and completed on-line, which form the entire agreement between you and us as provided in Clause 6.3; in the event of any conflict between the documents, the terms of these conditions shall prevail;
- 1.1.2 “FBC” shall have the meaning given in clause 2.1;
- 1.1.3 “FBC” means FBC, a part of UKFB & Co Ltd, a limited company registered in England under number 11629067 with its registered office at 20-22 Wenlock Road, London, N1 7GU.
- 1.1.4 “Content” means any material posted on the Site including Member generated material and information about Events posted on the Site, any File or series of Files, responses to Member surveys, information contained in the FBC iNED Boardroom and the content of any messages sent or received using the messaging function;
- 1.1.5 “Default” means any breach of contract, tortious act and/or omission and/or any breach of statutory duty;
- 1.1.6 “Event” means an event organised and/or sponsored by FBC;
- 1.1.7 “Fee” means the fee or fees referred to in Clause 4.
- 1.1.8 “File” means any text, text file, image, picture, logo or other graphical representation which a Member is permitted to upload, post, view, use, copy or download;
- 1.1.9 “Intellectual Property Rights” means all intellectual property rights throughout the world whether currently in existence or otherwise and whether vested or contingent including, without limitation, copyright, database rights, design rights, registered designs, design patents, utility models, patents, trade marks, service marks, signs and other designations, confidential information, trade secrets and rights in know-how and all similar rights whether registered or otherwise including, without limitation, all extensions, reversions, revivals and renewals thereof from time-to-time. The above shall include, in relation to registrable rights, any applications made in respect of any such rights and the right to apply for registered rights;
- 1.1.10 “Member” means any individual whose registration on the Site has been approved and remains valid for the time being and “Membership” shall be construed accordingly;
- 1.1.11 “Partner” or “Strategic Partner” means any body or organisation associated with FBC which promotes its services or products on the Site with our prior approval, including sponsors and charitable partners;

- 1.1.12 “Privacy Policy” means our privacy statement located at (*insert webpage*) and which sets out our data protection, usage and privacy policy;
- 1.1.13 “Profile” means the section posted by an individual Member containing information about that Member;
- 1.1.14 “Service” means the service provided via the Site to you including, but not limited to, allowing you to browse the Site, search for people and services, view Profiles, send messages or post information;
- 1.1.15 “Site” shall have the meaning given in clause 2.1 and any other URLs which forward to such URL or which we may use to provide the Service from time to time;
- 1.1.16 “User” means a Member or a Visitor;
- 1.1.17 “Visitor” means any person who browses the Site without registering as a Member;
- 1.1.18 “We/Us” means Fundboards.org and UKFB & Co Ltd and “us”/ “our” shall be construed accordingly;
- 1.1.19 “You” means a User and “your” shall be construed accordingly.
- 1.2 Clause headings shall not affect the interpretation of these terms and conditions.
- 1.3 References to clauses are (unless otherwise provided) references to the clauses of these terms and conditions.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.8 A reference to writing or written includes fax and e-mail.

2 ABOUT US/THE SITE

- 2.1 The website hosted at www.fundboards.org (the “Site”) is operated by the FBC as the “FBC” platform in order to (i) provide access to a industry expertise for members of the board of UK mutual funds and (ii) assist prospective independent non-executive directors (iNEDs) connecting with corporate members who looking to recruit new iNEDs to their board. “FBC” is a trading name of UKFB & Co Ltd.
- 2.2 Full access to the Site and to Events is limited to Members. The purpose of the Site is to provide Members with a secure platform to:
- network and connect with one another;

- learn from one another and industry experts;
- learn about activities and Events;
- source and provide information and intelligence;
- access resource materials; and
- access services provided by third parties unconnected with FBC.

3 PRODUCTS AND SERVICES

3.1 Our Service:

3.1.1 allows Members to view resource materials, search for and attend Events, including online webinars, and access a jobs board for aspiring iNEDs and corporate members (“iNED Boardroom”).

3.2 When using the Site, you accept that there might be services, materials, resources or Events which are not listed on the Site which might be more suitable for your particular needs.

3.3 In order to upload, view, use and download Content you need to become a Member. Visitors to the Site may view limited amounts of Content only which we reserve the right to vary from time-to-time in our absolute discretion.

3.4 In order to become a Member you must complete the individual Member registration form providing details about yourself.

3.5 We reserve the right to refuse approval of any Member application or cancel any Membership. Your registration as a Member shall not be deemed to have been accepted by us until you have received a confirmation e-mail, upon which you will be considered a Member.

3.6 It is your responsibility to identify and correct any mistakes or errors in any information held on the Site about you. For the avoidance of doubt, we are not responsible for any information you provide to another Member, nor are we responsible for any information another Member provides to you.

3.8 It is your responsibility to ensure that information, resource materials and Events offered by us or other Members or third parties as the case may be via the Site match your requirements. In particular, we accept no responsibility or liability whatsoever for any loss or damage which you might suffer or incur in the event that any information, resource materials or Events provided by us or another Member or a third party as the case may be do not meet your requirements or are not suitable for you.

4 FEES

4.1 Access to the membership portal on the Site is subject to payment of the relevant membership fees. More information about fees for individual “aspiring iNED” membership can be found here ([insert link to webpage](#)). For information about incumbent iNED or corporate membership, please email contact@fundboards.org. Fees may be varied by us at any time.

5 TERM

5.1 This Agreement shall begin when you choose to access the Site. By choosing to enter the Site you agree to be bound by this Agreement. This Agreement shall continue until terminated in accordance with these terms. Once terminated, you shall have no right to use the Site.

6 CONDITIONS OF CONTRACT

- 6.1 You must be an individual to register as an Aspiring or Incumbent iNED Member or a corporate fund board to register as a Corporate Member, to use all of the functionality of this Site and to use the Content of the Site for the purposes set out in this Agreement. Visitors obtain limited access to the Content of the Site and do not have the right to use the Content of the Site for any purpose.
- 6.2 By using the Site, you represent and warrant that you have the right, authority and capacity to enter into and to abide by the terms and conditions of this Agreement.
- 6.3 The terms and conditions of this Agreement shall supersede any prior terms and conditions previously notified to you which relate to your use of the Site.
- 6.4 Any use of the Site for purposes other than as set out in the Agreement is strictly prohibited and shall constitute a breach of this Agreement which shall end your entitlement to use the Site.
- 6.5 Only one account can be created on the Site per Member, which shall include details of the Member.
- 6.6 You accept that the purpose of the Site is to provide information and a networking facility between individual and Corporate Members as well as access to Events, services and other opportunities that will support Members. We do not warrant the accuracy of any Content on the Site.
- 6.7 We include details on the Site of Events which we consider might be of interest to some Members of FBC, but in doing so we do not make any warranty or representation as to the suitability or otherwise of Events.
- 6.8 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Service unless confirmed by us in writing.
- 6.9 You acknowledge that you do not rely on any representation and/or warranty which has not been made in accordance with this Agreement and that we do not make any representations.
- 6.10 We do not verify, edit or monitor the information provided by Members and/or Profiles, but reserve the right to do so and at our option to remove for any reason any Content if we consider it not to be in accordance with the spirit and purposes of the Site, contrary to public policy or offensive.
- 6.11 We have the right to terminate your Membership in accordance with the terms of this Agreement at any time for non-compliance with the terms of this Agreement.

7 YOUR OBLIGATIONS

- 7.1 You agree not to, and shall not:
- 7.1.1 disclose your chosen password to any unauthorised person. You agree to notify us of any unauthorised use of your password, account or other breach of security;
- 7.1.2 leave your browser logged on to the Site without your attendance so that unauthorised persons might be able to access and/or amend your Profile or send messages or make comments without your knowledge. To limit unauthorised access, you should use the log off function and you acknowledge that FBC is not accountable for any unauthorised access or use as a result of you not using the log off function correctly.

- 7.1.3 attempt to gain unauthorised access to any information available on the Service or to any of the networks used in providing the Service;
 - 7.1.4 post and/or reproduce in any way any Content, Files or information and/or material which infringes the Intellectual Property Rights of another party;
 - 7.1.5 copy, store, modify, transmit, distribute, broadcast or publish any part of the Content of the Site, save in accordance with this Agreement;
 - 7.1.6 use the Service to initiate the sending of unsolicited advertising or promotional material, whether for commercial or non-commercial reasons;
 - 7.1.7 in any way assign, transfer, part with and/or authorise any other person to use your Membership;
 - 7.1.9 subject to clause 7.3, permit or create unauthorised framing of, or deep linking to, the Site or the creation of derivative works thereof from another website under your management or control;
 - 7.1.10 copy, modify, reverse engineer/assemble or otherwise attempt to discover/tamper with any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer, any rights related to the coding of the Site or modify the coding in any manner or form;
 - 7.1.11 use modified versions of the coding for the Site, including (without limitation) for the purpose of obtaining unauthorised access to this Site;
 - 7.1.12 access the Site by any means other than through the interface that is provided by the Site for on-line access, as displayed to the general public or to Members via the dedicated sign in page;
 - 7.1.13 use the Site for your own commercial purposes or commercial gain in a way that is not associated with the purpose of the Site or in a way which infringes the rights of others;
 - 7.1.14 use a name so as to infringe our rights or those of any other person (whether in statute or common law) in a corresponding trade mark, name or domain name. You acknowledge that we cannot guarantee that any username you request will be available or approved for use. We reserve the right to require you to select a replacement name and we will suspend our Service to you if, in our sole opinion, there are reasonable grounds for us to believe that your current choice of name is, or is likely to be, in breach of the provisions of this Agreement.
- 7.2 You are responsible for ensuring that anyone who accesses your account using this information is aware of these Terms of Use, and that they comply with them. You are responsible for all activities under your account details, even in the event you did not agree to, or have any knowledge of, such activities.
- 7.3 You may link to the Site provided you do so in a way that is fair and legal and does not damage the reputation of or take advantage of FBC, UKFB & Co Ltd or its Members, strategic partners or associates. In the absence of our express written consent, you may not establish a link in such a way as to suggest any form of association, approval or endorsement by us where none exists. You must not establish a link from any website that is not owned by you. You must not establish a link from any website containing offensive or otherwise inappropriate Content. The Site may not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We reserve the right to remove linking permission without notice. You agree to remove any links upon our request or on termination of this Agreement.

8 YOUR PROFILE

- 8.1 You warrant that the information posted in your Profile is truthful, complete and accurate, not misleading and is regularly updated by you as and when necessary.
- 8.2 We reserve the right to review your Profile from time to time and to amend and/or delete it if we, in our sole discretion (on reasonable grounds), think that it should be amended and/or deleted.

9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 9.1 All Intellectual Property Rights in Content posted by you are owned by you absolutely. You hereby grant a non-exclusive transferable licence to us with the right to sublicense for the purposes of displaying, copying, reproducing, analysing aggregating , adapting and using your Content as we deem fit for the purposes of the Site including the promotion of the Site and our business.
- 9.2 You agree that you will keep confidential and not use, except for purposes contemplated by this Agreement, any information relating to the Service which may be disclosed to you or which you may learn, except where such information is public knowledge or is required to be disclosed by law.
- 9.3 Save as provided in this Clause 9.3, any Content which you post to the Site shall be treated by Us as non-confidential and you acknowledge that we do not owe you an obligation of confidence in respect of anything which you choose to post to the Site. We will use our reasonable endeavours to keep your personal details such as your surname and e-mail address confidential and will not disclose such information, except where it is public knowledge, is required to be disclosed by law or as a result of a genuine complaint where disclosure is necessary to comply with a mandatory obligation.
- 9.4 We may use information you supply for the purposes of managing your participation in the Site, for monitoring and audit purposes, and to refer you to services of value to you.
- 9.5 We may pass on the information you provide via the Site to Strategic Partners who may contact you in respect of related services which we believe may be of benefit to you. We may also pass your details to Partners or Sponsors in the interests of cost-effective delivery of the service by ourselves or our successors. If you do not wish your details to be passed on, please advise us at contact@fundboards.org
- 9.6 Whilst these Terms of Use include clauses regarding use of Content on the Site, we cannot guarantee that other Users will not make use of your Content for their own purposes. We are not responsible for how other Users use Content on the Site. Please consider this in deciding whether or not to post Content on the Site.
- 9.7 We do not accept responsibility for you sharing confidential information with other Users of the Site. It is your responsibility to ensure that any necessary confidentiality agreements are in place prior to sharing such information.

10 ACCURACY OF INFORMATION

- 10.1 Whilst we endeavour to keep the information contained on the Site up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of such information, products or services.
- 10.2 The pages of the Site are subject to change without notice. Any reliance you place on any such information is therefore strictly at your own risk.

10.3 We do not warrant that any of the information and/or Content provided as part of the Service is accurate. It is a condition of our allowing you to access the Site and Service that you accept that we will not be liable for any action you take in reliance on the Content contained therein.

10.4 We do not provide any warranty in respect of the Service, results, availability, and/or uninterrupted use of the Service due to technical issues beyond our control. In particular, errors or conflicts in the software or data may not be correctable.

10.5 You are responsible for obtaining access to the Service via the Internet. We cannot assume any responsibility for your failure to access the Site or Service from any location or browser. Any access fees incurred in reaching the Site (such as dial-up charges) and any equipment necessary to access the Service shall be your responsibility. You are also responsible for any fees or expenses incurred in uploading or downloading Files to or from the Site.

11 UPLOADING CONTENT TO THE SITE

11.1 Should you choose to make use of functionality which allows you to upload Content, for example in the iNED Boardroom, you must comply with the following provisions.

11.2 These provisions apply to any Content uploaded to the Site. Uploads and all contributions of Content made by You must be accurate and fair, comply with applicable laws and must not:

- be illegal, defamatory, obscene, offensive, discriminatory, hateful or inflammatory or promote violence or illegal activity, or otherwise cause harm or distress or;
- be likely to cause annoyance, inconvenience or needless anxiety for any other Users;
- infringe the Intellectual Property Rights of any third party;
- be likely to deceive;
- be in contradiction of any legal duty owed to a third party;
- misrepresent yourself;
- imply any representation by us.

11.3 You agree to notify us as soon as is practicable in the event you believe any Content contained within your account or provided by others on the Site does not comply with the provisions of this clause in order that we may investigate whether it should be removed from the Site or edited.

11.4 We may remove Content at any time from the Site for any reason at our discretion.

11.5 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the Site.

12 USE OF FILES

Use of the Files and any accompanying materials downloaded from the Site is on condition that you will not add, subtract or in any way alter or edit any File (including, for this purpose, any machine-readable code which may be a part of any File), nor will you make any use whatsoever of any File or any other element of our or any third party's Intellectual Property Rights (including but not limited to our name, whether used in a URL, metatag, hyperlink or otherwise) other than for the

purposes of, and as contemplated by, this Agreement or as may otherwise be specified by us in writing.

13 CONTACT VIA THE SITE

13.1 We may communicate with you via the e-mail address which you have provided to us.

14 POSTING CONTENT ON THE SITE

14.1 Whilst we provide the functionality for Users to post Content on the Site, we are not the purchaser or seller of any services therein offered, nor are we acting as agent for the purchase or sale of any such services. Any agreement entered into by a Member relating thereto is the responsibility of that Member.

15 TERMINATION

15.1 Notwithstanding any other clause of this Agreement, either party may terminate this Agreement at any time, for any reason at its absolute discretion. To close your account, please refer to the cancellation details on your membership page or email contact@fundboards.org.

15.2 Termination of this Agreement shall not affect the accrued rights and liabilities of either party.

15.3 Following termination, you agree that we may immediately deactivate your account and all related data in your account and/or bar any further access to the Service. You agree that we shall not be liable to you or any third party for any termination of your access to the Service and shall not be liable to remove data, if requested or demanded by any individual or entity. We shall not be responsible for failure to remove your Profile or any other data supplied by you, once the account becomes inactive for any reason, but shall remove it as soon as reasonably practicable after a written request by you.

15.4 We may terminate this Agreement or transfer our rights and obligations under it, together with any Content and/or data we are holding on your behalf or in relation to you, to a replacement provider in the event that the Service is no longer provided by us.

16 LIMITATION OF LIABILITY

16.1 You acknowledge that we and our appointed third parties do not accept any responsibility for Members' use of the Site including any liability arising from a Member's interaction with another Member.

16.2 Content posted on the Site by us does not constitute advice and is not intended for use without professional advice.

16.3 Members are aware that registration of their information on this Site will in no way guarantee any form of benefit to such Members and we reserve the right to remove Content on reasonable grounds. Such grounds shall include (but not be limited to) improper or unauthorised use of FBC branding and other Intellectual Property Rights, misleading registration and failure to comply with applicable legal or regulatory obligations. In no event shall we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with the removal of Member information from the Site.

16.4 We cannot be responsible for any Content downloaded or otherwise obtained through use of the Service, which is done at your own discretion and risk. You will be solely responsible for any

damage to your computer system stemming from any losses which might result from the downloading of such material.

- 16.5 You shall produce to us written evidence of any claim for which it is alleged that we are liable, together with written details of how any loss was caused by us and the steps you have taken to mitigate your loss before we shall have any liability for any claim by you.
- 16.6 It is possible for other Users and/or third parties to obtain and misuse information about you as a result of your use of the Service. We shall have no liability to you arising out of such misuse, which is beyond our reasonable control.
- 16.7 Through the Site you are able to link to other websites which are not under the control of us. We are not responsible for and have no control over the nature, content and availability of those sites or for any products (including software) or services provided by third parties advertised, sold or otherwise made available on them. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. In no event shall we be liable for any losses arising from use of services provided by third parties to which links are provided from the Site.
- 16.8 Neither party shall have any liability to the other for any:
- 16.8.1 consequential losses (including but not limited to loss of profits, damage to goodwill, damage to reputation, loss of data, loss of programs and/or Service interruptions);
- 16.8.2 economic and/or other similar losses; and/or
- 16.8.3 special damages and indirect losses.
- 16.9 Each party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- 16.10 You must inform us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or any information on the Site and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 16.11 If you fail to stop the act or acts complained of, we may suspend the Service available to you. If we do so, we will not restore it until we receive an appropriate assurance from you that there will be no further contravention of the terms of this Agreement.
- 16.12 Nothing in this Agreement shall exclude or limit liability for death or personal injury due to either party's negligence or fraudulent misrepresentation.
- 16.13 We shall have no liability to you for any delay in performance of the Service and/or any other matters to the extent that such events and/or matters are due to any event outside our reasonable control, including but not limited to an act of God, war, flood, fire, labour dispute, strike, lock-out, riot, civil commotion, malicious damage, explosion, governmental action or any other similar events.

17 DISCLAIMER

- 17.1 The contents of this Site are for information purposes only and are not an invitation to enter into a contractual obligation, including to buy products or services. We do not offer advice and accordingly any information contained on this Site should not be construed as advice or as being a

recommendation by us to act in a certain way. The presence of Member or third party generated Content on the Site does not imply any form of endorsement thereof by us.

18 GENERAL

- 18.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no third party shall have any right to enforce this Agreement, save that any assignee of our rights and obligations set out in this Agreement may do so. We may assign this Agreement to any third party without your consent.
- 18.2 No waiver by us of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 18.3 Save as provided in Clause 6.3 this Agreement constitutes the entire agreement between You and Us in respect of your use of the Site and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.
- 18.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 18.5 Each party confirms that it has not relied on any representations made by the other party when entering into this Agreement.
- 18.6 If any provision of this Agreement shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 18.7 We reserve the right to revise these Terms of Use at any time by amending this page. We therefore recommend that you review this page from time to time to take note of any changes. Your continued use of the Site will constitute your acceptance to any changes made to Terms of Use prior to such usage.
- 18.8 This Agreement shall be governed by and construed in accordance with the laws of England and Wales including in respect of any non-contractual obligations. All claims, disputes or other matters in question between the parties related to or arising out of this Agreement, including in relation to any non-contractual obligations, shall be subject to the exclusive jurisdiction of the English Courts.
- 18.9 We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. If you have any further questions about the use of your information please contact us at: contact@fundboards.org.
- 18.10 This Site is only intended for use by individuals residing in the United Kingdom. We make no warranty or representation that any product or service referred to on this Site and/or any service we provide is available or otherwise appropriate for use outside the United Kingdom. If you choose to use this Site from locations outside the United Kingdom, you do so entirely at your sole risk and you are responsible for compliance with all applicable local laws.

20 COMPLAINTS

20.1 Our aim is at all times to provide you with an excellent Service. If you are unhappy with our Service for any reason, please contact us by contacting us at contact@fundboards.org

20.2 We shall aim to resolve your complaint within 48 hours. If we are not able to do so, we shall provide you with an acknowledgement. After we have had an opportunity to investigate your concerns, we shall issue you with a final response.

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