

## TERMS OF USE

*Last update: 28 August 2024*

Dear User, You are currently visiting <https://www.icon.partners/> or (hereinafter – the «Website»), which is owned and operated by AndAnd Operations OÜ, a company registered under the laws of Estonia, with its principal office at Narva mnt 7 – 634 Kesklinna linnaosa Tallinn, 10117 Harju maakond Estonia (hereinafter – «ICON», «We», «Us», «Our»). These Terms of Use should govern relationships between Users and ICON.

Please read these Terms of Use carefully before using the Website. If You do not agree with any part of these Terms of Use, please stop using the Website immediately.

### 1. SUBJECT MATTER

1.1. ICON reserves the right to define the terms and conditions of these Terms of Use at its own discretion. Acceptance of these Terms of Use can only be concluded by the other party (hereinafter – «User», «You», «Your») as a whole when using the Website. The User is not permitted to propose its own terms and conditions for these Terms of Use.

1.2. These Terms of Use govern the utilization of the Website, including access to its functionality and the services offered by ICON on this Website. These services may include (hereinafter – «Services»):

1.2.1. Complete access to the Website;

1.2.2. Knowledge and information services, valuable insights, other data;

1.2.3. Employment opportunities and application capabilities;

1.2.4. Contact us functionality;

1.2.5. Any other services added to the Website by ICON at its sole discretion.

1.3. The User may use the Website for any other services available on it, but in any case, the User shall not use the Website for any illegal purposes, and may not violate any laws of its jurisdiction or laws of Estonia or applicable EU regulations. We make no representations that this Website will be available in locations outside the European Economic area (hereinafter – «EEA»), if the User does so, the User is solely responsible for any consequences and warrants to indemnify ICON from any legal pretensions.

1.4. These Terms of Use, [Privacy Policy](#), and [Cookie Policy](#) constitute the entire agreement (hereinafter – the «Agreement») between You and ICON regarding the subject matter of this Agreement. These Terms of Use must be read and interpreted in conjunction with the [Privacy Policy](#) and [Cookie Policy](#). You may not use the Website without first reviewing the Agreement. By agreeing to the Terms of Use, it is presumed that the User has read and agreed to the Agreement in general.

1.5. All Users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If You are a minor, You must have Your parent or guardian read and agree to these Terms of Use prior to You using the Website.

1.6. Each party of this Agreement may be referred to individually as «**Party**» or collectively as «**Parties**».

## **2. ACCEPTANCE OF THE TERMS**

2.1. Acceptance is provided by performing any conclusive actions aimed at obtaining the Services provided by ICON on the Website by the User, which may include:

2.1.1. continuing to use and not leaving the Website after reading the Terms of Use;

2.1.2. transition to any web pages, hyperlinks of the Website;

2.1.3. using contact us form or any widget;

2.1.4. any other interaction with the Website.

## **3. INFORMATION AVAILABLE ON THE WEBSITE**

3.1. The Website may contain the following information:

3.1.1. general information about ICON;

3.1.2. types and characteristics of Services provided by ICON;

3.1.3. fields of legal expertise employed by ICON;

3.1.4. team description;

3.1.5. information about ICON projects, testimonials, achievements;

3.1.6. ICON blog;

3.1.7. ICON news;

3.1.8. career information, open vacancies;

3.1.9. any other information that ICON may choose to post on the Website.

## **4. CHANGES TO THE WEBSITE AND THE TERMS OF USE**

4.1. ICON reserves the right, temporarily or permanently, to modify, suspend or discontinue the Website (or any part thereof or related content) without notice, in its sole discretion, at any time and for any reason.

4.2. From time to time, ICON may at its sole discretion for any reason and without any liability to Users or any other person, modify, supplement or amend these Terms of Use and require User to agree to additional terms and conditions (hereinafter – «**Revised Terms**») in order to continue to use the Website.

4.3. We may restrict access to the Website from time to time due to maintenance and updates at Our sole discretion.

4.4. Access to certain parts of the Website may be restricted by ICON in its sole discretion.

4.5. In case of change of the terms, in order to access certain sections of the Website, use certain functions, web pages, the User must accept the Revised Terms.

4.6. The User agrees that he is responsible for tracking changes on Our Website. We do Our best to publish any new information about changes in the Terms of Use of the Website, but the User must independently check the Terms of Use for updates when accessing the Website. In any case, the User is obliged to comply with changes to this Agreement from the moment they are made and published.

4.7. We are not liable to the User or any third party for any modification, suspension, or termination of the Website or its content.

4.8. We are not liable for interruptions in access to the Website caused by failures in the operation of servers, routers, networks, etc. of third-party data centers or Internet service providers (Providers) of the User or a specific Provider selected by the User, or connection problems caused by them.

4.9. We reserve the right, but not the obligation, to:

4.9.1. monitor the Website for violations of these Terms of Use;

4.9.2. take appropriate legal action against anyone who, in Our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities;

4.9.3. in Our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your contributions or any portion thereof;

4.9.4. in Our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive or are in any way burdensome to Our systems;

4.9.5. otherwise manage the Website in a manner designed to protect Our rights and property and to facilitate the proper functioning of the Website.

## 5. INTELLECTUAL PROPERTY

5.1. Any literary and artistic works (in particular, but not exclusively, on the «Blog», «News» web pages), computer programs (in particular, but not exclusively, the Website code), databases, other works, other functions, functionality (including, but not limited to, all information, text, images, video, audio, as well as their design, selection and arrangement), materials, processes, procedures, methods, techniques, trademarks and any other content, as well as any objects under applicable law (hereinafter – «**Intellectual Property**») are owned by ICON or licensed to Us. All rights are reserved.

5.2. Any unauthorized, unlawful use of the Website or its content in violation of the Terms of Use, copying of works, including but not limited to the Website code, Website design, articles, video content is prohibited. Use of videos and articles posted on the Website or third-party websites is permitted only with a link to the ICON website or third-party website that lawfully uses such materials.

5.3. The User acknowledges, understands and agrees that ICON retains all rights to the Intellectual Property, except for the personal data subject to the Privacy Policy.

5.4. Unauthorized use of any trademarks, including reproduction, imitation, misleading use, is prohibited.

5.5. Any unfair use of the Website content and not for the purposes consistent with the law is prohibited and will be treated as an intentional violation of these Terms of Use, which leads to responsibility.

5.6. If the User violates the requirements of this section, he may be immediately denied access to the Website and will be liable in accordance with the laws.

5.7. The User is not granted any right to use ICON's Intellectual Property except as specifically provided elsewhere in the Terms of Use and in separate agreements with ICON. If User wishes to use any material for any purpose other than as stipulated in these Terms of Use, such use may only be made with Our permission upon User's direct request to Us or through the «Contact us» form.

## **6. PRIVACY AND COOKIE POLICY**

6.1. ICON does not collect personal data of Users, except as specifically stated in the [Privacy Policy](#). ICON reserves the right to make changes to the [Privacy Policy](#), so You can find the current version [here](#).

6.2. We and Our service providers use various technologies to collect information when You interact with Us, including cookies and other similar technologies which enables Us to collect information about Your device identifiers, IP address, web browsers used to visit the Website, pages or features viewed, access Website times, and links clicked. Where required, You will be asked for consent to Our use of cookies. To view more information on what cookies We use and how We use them, please review the [Cooky Policy](#).

## **7. CONFIDENTIAL INFORMATION**

7.1. Some information included on the Website is considered confidential.

7.2. The term Confidential Information also refers to all information that should reasonably be treated as confidential, including, but not limited to, third party contact information, information about ICON representatives, employees, information about security procedures and systems used by ICON, information about Our counterparties, business plans, patents, technologies, customers list and other information which should be reasonably interpreted confidential or will be marked as such.

7.3. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website (hereinafter – «**Submissions**») provided by You to Us are non-confidential and shall become Our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You.

7.4. You hereby waive all moral rights to any such Submissions, and You hereby warrant that any such Submissions are original with You or that You have the right to submit such Submissions. You agree there shall be no recourse against Us for any alleged or actual infringement or misappropriation of any proprietary right in Your Submissions.

## **8. NON-SOLICITATION**

8.1. Considering the significant resources invested by Us to find and retain employee/contractor/partner/professional/subcontractor/clients, as well as the Confidential

Information value, Users agree that they shall not, directly or indirectly, either alone or in concert with others (whether as an employee, agent, consultant, joint venturer, partner, lender, investor, owner, shareholder, director, or officer) without the consent of ICON:

8.1.1. solicit or entice any employee/contractor/partner/professional/subcontractor/clients of ICON to leave Us.

8.2. Users are forbidden to use any information about Our employees, contractors, partners etc. with the purposes other than acquaintance with the Services of ICON and prospective cooperation with Us.

## **9. THIRD PARTY SERVICES**

9.1. ICON may include links to third party websites on the Website.

9.2. Such links are provided for the convenience of the User. We are not responsible for the content of third party websites, collection of information about Users, other actions of third parties. Before using third party services, the User should read the terms of use of third party websites and services, as well as their privacy policy.

## **10. LIMITATION OF LIABILITY**

10.1. ICON strives to make the use of the Website convenient. Nevertheless, We are not liable for any unlawful use of the Website by Users. The information posted on the Website on an «as is» basis may contain technical or typographical inaccuracies or mistakes, therefore We do not guarantee the accuracy of the posted data, makes no representations or guarantees with regarding such information, and Users should not make any business decisions based on the information posted on the Website.

10.2. Use of any part of the Website is at Your own risk. We cannot and do not accept any liability for any activity that the User may carry out using the Website.

10.3. The information published on the Website is intended for general use and should not be relied upon for making personal or business decisions. We do not offer personalized legal advice on the Website. For such services, please contact Us directly.

10.4. The Website may not be available in all languages or in all countries, and We make no representation that the functionality of the Website will be appropriate, accurate, or available for use in any particular location. Any information posted on the Website is current only as of the date of its publication, and may not be correct at the time of further use of the Website.

10.5. The Services may not be uninterrupted or secure. The User understands that the risks to security, privacy, and confidentiality cannot be completely removed. Therefore, the User guarantees not to file claims in connection with circumstances beyond Our control.

10.6. ICON is not liable for verifying the identity of Users.

10.7. ICON is not liable for any User information uploaded to the Website (in the contact form, other methods). We also do not guarantee the accuracy, applicability or response of ICON to the User's requests.

10.8. We are not liable for the use of third party services.

10.9. Also, We do not guarantee that:

10.9.1. The Services will be compatible with Your computer and related hardware and software;

10.9.2. The Services will be available or function without interruption, or will be error-free, or any errors will be corrected;

10.9.3. Information available on or through the Services will be accurate, complete, consistent, or timely;

10.9.4. The information on the Website will not violate the rights of third parties;

10.9.5. Any User information (for example, email information and request through contact form) can be stored by ICON.

10.10. The User agrees to use Our Website with all reasonable security precautions. We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against Us arising from any such loss or corruption of such data.

10.11. The User understands that any site may be subject to virus attacks, information distortion, and other cases beyond Our control.

10.12. The User voluntarily waives any claims against Us, as well as the filing of claims regarding the use of the Website. The User will not claim any compensation for any damages in relation to the use of the Website.

## **11. SUSPENSION OF ACCESS TO THE WEBSITE**

11.1. ICON has the right at any time, at its sole discretion, to suspend the User's access to the Website at its own initiative, without penalty or liability to the User or any third party, as well as in case of violation of the Terms of Use by the User or any other actions that may lead to violation of the Terms of Use.

11.2. If the User violates these Terms of Use, this action is in addition to, and not in substitution for, any other right or remedy that may be available to Us. The following provisions shall continue in effect after the suspension of these Terms of Use for any reason: Intellectual Property, Confidential Information, Non-Solicitation, Limitation of Liability, Applicable Law and Dispute Resolution.

## **12. PROHIBITED ACTIVITIES**

12.1. You may not access or use the Website for any purpose other than that for which We make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Us.

12.2. As a User of the Website, You agree not to:

12.2.1. Collect data or content systematically to create databases or directories without Our written permission.

12.2.2. Make unauthorized use of the Website, including collecting personal information or any other deceptive means.

12.2.3. Circumvent or interfere with security features preventing the use or copying of content on the Website.

- 12.2.4. Engage in unauthorized framing or linking to the Website.
- 12.2.5. Use automated tools for data mining, robots, or similar extraction methods.
- 12.2.6. Disrupt or burden the Website or its connected networks and services.
- 12.2.7. Use the Website for competitive or revenue-generating purposes.
- 12.2.8. Attempt to decipher, decompile, disassemble, or reverse engineer the Website's software.
- 12.2.9. Bypass measures designed to prevent or restrict access to the Website.
- 12.2.10. Harass, annoy, intimidate, or threaten Our employees or agents.
- 12.2.11. Delete copyright or proprietary rights notices from any content.
- 12.2.12. Copy or adapt the Website's software, including code.
- 12.2.13. Upload or transmit viruses, Trojan horses, or other disruptive material.
- 12.2.14. Transmit material acting as an information collection or transmission mechanism (e.g., spyware, cookies) without consent.
- 12.2.15. Use automated systems, such as spiders, robots, or scrapers, without authorization.
- 12.2.16. Disparage, tarnish, or harm us or the Website.
- 12.2.17. Use the Website in a manner inconsistent with applicable laws or regulations.

### **13. APPLICABLE LAW AND DISPUTE RESOLUTION**

13.1. This Agreement will be governed by and construed in accordance with the laws of England and Wales. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel, and shall not be construed strictly for or against any Party.

13.2. Any disputes shall be resolved through negotiations by prior contact of the Users to the feedback service by email [office@icon.partners](mailto:office@icon.partners) within 60 (sixty) calendar days after one of the Parties has notified another on the matter of the dispute(s) and initiated negotiations.

13.3. If such disputes cannot be resolved through negotiations, all disputes arising out of or in connection with this Terms of Use, including any disputes regarding its existence, validity or termination, shall be resolved solely in courts of Estonia.

13.4. If any provision of these Terms of Use is found by a court or other tribunal of competent jurisdiction to be unenforceable, then such provision shall be modified, limited only to the minimum extent necessary so that these Terms of Use remain in full force and effect.

### **14. OTHER PROVISIONS**

14.1. The titles and section headers used in this Agreement are just for convenience and have no bearing on how any of its provisions are written.

14.2. Each Party affirms that it has the power and authority to engage into this Agreement.

14.3. You agree to defend, indemnify, and hold Us harmless, including Our subsidiaries, affiliates, and all of Our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party, due to or arising out of Your:

14.3.1. use of the Website;

14.3.2. breach of these Terms of Use;

14.3.3. any breach of Your representations and warranties set forth in these Terms of Use;

14.3.4. Your violation of the rights of a third party, including but not limited to intellectual property rights.

14.4. Notwithstanding the foregoing, We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us, and You agree to cooperate, at Your expense, with Our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

14.5. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of Our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Our reasonable control.

14.6. There is no joint venture, partnership, employment, or agency relationship created between You and Us as a result of these Terms of Use or use of the Website. You agree that these Terms of Use will not be construed against Us by virtue of having drafted them.

14.7. Visiting the Website, sending Us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications We provide to You electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing.

## **15. FEEDBACK**

15.1. In case of any questions when using the Website or on other issues, Users may contact Us according to the procedure established on the ICON web page, via or by mail [office@icon.partners](mailto:office@icon.partners).

15.2. By filling out the application contact form or sending a message to [office@icon.partners](mailto:office@icon.partners), You confirm that You are at least 18 years old and have the legal capability and authority to cooperate with Us.

**Icon.Partners**