

## IFC ScaleX Website Terms of Use

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### **Acceptance of the Terms of Use**

Welcome to the website of **IFC ScaleX** operated by International Finance Corporation ("**IFC**", "**we**" or "**us**"). The following terms and conditions, together with any documents expressly referred to within (collectively, "**Terms of Use**"), explain how you may access and use this site and/or any related site (such as a related mobile application) that links to this site, including any content, functionality and services offered on or through the site(s) (the "**Site**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Site. **By using the Site or otherwise indicating your consent, you accept and agree to be bound by and comply with these Terms of Use and our Privacy Policy, found at [www.ifc.org/ScaleX](http://www.ifc.org/ScaleX) and Copyright Statement, found at [www.ifc.org/ScaleX](http://www.ifc.org/ScaleX).** If you do not agree to these Terms of Use, the Privacy Policy and/or Copyright Statement, you must not access or use the Site.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time. Our revised Terms of Use will be posted on the Site and your continued use of the Site following such changes means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Site**

We may withdraw or amend this Site, and any service or material we provide on the Site, at any time as we see fit. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection or device are aware of these Terms of Use and comply with them.

You acknowledge you use the Site at your own initiative and are responsible for compliance with local laws where they apply.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information

you provide on the Site is correct, current and complete. You are responsible for making sure that your password and any other account details are kept secure and confidential.

We are not obliged to permit anyone to register with the Site and have the right to refuse registration or disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Information About You and Your Visits to the Site**

Your privacy and personal information are important to us. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, and all information we collect on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions we take with respect to your information consistent with our Privacy Policy.

### **Intellectual Property Rights**

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### **Screen Scraping**

The use of automated systems or software to extract data from the Site or [www.ifc.org/ScaleX](http://www.ifc.org/ScaleX) for commercial purposes, ('screen scraping') is prohibited unless the third party has directly concluded a written license agreement with IFC in which IFC permits access to the Site's content for an agreed purpose.

### **Trademarks**

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### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable national, state, provincial, local or international law or regulation (including, without limitation, any laws regarding the export of data or software).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate IFC, an IFC employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any such persons or entities).

- To engage in any other conduct that restricts or prevents anyone's use or enjoyment of the Site, or which, as determined by us, may harm IFC or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

### **User Contributions**

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons, or to engage in discussions with such users or persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates, business partners and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates, business partners and

service providers, and each of their and our respective licensees, successors and assigns.

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not IFC, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.

### **Monitoring and Enforcement; Termination**

We have the right but not the obligation to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for IFC.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the above, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS IFC AND ITS AFFILIATES, BUSINESS PARTNERS, LICENSEES AND SERVICE PROVIDERS, INCLUDING THE WORLD BANK, ITS MEMBERS, ITS PARTNERS, VOLUNTEERS OR CONTRACTORS, FROM ANY LOSS, CLAIM OR LIABILITY RESULTING FROM ANY ACTION TAKEN BY ANY SUCH PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot ordinarily review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by

any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

The content standards below (collectively, “**Content Standards**”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable national, state or provincial, local and international laws and regulations. In addition, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please see our [Copyright Statement](#) for instructions on sending us a notice of copyright infringement.

### **Reliance on Information Posted**

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### **Changes to the Site**

We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

### **Linking to the Site and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party Sites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party Sites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Site**

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The display of any link and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Sites.

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**Events Beyond our Control**

We are not liable to you if we fail to comply with these Terms of Use because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

### **Governing Law and Jurisdiction**

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the District of Columbia, United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction).

You agree that any legal suit, action or proceeding arising out of, or related to, these Terms of Use, the Privacy Policy or the Copyright Statement or the Site shall be instituted exclusively in the federal courts of the United States located in Washington, D.C. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver by IFC of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of IFC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Preservation of Immunities**

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### **Rights of Third Parties**

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Thank you for visiting the Site.