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User Terms and Conditions

Please read these User Terms and Conditions carefully before accessing the World Ophthalmology Congress 2020 Virtual® platform (this includes all websites and pages and will be hereinafter 'Platform'). By using this Platform, you confirm and agree that you have read, accepted and agree to be bound by these User Terms and Conditions, including liabilities and the applicable law. If you do not agree, do not use the Platform.

ARTICLE 1 'INTELLECTUAL PROPRIETY RIGHTS'

1.1 These Terms and Conditions, by implication or otherwise, do not constitute any license or right to use the trademarks used in connection with this Platform.

1.2 ICO retains all copyright and other proprietary rights in this Platform Look & Feel, and all its content and links to content.

1.3 The following names and logos 'ICO', 'WOC2020', and 'WOC Virtual' are trademarks of the ICO. You are not allowed use the logos.

ARTICLE 2 'PLATFORM ACCESS'

2.1. Access to this platform and its services is provided from the date of registration to 30 September, 23:59 CEST, 2020.

2.2 The User's access may be terminated, without prior notice, in the following circumstances:

- Information related to User is incomplete or erroneous, especially prescriber/non-prescriber information;
- Email address of the User is inactive or invalid;
- The User has not complied with these Terms and Conditions; *and/or*
- To comply with a legal process or protection of rights;
- ICO has decided to delete or disable the User account.

2.3 ICO reserves the right to delete, move or edit any communications at any time, for any reason or in its sole discretion, but has no obligation to review or remove any such content. In the event that any inappropriate or illegal posting is brought to ICO's attention, ICO may exercise appropriate action.

2.4 ICO may temporarily interrupt the access to this Platform in order to update, modify, rectify, improve or change the equipment used to provide the services.

2.5 You agree to use the platform and access the services only for lawful purposes and your use of the Platform and services is in no way unlawful or fraudulent;

2.6 You agree not to distribute all or any part of the Platform or services in any medium without ICO's prior written consent, unless such distribution is offered through the functionality of the Platform and permitted by these terms;

2.7 You agree not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the Platform or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you, the use of the Platform or access to the services;



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2.8 You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

2.9 You agree not to use or access the Platform for any commercial uses or for the benefit of any third party, including but not limited to:

2.9.1 the sale of access to the Platform or any associated content;

2.9.2 the solicitation of business in the course of trade or in connection with a commercial enterprise; and

2.9.3 the solicitation of any Visitors or Registered Users of the Platform with respect to their content for commercial purposes;

2.9.4 You agree to use the Platform and access this in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Website, Services;

2.9.5 You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Platform (including without limitation the Services) for any other purpose other than as permitted by these Terms without our prior written consent;

2.9.6 You agree not to access or attempt to access any other Visitor or Registered User's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;

2.9.7 You agree that you are solely responsible for (and that ICO has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that breach (including, but not limited to, any loss or damage which ICO or any third party may suffer).

ARTICLE 3 'USER RESPONSABILITIES'

3.1 You may browse this platform for personal and general information only.

3.2 You may not use, distribute, modify, transmit, revise, reverse engineer, republish, post or create derivative works of the content of this Platform, without ICO's prior written permission.

3.3 You shall not divulge or share your username or password.

3.4 You shall use this Platform only in the manner prescribed in this Agreement and in accordance with instructions that may appear during the use of this Platform. In doing this, the User must also respect social norms and the ethical codes.

3.5 You are solely responsible for verification of the accuracy of the information available on this Platform and any links from this Platform.

3.6 This Platform contains links to various websites and other pages. Visiting these websites or pages is at your own risk.



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3.7 Publication of any type of communications by a User, as well as your participation in the chat or live sessions is strictly voluntary and are your entire and sole responsibility.

3.8 You shall not divulge, transmit, extract or compile from this Platform the personal information of other Users.

3.9 You agree not to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane content or any material that constitutes or encourages criminal conduct or that violates any law.

3.9.1 You hereby agree to indemnify and hold ICO and its board members, officers, employees and agents harmless for any loss, liability, claim, damage, expense (including but not limited the costs of investigation and defense and reasonable attorneys' fees) arising from or in connection with the user's use of this platform in violation of this agreement or in violation of any applicable law.

3.9.2 You agree to hold ICO harmless from any action, prosecution, and damage claims, including, but not limited to, infringement or defamation, arising from or related to your online conduct or the material that you transmit on this Platform.

ARTICLE 4 "DIGITAL RIGHTS MANAGEMENT"

4.1 ICO may, in their sole discretion, use software, digital rights management tools, electronic watermarks, cookies, web beacons, tracking tools or services or any other similar tools or services that may be available from time to time (including where such tools are provided and operated by third parties) (collectively "DRM Tools") together with any other information or data provided by you so as to enable ICO to monitor and keep records of the copying, downloading and use of the Materials for the sole purpose of enabling ICO to protect and enforce their Intellectual Property Rights in and to the Materials.

4.2 You acknowledge and agree that your right to access and use the Materials is conditional upon ICO being entitled to use the DRM Tools as described above and that the use of such DRM Tools is necessary to protect ICO's legitimate interests. You must not, disable, circumvent, or attempt to disable or circumvent any DRM Tool used by ICO.

ARTICLE 5 'LIABILITY'

5.1. ICO, their affiliates, any directors, officers, employees, agents, contractors, subcontractors or agents, shall not, under any circumstances, be liable for any direct, consequential, incidental, indirect or special damages, of any kind, or any other damages whatsoever, including without limitation, those resulting from loss of use, data or profits, and whether resulting from the use or inability of use of any content of this Platform (or a website linked to this platform), or any other cause and even if caused by ICO or their affiliate's negligence or if ICO or their authorized representative has been apprised of the likelihood of such damages occurring, or both.

5.2 ICO does not endorse the remarks, diagnosis, or advice found in the material or works transmitted by users among themselves or published on this platform.

5.3 ICO does not verify or control the reliability, relevance or accuracy of the information or material transmitted by the user or by its sponsors or affiliates. The content of all postings is solely the responsibility of the authors or presenters.



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5.4 ICO assumes no responsibility for errors or omissions in the information or other documents which are referenced by or linked to this platform.

5.5 ICO makes no warranties or representations, whatsoever, express or implied, in connection with the suitability, for any purpose, of the contents of this platform, your use of this platform, or your use of the content of any website linked to this platform.

5.6 This Platform can be accessed from various countries around the world and may contain references to products, services, and programs that have not been announced in your country. These references do not imply that the host intends to announce such products, services or programs in your country.

5.7 In no event is ICO liable for any damage to your computer system or business delays caused by computer viruses that may emerge from the use of this Platform.

ARTICLE 6 'APPLICABLE LAW & COURT'

6.1 The law of the Netherlands shall govern any disputes, remedies, breaches or claims related to the present agreement.

6.2 All matters arising from the present agreement shall be heard by the District Court of the Hague, at the exclusion of the courts of any other country.

6.3 You further agree that the statute of limitations for any claim against ICO shall be brought within one (1) year from when the claim arose, and any claims not brought within such period shall be deemed waived.

ARTICLE 7 'MISCELLANEOUS'

7.1 ICO reserves the right, at its sole discretion, to change, modify, add or remove portions of these User Terms and Conditions, at any time.

7.2 It is your responsibility to check these User Terms and Conditions periodically for changes.

7.3 If any court or competent jurisdiction or governmental entity holds that any provision of these User Terms and Conditions is invalid or unenforceable for any reason, (a) the validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, and all remaining terms of these User Terms and Conditions remain in full force and effect, and (b) to the extent possible, the invalid provision shall be replaced with a new legally valid provision to achieve the purpose of the invalid provision.

7.4 These User Terms and Conditions shall not be interpreted or construed to confer any rights or remedies for any third parties.
