

## **WEBSITE TERMS AND CONDITIONS**

Effective Date: August 17, 2023

These website terms and conditions (these “Terms”) are entered into by and between you and ICON for Illini, LLC (“ICON”). These Terms, together with any documents they expressly incorporate them by reference govern your access to and use of the ICON website, [www.iconforillini.com](http://www.iconforillini.com) (the “Website”), including any applications, content, functionality, and services offered on or through the Website (together with the Website, the “Services”), whether as a guest or a registered user.

### **Please read these Terms carefully before accessing or using the Services.**

By accessing or using the Services or by clicking to accept or agree to these Terms when this option is made available to you, you acknowledge and agree that you have read and understand, and agree to be bound and abide by, these Terms and our Privacy Policy, found at [https://efa8b0ea-89b5-49c3-8924-a1a50e6274ff.usrfiles.com/ugd/efa8b0\\_e50b1c3f9d1944d5b4c2ef934a6f1745.pdf](https://efa8b0ea-89b5-49c3-8924-a1a50e6274ff.usrfiles.com/ugd/efa8b0_e50b1c3f9d1944d5b4c2ef934a6f1745.pdf), incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who are the legal age of majority in their jurisdiction or older and reside in the United States. By agreeing to these Terms, you represent and warrant that you are an individual of legal age to form a binding contract and you reside in the United States.

If you wish to contact us in writing, you can contact us via [ADMIN@ILL-ICON.COM](mailto:ADMIN@ILL-ICON.COM).

### **Important Notices:**

- These Terms include warranty disclaimers, limitations of liability, and a time limit to bring claims.
- Your access to and use of the Services is also governed by our Privacy Policy located at [https://efa8b0ea-89b5-49c3-8924-a1a50e6274ff.usrfiles.com/ugd/efa8b0\\_e50b1c3f9d1944d5b4c2ef934a6f1745.pdf](https://efa8b0ea-89b5-49c3-8924-a1a50e6274ff.usrfiles.com/ugd/efa8b0_e50b1c3f9d1944d5b4c2ef934a6f1745.pdf).
- We recommend that you keep a copy of these Terms and the Privacy Policy for your future reference.

### **1. Access and Use of the Services**

We reserve the right to withdraw or amend the Services, and any material we provide through the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to the Services, in part or in whole, to users, including registered users. You are responsible for obtaining and maintaining at your own cost all equipment and services needed for access to and use of the Services.

When you register with us and each time you access the Services, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with the provisions of our Privacy Policy and that you have no ownership or proprietary interest in your account other than as set out in these Terms. If you elect to register with us, you agree to:

- (a) provide true, accurate, current, and complete information as prompted by the registration form; and
- (b) maintain and update such information to keep it true, accurate, current, and complete at all times. We

encourage you to keep us informed about any changes in your information. You may change or update certain information in your membership file by using the controls on your profile page. You may disable your profile by contacting us.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your user name, password, or other security information. You are solely responsible for all activities that occur using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We reserve the right to require you to alter your user name, password, or other security information if we believe it is no longer secure. You agree that we will not be liable for any loss or damage arising from your failure to adequately safeguard your user name, password, or other security information or someone else's use of your account. We have the right to 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.

In addition, you agree not to use the Services to: (a) violate any local, state, national, or international law or regulation; (b) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (c) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) stalk, harass, or harm another individual, including revealing the real name of any fellow user that has chosen to use an alias on the Services; (f) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (g) use any "robot," "spider," "rover," "scrapper" or any other data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the Services, our network or databases; (h) use any features of the Services for anything other than their intended purpose; (i) interfere with or disrupt the Services or servers or our networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; or (j) assist, permit or encourage any person to perform any of the activities described above.

## **2. User Submissions and Interactive Areas**

We may provide interactive activities through the Services such as chat rooms, article and blog comment posting areas, reader photo upload, reader ratings and reviews, bulletin boards (also known as message boards), enrolling for SMS text messaging and mobile alerts (collectively, "Interactive Areas") that allow users to post, submit, publish, display, or transmit to other users or other persons photos, videos, commentary, materials, and other content (collectively, "User Submissions") on or through the Services.

Any User Submissions posted to the Services, including, without limitation, in the Interactive Areas, will be public and non-confidential and non-proprietary. We do not pre-screen all User Submissions, and you agree that you are solely responsible for all of your User Submissions. You understand and acknowledge that you are responsible for any User Submissions you submit or contribute, and you, not ICON, have full

responsibility for such content, including its legality, reliability, accuracy, and appropriateness. ICON, its parents, partners, affiliates, subsidiaries, members, directors, officers, employees and contractors will not be responsible for the action of any users or other third parties with respect to any User Submissions.

We do not claim ownership of any of the User Submissions. By providing any User Submission on the Services, you grant us and our affiliates 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. As between you and us, you own or control all rights in and to your User Submissions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attributions with respect to your User Submissions. You represent and warrant that your User Submissions and our authorized use of such submissions do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights).

We reserve the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes without any compensation to you.

All User Submissions must comply with the Content Standards set out in these Terms. You may not represent or imply to others that your User Submissions are in any way provided, sponsored or endorsed by us. Please consider the risks of revealing personal information (such as name, phone number or street address) about yourself or others in Interactive Areas, including when connecting to the Services through a third party service. You, and not ICON, are responsible for any consequences of sharing personal information about yourself with the public.

ICON reserves the right to change, delete or remove, in part or in full, any User Submissions and to terminate or suspend access to the Services and/or the Interactive Areas for conduct that we believe, in our sole discretion, interferes with other peoples' enjoyment of the Services. We will also cooperate with local, state and/or federal authorities to comply with applicable law.

We are not required to backup, host, display, or distribute any User Submissions, and may remove at any time or refuse any User Submissions. We have the right to take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates these Terms, 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 Services or the public, or could create liability for ICON. We may 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.

### ***Content Standards***

You are responsible for all content that you post, email, transmit, upload or otherwise make available through our Services, including without limitation, your User Submissions. The following content standards ("Content Standards") apply to any and all User Submissions and use of Interactive Areas. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Further, without limiting the foregoing, User Submissions must not:

- be harmful, violent, threatening, abusive, offensive, hateful, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically 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, right of privacy or publicity or other proprietary rights of any person;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote, or assist any unlawful act;
- impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case;
- contain unauthorized advertising or solicitations; or
- be intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the Services.

ICON strives to make their Interactive Areas enjoyable. Our Services welcome people of all races, religions, genders, national origins, sexual orientations and differing points of view. When in doubt about appropriate behavior in our Interactive Areas, please remember that, although the venue is electronic, those participating in it are real people. We ask that you treat others with respect. Any conduct by a participant in the Interactive Areas that violates these Terms in any way may result in the suspension or termination of the user’s registration and access to the Services, at our sole discretion, in addition to any other remedies.

### **3. Copyright Infringement**

You should assume that everything you see, read or access on the Services is copyrighted and owned by ICON unless otherwise noted, and may not be used except as provided in these Terms without the express written permission of ICON.

We also respect the intellectual property rights of others. Accordingly, we have a policy of removing User Submissions that violate copyright law, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the Services in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, the Digital Millennium Copyright Act of 1998 (“DMCA”), we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe a user of the Services is infringing your copyright, please provide written notice to our agent listed below for notice of claims of copyright infringement.

ICON for Illini, LLC  
505 N. State St., #1907  
Chicago, IL 60654

Email: ADMIN@ILL-ICON.com

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material; (d) contain adequate information by which we can contact you (including postal address, telephone number, and email address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated copyright agent.

#### **4. Intellectual Property Rights**

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (the "Content") are owned by ICON, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without ICON's prior written permission and that of our applicable licensors or other applicable providers; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

Your misuse of the trademarked name or logo of ICON or any other Content of the Services is strictly prohibited. You are also advised that ICON will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution. We reserve all rights pertaining to the Services.

We hereby grant you a limited, personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and use the Services in the manner permitted by these Terms. You acknowledge that you have no right to have access to all or any part of the Services in source code form.

#### **5. Reliance on Information**

All content and materials provided on or through the Services are intended for general information only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

Our Services may contain facts, views, opinions and statements of third parties, visitors and other organizations. All statements and/or opinions expressed in these materials, and all articles and responses

to questions and other content, other than the content provided by ICON, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ICON. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **6. Termination**

We may terminate or suspend your access to or use of all or part of the Services, without notice, if you violate these Terms or you engage in any conduct that we, in our sole and absolute discretion, believe is in violation of any applicable law or is otherwise harmful to the interests of us, any other user of the Services, or any third party. You agree that ICON shall not be liable to you or any third party for removing your User Submissions or suspending or terminating your access to the Services (or any portion thereof).

Upon termination, we have no obligation to retain, store, or provide you with any data, information or other content that you uploaded, stored, or transferred on or through the Services, other than as provided by law and in accordance with our Privacy Policy.

Additionally, you may discontinue your participation in and access to the Services at any time. You can request to disable your account at any time, for any reason, by emailing us here with the subject "Close My Account". Please provide enough information for us to identify the account and you correctly. If we do not receive sufficient information, we will be unable to disable or delete your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

## **7. Changes and Updates**

Material on our Services may include inaccuracies or typographical errors. We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material. Further, we have the right to make changes and update any information contained on our Services without prior notice.

We may, in our sole and absolute discretion, change these Terms from time to time. We may notify you of any changes by any reasonable means, including by posting a revised version of these Terms through the Services or by emailing you at the address you provided upon registering for an account. If you object to any such changes, your sole recourse shall be to stop using the Services. Your continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

## **8. Modifications To the Services**

We reserve the right to modify, suspend or discontinue all or any aspect of the Services with or without notice to you. Without limitation to the preceding sentence, we may periodically schedule system downtime for maintenance and other purposes. You also acknowledge that unplanned system outages may occur. Our Services are provided over the Internet and so the quality and availability of the site may be affected by factors outside our reasonable control. Accordingly, we cannot accept any responsibility for

any connectivity issues that you may experience when using the Services or for any loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You agree that we shall not be liable to you or any third party should ICON exercise its right to modify, suspend or discontinue the Services.

## **9. Fees**

We reserve the right at any time to charge fees for access to the Services or to any specific new feature or content that we may introduce from time to time. In no event will you be charged for access to any Services unless we obtain your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to paid content or services.

## **10. Feedback**

Any non-personal information you provide to us, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential, and we assume no obligation to protect such non-personal information.

The submission of non-personal information to us shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas or the like by ICON, its parents, affiliates, subsidiaries or operational providers for any purpose, and ICON, its parents, affiliates, subsidiaries and operational providers shall be free to reproduce, use, disclose and distribute such information to others without liability or restriction.

## **11. Links**

We may provide links to other websites or online resources for your convenience only, and such links do not signify or imply our endorsement of such other website or resource or its contents over which we have no control and which we do not monitor. You use those links at your own risk and should apply a reasonable level of caution and discretion in doing so. You agree that we shall have no responsibility or liability for any information, software, or materials found at any other website or online resource.

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 without our express written consent.

Our Website also may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

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 may 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 Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. 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.

## **12. Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ICON NOR ANY PERSON ASSOCIATED WITH ICON MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER ICON NOR ANYONE ASSOCIATED WITH ICON REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, ICON HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **13. Limitations of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ICON, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY



KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Services.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **16. Indemnification**

You agree to indemnify, defend, and hold harmless ICON, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, subcontractors and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account) violation of these Terms or your (or anyone using your account) use of the Services, including, but not limited to, your User Submissions, any use of the Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

#### **17. Geographic Restrictions**

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **18. Governing Law and Jurisdiction**

All matters relating to the Services and these Terms, 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 State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States District Court for the Northern District of Illinois or the courts of the State of Illinois sitting in Cook County, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other

relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **19. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **20. Miscellaneous**

##### ***Entire Agreement***

The Terms, our Privacy Policy, and other document incorporated herein constitute the sole and entire agreement between you and ICON regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

##### ***Transfer of Rights***

You may not transfer your rights or obligations under these Terms to anyone else without our prior written consent.

##### ***Waiver and Severability***

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of us and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.