

# Terms & Conditions – Agreement governing [www.i-Performance-Analysis.com](http://www.i-Performance-Analysis.com)

As a condition of use, the User of i-Performance-Analysis.com (i-P-A.com) agrees:

## **Intellectual Property**

The content and design of this site and any material e-mailed to you or otherwise supplied to you in conjunction with this site are the intellectual property of i-P-A.

Such material may not be reproduced or downloaded without the written permission of i-P-A.com except for personal use. Moreover, without limiting the generality of the foregoing, it is forbidden to reproduce, alter, modify, adapt or incorporate the content of this site, in whole or in part, for use in other documents or in another website, or to distribute or transmit it to the public by any means, including, without any limitations, through any newsgroup, mailing list, electronic bulletin board, server or other storage device connected to a network, in electronic or print form, without the prior written authorisation of i-P-A.

It is forbidden to remove the copyright, trade-mark or other proprietary notice from any copies of the site made under these terms. This equally applies to third parties information referenced on this site.

Any materials or references within the website utilise the recognised authors / company names, or market acronyms, or terms / notation wherever possible. All information is available in the public domain and regularly used by the asset management industry.

## **General**

Our site may, in the future, be advertiser or sponsor supported to bring you free content. In this case, i-P-A may elect to track User traffic patterns generally throughout the site. This helps us to better understand what pages our site visitors are viewing most while on our site so we can continue to improve our site content.

Any views expressed on this website are strictly those of the site authors and do not reflect those of any organisations the site authors are associated with or employed by.

The express desire of this website is to provide relevant and accurate information with regards to the subject matters covered. The site authors do not engage in the provision of legal or financial advisory services with this website.

I-P-A.com reserves the right to make any and all changes to this website at its sole discretion without notice to Users. I-P-A.com reserves the right to deny all and any access to this website, to any Users and at any time.

Users of the website do so at their own risk. Any material or information used is done so with the acceptance that Users are under no influence to rely on the site's material. Reliance upon any such material, opinion, advice, statements, or other information shall also be at the Users own risk. Neither I-P-A.com nor its affiliates or sponsors or content providers shall be liable to any User or anyone else for any inaccuracy, error or omission. Computer virus, compatibility issues, communication line failure and other technical malfunctions, regardless of cause are expressly outwith any liability accepted by i-P-A.com

Links to other third-party websites fall within the Terms and Conditions of the respective websites. Privacy statements of third party websites is equally outwith the remit of i-P-A.com. i-P-A accepts no liability for third party sites or links to them continuing ad infinitum.

Financial advised is not a service offered by i-P-A.com. Therefore nothing contained in this website is expressly expected, intended to be, nor expected to be construed as investment advice.

Users specifically acknowledge and agree that I-P-A.com is not liable for any conduct, nor comments made, by any User. Users agree that any comments or views provided to i-P-A may be published on the website.

I-P-A.com retains the right, at its sole discretion, to modify, alter, add or remove content of the website and change terms of this agreement without notice and at any time and with immediate effect.

The website is participating in Google's AdSense and also uses Google's other business related options. Please see Google.com for Terms and Conditions.

## **Privacy policy statement**

i-P-A.com is committed to fair information practices that are designed to protect your privacy. We take our privacy obligations seriously and will use personal information collected from you responsibly and in accordance with the guidelines outlined.

i-P-A.com is an independent forum dedicated the investment performance and portfolio risk analysis area within the asset management industry. We welcome visitors to our site however are also dedicated to providing a quality service to our members. In order to provide this we collect personal information when you join i-P-A.com, including your name, address, email address, company name and phone number. I-P-A.com does not take part in un-solicited cold call phone initiatives. Information gathered allows i-P-A.com to service Users' needs better.

No personal information is gathered via cookies. Note that most web browsers are set by default to accept cookies. They are small, innocuous text files that websites use to remember certain information, or preferences, that you provide. This information is saved on "your" computer's hard drive as a unique id that identifies your browser (not you) when you visit a site that uses cookies. A cookie file can contain information that is useful to site operators for a variety of reasons that serve both the customer and visitor. It may store items like your User ID or other personal information that you supply. A cookie can not read data on your hard disk or read information in cookie files created by other sites. Cookies can be turned off in your browser, but doing so may limit your ability to participate in certain activities provided by a site.

It is the general policy of the author(s) of this website to recognize and protect the privacy of its Users.

This website does not capture or collect personal information about readers or Users unless information is provided voluntarily (for example, when submitting information on "membership" or via "QA Contacts". The personal information collected is treated as 'confidential & personal' and is not freely distributed to any other parties.

It is possible at any time to unsubscribe from the newsletter and guestbook entries will be deleted upon request, via QA Contacts. I-P-A will send a confirmation to the Users e-mail account, within 5 working days, when notice to unsubscribe is received.

All personal information is kept securely.

#### **Notice about Copyright and Trademark**

This website is for the User's personal use only and not for commercial purposes.

Third-party content providers and are protected by international copyright law. All rights reserved.

Trademarks/Logos are the property of their respective owners.

If a User downloads any material, the User must keep all copyright and other notices intact. The right to use it is not transferable to any other person or entity.

All links to other providers and products are submitted by the author, if specific software, material or references violates the copyright or registered trademark, please contact i-P-A and we will remove it as soon as possible.

i-P-A copyright 2007 -9 by IP Labs Ltd

#### **Limitation of Liability**

I-P-A does not accept any liability for any error or omission. As a condition of use of the website, the User agrees that under no circumstances, including, but not limited to, negligence, shall I-P-A.com, or its associated affiliates shall be liable for direct legal or any other indirect, incidental, unique, circumstantial, special, punitive or consequential damages that result from the use of, or the lack of ability to use, I-P-A.com's website or materials (either downloaded or purchased).

The information provided in this site is provided on an "as seen" basis, without warranties of any kind. No warranty, express or implied, is given as to accuracy or completeness.

Users also recognize and accept that i-P-A.com, representatives and employees shall not be liable for any damage resulting from faulty computer components, software or communication links, related to the loss or non-existence of communications capability or related to faulty, incomplete or incomprehensible transmission or to a transmission erased by any computer or network.

Users specifically agree that I-P-A.com is not liable for any conduct of any other User.

#### **Governing Law and jurisdiction**

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England & Wales. The parties irrevocably agree that the courts of England & Wales have exclusive jurisdiction over any dispute which may arise out of or in connection with these Terms and Conditions or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the England & Wales courts.

#### **Job Role Advertising**

The Site owners remain independent of any other body who may select to advertise on the Site. The Site owners, or it's employees or affiliates, will make no representations that will call into question the independence of i-performance-analysis ltd or [www.i-performance-analysis.com](http://www.i-performance-analysis.com)

The Site owner may select to send out "job alerts" to the whole or part of its Database. "Job Alerts" will take the form of an e-mail alert.

Personal data about the User as defined in Data Protection Act 1998 Act may be retained and processed by the Site owner

The Site owners will make to representations, nor perform checks as to the credentials, abilities, assertions, credibility, personal status, asylum status, criminal records, experience, qualifications, of any personal that may apply to any roles as advertised by the Advertiser

The Advertiser, not the Site owner, remains responsible for the appropriateness of the advertising material under their name, at all times. This excludes the hosting of the Site and the Site itself.

The Site owners are not in the recruitment sector as a main business activity. The Site makes no provisions for the Working Time Regulations 1998, the Employment Agencies Act 1973 or the Disability Discrimination Act 1995.

In order to protect the confidentiality and trade secrets of the Advertiser and Site owners, all parties agree to undertaking every other duty to keep secret all information given to it or gained in confidence.

Parties and Users agree not at any time to make any copy, abstract, extract, summary or precise of the whole or any part of any document or other material belonging to the Advertiser or Site except when required to do so in the course of its duties. In this event any such item shall belong to the Advertiser as appropriate.

The Site owners will not keep, copy, abstract, extract, precise or distribute the whole or any part of any CV passed onto the Site owners in error

i-P-A does not guarantee that any potential employer or client will ask for a candidate's information, ask to interview a candidate or hire a candidate, or that any candidates will be available or will meet the needs of any employer or client. I-P-A cannot guarantee that any employer or client will keep confidential any candidate information or data provided to the potential employer or client. I-P-A assume no responsibility in respect of the existence or availability of any appointment advertised on the Site.

i-P-A makes no representation or warranty as to the final terms and duration of any appointment obtained through its Site. i-P-A is only an advertising vehicle for other business entities.



i-Performance-Analysis Ltd

Registered in England & Wales no. 6357873

VAT number: 918715307

Copyright 2007-9. All rights reserved

The above terms and conditions refer to usage of the [www.i-performance-analysis.com](http://www.i-performance-analysis.com) website. They can be found at

**<http://i-performance-analysis.com/ipatermsandconditions.pdf>**

**[i-P-A Ltd Terms & Conditions](http://i-performance-analysis.com/IPALTDTERMSCONDITIONS.pdf) can be found at <http://i-performance-analysis.com/IPALTDTERMSCONDITIONS.pdf>**

**All Engagements and contractual arrangements are entered into on the basis of these i-P-A Ltd Terms and Conditions**