

## TERMS OF USE

Last Modified: 10 December 2025

These Terms of Use, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, these “**Terms**”), set forth a legally binding agreement between you (“**you**” or “**your**”) and Ikonz Pte. Ltd. (“**Ikonz**,” “**we**,” “**us**,” or “**our**”). These Terms govern your use of (i) our website located at <https://www.ikonz.club/> (the “**Site**”), and (ii) any content, information, functionality or services made available on or through the Site (clause (ii), collectively, the “**Services**”). Please read these Terms carefully before accessing or using the Site or any of the Services.

**ARBITRATION NOTICE: SECTION 18 (DISPUTE RESOLUTION) OF THESE TERMS CONTAINS A MUTUAL ARBITRATION AGREEMENT (THAT WAIVES YOUR RIGHT TO A COURT HEARING AND JURY TRIAL) AND A CLASS ACTION WAIVER. YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE READ SECTION 18 (DISPUTE RESOLUTION) CAREFULLY.**

### 1. ACCEPTANCE OF TERMS

By accessing or using the Site or the Services, you accept and agree to be bound by these Terms. In addition to these Terms, your access to and use of certain portions or aspects of the Site, or your ability to access and/or use certain Services, may require you to accept additional terms and conditions (collectively, “**Additional Terms**”). The Additional Terms are hereby incorporated and made a part of these Terms by this reference.

THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICES. BY USING THE SITE AND/OR ANY OF THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE OR THE SERVICES.

### 2. AGE REQUIREMENTS

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by the terms and conditions of these Terms, in order to access and use the Site and the Services. Individuals under the age of majority are not eligible to use the Site or the Services and may not submit any personal information to us. You acknowledge and agree that your ability to access and/or use certain Services may require a minimum age that is higher than the applicable age of majority. By accessing or using the Site and/or the Services, or by clicking to accept these Terms when this option is made available to you, you represent and warrant that you are at least the age of majority in your state of residence, are legally entitled to enter into these Terms, are legally able to enter into any and all purchase agreements with us and our partners, vendors, agents and service providers, and have the right, authority and capacity to enter into and abide by the terms and conditions of these Terms.

### 3. MODIFICATION TO THESE TERMS

We may amend or modify these Terms at any time. We will e-mail you or post a notification on the Site in the event of any material changes to these Terms. Such changes, whether in the form of modifications, additions or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Site. Please check these Terms periodically for changes. Your continued use of the Site and/or the Services following our posting of any changes to these Terms means that you accept and agree to those changes.

#### 4. PRIVACY POLICY

Your personal information and privacy are important to us. Our [Privacy Policy](#) governs the processing of all personal data collected from you in connection with your use of the Site and/or the Services. The [Privacy Policy](#) and its terms and provisions are hereby incorporated and made a part of these Terms by this reference. You must agree to the [Privacy Policy](#) in order to use the Site and/or the Services.

#### 5. ACCESSIBILITY

Ikonz is committed to helping those with disabilities access the Site and/or the Services. We strive to provide an excellent online experience for all our guests – including those with sight, hearing and other disabilities. If you have difficulty using or accessing any element of the Site or the Services or if you have any feedback regarding accessibility of the Site or the Services, please feel free to contact us at [support@ikonzstudios.com](mailto:support@ikonzstudios.com).

#### 6. MOBILE SERVICES

Certain of the Services are available via a mobile device. To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Services, may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. You agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device.

If you provide us with your phone number, you agree to receive automated marketing calls or texts (e.g., marketing, promotions, discounts, offers for products and/or services, etc.) from or on behalf of Ikonz at the phone number(s) you have provided to Ikonz. Such consent is not a condition of purchasing products or services from us. You acknowledge that message frequency varies and that message and data rates may apply. You further acknowledge that certain of such calls or texts may be artificial and/or pre-recorded. You may opt out at any time by following the applicable instructions provided in such calls or texts.

#### 7. RESTRICTIONS ON USE

##### Solely for Personal Use

You may use the Site, the Services and all associated content solely for your personal use and enjoyment. The Site, the Services, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

##### Accuracy of Information as Condition to Site Access

To access parts of the Site or the Services, you may be asked to provide certain, sometimes personal, information. It is a condition of your use of the Site or the Services that all the information you provide on the Site or the Services is correct, current and complete.

##### Restrictions

When accessing or using the Site or the Services you **may not**:

- Use any device, software or routine to interfere with the proper functioning of the Site;
- Transmit any unlawful, threatening, abusive, libelous, defamatory, discriminatory, obscene, vulgar, pornographic (including, but not limited to, child pornography), profane, obscene, lewd, lascivious, filthy, vile or indecent information of any kind, including images and language;

- Transmit any message that constitutes, encourages or incites conduct that would constitute a criminal offense or give rise to civil liability;
- Transmit or solicit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights; is protected by copyright, trademark, or other intellectual property or proprietary rights; or is a derivative work with respect thereto, without first obtaining permission from the owner or right holder;
- Transmit any information, software or other material that contains a virus, Trojan horse, time bomb, worm or other rogue programming or other harmful component;
- Use any software, tool, data, device or other mechanism to navigate or search the Site, other than generally available browsers or a search engine provided by us;
- Use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute any information or content available on the Site;
- Frame or utilize framing techniques to enclose any aspect of the Site, including any trademark, logo or other proprietary information (including, but not limited to, images, text, page layout or form) without our express written consent;
- Use any metatags or any other “hidden text” utilizing our name or trademarks without our express written consent;
- Violate or attempt to violate any security features of the Site (it being acknowledged that any violation of system or network security may subject you to civil and/or criminal liability);
- Violate security features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content on the Site, including, without limitation, by use of any manual or automated software, devices, scripts bots, crawlers, spiders, data miners, scraping or other automatic access tools;
- Access content or data not intended for you or logging onto a server that you are not authorized to access;
- Attempt to probe, scan or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- Interfere or attempt to interfere with service to any visitor, host or network, including, without limitation, by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing” or “crashing;”
- Use the Site to send unsolicited e-mail, promotions, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or advertisements;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or in any posting; or
- Attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site.

## **8. USER COVENANTS**

By accessing or using the Site and/or the Services, you agree to, acknowledge, and represent as follows:

- You will comply with all applicable federal, state or local laws, rules and regulations in using the Site and/or the Services, and you will not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of any applicable law, rule or regulation.
- You have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and warranties and be bound by the covenants provided herein.

## **9. COPYRIGHTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS**

When accessing and using the Site and/or the Services, you agree to obey all applicable laws and to respect the intellectual property rights of others.

As between you and us, all content on the Site and the Services, including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, audio content, audio-visual content, podcasts, recordings, sound or any other digital media, is owned by us and/or our licensors and is subject to protection by patent, copyright, trademark or other intellectual property or proprietary rights. In addition, the entire content of the Site is copyrighted as a collective work under the United States copyright laws, and we own the copyright in the selection, coordination, arrangement and enhancement of such content. Any feedback, suggestions or ideas you provide to us relating to the Site and/or the Services shall be deemed to be non-confidential and we shall be free to use such feedback, suggestions or ideas on a royalty-free, perpetual, irrevocable, worldwide, transferable, unrestricted basis.

All trademarks, trade names, trade dress, logos and service marks (collectively, the “**Trademarks**”) appearing on the Site and/or the Services are the property of their respective owners, including, in some instances, us and/or our partner companies. Nothing contained on the Site, the Services or these Terms serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party.

Except as expressly provided herein, you may not use, modify, create derivative works of, copy, redistribute, reproduce, publish, transmit, display, commercialize, or in any other way exploit any content or material from the Site or the Services without express written permission from us and, if applicable, the respective copyright owner. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Site and/or the Services.

## **10. THIRD-PARTY SITES; LINKING AND FRAMING**

We may provide links and pointers to websites, goods and/or services maintained, owned or controlled by others (“**Third-Party Sites**”) that are not affiliated with us and may be located in different countries and that may subject to different regulatory and other legal requirements. We have not reviewed all of the Third-Party Sites linked to the Site or the Services and are not responsible for the content or services offered on such Third-Party Sites, including, but not limited to, any advertising, order processing and fulfilment, or payment terms related to such Third-Party Sites. Access to Third-Party Sites through the Site or the Services does not constitute an endorsement by us or any of our subsidiaries or affiliates of any such Third-Party Sites, or the content or services offered by them. We have no responsibility or liability for these Third-Party Sites’ independent policies or actions and are not responsible for the privacy practices of such Third-Party Sites. Complaints, claims, concerns or questions regarding Third-Party Sites should be directed to the applicable third party.

If we provide links to social media platforms, such as Facebook, TikTok, Instagram or X, and you choose to visit any such social media platforms through our links, please note that the personal information you post, transmit or otherwise make available on or through such social media platforms may be viewed by the general public. We do not control any content or information made available on such social media platforms and we are not responsible for any third-party use of any such content or information, including, without limitation, personally

identifiable information, that you have posted, transmitted or otherwise made available on such social media platforms.

You shall not mirror or frame the Site or Services or any part thereof. You shall not link to the Site or Services on any other site, service or product which, as determined by Ikonz in its sole discretion, (i) publishes, contains, broadcasts or promotes libelous, abusive, offensive, harassing, violent, inflammatory, threatening, defamatory, obscene, indecent, sexually explicit, pornographic or otherwise objectionable materials, (ii) promotes discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation or age, or (iii) publishes, contains, broadcasts or promotes materials that could give rise to any civil or criminal liability under U.S. or international law. You also shall not link to the Site or Services in such a way as to suggest any form of association, approval or endorsement on Ikonz's or its affiliates' part. If we notify you of a violation of this paragraph, you shall immediately take down the link to the Site or Services.

## **11. UPDATES**

We will not be liable if, for any reason, all or part of the Site or the Services is ever unavailable. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or the Services, or any part thereof, with or without notice. We undertake no obligation to update, amend or clarify information on the Site or the Services, except as required by law. No specified update or refresh date applied on the Site should be taken to indicate that all information on the Site or the Services has been modified or updated. Please remember when reviewing information on the Site or the Services that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on the Site or the Services to become inaccurate or incomplete.

On occasion, information on the Site or the Services may contain errors. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies, or omissions, and to change or update information.

## **12. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FURTHER, ALL INFORMATION MADE AVAILABLE THROUGH THE SITE AND/OR THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY USE OF, OR RELIANCE ON, SUCH INFORMATION IS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY CONTENT, INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SITE OR THE SERVICES WILL BE CORRECTED. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE OR THE SERVICES IS TO STOP USING THE SITE OR THE SERVICES, AS APPLICABLE. THE FOREGOING LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND US UNDER THESE TERMS. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE LENGTH OR SCOPE OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **13. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL IKONZ

AND/OR ITS AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, CONTENT PROVIDERS, EQUITY HOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OFFICERS, DIRECTORS, MANAGERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**IKONZ PARTIES**”) BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE), RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICES; (II) ANY ACT OR OMISSION BY YOU THAT IS BASED (IN WHOLE OR IN PART) ON ANY INFORMATION, STATEMENT OR CONTENT THAT IS PROVIDED OR OTHERWISE MADE AVAILABLE TO YOU BY OR THROUGH THE SITE OR THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR OTHER DATA; OR (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE AND/OR SERVICES. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF THE IKONZ PARTIES TO YOU, FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THESE TERMS REMAIN IN FULL FORCE AND EFFECT.

#### **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Ikonz Parties from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys’ fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation or breach of these Terms; (ii) your use of the Site and/or the Services; (iii) your dispute with another user; (iv) your violation of any rights of any third party; or (v) your violation of applicable law. This indemnification obligation will continue after you stop using the Site and/or the Services. We reserve the right to assume the exclusive defense and control of any claim and matter otherwise subject to indemnification by you at your expense, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

#### **15. FORCE MAJEURE**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, changes in law, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), cyberattacks, denial of service attacks, restraints or delays affecting carriers, inability to obtain or delay in obtaining adequate or suitable supplies, breakdown of materials or telecommunications, or power outage.

#### **16. CONSENT TO ELECTRONIC COMMUNICATIONS; NOTICES**

You agree that we or our authorized agents may provide you in electronic form any information or other communications regarding our Services. These communications may be provided through our Site, e-mail, text message or another website. When you visit our Site, use the Services, or communicate with us electronically, you consent to receive communications from us electronically.

We may send you responses or notices by e-mail, posting to the Site, or written communication sent by U.S. Postal

Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 17. GOVERNING LAW

These Terms and your use of the Site and/or the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of New York, U.S.A., without giving effect to any principles of any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of New York to apply.

## 18. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

### Timing of Claims

Any Claim (as defined below) you may have with respect to the Site and/or the Services must be commenced within one (1) year after the Claim arises.

### Arbitration and Venue

You agree that any cause of action, claim or dispute (each, a “**Claim**”) relating in any way to your use of the Site and/or the Services shall be submitted to confidential arbitration as set forth in this Section 18, except that, notwithstanding anything in this Section 18 to the contrary, we may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction (including, without limitation, if you have in any manner violated or threatened to violate our intellectual property rights), and you consent to jurisdiction and venue in such courts. YOU AND IKONZ WAIVE ALL RIGHTS TO A JURY TRIAL, INCLUDING, WITHOUT LIMITATION, ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY.

If you elect to seek arbitration, you must first send to us a personal, individualized written notice of your Claim (each, a “**Notice**”) by e-mail at support@ikonzstudios.com or by certified mail addressed to: Ikonz at 68 CIRCULAR ROAD, #02-01, SINGAPORE (049422)]. If we initiate arbitration, we will send a Notice to you in accordance with these Terms. A Notice, whether sent by you or by us, must (i) describe in reasonable detail the nature and basis of the Claim (including the identity of the claimant and the claimant’s counsel (if any), and a detailed description of the legal claims being asserted); and (ii) set forth in reasonable detail the specific relief sought. Following receipt of a Notice, the parties agree to first attempt to negotiate the applicable Claim informally for up to thirty (30) days and you agree to personally participate in such informal negotiations. If the Claim cannot be resolved by the parties through informal negotiation within such thirty (30)-day period, then you or we may commence an arbitration proceeding. During this pre-arbitration negotiation, all offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by either of the parties, or their agents, employees and/or attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in any arbitration involving the parties.

Arbitration under these Terms shall be submitted to and conducted by the International Centre for Dispute Resolution (the “**ICDR**”) under the rules then prevailing of the ICDR and before a single neutral arbitrator with expertise in the subject matter of the dispute, and in [New York, New York] (provided that either party may participate remotely). The expenses of the arbitration charged by the arbitrator shall be appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within one hundred twenty (120) days of filing a demand to arbitrate with the ICDR.

### Final Arbitration

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose or divulge any such information unless otherwise required by law.

### Class Action Waiver

To the fullest extent permitted by applicable law, no arbitration (or other proceeding) under these Terms shall be joined to an arbitration (or other proceeding) involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. IN ANY CLAIM OR DISPUTE, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

## **19. MISCELLANEOUS**

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. Except with respect to Ikonz's affiliates, there shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our [Privacy Policy](#), and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede any agreements previously existing between the parties with respect to such subject matter.

## **20. NON-U.S. USE**

The Site, and the Services we may provide from time to time on and through the Site, are intended to comply with U.S. state and federal laws and regulations. We make no representation that any of the Services to which you have been given access are available or appropriate for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law. If you are a non-U.S.-based user, be advised that other countries may have laws or regulatory requirements that differ from those in the U.S. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of these Terms remain in full force and effect.



## **21. NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California users of the Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N. 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **22. QUESTIONS**

If you have any questions or comments regarding these Terms, our [Privacy Policy](#), the Site or the Services, please feel free to contact us by e-mail at [support@ikonzstudios.com](mailto:support@ikonzstudios.com).