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You are advised to please read all of these terms and conditions **PRIOR** to your using this website in any way. This is because you agree that, by using this website, you will adhere to the following terms and conditions of use in full and without exception otherwise you should cease your use of this website and exit it immediately.

Ownership

www.essenceoficon.com is Essence of Icon's official website that Essence of Icon operates and manages.

Contents of the Website

The Essence of Icon website's content includes, but is not limited to, all graphics, text, images, photographs, illustrations, and their design, selection and arrangement) is safeguarded by copyright and/or trademark law, as applicable as the facts and circumstances dictate.

You are also advised that other trade names and trademarks, may from time-to-time, be featured on this website but, unless otherwise specifically stated to the contrary, these other trade names and trademarks are to remain their individual owners property.

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You may download the Essence of Icon website's materials under a limited licence to **ONE** personal computer and/or print a hard copy of these same materials for personal, non-commercial use so long as all copyright, trademark and other proprietary notices remain in place, since Essence of Icon needs to be acknowledged as the material's source.

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This limited licence's use is considered to be founded upon both your unequivocal agreement and adherence to these terms and conditions of use in full.

Any other use of this website's materials including reproduction outside of the purposes expressly recognised under these terms and conditions, variation, distribution, or republication, without Essence of Icon's prior permission in writing is absolutely prohibited and will thus be considered to be a violation of Essence of Icon's proprietary rights.

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In the event that you download any software from the Essence of Icon's website, this software (which collectively refers to any and all files and/or images that the software incorporates or generates, along with any accompanying data) is considered to be wholly subject to the provisions of the limited licence detailed herein.

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Disclaimer

The Essence of Icon website and all of its materials are provided without any kinds of express or implied representations or warranties.

Essence of Icon also expressly disclaims all representations and warranties, including, but not limited to, the need for fitness for purpose to the fullest extent that the laws that are considered to apply are allowed.

Essence of Icon also **DOES NOT** represent or warrant the information and/or facilities on or that may be accessed through the Essence of Icon website are accurate or will be free from defects, including, but not limited to, viruses or any additional elements that are harmful.

Users of this Website

You assume all of the costs resulting from your use of the Essence of Icon website.

Limitation of Liability

Where the applicable laws permit this, neither Essence of Icon nor any of their officers, employees, affiliates or other representatives will be held liable for any direct or indirect loss or damages (caused by negligence or otherwise) arising from or connected to the utilisation of, or inability to utilise, the materials in and/or facilities or services provided via the Essence of Icon website, including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, property loss or damage and third parties claims.

In the event that this clause is found to be partially or wholly unenforceable in any jurisdiction, then Essence of Icon's total liability to you for all damages, losses, and claims in contract, tort, or otherwise exceed what you paid to access this website.

However, you are also advised that nothing in this clause will serve to limit and/or provide for the exclusion of any liability for personal injury or death resulting from any acts or omissions of negligence.

Indemnification

By using the Essence of Icon website, you agree to always defend, indemnify and hold harmless CUFC and any and all of its officers, employees and agents from and against all liabilities, claims, damages, costs and expenses emanating from the website's use; material you post, upload, e-mail or otherwise transmit through the website; or your violation, breach or alleged violation or breach of this website's terms and conditions of use.

Children under 16 years of age

Anyone that uses the Essence of Icon website who is under 16 years of age **MUST** ask their parents/guardians before:

- (a) Either e-mailing Essence of Icon or asking Essence of Icon to e-mail anything to you;
 - (b) Sending Essence of Icon any information;
 - (c) Entering any content or playing any game which needs your personal information or offers you a prize which may be available at any given time;
 - (d) Posting on any available bulletin board information or entering any available chat room;
- AND/OR**
- (e) Buy anything available online via the website.

Therefore, your ongoing use of this website and any of the other services that Essence of Icon offers, you confirm your parents/guardians have given you their full consent to use this website.

Links from this website

From time to time, this website may include links to other websites owned and/or operated by third parties elsewhere on the internet for your convenience.

We **ARE NOT** and **DO NOT** claim to be responsible for the content of any website that Essence of Icon's website links to at any time.

We fully and unequivocally disclaim all warranties that may be express or implied regarding the contents accuracy, legality, reliability or validity on any third party website that our website links to and that such websites will be virus-free or not include any other elements that are of a harmful nature

Terms and Conditions of Use and Privacy Policy's Amendments

Essence of Icon reserves the right to, at any time and without notice, add to, vary or remove any of these terms and conditions of use and our separate privacy policy which will apply as soon as they appear upon Essence of Icon's official website.

You agree that, by continuing to make use of this website, you accept any and all changes that are made to Essence of Icon's terms and conditions of use and our separate privacy policy at any time. With this in mind, each and every time you use this website, it is your responsibility to check these terms and conditions use and the separate privacy policy for any chances.

You are also advised that we could, from time-to-time, add, vary, discontinue, withdraw or suspend any other content on the Essence of Icon website at any given time, including, but not limited to, products and services features and specifications that the website describes or depicts at any time without notice and/or liability, temporarily or permanently.

Governing Law

You access the Essence of Icon website at your own risk and are considered to be personally responsible for complying with any local laws that apply to its use.

The terms and conditions will be both governed by and construed in keeping with England and Wales' laws.

In the event that a dispute arises based on these terms and conditions, its resolution shall be subject to England and Wales' courts jurisdiction (subject to any appeal that may arise) and, through the utilisation of this website, you agree to these courts' jurisdiction for these kinds of purposes and waive all objections these courts' jurisdiction or venue.

Miscellaneous

The waiver of any of the terms and conditions set out above must be signed in writing on Essence of Icon's behalf to be considered to be valid.

However, you are also advised than any waiver of any of the terms and conditions provided hereunder will not operate as a waiver of any other terms and conditions that are provided herein or the same provision's ongoing waiver in the future.

In addition, in the event that any competent court finds any of these terms and conditions to be either void or unenforceable for any reason then that term or condition will be deemed to be ineffective without impacting upon the remaining terms and conditions validity and enforceability.

You are also advised that these terms and conditions are considered to represent the parties to this agreement's entire understanding regarding the subject matter set out.

In so doing, these terms and conditions are considered to override anything and everything that has previously been in place between the parties, whether orally or in writing, and will not be considered changed aside from where it is signed and completed in writing by you and on Essence of Icon's behalf.