

Website Usage Agreement

Compliance Review Panel, Users, Asian Development Bank

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6. Nothing in this Site or any Materials shall be construed, implicitly or explicitly, as containing any investment recommendation or advice or as constituting an offer of, or an invitation by or on behalf of, CRP or ADB to purchase or sell any shares or securities.

User's Acknowledgement

7. The User specifically agrees as a condition of use of this Site that (i) neither CRP nor ADB is not liable for any conduct of any User; (ii) the User shall indemnify CRP and ADB from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorney's fees) arising out of the User's use of this Site, including without limitation, any claims alleging facts that if true would constitute a breach by the User of these terms and conditions; (iii) all copyright and other intellectual property rights in the Materials and/or content of the Site belong to or are licensed to CRP or ADB unless otherwise indicated; and (iv) the User shall not remove or change or otherwise alter anything displayed on the Site.

Alteration

8. CRP reserves its right in its sole discretion and without notice (i) to alter, limit or discontinue the Site or any Materials in any respect; and (ii) to deny in its sole discretion any User access to the Site.

Links to Third-Party Websites

9. This Site contains links to third-party websites. The linked websites are not under the control of CRP. CRP is not responsible for the contents of any linked website or any link contained in a linked website. CRP provides these links only as a convenience, and the inclusion of a link does not imply endorsement of any linked website by CRP.

Linking to the Site

10. Internet websites may link to the Site without seeking the permission of CRP. However, such links must clearly identify CRP as the source of the information displayed on the Site and preserve the integrity of the Site without alteration.

Forums

11. If this Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), the User agrees to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all the necessary consents.
- Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another User's computer.
- Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters.
- Download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such a manner.

12. The User acknowledges that all Forums are public and not private communications. Further, the User acknowledges that chats, postings, conferences, e-mails and other communications by other Users are not endorsed by CRP, and such communications are not subject to review, screening or approval by CRP. CRP reserves the right for any reason to remove without notice any contents of the Forums received from the Users, including without limitation, e-mail and bulletin board postings.

User's Remedy

13. If any User is dissatisfied with Materials or with any of the terms and conditions of use of this Site, the User's sole and exclusive remedy is to discontinue using this Site.

Privileges and Immunities

14. Notwithstanding anything herein to the contrary, no provision of this Agreement shall be construed as a waiver, renunciation or any other modification of the privileges, immunities and exemptions of ADB under the "Agreement Establishing the Asian Development Bank", which are specifically reserved.