

Terms of Use

Please Note:
UPDATED EFFECTIVE July 1, 2020

TERMS OF USE

The following are the terms of use ("Terms") that govern your use of the lookslkeyouneediceland Site, Apps and applications where this appears (collectively, the "Site or Apps"). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on the Site or Apps are also incorporated into these Terms. By visiting or using the Site or Apps or using any other related site to lookslkeyouneediceland.com, you expressly agree to these Terms, as updated from time to time.

We are not responsible for the accuracy of any information displayed in our Site or Apps, for any or untimely, latent or missed transaction. We are not responsible for user account data and are not responsible or liable for accidental or intentional data loss through the use of our Site or Apps.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site or Apps. The "UPDATED EFFECTIVE" date above will tell you when these Terms were last revised. By continuing to use this Site or Apps after that date, you agree to the changes.

The Site or Apps are not intended for children under the age of 13 and no person under the age of 13 may use the Site or Apps. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site or Apps, you affirm you are at least 13 years old.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site or Apps;
- Use the Site or Apps for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information, including audio recordings, that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings or content, including audio recordings, containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings or content, including audio recordings, containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site or Apps users;

- Use or derive data to determine lookslikeyouneediceland.com functionality, user information, aggregate statistics on lookslikeyouneediceland.com's performance, or the performance of third party data integration partners;
- Circumvent restrictions placed on the types and form of data available through lookslikeyouneediceland.com or attempt to subvert or compromise lookslikeyouneediceland.com's ability to provide users with valid and accurate information;
- Change, use or manipulate data in any way that is misleading to any user, customer, end user, or recipient of information.

Ownership of Content and Grant of Conditional License

The Site or Apps and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that resides or is viewable or otherwise discoverable on the Site or Apps (collectively, the "Content") is owned by us or our licensors. We own a copyright in the Site or Apps and Content, excluding User Content (as defined below). We may change the Content and features of the Site or Apps at any time.

We grant you a limited, personal, conditional, no-cost, non-exclusive, non-commercial, revocable, non-transferable, non-sub-licensable, and non-assignable license to view or use this Site or Apps and its Content as permitted by these Terms as follows:

- View and listen to the Content contained on the Site or Apps.
- Upload User Content on the Site or Apps for non-commercial use.
- Participate in the Site or Apps' Forums (defined below).
- Download the Content contained on the Site or Apps onto a computer or other personal electronic device for your personal, non-commercial home or archival use only, provided you do not delete or change any copyright, trademark, or other proprietary notices contained therein.

As a condition precedent to this license, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any actions conduct with or through the Site or Apps;
- Link to any portion of the Site or Apps other than the URL assigned to the home page of our Site or a URL for user storage located within the Apps;
- "Frame" or "mirror" any part of the Site or Apps;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Apps or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site or Apps;
- Remove any copyright, trademark or other proprietary rights notices contained on/ in the Site or Apps;
- Use any robot, crawler, spider, data miner, scraping, offline reader, site, apps, search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Site or Apps or its contents. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or Apps or the Content for non-personal, commercial purposes;

- Use the Site or Apps or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site or Apps and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose;
- Exploit any part of the Site or Apps for commercial gain or undertake any commercial activity using the Content of the Site or Apps without our prior written consent, including, for example, inserting your own or a third party's advertising, branding or promotional content into the Site or App's Content.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site, Apps or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site, Apps and Content, and infringes our copyrights and other rights in the Site or Apps and Content. You will not acquire any ownership rights by using the Site or Apps or the Content.

The registered and unregistered trademarks, trade dress, logos and service marks displayed on the Site or Apps are owned by us or our licensors. You may not use our trademarks, trade dress, logos and service marks in any way without our prior written permission. You may inquire about obtaining permission visiting the Contact Us sections of the VisitIceland.com Site at <http://web.islandsstofa.is/explorecrmis-azxai/pages/uv7qiotreeebfeahg24gwq.html>

User Content

We may host reviews, message boards, blog feeds, social media feeds and other forums found on the Site or Apps (collectively, "Forums"), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the Site or Apps ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the Site or Apps, including audio recordings, you grant us a worldwide, non-exclusive, transferable, sublicenseable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. Under no circumstance will any disclosure of any User Content be subject to any obligation of confidentiality. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions and reviews submitted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for any User Content. We will not be liable for any loss or harm caused by any User Content or your reliance on information obtained through any User Content. By using the Site or Apps, you assume all associated risks, and we expressly disclaim any and all liability in connection with User Content. You will be responsible for your User Content and the consequences of submitting it. By submitting User Content, you represent and warrant to us that (i) you own, or have the necessary permission (under privacy or intellectual property laws) to submit the User Content and to grant the licenses to us under this section, your User Content does not infringe on the copyrights, trademarks, moral rights, rights of privacy or publicity, or the intellectual property rights of any person or entity, and (iii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site or Apps and these Terms or, if the person is a minor, the written permission of the minor's parent or legal guardian. Upon our request, you agree to furnish us with any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with this provision.

We undertake no obligation to pre-screen User Content, but we will have the right (but not the obligation) to monitor the Site or Apps, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site or Apps properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content without prior notice to you.

You are solely responsible for all User Content that you make available via the Site or Apps. Under no circumstances will we be liable to you in any way for any User Content that you upload, post, or otherwise make available via the Site or Apps including, but not limited to, any errors or omissions in User Content, or for any loss or damage of any kind incurred as a result of User Content. In addition, you hereby release us from any and all claims, liens, demands, actions or suits in connection with the User Content, including, without limitation, any and all liability for any use or nonuse of your User Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

Claims of Copyright Infringement On The Site or Apps

If you are a US copyright owner or an agent of a US copyright owner and believe in good faith that any User Content or other content on the Site or Apples infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act of 1998 (the "DMCA") requesting that the content be removed. The notice must include:

- (a) your (or your agent's) physical or electronic signature;
- (b) identification of the copyrighted work on our Site or Apps that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification);
- (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site or Apps;
- d) your name, address, telephone number and email address (if available);
- (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or your agent is authorized to act on behalf of the copyright owner.

It is our policy, in appropriate circumstances, to terminate access to those users who are repeat infringers or are repeatedly charged with infringement.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the DMCA at <http://www.loc.gov/copyright>.

Notices and counter-notices should be sent to our DMCA agent:

Daði Guðjónsson, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the and construed in accordance with Icelandic law. It is intended to be broadly interpreted, and will survive termination of these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in a class action. If this specific provision is found to be unenforceable, then the entirety of this section will be null and void and neither of us will be entitled to arbitrate our dispute.

Severability

If any part of these Terms are held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision will be ineffective but will not affect any other part of these Terms

Waiver/Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms by you, will not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. Our rights and remedies under these Terms will be cumulative, and the

exercise of any such right or remedy will not limit our right to exercise any other right or remedy.

Entire Agreement

You acknowledge and agree that these Terms and the Privacy Policy contain the entire agreement between the parties relating to the Site or Apps. If any provision in these Terms is invalid or unenforceable under applicable law, that part will be deemed severable and the remaining provisions will continue in full force and effect. Each person expressly made a third party beneficiary of this agreement may enforce this agreement directly against you. This agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. There will be no amendment or modification of these Terms unless updated by us. Oral agreements will expressly be non-binding and unenforceable.

Questions

If you have any questions, comments or complaints regarding these Terms or the Site or Apps, please contact us at:

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