



IoD – Bermuda Branch Directory of Non-Executive Directors

Terms and conditions

These general Terms and Conditions apply to any person who wishes to be included in or to use the Directory of Non-Executive Directors maintained by the IoD Bermuda Branch, to be known as the IoD Bermuda Branch NXD Directory, hereinafter called ('the Directory').

The IoD Bermuda Branch may change these Terms and Conditions from time to time. By requesting to be included in or to have access to a copy of the Directory, you accept that you are bound by these Terms and Conditions.

Who can use the IoD NXD Directory

Inclusion in the Directory is available exclusively to the current members of the IoD Bermuda Branch ('IoD members'). By compiling and providing the Directory to requesting parties, the IoD Bermuda Branch offers a service ('the service') to those IoD members who wish to promote themselves as potential non-executive directors ('Prospective NXDs') and those who wish to appoint non-executive directors to their boards ('NXD Recruiters').

Information for Prospective NXDs

Prospective NXDs who wish to be included in the Directory, will need to complete the attached PROSPECTIVE NON-EXECUTIVE DIRECTOR'S INFORMATION FORM (compiled in pdf format) (the 'NXD Form') together with a signed copy of these Terms and Conditions and send these documents by email, with a request to be included in the Directory as a Prospective NXD to the IoD Bermuda Branch at iodbda.nxdd@gmail.com.

Following receipt of the request and the completed NXD Form and signed copy of these Terms and Conditions, the IOD Bermuda Branch will verify that the Prospective NXD is a current member of the IoD and any IOD qualifications stated in the NXD Form and when confirmed will enter the Prospective NXD in the Directory.

The IoD Bermuda Branch will endeavour to update the Directory on a monthly basis on or around 15th of each calendar month.

By providing the request and completed NXD Form to the IoD Bermuda Branch, Prospective NXDs consent to their name and given details appearing in the Directory. If a Prospective NXD wishes his name to be withdrawn from the Directory, he or she must send a request for withdrawal by email to the IoD Bermuda Branch and the IoD Bermuda Branch will remove the Prospective NXD from the Directory on the next date that it updates the Directory.

The IoD Bermuda Branch is not responsible for checking or validating the information provided by a Prospective NXD and shall not be liable to an NXD Recruiter or any other person who utilises the Directory in respect of any loss suffered as a result of inaccurate information provided by a Prospective NXD for inclusion in the Directory.

Prospective NXDs must satisfy themselves that any role offered to them by an NXD Recruiter is suitable for their skills and experience and the IoD Bermuda Branch is not responsible for nor shall it be liable to any Prospective NXD in respect of, any loss suffered as a result of any role offered to a Prospective NXD by an NXD Recruiter.

Information for NXD Recruiters

NXD Recruiters who wish to obtain a copy of the Directory should send a signed copy of these Terms and Conditions, with a request for a copy of the Directory and include an email address to which the Directory should be sent, to the IoD Bermuda Branch at iodbda.nxdd@gmail.com.

The IoD Bermuda Branch will send the latest copy of the Directory to the relevant NXD Recruiter as soon as possible and usually within 5 Business Days of receipt of a request which is accompanied by a signed copy of these Terms and Conditions. The IoD Bermuda Branch shall be under no obligation to provide updated versions of the Directory to NXD Recruiters who have received a copy of the Directory.

NXD Recruiters who wish to appoint any of the Prospective NXDs included in the Directory must satisfy themselves as to the prospective NXD's credentials and their suitability for the post.

The IoD Bermuda Branch is not liable for the accuracy of any information concerning a Prospective NXD in the Directory, nor, following any appointment of a Prospective NXD, for any act or omission of such Prospective NXD.

Withdrawal of service

The IoD Bermuda Branch may withdraw the Directory as a membership benefit or change these Terms and Conditions at any time without prior notice.

Limitation of liability and disclaimer

The IoD Bermuda Branch excludes its liability for providing the service to the maximum extent permitted by applicable law.

Without prejudice to the generalisation of the above statement, the IoD Bermuda Branch shall not be liable for any damages arising from the use or inability to use the Directory or any information contained on it or from any action or decision taken as a result of using the Directory or any such information. To the maximum extent permitted by applicable law, the IoD Bermuda Branch disclaims liability for all implied or statutory warranties and conditions. To the maximum extent permitted by applicable law, in no event shall the IoD Bermuda Branch nor the IoD Bermuda Branch's employees, affiliates, agents or other representatives, be liable for any special, indirect or consequential damages whatsoever including without limitation damages for loss of profits, loss of income, loss of confidential or other information, loss of opportunity, business interruption or for any indirect, consequential or special loss arising from or in connection with the use of the Directory.

The IoD Bermuda Branch does not enter into any conditions, warranties or other terms in relation to any information or content, the Directory or the services and, in particular, none as to the accuracy of any information contained in respect of the Prospective NXDs' areas of expertise stated or specific role requirements submitted by NXD Recruiters.

Users of the Directory are not permitted to allow any third party to access, view, rely upon or use in another way any information or content provided to users as part of the service. Users of the Directory will indemnify and hold harmless the IoD Bermuda Branch against any loss or damage (of whatever kind, including legal fees) resulting from any access, viewing, reliance upon or other use of any content or information provided to such user.

The IoD Bermuda Branch will not be liable for any breach of these Terms and Conditions which arises because of any circumstances which the IoD Bermuda Branch cannot reasonably be expected to control.

Users of the service hereby undertake, as a condition of use of the service, to indemnify the IoD Bermuda Branch against any loss or damage suffered by the IoD Bermuda Branch as a result of any breach of any of these Terms and Conditions.

General and governing law

These Terms and Conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these Terms and Conditions is found to be unenforceable,

that provision shall not affect the validity of any other provision. The IoD Bermuda Branch may delay enforcing its rights under these Terms and Conditions without losing such rights. These Terms and Conditions and any disputes arising from or in connection with them shall be governed by the laws of Bermuda and the parties submit to the exclusive jurisdiction of the Bermuda Courts. The IoD Bermuda Branch does not make any promise that the materials on the website are appropriate or available for use in locations outside Bermuda and using the Directory from territories where its use or material or contents is unlawful is prohibited.

Agreed and Accepted

BY: _____

Print Name:

*Prospective NXD/NXD Recruiter

(*delete as applicable)