

International Council of Ophthalmology (ICO)

Terms of Use for the ICO Portal

I. INTRODUCTION

The International Council of Ophthalmology (**ICO**) operates an internet website under the address ["https://woc-virtual.com/"] (including Sub-Domains; the **Website**). You can register on the Website in order to access the ICO Portal (the **ICO Portal**) and its stored content. The ICO Portal grants access to recorded symposia and provides information on Member Society Journals, among others. It is part of ICO's efforts to bring together ophthalmology societies from around the world and to educate in treating eye diseases from the front to the back of the eye. The term Website includes the ICO Portal.

The ICO Portal and its functionality and content is made available by ICO to you under these Terms. Unless otherwise indicated, the terms "**You**" and "**User**" refer to everyone registering on the Website for the ICO Portal. By registering you accept these Terms of Use (these **Terms**)

II. REGISTRATION

ICO provides a web form for the registration. During the registration process, you will be asked to provide certain registration data or other information (e.g., e-mail address, name, country of origin). All such information must be true, current and complete. You are obliged to promptly adjust this information to any subsequent changes. As for the processing of your personal data, please see ICO's data privacy statement on its website, which may be updated from time to time without notice.

By registering as a User, you enter into an agreement (the **Agreement**) with ICO. The Agreement between ICO and the User for the use of the Website is concluded as soon as (i) the User has submitted the registration and (ii) ICO has accepted this offer by granting access to the ICO Portal. You are responsible for maintaining the confidentiality of your information and any password that may be defined. You agree that you will not let anyone other than you use your registration or password. You agree to immediately notify the ICO of any unauthorized use of your registration or password by an email to icoadmin@icoph.org.

There is no entitlement to registration and use of the Website or the use of a service or offer. ICO is free at any time to refuse registration, exclude a User or prohibit use.

III. COMPLIANCE WITH APPLICABLE LAW

A. Lawful use of the Website

You agree that you will not use this Website in order to transmit, distribute, store or destroy material, including without limitation Portal Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

B. Copyrights

All of the content of this Website, including text, art, graphics, logos, buttons, images, pictures, audio clips, software, and code is the property of ICO, our partners or content providers and is protected by Swiss and international copyright laws.

Except as granted in the Limited License below, any other use of such content, including modification, transmission, presentation, distribution or republication is PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ICO.

C. Trademarks

All trademarks, trade names, logos, brand names and service marks of ICO, whether registered or unregistered, are the property of ICO and are protected by the Swiss and international trademark laws and by the Swiss Federal law against unfair competition.

Except as set forth in the Limited License below, any use of these assets is prohibited without the express prior written consent of ICO. In no event may any such assets be used in connection with any product or service that is not the ICO's, in any matter likely to cause confusion as to the source of the product or service or in any matter that discredits, disparages or misrepresents the ICO. All other trademarks, trade names, brand names or logos appearing on this Website are the property of their respective owners.

IV. RIGHT TO USE PORTAL CONTENT

A. Limited Licence

The ICO grants you a limited, non-exclusive, non-sublicensable and non-transferable license (the **Limited License**) to download the material stored in the ICO Portal (the **Portal Content**) solely for your personal, non-commercial use. The Limited License does not apply to the Member Society Journals stored in the ICO Portal; they are made available under the terms of their copyright owners. This Limited License does not apply to other websites operated by ICO, nor to any other websites that are linked on ICO's Website (**Third Party Websites**).

If you violate any provision of these Terms or if the Agreement is terminated according to Section VII of these Terms, your Limited License to use such Portal Content terminates and you must immediately destroy any copies you have made of any portion of the Portal Content.

B. Restrictions on the use of Portal Content

You must retain all copyright, trademark, service mark and other proprietary notices contained in the original Portal Content on any copy you make of the Portal Content. You may not sell or modify the Portal Content or reproduce, display, publicly perform, distribute, or otherwise use the Portal Content in any way for any public or commercial purpose. The use of the Portal Content on any other Website or in a networked computer environment for any purpose is prohibited. You shall not copy or adapt the HTML code that the ICO creates to generate any Portal Content or the pages making up any ICO Site. It is also protected by the ICO's copyright.

C. Security and Integrity

You are prohibited from violating or attempting to violate the security of this Website, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

V. WARRANTY AND LIABILITY

A. Website and Portal Content

The Website and the Portal Content is provided by ICO on an "as is" and "as available" basis, without any warranty of correctness, completeness, fitness for purpose, non-infringement or otherwise, whether implied or express. Access to the Portal Content may be interrupted and temporarily suspended, including for maintenance purposes, without liability. You are using the Portal Content at your own risk.

Any liability of ICO, its content providers, suppliers, affiliates, managers and employees for Portal Content is hereby excluded to the extent permitted under applicable law, including for consequential and indirect damages.

B. Links to Third Party Websites

The Website contains links to Third Party Websites. These links are provided solely as a convenience to you and not as an endorsement by the ICO of the contents on such Third Party Websites.

The ICO is not responsible for the content of linked Third Party Websites and does not make any representations regarding the content or accuracy of materials on such Third Party Websites. If you decide to access linked Third Party Websites, you do so at your own risk.

VI. DISCLAIMER OF MEDICAL LIABILITY

A. No Medical Advice

ICO does not provide medical advice, and you shall not use the Website or Portal Content for such purpose. Unless explicitly stated otherwise, all Portal Content is the opinion or information of its author, not the ICO. The Website is intended for use by medical professionals and not consumers or patients. The Website is not a substitute for medical advice and is not tailored to diagnosis in individual cases. Always contact your own eye doctor or other professional healthcare provider if you have a question concerning your or your family's health. RELIANCE ON ANY INFORMATION ON THIS WEBSITE IS AT YOUR OWN RISK. ICO IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, DRUG AND DEVICE APPLICATION OR OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU OBTAIN THROUGH THIS SITE.

B. No Recommendations or Endorsements

ICO does not recommend or endorse any specific tests, drugs, devices, products, services, physicians, or medical institutions that may be mentioned or referenced on the Website. Any advertisers who purchase banners or otherwise support ICO and the Website have no influence on the editorial content or presentation and any such advertisements are not implied or express endorsements of any product, service, or company.

VII. TERMINATION

Termination is possible at any time by you and ICO without advance notice.

ICO reserves the right to terminate this Agreement and delete accounts, including, but not limited to, if ICO believes user conduct violates applicable law or is harmful to the interests of ICO, its members, partners, suppliers, affiliates or other users, or for any other reason at ICO's sole discretion, with or without cause. Further remedies of ICO remain reserved.

You can terminate the Agreement by deleting your account or providing ICO written notice.

VIII. USER SUPPORT AND MAINTENANCE

No user support or maintenance is provided as part of this Agreement. ICO may change the Website and change or remove the Portal Content at any time and without notice.

IX. GENERAL LEGAL PROVISIONS

A. Governing Law and Jurisdiction

This Agreement shall be governed by Swiss law for all purposes without regard to or application of choice of law rules or principles. You hereby consent to the exclusive jurisdiction and venue of the courts of Geneva, Switzerland.

B. Indemnification

You agree to indemnify, defend, and hold harmless ICO, its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities, and settlements, including but not limited to, reasonable legal and accounting fees resulting from, or alleged to result from, your violation of these TOU or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing ICO Website using your account.

C. Entire Agreement

These Terms and ICO's Privacy Policy (a current copy of which is available at www.icoph.org/privacy-policy/) constitute the entire agreement between you and ICO with respect to the use of the Website and ICO Portal. You also may be subject to additional terms and conditions that may apply when you use other offerings of ICO (such as ICO Examinations and the ICO Fellowship), affiliate services, third-party content, or third-party software.

D. Waiver

Our failure to exercise or enforce any right or provision of these Terms or other legal notices posted by ICO on the Website shall not constitute a waiver of such right or provision. No waiver of any of these Terms or of any other legal notices posted by ICO on this Website shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

E. Severability

If any provision of these Terms or of any other legal notices posted on the Website is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms should remain in full force and effect.

F. Assignment

ICO may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.

G. Headings

The section titles in these Terms are for convenience only and have no legal or contractual effect.

H. Notices

If you have questions or comments regarding this Website, please contact us at icoadmin@icoph.org, or by post at:

International Council of Ophthalmology
Rue de Lyon 77
CH-1203 Geneva
Switzerland

I. Updates of these Terms

ICO can change these Terms (and thus the Agreement from time to time, which it will notify to you in adequate form (e.g., by using your last known e-mail address). The revised Terms are deemed to be accepted by you if you do not object to them in writing within 30 days of them having been notified to you. If you object, then ICO can terminate the Agreement without further notice.