

## **WEBSITE TERMS**

### **1. WEBSITE TERMS**

These Website Terms (together with the documents referred to) tell you the terms on which you may make use of our website [www.iconix-europe.com](http://www.iconix-europe.com) (the “**Website**”). Please read these terms of use (“**Website Terms**”) carefully before you start to use the Website. By using the Website, you indicate that you accept these Website Terms and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Website. We reserve the right to change these Website Terms from time to time without notification to you.

### **2. INFORMATION ABOUT US**

The Website is owned and operated by Iconix Europe LLC (“**we**” or “**us**” or “**our**”). We are registered under company number FC034782 with UK establishment number BR019875 and with UK establishment office address at 10 Slingsby Place, St Martin’s Courtyard, London, WC2E 9AB, England, United Kingdom.

### **3. ACCESSING THE WEBSITE**

Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period. From time to time we may restrict access to part or all of the Website.

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures you must treat such information as confidential and must not disclose it to any third party. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time if, in our opinion, you have failed to comply with any of the provisions of these Website Terms.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Website Terms and that they comply with them.

### **4. INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in the Website and in the content featured or displayed on it, including, but not limited to, text, graphics, photographs, images, moving images, sound, illustrations and software and our trade marks. Those works are protected by trade mark and copyright laws and treaties around the world. All such rights are reserved.

Except as explicitly permitted under this or another agreement with us, no portion or element of the Website or its content may be copied or retransmitted via any means and the Website, its content and all related rights shall remain the exclusive property of us or our licensors unless otherwise expressly agreed.

You must not use any part of the materials on the Website for commercial purposes without obtaining an express written licence to do so from us. If you print off, copy or download any part of the Website in breach of these Website Terms your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **5. THE WEBSITE CHANGES REGULARLY**

We aim to update the Website regularly and may change the content at any time. If the need arises, we may suspend access to the Website or close it indefinitely. Any of the material on the Website may be out of date at any given time and we are under no obligation to update such material.

## **6. OUR LIABILITY**

The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to the Website and any materials posted on it, including:
  - a. loss of income or revenue;
  - b. loss of business;
  - c. loss of profits or contracts;
  - d. loss of anticipated savings;
  - e. loss of data;
  - f. loss of goodwill; and
  - g. wasted management or office time,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website or by anyone who may be informed of any of its contents.

## **7. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

We process information about you in accordance with our Privacy Policy. By using the Website, you confirm that you agree to the processing set out in our Privacy Policy and you warrant that all data provided by you is accurate.

## **8. UPLOADING CONTENT**

Whenever you make use of a feature that allows you to upload material to the Website, or to interact with us or other users of the Website, you must comply with the content standards set out in these Website Terms. You warrant that any such contribution does comply with the terms

set out herein and that you own and/or have the right to upload the content. You indemnify us for any breach of those warranties.

Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the irrevocable right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity, in accordance with the terms of our Privacy Policy, to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

We have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy below.

## **9. ACCEPTABLE USE**

These content standards apply to any and all material that you contribute to the Website and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Content must be accurate (where it states facts), contain genuinely held views (where it states opinions) and comply with applicable law in the United Kingdom and in any country from which it is posted.

Content must not:

- a. contain any material which is defamatory of any person;
- b. contain any material which is obscene, offensive, hateful or inflammatory;
- c. promote sexually explicit material, violence or illegal activity;
- d. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e. infringe any copyright, trade mark or other intellectual property right of any other person;
- f. include the personal information of any individual who has not consented to their personal information being used in such a manner;
- g. be misleading or likely to deceive any person;
- h. be an advertisement or other commercial solicitation;
- i. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- j. be threatening, abusive, harassing or invade another's privacy, or cause annoyance, inconvenience, embarrassment, alarm or needless anxiety;
- k. be used to impersonate any person or to misrepresent your identity or affiliation with any person (including, but not limited to, by giving the impression that the content emanates from us, if this is not the case); and/or
- l. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We will determine, in our discretion, whether there has been a breach of these Website Terms through your use of the Website. When a breach of these Website Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these acceptable use terms constitutes a material breach of the terms of use upon which you are permitted to use the Website and may result in our taking all or any of the following actions:

- a. immediate, temporary or permanent withdrawal of your right to use the Website;
- b. immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
- c. issuance of a warning to you;
- d. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- e. further legal action against you; and
- f. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these acceptable use terms. The responses described in these Website Terms are not limited and we may take any other action we reasonably deem appropriate.

#### **10. VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

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 Website or to your downloading of any material posted on it or on any website linked to it.

#### **11. LINKS TO THE WEBSITE**

You must not link to our home page or create a link to any part of the Website and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw any unauthorised linking without notice.

#### **12. LINKS FROM THE WEBSITE**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only and you access them entirely at your own risk. We have no control over the content 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.

#### **13. CHILDREN**

If you are under 13, you must ask the permission of a parent or guardian before you:

- a. upload any content to the Website;
- b. email the Website or ask us to email anything to you;
- c. send in any information to us;
- d. enter any contest or game that requires information about you or offers a prize; or
- e. buy anything online.

By continuing to use the Website and any of the services offered, you are confirming that you have obtained the permission of a parent or guardian to do so.

If you are under 13, you must ask the permission of a parent or guardian before you send in any information about yourself.

We are committed to protecting the privacy of children and have no intention of collecting personal data from children under the age of 13. We encourage parents and guardians of children under 13 to regularly check and monitor their children's use of email and other activities online.

#### **14. DATA USAGE**

You are solely responsible for paying all expenses you may incur when you access or use the Website, stream or download any material posted on it or upload content, including your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download. Accessing and using features on the Website to stream, download, view or listen to the content made available on it or to upload content may lead to substantial bandwidth usage by you which can be expensive so you should be careful you do not exceed any 'bandwidth limit' on your account with your internet or data service provider.

#### **15. JURISDICTION AND APPLICABLE LAW**

The English courts shall have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Website Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

If any part of these Website Terms becomes void it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have legal effect.

#### **16. YOUR CONCERNS**

If you have any concerns about material that appears on the Website, please address those by sending us an email to [dataprotection@iconixbrand.com](mailto:dataprotection@iconixbrand.com).