

# Terms of Use

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Throughout these Terms of Use, the words "we," "us," "our," and Iconically refer to Iconically and its parent, subsidiaries, and affiliates collectively.

We may revise these Terms of Use at any time without prior notice by updating this page and such revisions will be effective upon posting to this page. Please check this page periodically for any changes. Your continued use of this Website following the posting of any revisions to these Terms of Use will mean you accept those changes. We reserve the right to alter, suspend or discontinue any aspect of the Website, including your access to it. Unless explicitly stated, any new features will be subject to these Terms of Use.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU FOR ANYTHING RELATED TO THIS AGREEMENT (FOR ANY CAUSE, REGARDLESS OF THE FORM OF THE ACTION), WILL BE LIMITED TO A MAXIMUM OF \$75 USD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR CLIENTS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF A PROJECT MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, ICONICALLY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

BY USING THIS WEBSITE AND BECOMING A REGISTERED MEMBER OF ICONICALLY, YOU ASSUME ALL RISK INVOLVED IN THE PARTICIPATION BY YOU AND OTHERS ON YOUR BEHALF IN ANY PROJECTS ADMINISTERED BY ICONICALLY, AND YOU ACKNOWLEDGE AND AGREE THAT NONE OF (A) ICONICALLY OR ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS ("ICONICALLY PARTIES") (B) THE SPONSOR OR A COMMUNITY MEMBER OF ICONICALLY IS OR SHALL BE RESPONSIBLE OR LIABLE FOR ANY DEATH, BODILY INJURY, PROPERTY DAMAGE, OR LOSS OF ANY KIND ARISING OUT OF YOUR USE OF THE WEBSITE OR PARTICIPATION IN ANY PROJECT ADMINISTERED BY ICONICALLY. FURTHERMORE, AND IN ADDITION TO ANY OTHER INDEMNIFICATION OBLIGATIONS DESCRIBED HEREIN OR IN THE OFFICIAL RULES OF ANY PROJECT ADMINISTERED BY ICONICALLY, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE ICONICALLY PARTIES, THE SPONSOR, AND THE COMMUNITY MEMBER OF ICONICALLY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF YOUR USE OF THE WEBSITE AND/OR YOUR PARTICIPATION IN ANY PROJECT ADMINISTERED BY ICONICALLY, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR WRONGFUL DEATH, PERSONAL INJURY OR PROPERTY DAMAGE.

You hereby agree to waive all laws that may limit the efficacy of such releases, including, without limitation, Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH

IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

## COPYRIGHT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY PROTECTION

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You may not access our website or be a member of our community if you are our direct competitor, except with our prior written consent. In addition, you may not access our Website or be a member of our community for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

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## COPYRIGHT COMPLAINTS

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If you believe that your work has been copied and is accessible at our Website in a way that constitutes copyright infringement, or that our Website contains links or other references to another online location that contains material or activity that infringes your copyright(s), you may notify us by providing our copyright agent the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act, 17 U.S.C. 512 ("DMCA").

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Documents, graphics and other materials appearing at our Website may include technical inaccuracies, typographical errors, and out-of-date information and use of such documents, graphics or other materials is at your own risk.

## FORM W-9

Winners of any Project or phase administered by Iconically and who are US Persons, as defined by the IRS, will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by Iconically in a calendar year with an aggregate value of \$600 or more. Failure

to submit a complete W-9 or equivalent will result in forfeiture of the prize for which such person is eligible.

## FORM W-8

Winners of any Project or phase thereof administered by Iconically and who are not US Persons will be required to complete and submit an Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding on IRS form W-8BEN (Individuals) or W-8BEN-E (Entities) for receipt of any prize valued at \$600 or more or for any prizes awarded by Iconically in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-8BEN, W-8BEN-E, or equivalent will result in forfeiture of the prize for which such person is eligible.

## LINKS TO OTHER WEBSITES AND SERVICES

To the extent that our Website contains links to other Websites and outside services and resources, we do not control the availability and content of those Websites, services or resources, nor do we necessarily review or endorse materials available at or through such other Websites. Viewing other Websites or utilizing outside services and resources is done at your own risk. We shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Your use of other outside services and resources is governed by the terms of use and/or other legal agreements associated with those services and resources.

## PROJECTS

In addition to these Terms of Use, Iconically provides specific Official Rules and other documentation for certain activities on this Website, including without limitation, projects or other competitions (collectively "Projects") conducted by us and those in conjunction with third parties. These Terms of Use are incorporated by reference into the specific Official Rules, which appear in connection with information about a particular Project. To the extent that any conflict exists between these Terms of Use, the Official Rules, and any rules in the Project Details Pages, the Project Details Pages for that Project in which you choose to participate shall govern.

## CONTENT POSTED BY VISITORS

Except as otherwise specified in the Official Rules and any Entries that you assign to Iconically in accordance with the Official Rules, upon submitting an Entry to a Project, or other documentation pertaining to a Project, you retain any rights to ownership in any content posted, uploaded or otherwise sent to our Website by you; Iconically will not gain ownership rights to this content. By posting, uploading or otherwise sending any content of any kind (including, without limitation, ideas, pitches and video entries) to us or our Website, you grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce and publish such content into any form, medium or technology, including the right, at Iconically's sole discretion, to distribute such content to be published by third parties throughout the universe. In connection therewith, you also grant us the additional license to modify, adapt, translate, create derivative works from, and distribute such content or incorporate such content into any form, medium or technology, including the right, at Iconically's sole discretion, to distribute such content to be published by third parties.

You waive any and all moral rights, including, without limitation, any rights arising under Chapter 7 of the Copyright and Related Rights Act 2000 applicable to European Union residents, and all rights of a similar nature in any jurisdiction in any material, including content of any kind, which you post, upload or otherwise send to Iconically or its Website, such waivers being in favor of Iconically.

You are also prohibited from posting or otherwise uploading to our Website: any material that infringes on any copyright, trademark, trade names, trade secrets, or other proprietary rights of another (including publicity and privacy rights); material that is obscene, offensive, libelous, pornographic, threatening, abusive, contains illegal content, or is otherwise objectionable, that would constitute or encourage a criminal offense, or that would otherwise give rise to liability or violates any law. You also represent that you have all necessary rights to use any material that you post or otherwise upload to our Website.

You are further forbidden from distributing or otherwise publishing any material on our Website that contains any solicitation of funds or, promotion, employment, advertising, or solicitation for goods or services; sending unsolicited commercial e-mail and other advertising, promotional materials or other forms of solicitation to other users of this site; harvesting names and e-mail addresses from other users of this site without their permission; soliciting passwords from other users; impersonating other users; or sending viruses or other destructive or expropriating content.

We reserve the right to remove any postings or other uploaded materials in response to complaints of infringement, obscenity or defamation or to otherwise review or edit such materials as appropriate, in our sole discretion and without notice.

## OTHER RESTRICTIONS ON CONDUCT

You are allowed to register with our Website only once and you must provide true and accurate registration information. You are prohibited from registering more than one time, even under a different Iconically handle, misrepresenting your registration information, or tampering with the registration process.

You agree not to disrupt, modify or interfere with the functioning of our Website or any services provided on or through our Website or with any associated software, hardware or servers in any way and you agree not to impede or interfere with others' use of our Website. This includes your agreement that you will not cheat; that the content submitted by you with respect to any Project is yours alone. This also includes your agreement that you will not provide your Iconically information including, but not limited to, your Iconically handle and rating, to any third party for the purpose of pursuing employment opportunities without the written consent of Iconically. If you are contacted by a third party regarding opportunities to provide work and/or media interest as a result of your participation in Iconically Projects, you agree to promptly notify Iconically of such contact. You also agree not to alter or tamper with any information or materials on, or associated with our Website or services provided on or through our Website.

We do not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions, or other statements made public at our Website by users through our Projects, forums or other interactive services available at our Website. Any information or material sent by users to any forums, including advice and opinions, represents the views and is the responsibility of those users and does not necessarily represent our views.

You agree that no impediment exists to you joining the Iconically Website, and your participation in Iconically's Website and the Projects it offers will not interfere with your performance of any other agreement or obligation that has been or will be made with any third party.

## CHOICE OF LAW AND FORUM

These Terms of Use are governed by the laws of the State of California, USA. You hereby agree to submit to the exclusive jurisdiction of the courts of the State of California in Los Angeles County. To the extent that applicable laws have mandatory application to these Terms of Use or give you the right to bring action in any other courts, the above limitations may not apply to you. Use of this Website is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms of Use.

## SEVERABILITY AND ENFORCEABILITY

If any provision or portion of these Terms of Use is held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to correct any deficiencies or replaced with a provision which is as close as is legally permissible to the provision found invalid or unenforceable and shall not affect the legality, validity or enforceability of any other provisions or portions of these Terms of Use.

## TERMINATION/EXCLUSION

We reserve the right, in our sole discretion, to revoke any and all privileges associated with accessing and/or competing on our Website, and to take any other action we deem appropriate including but not limited to terminating or suspending your use of this Website, for no reason or any reason whatsoever, including improper use of this Website or failure to comply with these Terms of Use.

## GENERAL

Our Website is not intended for use by children under the age of 13, and children under the age of 13 are not eligible to participate in any Projects.

We may assign, novate or subcontract any or all of our rights and obligations under these Terms of Use at any time.

If you have any questions regarding these Terms of Use, contact us at [ally@iconically.com](mailto:ally@iconically.com).

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