**TERMS OF SERVICE**

Please read these terms and conditions (the “agreement”) carefully before using the services. By accessing or using any part of the site or any content or services (as each is defined below) on the site, you agree to become bound by this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the site or use the content or any services in the site.

I C U’s ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY I C U, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

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The Web pages available at www.icuinparis.com, and all linked pages ("Site"), are owned and operated by I C U, Inc. ("I C U – IN PARIS") and are accessed by you ("Subscriber") under the following terms and conditions:

I C U reserves the right, at its discretion, to modify this Agreement or the price or charge for any Service (as defined below) or Content (as defined below) at any time by posting a notice on the Site, or by sending Subscriber a notice via email or postal mail. Subscriber shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by Subscriber following such notification constitutes Subscriber's acceptance of the terms and conditions of this Agreement as modified.

**1. ACCESS TO THE SERVICES.**

Subject to the terms and conditions of this Agreement, I C U may offer to provide certain services and content, as described more fully on the Site, and which are selected by Subscriber through the process provided on the Site ("Services"). Services shall include, but not be limited to, any services I C U performs for Subscriber, as well as the offering of any materials displayed or performed on the Site (including, but not limited to text, graphics, news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") on the Site. I C U may change, suspend or discontinue the Services including any Content for any reason, at any time, including the availability of any feature, database, or content. I C U may also impose limits on certain features and services or restrict Subscriber's access to parts or all of the Services without notice or liability.

Subscriber certifies to I C U that if Subscriber is an individual (i.e., not a corporation) Subscriber is at least 13 years of age. Subscriber also certifies that it is legally permitted to use the Services and access the Site, and takes full responsibility for the selection and use of the Services and access of the Site. This Agreement is void where prohibited by law, and the right to access the Site is revoked in such jurisdictions.

**2. SITE CONTENT.**

I C U grants you, the Subscriber a limited license to access and use the content on this site. No download of any content is permitted except when authorized. When authorized content is downloaded, the Subscriber maintains all copyright and other notices contained in such Content. Subscriber shall not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from I C U, or from the copyright holder identified in such Content's copyright notice.

The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Subscriber may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in this Section of the Subscriber Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part. Subscriber shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

I C U does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant I C U the following worldwide, royalty-free and non-exclusive license(s), as applicable:

a. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or I C U removes such Content from the Service.

b. With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of I C U that are intended by I C U to be available to the general public. By way of example, publicly accessible areas of the Service would include I C U’s Marketplace and portions of I C U that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of I C U that are intended for private communication or for the private viewing such as Future Collections or areas off of the I C U such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by I C U.

**Content and Activity Prohibited.**

The following Content and/or activity is illegal or prohibited on icuinparis.com. I C U reserves the right to investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the Prohibited Content, curbing the activity and terminating the registration. Prohibited Content and activity in the opinion of I C U, Inc.:

• Promotes usage of the account, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;

• Creates material that is offensive, and promotes hatred of any kind against any group or individual;

• Exploits people in a sexual or violent manner;

• Contains nudity, violence, or offensive subject matter or contains a link to an adult website;

• Solicits personal information from anyone under 18;

• Provides contact information involuntary including but not limited to telephone numbers, street addresses, last names, URLs or email addresses other than in connection with the Profile on Moxsie.com;

• Promotes false or illegal conduct that is abusive, threatening, obscene, defamatory or libelous;

• Promotes an illegal or unauthorized copy of another subscriber, person or company's copyrighted work;

• Involves the transmission of "junk mail," or unsolicited mass mailing

• Contains restricted or password only access pages or hidden pages or images

• Promotes any criminal behavior or provides instructional information about illegal activities

• Involves commercial activities and or sales without prior written consent such as contests, sweepstakes, or advertising

• Includes video, photos of another people that you have posted without those people's consent;

• Posts advertisements or solicitations of business,

• Impersonates another person.

• Advertises to, or solicits any subscriber to buy or sell any products or services through icuinparis.com other than someone authorized by I C U, Inc.

• Uses any information obtained from the icuinparis.com in order to contact, advertise to, solicit, or sell to any subscriber without their prior explicit consent. I C U, Inc. reserves the right to restrict the number of messages sent by a subscriber within a certain time frame, at its sole discretion,

• Covers any advertisements on any icuinparis.com page by any means;

• Creates an automated use of the system, such as using scripts to add friends or send comments or messages;

• Interferes with or creates an undue Network or Storage burden on icuinparis.com

**3. RESTRICTIONS.**

Subscriber is responsible for all of its activity in connection with the Services and accessing the Site. Subscriber may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any I C U user.

Subscriber shall not use any part of the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity. Subscriber will not run Mail list, Listserv, any form of auto-responder, or "spam" on the Site, or any processes that run or are activated while the Subscriber is not logged in.

**4. WARRANTY DISCLAIMER.**

Subscriber acknowledges that I C U has no control over, and no duty to take any action regarding: which users gains access to the Site; what Content Subscriber accesses via the Site; what effects the Content may have on Subscriber; how Subscriber may interpret or use the Content; or what actions Subscriber may take as a result of having been exposed to the Content. Subscriber releases I C U from all liability for Subscriber having acquired or not acquired Content through the Site. The Site may contain, or direct Subscriber to sites containing, information that some people may find offensive or inappropriate. I C U makes no representations concerning any content contained in or accessed through the Site, and I C U will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site. THE SERVICES, CONTENT, SITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

**5. OTHER POLICIES**

For information regarding I C U’s treatment of personally identifiable information, please review I C U’s current privacy policy [**here**](http://www.icuinparis.com/eshop/index.php/privacy#http://www.icuinparis.com/eshop/index.php/privacy).

I C U’s current privacy policy is available [**here**](http://www.icuinparis.com/eshop/index.php/privacy#http://www.icuinparis.com/eshop/index.php/privacy) (the "Privacy Policy"), which is incorporated by this reference. I C U will not edit, delete or disclose the contents of your data in connection with the Service unless (1) reasonably necessary to perform the Service, (2) authorized by you, (3) otherwise permitted under the Privacy Policy or (4) I C U is required to do so by law or regulation, or in the good faith belief that such action is necessary to (i) conform or comply with applicable laws, regulations or legal process, (ii) protect or defend the rights or property of I C U or any other user or (iii) enforce the Terms of Use.

**6. CONTRIBUTIONS TO I C U**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to I C U through its “[Submit Your Designs](http://www.icuinparis.com/eshop/index.php/submityourdesigns#http://www.icuinparis.com/eshop/index.php/submityourdesigns)”, suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) I C U is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) I C U shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) I C U may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of I C U without any obligation of I C U to you; and (f) you are not entitled to any compensation or reimbursement of any kind from I C U under any circumstances.

**7. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your I C U ID), use of the Service, or access to the Service.

**8. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that I C U may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on I C U’s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that I C U has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that I C U reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that I C U reserves the right to modify these general practices and limits from time to time.

**9. REGISTRATION AND SECURITY.**

As a condition to using Services, Subscriber may be required to register with I C U and select a password and Subscriber name ("I C U User ID"). Subscriber shall provide I C U with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of Subscriber's account. Subscriber may not (i) select or use a I C U User ID a name of another person, brand, or store with the intent to impersonate that person, brand, or store; or (ii) use as a I C U User ID a name subject to any rights of a person, brand, or store other than Subscriber without appropriate authorization. I C U reserves the right to refuse registration of, or cancel a I C U User ID in its discretion. Subscriber shall be responsible for maintaining the confidentiality of Subscriber's I C U password.

**10. INDEMNITY.**

Subscriber will indemnify and hold harmless I C U, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorneys' fees and costs), from any claim or demand made by any third party due to or arising out of Subscriber's access to the Site, use of the Services, the violation of this Agreement by Subscriber, or the infringement by Subscriber, or any third party using the Subscriber's account, of any intellectual property or other right of any person or entity.

**11. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL I C U BE LIABLE WITH RESPECT TO THE SITE OR THE SERVICES (I) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE FEES PAID BY SUBSCRIBER FOR SUCH SERVICES; OR (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER.

**12. FEES AND PAYMENT.**

Some of the Services offered by I C U in future may require payment of fees. Subscriber shall pay all applicable fees, as described on the Site in connection with such Services selected by Subscriber. I C U reserves the right to change its price lists and to institute new charges at any time, upon thirty (30) days prior notice to Subscriber, which may be sent by email or posted on the Site.

**13. TERMINATION.**

Either party may terminate the Services at any time by notifying the other party by any means. I C U may also terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if Subscriber breaches any of the terms or conditions of this Agreement. Any fees paid hereunder are non-refundable. Upon termination of the Subscriber's account, Subscriber's right to use the Services, access the Site and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

**14. MISCELLANEOUS.**

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. I C U shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond I C U’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Subscriber except with I C U’s prior written consent. I C U may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws provisions thereof. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind I C U in any respect whatsoever.