

INDICES TERMS OF USE

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN YOUR USE OF THE LLMA LONGEVITY INDICES AND ANY RELATED INDICES MATERIALS (TOGETHER, THE “INDICES MATERIALS”) PUBLISHED AT www.llma.org (THE “INDICES PAGES”) BY THE LIFE AND LONGEVITY MARKETS ASSOCIATION (“THE LLMA”, “WE, “US” AND “OUR”).

1. Information about us

The Indices Pages are owned and operated by the Life and Longevity Markets Association (company number 07081717) whose registered office is at 38 Wigmore Street, London, W1U 2HA.

2. Information about you

2.1 In these Terms references to:

2.1.1 “you” and “your” shall mean:

- (a) the individual accessing the Indices Pages and the Indices Materials; and
- (b) the Identified Entity (as defined in Clause 2.2),

except in relation to Clause 2.2 where “you” and “your” shall mean only the individual accessing the Indices Pages and Indices Materials; and

2.1.2 “the LLMA” shall mean the Life and Longevity Markets Association.

2.2 Please read these terms of use carefully prior to accessing and using the Indices Pages and/or the Indices Materials. By accessing the Indices Pages and/or any of the Indices Materials, you confirm that you:

2.2.1 are acting:

- (a) in the course of your business, trade or profession and not in your personal capacity (including as a consumer);
- (b) on behalf of the entity or organisation identified by you in the log-in form (“Identified Entity”);

2.2.2 are authorised to accept these terms of use on your own behalf and on behalf of the Identified Entity; and

2.2.3 accept these terms of use and agree to abide by them on your own behalf and on behalf of the Identified Entity.

2.3 If any of the statements above are incorrect, please refrain from accessing the Indices Pages and/or any of the Indices Materials.

3. Accessing the Indices Pages

3.1 The Indices Pages and all text, graphics, images, software, information and any other materials (including the Indices Materials) made available on the Indices Pages (“Content”) are made available for access and use by you acting in the course of your business, trade or profession and not for your personal use. By accessing and using the Indices Pages and the Content, you acknowledge and agree that you are doing so in the course of your business, trade or profession

and/or the business, trade or profession of each natural or legal person, entity or organisation on whose behalf you act and not in your personal capacity.

- 3.2 The Indices Pages are available only for persons 18 years of age and older. By accessing the Indices Pages you represent that you are 18 years of age or older.
- 3.3 Access to the Indices Pages is permitted on a temporary basis, and we reserve the right at any time without notice to terminate, withdraw, modify or discontinue the Content we provide on, or your access to or use of, the Indices Pages. We will not be liable if for any reason the Indices Pages, the Content or any part of the Indices Pages and/or the Content is unavailable at any time or for any period.
- 3.4 You are responsible for: (a) making all arrangements necessary for you to have access to the Indices Pages; (b) ensuring you have suitable anti-virus software before you download any Content from the Indices Pages; and (c) ensuring that any such Content are compatible with your computer equipment. You are also responsible for ensuring that all persons who access the Indices Pages through your internet connection are aware of these Terms, and that they comply with them.
- 3.5 The Indices Pages and the Content is made available without any charge by the LLMA.

4. Copyright and Trade marks

- 4.1 The LLMA is the owner or the licensee of all intellectual property rights in the Content. All of the Content is protected by various intellectual property laws and treaties around the world. All such rights are reserved. The trade marks on this Indices Pages are trade marks or registered trade marks of the LLMA. The names of other companies and products mentioned on this Indices Pages may be the trade marks of their respective owners.

5. Your Rights and Obligations

- 5.1 The LLMA grants you a limited, non-transferable, revocable right to view the Content for your own use only. You agree that you will not;
 - 5.1.1 use, alter or remove any copyright, trade mark or other proprietary notice of the LLMA or of any other entity or organisation appearing on this Indices Pages;
 - 5.1.2 modify or edit the Content or publish or sell the Content, including but not limited to making the Content available on any other website;
 - 5.1.3 to the maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used on or in connection with this Indices Pages; or
 - 5.1.4 create any links from any other website to the Indices Pages without the LLMA's express prior written permission.
- 5.2 You also agree that you shall not:
 - 5.2.1 sub-license, assign or subcontract any part of your benefits and obligations under the Terms;
 - 5.2.2 use or permit the use of the Indices Pages and/or the Content for any illegal purpose; and
 - 5.2.3 use the Indices Pages and/or the Content in such a manner as would bring us, our organisation and/or business into disrepute.

- 5.3 Use of the Indices Pages and/or the Content other than as permitted by these Terms is strictly prohibited. If you do use the Indices Pages, the Content and/or any part of the Indices Pages and/or Content in breach of these Terms, including copying or downloading any Content in breach of any restriction stated above, your right to use this Indices Pages will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.
- 5.4 If you choose to access the Indices Pages and/or Content from a location outside of England and Wales, you are responsible for complying with local laws relating to such access, including in relation to viewing or using the content of the Indices Pages and/or Content, if and to the extent local laws are applicable. If you access the Indices Pages and/or Content anywhere other than in England and Wales, you are warranting that it is legal for you to view the Indices Pages and/or Content in that jurisdiction and that the terms of this Agreement and your use of the Indices Pages and/or Content comply with all applicable local laws.

6. Access outside of England

- 6.1 The Indices Pages are offered from England. We make no representations or warranties that the Indices Pages are appropriate or available for use in countries outside of England. Visitors who choose to access the Indices Pages from outside of England do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access. ACCESS TO THE INDICES PAGES AND THE USE OF INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THE INDICES PAGES, IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES APPLICABLE LAWS OR REGULATIONS.

7. Third Party Sites

The LLMA may link this Indices Pages to other websites which are not under the control of, or maintained by the LLMA. The LLMA shall not be responsible for the content or operation of such websites.

8. Alterations to these Terms

- 8.1 The LLMA may amend these Terms from time to time and while the LLMA will use its reasonable endeavours to draw to your attention any changes in the Terms since your previous visit to the Indices Pages, the LLMA cannot guarantee to do so. Any such changes will become effective upon posting on the Indices Pages. You agree to be bound by any changes to these Terms when you access the Indices Pages at any time after such modification is posted.

9. Reliance on the Content

- 9.1 While the LLMA will use its reasonable endeavours to ensure that all of the Content is accurate, all Content is provided “as is” and “as available”. The Content is not intended to amount to advice on which reliance should be placed. You use or rely on the Content at your own risk.
- 9.2 We give no guarantees, representations or warranties: (a) as to the accuracy, completeness, currency or availability of the Content; (b) that your access to the Indices Pages will be uninterrupted, secure or error-free; or (c) that the Indices Pages or any Content available on it will be free from defects or viruses.
- 9.3 The LLMA aims to update the Content regularly, and may change the content at any time. The LLMA may suspend access to the Indices Pages, the Content or any part of the Indices Pages and/or Content, or close it indefinitely. Any of the Content may be out of date at any given time, and the LLMA is under no obligation to update the Indices Materials.

10. Limitation of Liability

- 10.1 To the extent permitted by applicable law, we hereby disclaim all conditions, warranties and other terms which might otherwise be implied by law in relation to the Indices Pages and/or the Content, including, without limitation, any implied warranties as to satisfactory quality, merchantability, fitness for any particular purpose or non-infringement.
- 10.2 To the extent permitted by applicable law, we hereby exclude all liability arising under tort (including negligence), contract or otherwise for any damage or loss suffered by you in connection with the Indices Pages and/or the Content, including all liability for:
- 10.2.1 direct loss or damage;
 - 10.2.2 indirect or consequential loss or damage; and
 - 10.2.3 loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, loss of opportunity, wasted management or office time and any other loss or damage of any kind suffered by you, in each case as a result of:
 - (a) use of or inability to use the Indices Pages and/or any Content and/or websites linked to the Indices Pages;
 - (b) failure by us to provide, maintain or update the Indices Pages and/or the Content;
 - (c) any computer virus, bug or other harmful or deleterious material transmitted through the Indices Pages and/or the Content;
 - (d) any inaccurate, incomplete or out of date information available on the Indices Pages and/or any reliance placed on any Content available on the Indices Pages and/or websites linked to the Indices Pages; or
 - (e) any breach by you of these Terms and/or unlawful use by you of the Indices Pages or any Content obtained from it.
- 10.3 To the extent that the exclusions set out in Clauses 10.1 and 10.2 are not enforceable at law, then liability is limited to the fullest extent permitted by law and in no event will our aggregate liability to you exceed £50 for any loss or damage whatsoever connected with the Indices Pages, provided however that nothing in these Terms (including our [Privacy Policy](#)) will affect our liability for death or personal injury arising from negligence or any other liability which cannot be excluded or limited under applicable law.

11. Indemnity

- 11.1 You agree to indemnify, release and hold harmless us, our members, officers and employees and all other third parties connected to us (including without limitation our agents and representatives and any third parties involved in the production of any Content) from and against any and all losses, liabilities, damages, costs and expenses suffered or incurred, including without limitation legal fees, and any and all demands, claims, actions or proceedings which are brought or threatened, in each case arising out of or in connection with any breach by you of these Terms and/or any misuse by you or, the Indices Pages and/or the Content. We may recover such amounts from you on behalf of the persons described in this Clause 11.

12. Waiver of Jury Trial

12.1 YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Viruses, hacking and other offences

13.1 You must not misuse the Indices Pages by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Indices Pages, the server on which the Indices Pages is stored or any server, computer, database or network connected to the Indices Pages. You must not attack our Indices Pages via a denial-of-service attack or a distributed denial-of service attack or damage, interfere with or disrupt access to the Content and/or the Indices Pages or do anything which may interrupt or impair the functionality of the same.

13.2 By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. The LLMA will report any such breach to the relevant law enforcement authorities and the LLMA will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Indices Pages will cease immediately.

13.3 The LLMA will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Indices Pages or to your downloading of any of the Content.

14. Information about you and your visits to the Indices Pages

14.1 We process information about you in accordance with our [Privacy Policy](#), which forms part of these Terms but is contained on a separate webpage for your convenience. By using the Indices Pages, you consent to such processing and you warrant that all data provided by you is accurate.

14.2 We shall not be subject to any obligations of confidentiality regarding submitted information except as outlined in our [Privacy Policy](#) or as otherwise specifically agreed or required by law.

14.3 We reserve the right to monitor and track your visits to the Indices Pages.

15. General

15.1 Save for as set out in Clause 15.2 below, these terms of use do not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person other than you or the LLMA.

15.2 Each third party involved in the production of any of the Content will be a third party beneficiary under these terms of use in relation to Clauses 10 and 11 and will be entitled to enforce those provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.3 Each provision contained in the Terms shall be severable from any other provisions, and if any part of any provision shall be found to be invalid, illegal or void for any reason such invalidity, illegality or void shall not affect any other part of such provision or any other provision contained in the Terms which shall continue to have full force and effect.

15.4 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.5 You acknowledge that any use of the Indices Pages except as expressly permitted by these Terms without the prior written permission of the LLMA will cause irreparable injury for which

monetary damages would not be sufficient, and you consent to entry of immediate and permanent injunctive relief with respect to such unauthorized use.

- 15.6 Except in relation to Restricted Areas which are governed by separate terms of use, these Terms (including the [Privacy Policy](#)) constitute the whole and only agreement and understanding between you and us in relation to the use of the Indices Pages and the Content. Except in case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between you and us with any bearing on the subject matter of these Terms (including the [Privacy Policy](#)) or your use of the Indices Pages and the Content are superseded and extinguished, except insofar as any such thing is expressly stated in these Terms. Except to the extent the law does not permit, all rights and liabilities arising by reason of any such thing, whether accrued or not at the date of your use of the Indices Pages and the Content, as a matter of common law, statute, custom or otherwise (including actions brought in negligence) are cancelled and excluded.
- 15.7 These Terms (including the [Privacy Policy](#)) between you and the LLMA will be governed by English law. You agree that any dispute or legal proceeding in relation to this Indices Pages shall be brought exclusively in the courts of England. Notwithstanding the foregoing, the LLMA may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property or proprietary rights.

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