

ClientConnect Access Agreement Terms of Use

Date: 08/08/2014
Version: 0.7

ClientConnect Terms of Use

Last Updated: August, 2014

1. Introduction

Welcome to ClientConnect, a website (the “ClientConnect Service” or the “Service”) which is intended to serve as delivery channel for information and documents related clients’ accounts, operated by the European Investment Bank (hereinafter referred to as “EIB” or “we”).

Please read these Terms of Use carefully before using the Service.

By using the ClientConnect Service, you as the user of the ClientConnect Service (hereafter referred to as the “User” or “you”), signify your agreement to these Terms of Use (hereinafter referred to as “Terms of Use”). If you do not agree to these Terms of Use, you may not use the ClientConnect Service. EIB reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time.

Any such change, modification, addition, or deletion takes effect after five (5) calendar days following the posting of such notice on this website. Therefore, we encourage you to check the date of ClientConnect Service Terms of Use whenever you visit the site. If you don’t agree to the content of Terms of Use, you should immediately stop using ClientConnect Service.

2. House Rules

As a user of ClientConnect Service you are granted a nonexclusive, non-transferable, worldwide, revocable, limited right to access and use ClientConnect Service and content in accordance with these Terms of Use.

Using ClientConnect Service does not give you ownership of any intellectual property rights in our services or the content you access.

You may not assign your license to ClientConnect Service or any part of, in any format to any third party without the prior and formal consent of EIB or any person authorised by EIB.

To the extent that the Service provides the User an opportunity to access information, materials, data, files (“User Content”), you hereby represent and warrant that you have all necessary rights in and to all User Content you access and all information contained therein. By registering to use the Service, you understand and acknowledge that EIB retains an irrevocable, royalty-free, worldwide license to use and copy such content for the purpose of providing the relevant ClientConnect Service for which you have registered.

3. Your registration obligations

To obtain and use the ClientConnect Service, you will be required to register with ClientConnect by completing a registration form and then to use the user ID and password assigned to you by EIB. When registering with ClientConnect you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, EIB assumes no responsibility and does not respond for the consequences that problems cause in this respect. EIB may suspend or terminate your account and reject any current or future use of the Service (or any portion thereof).

You may not authorize any third party to access or use the Services on your behalf. You are responsible for maintaining the confidentiality of the user ID and password, and are fully responsible for all activities that occur under your user ID or password. You agree to immediately notify EIB of any unauthorized use of your user ID or password or any other breach of security. EIB will not be held liable for any loss or damage arising from any unauthorized use of your account.

You may not republish information from ClientConnect, except for reasonable copying, printing or distribution in the course of your official duties. The EIB may monitor, track and record your activities on ClientConnect.

You shall notify the EIB whenever a registered user leaves the organization or changes roles such that an authorization change is required.

4. Disclaimer

All services in the ClientConnect site are provided "As is" and without warranties of any kind. We disclaim all warranties, whether express or implied, including the warranties that the site and content are free of defects, virus free, and able to operate on an uninterrupted basis, that they will meet your requirements, or that errors will be corrected, and the implied warranties that the site and content are satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing, unless such implied warranties are legally incapable of exclusion.

EIB takes no responsibility for damages and non-performance caused by unforeseeable, insurmountable, or unavoidable events including without limitation: case of force majeure, strike or labour dispute, war or other violence, fire or other casualty, or any law, order or requirement of any governmental agency or authority.

EIB is not responsible for any losses or damages of whatever nature that may have been caused by using ClientConnect Service, including without limitation any indirect, consequential, special, incidental damage arising out of, based on, or resulting from your use of ClientConnect Service.

5. Privacy

EIB complies with European data protection rules. Information on privacy and data protection is available at the following link: <http://www.eib.org/infocentre/privacy.htm> .

Your use of the ClientConnect Service signifies acknowledgment of and agreement to the EIB privacy and data protection policy mentioned above.

We use various technologies to collect and store information when you use the ClientConnect Service, and this may include sending one or more cookies or anonymous identifiers to your device. A "cookie" is a small piece of text sent to your browser by a website you visit. It helps the website to remember information about your visit, like your preferred language and other settings.

By using the ClientConnect Service, you agree to our use of cookies.

6. Consent to electronic communications and solicitation

By registering with ClientConnect, you understand that EIB may send you communications or data from EIB regarding its services, including but not limited to (i) notices about your use of the ClientConnect Service including any notices concerning violations of use, (ii) updates, and (iii) promotional information and materials regarding EIB's products and services, via electronic mail.

7. Indemnification

You agree to indemnify and hold harmless, EIB to and from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you.

8. Termination

EIB reserves the right to terminate without notice your password, account or use of ClientConnect Service and delete any data within ClientConnect Service, in our sole discretion, in case of violation of these Terms of Use. You may terminate your user account upon notice to EIB at any time. Upon termination by EIB or at your direction, you may request a file of your data, which EIB will make available for free. You must make such request in writing at the notification of termination to receive

such file. Otherwise, EIB shall have no obligation to maintain any data stored in your account or to forward any data to you.

9. Governing Law and Submission to Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Luxembourg. You expressly agree that exclusive jurisdiction for any claim or dispute with EIB or relating in any way to your use of the Service resides in the courts of Luxembourg and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Luxembourg in connection with any such dispute including any claim involving EIB.

10. General provisions

If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

Any claim related to the ClientConnect Service must be brought within one year after the cause of action has accrued under applicable law.

The failure of EIB to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

11. Contacts

If you have any questions regarding these Terms of Use or do not feel that your concerns have been addressed, please direct your questions to webmaster services using the link:

clientconnect-helpdesk@eib.org
