

Website Terms of Use and Privacy Notice

1 INTRODUCTION

The International Climate Finance Accelerator Luxembourg Initiative ASBL (the “**Association**”) and the International Climate Finance Accelerator Luxembourg SARL (the “**Company**”), hereafter jointly referred to as the “**Initiative**”, were incorporated in 2018 and are organized under the laws of Luxembourg.

In the context of its mission, the Initiative collects and processes personal data through its websites located at www.acceleratingimpact.org, www.icfa.lu, and/or www.isfa.lu (the “**Sites**”). The Sites is governed by these terms of use and privacy notice (the “**Terms**”).

These Terms inform you about how we collect and process your personal information. We will detail the reasons (legal basis) for collecting your personal data, the purposes for which it is collected and the rights you have over your personal data and how you can exercise them.

By accessing the Sites, by contacting us via contact forms on our Sites, or by contacting us via our contact emails, i.e., contact@acceleratingimpact.org, info@icfa.lu, or info@isfa.lu (the “**Contact Emails**”), you necessarily agree to these Terms.

When we say “we” or “us” in these Terms, we mean the Initiative.

2 SERVICES PROPOSED BY THE INITIATIVE

The services which are offered by the Initiative (e.g. tailor-made support services, personalised coaching, support in fundraising, etc) as presented on the Sites, and for which you may contact us via our Contact Emails, are only proposed to promoters or managers of investment vehicles worldwide.

3 NO OFFER OR SOLICITATION

Use and content of the Sites is for informational purposes only. None of the information provided through the Sites constitutes an investment advice of any kind. Nothing in the Sites shall be considered as a solicitation or offer to buy or sell any transferable security or other financial instrument.

Nothing in this Sites or use of its content shall be interpreted as giving rise to or forming the basis of a contract, commitment or obligation, notably when contacting us via the Contact Emails.

4 SITES CONTENT

All content accessible within the Sites (including without limitation, the ‘look and feel’ of the Sites, all text, formatting, graphics, logos, images, audio, and other content, as well as all trademarks) belongs to us or to other parties who have consented a license for such use in accordance with applicable copyright law.

You are not entitled to copy, reproduce (even via framing or deep-link), transmit, alter, publish, distribute, or create derivative works from the Sites or its content (except for limited personal use in private copying).

Trademarks and brand names may be used only with prior written permission from the Initiative.

5 CONTACT EMAILS INFORMATION AND CONFIDENTIALITY

To the extent possible when contacting us via our Contact Emails, please do not send any request to us that you consider contains confidential or proprietary information. Any request, or any attachment of any sort transmitted by you with such request will thus be considered as non-confidential and non-proprietary by the Initiative when analysing your request.

Despite the previous paragraph and except for information provided by Contact Emails, neither you nor the Initiative shall at any time disclose to any person, firm or company whatsoever any information relating to the business, investments, finances or other matters of a confidential nature of which such may hereunder or otherwise become or have become possessed and shall use all reasonable endeavours to prevent any such disclosure.

Those terms shall not apply to:

- any information if such information is or becomes available to the public, other than through a breach of these Terms;
- any information which you and the Initiative agree in writing may be disclosed; or
- any information that is required to be disclosed in accordance with any ruling of a governmental or regulatory whether or not the requirement has the force of law or in accordance with any ruling by a court of competent jurisdiction or court or by mandatory law.

6 DATA PROTECTION

6.1 COLLECTED DATA

As visitor of the Sites, you acknowledge that the Initiative, with contact details accessible at Legal Notice may collect and process, as data controller, personal data, such as your IP address and email address (when contacting us) (the “Personal Data”).

Your IP address will only be analysed for identification in the event of your unlawful or fraudulent use of the Sites.

To the extent possible when sending us a request via our Contact Emails please do not include any sensitive personal data (e.g. related to political opinion, religious or philosophical convictions, trade union membership, etc.) from you or other related person in the content or attachment of your request.

Therefore, if you deliberately include such sensitive personal data in the content or attachment of your request, you acknowledge that the Initiative may have a usage of such type of data when analysing your request.

6.2 PURPOSES AND LEGAL GROUNDS

The Initiative will only process your Personal Data for purposes related to the management of your request sent to our Contact Emails.

Thus, the grounds for such processing of your Personal Data are that such processing can be:

- necessary for the performance of pre-contractual steps when entering into discussions with you based on our offer of services,
- necessary for satisfying the Initiative's legitimate interests such as seeking maximum efficiency (including administrative, organisational and IT efficiency) of the Sites and providing you with our services.

6.3 RECIPIENTS

Your Personal Data are or may be transmitted to the following recipients by the Initiative to the extent that the Initiative deems such disclosure or transmission to be necessary or desirable for satisfying the management of your request:

- The authorized staff of the Initiative or of any affiliated entity (including agents or persons acting on behalf of the Initiative or any parent company);
- The authorized staff of our website hosting partner.

6.4 HOSTING

Please note that your Personal Data will be stored in servers located within the European Union.

6.5 RETENTION

The Initiative will only retain your Personal Data for the period necessary to fulfil the purposes for which it was collected, and, afterwards, for the duration of our potential business relationship that may derived from your initial request to benefit from one or several of our offered services, subject to the situations where the applicable laws require that such personal data can be retained for a certain period of time after the termination of the business relationship with any user and subject, as the case may be, to other specific purposes, such as the compliance with legal or regulatory obligations to which the Initiative may be subject to, or the establishment, exercise or defence of legal claims.

6.6 RIGHTS

Subject to the conditions of the applicable data protection legislation, any user of the Sites whom Personal Data have been collected by the Initiative based on the provisions of those Terms may request from the Initiative any of the following:

- right to access their Personal Data (i.e., the right to obtain from Initiative confirmation as to whether or not personal data concerning the user are being processed, and, where that is the case, access to the personal data and relevant information in that regard),
- rectification of their Personal Data (i.e., the right to obtain from Initiative without undue delay the rectification of inaccurate personal data concerning the user and taking into account the purposes of the processing, the right to have incomplete personal data completed),
- erasure of their Personal Data,
- restriction of the processing of their Personal Data (i.e., the marking of stored personal data with the aim of limiting their processing in the future);
- right to object to the processing of their Personal Data (i.e., the right to object, on grounds relating to the user's particular situation, at any time to processing of personal data concerning him or her which is based on satisfying the legitimate interests pursued by Initiative. Should this right be exercised, Initiative shall no longer process the Personal Data unless Initiative demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the user or for the establishment, exercise or defence of legal claims);
- where relevant, right to request the portability of their Personal Data (i.e., the user is allowed to receive personal data concerning them which they has provided to the Initiative on the basis of their initial request via the Sites, in a structured, commonly used, machine-readable format, and to transmit it to another controller).

The user may exercise such rights by written instruction to be sent to: legal@acceleratingimpact.org.

The user is also entitled to address any claim relating to the processing of their Personal Data carried out by Initiative to the relevant data protection supervisory authority (i.e. in Luxembourg, the "Commission Nationale pour la Protection des Données").

7 COOKIES

We may implement cookies when a user is visiting the Sites. A cookie is a piece of text sent by our servers and stored on your device containing information about your use of a website.

We only use cookies in order to make the Sites work more efficiently, as well as to provide information to us regarding the following types of cookies:

- Session & Security (essential): Authenticate users, protect user data and allow the website to deliver the services users expects, such as maintaining the content of their cart, or allowing file uploads. The website will not work properly if you reject or discard those cookies.
- Preferences (essential): Remember information about the preferred look or behaviour of the website, such as your preferred language or region. Your experience may be degraded if you discard those cookies, but the website will still work.
- Interaction History (optional): Used to collect information about your interactions with the website, the pages you've seen, and any specific marketing campaign that brought you to the website. We may not be able to provide the best service to you if you reject those cookies, but the website will work.
- Advertising & Marketing (optional): Used to make advertising more engaging to users and more valuable to publishers and advertisers, such as providing more relevant ads when you visit other websites that display ads or to improve reporting on ad campaign performance. Note that some third-party services may install additional cookies on your browser in order to identify you. You may opt-out of a third-party's use of cookies by visiting the [Network Advertising Initiative opt-out page](#). The website will still work if you reject or discard those cookies.
- Analytics (optional): Understand how visitors engage with our website. Learn more about [Google Analytics cookies and privacy information](#). The website will still work if you reject or discard those cookies.

You can enable or disable cookies by modifying the settings in your browser; however, you may not be able to use all of the features of the Sites if cookies are disabled. You can find out how to disable / enable cookies at:

www.allaboutcookies.org.

We do not currently support Do Not Track signals, as there is no industry standard for compliance.

In case of discrepancy between this clause and any other provisions of other policies, the most restrictive clause shall prevail.

8 THIRD PARTY WEBSITES

The Sites may insert reference or link to third party web sites (such as LinkedIn).

The Initiative is not responsible for the content and information provided by such third party web sites. We strongly advise you to read and review the terms of use and other legal terms and policies of all web sites you visit.

You acknowledge that the Initiative will not be liable to you in respect of any loss or damage which you may suffer by using those third party web sites.

9 LIABILITY

The Initiative makes no representation or warranties, express or implied, with respect to the accuracy or completeness of the content contained on the Sites and the Initiative shall not be responsible for any errors or omissions in such content.

As continuous integrity of communications on the Internet cannot be guaranteed, the Initiative shall bear no liability with regard to any difficulties in accessing the Sites or any interruptions of access to the Sites.

The Sites is provided “as is” without warranty of any kind, either express or implied. To the extent permitted by applicable law, in no event will the Initiative (or any of its affiliated companies) be held liable for any damages whatsoever, including indirect, consequential or incidental damages, notably damages for loss of profits, revenue, or data, in contract or tort, arising out of or connected with the Sites or the use or reliance upon.

Any use or attempted use of the Sites and its correlated proposed services for any unlawful, unauthorized, fraudulent or malicious purpose is prohibited and can be subject to judicial actions if appropriate, notably in regard of the prevention, tracking down, recording and prosecution of criminal offences, including money laundering.

You agree to indemnify and hold the Initiative (or any of its affiliated companies) or its partners, harmless from any actions, liability, loss, claim, or damage related to your wrongful or improper use of the Sites or reliance on any of the information or other content available via the Sites.

10 AMENDMENTS

The Initiative reserves in its sole discretion the right to revise and/or update these Terms at any time.

11 SURVIVAL AND SEVERANCE

If any term, condition, or provision of these Terms, wholly or partly, is determined to be unlawful, invalid, void or unenforceable for any reason, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby.

12 GOVERNING LAW

This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Luxembourg.

The Parties irrevocably agree that the courts of Luxembourg City (Luxembourg) shall be given exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.