

International Council of Ophthalmology (ICO)

Terms of Use for the “MY ICO” Account

I. INTRODUCTION

The International Council of Ophthalmology (ICO) operates an internet website under the address ["https://icoph.org/"] (including Sub-Domains; the **Website**). Some sections of the Website require registering a My ICO Account (**My ICO Account**). You can register on the Website in order to access and download restricted content. Unless otherwise indicated, the terms "**You**" and "**User**" refer to everyone registering a My ICO Account. By registering a My ICO Account 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., name, profession, country of origin, e-mail address). 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 sending a no-reply e-mail. 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 Website 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.

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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**).

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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 Website Content

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Any liability of ICO, its content providers, suppliers, affiliates, managers and employees for Website 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 Website Content for such purpose. Unless explicitly stated otherwise, all Website 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 Website 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. You also may be subject to additional terms and conditions that may apply when you use other offerings of ICO (such as ICO Examinations, ICO Fellowship and the ICO Portal), 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 by email to icoadmin@icoph.org, or by post at:

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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.