

TERMS OF USE

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN YOUR USE OF THIS WEBSITE (www.llma.org) (THE “SITE”) OWNED AND OPERATED BY THE LIFE AND LONGEVITY MARKETS ASSOCIATION (COLLECTIVELY “THE LLMA”, “WE”, “US” “OUR”). IF YOU DO NOT AGREE TO THESE TERMS (WHICH INCLUDE OUR [PRIVACY POLICY](#)), DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THE SITE. YOUR USE OF THE SITE MEANS THAT YOU AGREE TO ABIDE BY THE TERMS BELOW. IN THESE TERMS “YOU” AND “YOUR” MEANS: (A) EACH NATURAL OR LEGAL PERSON WHO USES OUR WEBSITE; AND (B) EACH NATURAL OR LEGAL PERSON, ENTITY OR ORGANISATION ON WHOSE BEHALF YOU ACT.

FOR THE AVOIDANCE OF DOUBT, CERTAIN PAGES OF THE SITE HAVE RESTRICTED ACCESS (THE “RESTRICTED AREAS”) AND CONTENT LOCATED IN SUCH RESTRICTED AREAS ARE GOVERNED BY SEPARATE SETS OF TERMS AND CONDITIONS. THE TERMS AND CONDITIONS GOVERNING ACCESS TO A PARTICULAR RESTRICTED AREA WILL BE ACCESSIBLE BY CLICKING ON THE LINK TO THE RELEVANT RESTRICTED AREA.

1. Information about us

This website is 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. Accessing the Site

- 2.1 The Site and all text, graphics, images, software, information and any other materials made available on the Site (“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 Site and the Content, you acknowledge and agree that you are doing so strictly 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.
- 2.2 The Site is available only for persons 18 years of age and older. By using the Site you represent that you are 18 years of age or older.
- 2.3 Access to the Site 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 Site. We will not be liable if for any reason the Site, the Content or any part of the Site and/or the Content is unavailable at any time or for any period.
- 2.4 You are responsible for: (a) making all arrangements necessary for you to have access to the Site; (b) ensuring you have suitable anti-virus software before you download any Content from the Site; 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 Site through your internet connection are aware of these Terms, and that they comply with them.
- 2.5 The Site and the Content is made available without any charge by the LLMA.

3. Copyright and Trade marks

- 3.1 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 Site are trade marks or registered trade marks of the LLMA. The names of other companies and products mentioned on this Site may be the trade marks of their respective owners.

4. Your Rights and Obligations

4.1 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:

- 4.1.1 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 Site;
- 4.1.2 modify or edit the Content or publish or sell any of the Content, including but not limited to making the Content available on any other website;
- 4.1.3 to the maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used on or in connection with this Site; or
- 4.1.4 create any links from any other website to the Site without the LLMA's express prior written permission.

4.2 You also agree that you shall not:

- 4.2.1 sub-license, assign or subcontract any part of your benefits and obligations under the Terms;
- 4.2.2 use or permit the use of the Site and/or the Content for any illegal purpose;
- 4.2.3 reproduce or re-transmit any part of the Site and/or the Content in any form without our prior written consent (except to the extent expressly provided in these Terms); and
- 4.2.4 use the Site and/or the Content in such a manner as would bring us, our organisation and/or business into disrepute.

4.3 Notwithstanding Clause 4.1 above, you may:

- 4.3.1 download extracts, and print off one copy, of any page(s) from the Site,
- 4.3.2 download and print off one copy, of any Content,

for your own reference and use only. You must not access and use the Site, the Content and/or any part of the Content in order to make or derive any commercial use or benefit, without first obtaining a licence to do so from us.

4.4 Use of the Site and/or the Content other than as permitted by these Terms is strictly prohibited. If you do use the Site, the Content and/or any part of the Site 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 Site will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

5. Third Party Sites

The LLMA may link this Site 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.

6. Access outside of England

6.1 The Site is offered from England. We make no representations or warranties that the Site is appropriate or available for use in countries outside of England. Visitors who choose to access the Site 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 SITE AND THE USE OF INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THE SITE, IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES APPLICABLE LAWS OR REGULATIONS.

7. Alterations to these Terms

7.1 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 Site, the LLMA cannot guarantee to do so. Any such changes will become effective upon posting on the Site. You agree to be bound by any changes to these Terms when you access the Site at any time after such modification is posted.

8. Reliance on the Content

8.1 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.

8.2 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 Site will be uninterrupted, secure or error-free; or (c) that the Site or any Content available on it will be free from defects or viruses.

8.3 The LLMA aims to update the Content regularly, and may change the content at any time. The LLMA may suspend access to the Site, the Content or any part of the Site 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 Content.

9. Limitation of Liability

9.1 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 Site and/or the Content, including, without limitation, any implied warranties as to satisfactory quality, merchantability, fitness for any particular purpose or non-infringement.

9.2 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 Site and/or the Content, including all liability for:

9.2.1 direct loss or damage;

9.2.2 indirect or consequential loss or damage; and

9.2.3 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 Site and/or any Content and/or websites linked to the Site;

(b) failure by us to provide, maintain or update the Site and/or the Content;

(c) any computer virus, bug or other harmful material transmitted through the Site and/or the Content;

- (d) any inaccurate, incomplete or out of date Content available on the Site and/or any reliance placed on any Content available on the Site and/or websites linked to the Site; or
- (e) any breach by you of these Terms and/or unlawful use by you of the Site or any Content obtained from it.

9.3 To the extent that the exclusions set out in Clauses 9.1 and 9.2 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 Site, 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.

10. Indemnity

10.1 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 Site and/or the Content. We may recover such amounts from you on behalf of the persons described in this Clause 10.

11. Waiver of Jury Trial

11.1 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.

12. Viruses, hacking and other offences

12.1 You must not misuse the Site 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 Site, the server on which the Site is stored or any server, computer, database or network connected to the Site. You must not attack our site 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 Site or do anything which may interrupt or impair the functionality of the same.

12.2 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 Site will cease immediately.

12.3 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 Site or to your downloading of any of the Content.

13. Information about you and your visits to the Site

13.1 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 Site, you consent to such processing and you warrant that all data provided by you is accurate.

13.2 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.

13.3 We reserve the right to monitor and track your visits to the Site.

14. General

14.1 Save for as set out in Clause 14.2 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.

14.2 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 9 and 10 and will be entitled to enforce those provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.3 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.

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

14.5 You acknowledge that any use of the Site 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.

14.6 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 Site 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 Site 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 Site and the Content, as a matter of common law, statute, custom or otherwise (including actions brought in negligence) are cancelled and excluded.

14.7 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 Site 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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