

Legal Terms and Conditions of Use

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2. User Generated Content

- **2.1 User Content.** We offer you the opportunity to comment on and engage in discussions regarding articles, companies and various topics. Any content, information, graphics, audio, images, and links you submit as part of creating your profile or in connection with any of the foregoing activities is referred to as "User Content" in this Agreement and is subject to various terms and conditions as set forth below.
- **2.2 Cautions Regarding Other Users and User Content.** You understand and agree that User Content includes information, views, opinions, and recommendations of many individuals and organizations and is designed to help you gather the information you need to help you make

your own decisions. Importantly, you are responsible for your own investment decisions and for properly analyzing and verifying any information you intend to rely upon. We do not endorse any recommendation or opinion made by any user. We do not routinely screen, edit, or review User Content. However, we reserve the right to monitor or remove any User Content from the website at any time without notice. You should also be aware that other users may use our website for personal gain. As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.

- **2.3 Grant of Rights and Representations by You.** If you upload, post, or submit any User Content on our website, you represent to us that you have all the necessary legal rights to upload, post, or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting, or submitting information on the website, you grant the Society, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate you. You also grant us the right to authorize the use of User Content, or any portion thereof to other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on the website and to allow users to request access to your User Content, such as for example through an RSS Feed.
- **2.4 We may also remove any User Content for any reason and without notice to you.** This includes all materials related to your use of our website or membership, including email accounts, postings, profiles, or other personalized information you have created while on our website.

3. **Use of Links and Logos**

You do not need to request permission to create a text link from your website to the Society website. However, the information on this website is protected by copyright. The Society logo and the CFA Institute logo are registered trademarks and their use by third parties is not permitted without a written agreement.

4. **Liability**

The Society makes no representations about the accuracy, reliability, completeness, or timeliness of the material on this website or about the results to be obtained from using the website. You use the website and its material at your own risk. Changes are periodically made to the website and may be made at any time.

This website and its material are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, the Society hereby expressly disclaims all warranties, including

the warranty of merchantability, non-infringement of third-party rights, and the warranty of fitness for particular purpose. In no event shall the Society be liable for any damages whatsoever resulting from the use or inability to use material on this website or sites linked to this website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Society is advised of the possibility of such damages.

By using this website, you agree to defend, indemnify, and hold harmless the Society, its officers, directors, employees, and agents from and against any and all losses, claims, damages, costs, and expenses (including reasonable legal and accounting fees) that the Society may become obligated to pay arising or resulting from your use of the site material or your breach of these terms and conditions.

5. Compliance with Laws

The programs and services offered by the Society, including those made available on our website, are subject to applicable laws and regulations, which may include U.S. export control and sanctions. By accessing any portion of the Society website, registering for a Society program, or purchasing any goods or services offered by the Society, you acknowledge and agree to abide by applicable law, including U.S. export control and sanctions laws and regulations (which may require you to refrain from purchasing, accessing, extracting, or transferring any information or products contrary to U.S. export control and sanctions laws). Find more information on the sanctions issued by visiting the Office of Foreign Asset Control website.

6. Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA), all notices of alleged copyright infringement on the Society website or affiliated sites must be sent to the Society designated agent:

CFA Society Nigeria

Plot 17, Block 122
Adewale Kolawole Crescent
Lekki Residential Scheme 1
Oniru, Lekki, Lagos
Nigeria

info@nigeria.cfasociety.org

To be effective under the DMCA, the notice must be a written communication and must include all of the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other exclusive intellectual property right

- Identification of the work claimed to have been infringed
- Description and location of the material that is claimed to be infringing
- Contact information for the complaining party such as a mailing address, telephone number or e-mail address
- A statement that the complaining party has a good faith belief that use of the material is not authorized by the copyright owner, its agent, or by law
- A statement, made under penalty of perjury, that the information is accurate and that the complaining party is authorized to act on behalf of the copyright owner

7. **General**

These terms and conditions are governed by the substantive laws of the Federal Republic of Nigeria, without respect to its conflict of laws principles. Any action or proceeding arising from or relating to the use of this website shall be brought and maintained only in a court in Nigeria, and you consent to the personal jurisdiction of these courts. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. No waiver of any of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere in our website, these terms and conditions constitute the entire agreement between you and the Society with respect to the use of our website. Any changes to these terms and conditions must be made in writing, signed by an authorized representative of the Society.