

IP TWINS

SPECIAL TERMS AND CONDITIONS OF SALE

Search, monitoring, and audit on the Detective platform

15 May 2023

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1. DEFINITIONS

1.1. Search

1.1.1. Domain names

The search covers occurrences of one or more target words and their typographic variations, whether alone or in association with other words, in any of the world's domain name registers. The number of pertinent results analyzed will be limited on average to thirty in the context of a search for availability.

1.1.2. General Web

The search covers web pages containing one or more target words.

1.1.3. Social Networks.

The search covers accounts, pages, groups, publications or any other element having an existence publicly accessible on the chosen social networks and containing one or more target words.

1.1.4. Marketplaces

The search covers sale ads and stores accessible on the chosen marketplaces and containing one or more target words.

1.1.5. Mobile Apps

The search covers mobile apps pages accessible on the chosen mobile apps download platforms and containing one or more target words.

1.1.6. Search Engine advertising

The search covers paid search results on chosen search engines using one or more target terms as keywords.

1.1.7. Pictures

The search covers pictures accessible on the web and identical or similar to one or more preselected reference picture

Hereinafter referred to as “Search”.

1.2. Monitoring

Monitoring covers the same elements as the Search defined in 1.1. hereof. While the Search consists in a one-off detection or results, the monitoring consists in an ongoing detection, subject to variable frequency, of new results.

Hereinafter referred to as “Monitoring”.

1.3. Audit

The audit covers the same elements as the Search defined in 1.1. hereof. It also consists in a one-off detection. The audit differs by proposing a higher level of service, notably in terms of consulting, risk-analysis and consideration of elements external to services proposed by IP Twins (e.g. trademark portfolio).

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Hereinafter referred to as “Audit”.

Services consisting of Search, Monitoring and Audit activities are hereinafter referred to as Services.

1.4. Results

The results correspond to the data detected, processed, and made available by the Services.

Hereinafter referred to as “Results”.

1.5. Risk Analysis – Observations

IP Twins may be led to carry out a Risk Analysis on the client’s behalf in the light of the Results produced by the Services, notably via the use of a colour code. IP Twins may also be led to submit observations in the context of the provision of its Services. These observations cannot under any circumstances be considered as a legal opinion or advice – it will be made available as a guidance only.

Hereinafter referred to as “Risk Analysis”.

1.6. The Client

The client is the natural person or legal entity that contracts with IP Twins to obtain Results through use of the Services.

Hereinafter referred to as “Client”.

1.7. The Platform

The Services are available online on the dedicated Detective Platform. By accessing Detective, the Client is able to see the Services and the corresponding Results.

Hereinafter referred to as “Platform”.

2. ACCESS TO THE RESULTS

The results of the reports will be displayed online via secure access. At the time of a first order, if the Client does not already have an access code, a login and an access code will be created for the Client for subsequent orders. The Client will be solely responsible for keeping its password confidential and will be liable for any use made by a third party of its access.

If the Client becomes aware of any unauthorized use of its access, it must immediately inform IP Twins by any available means. The Client must confirm this notice in writing to IP Twins, providing all the details known to it. The Client will cease to be liable for the costs and consequences of the use of its access code by a third party as from IP Twins effective receipt of this notice, except in the case of negligence on the part of the Client.



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3. TIMEFRAMES

3.1. Search

Thanks to the speed of performance of the Search Service, the Results generated will be available as soon as they have been processed by IP Twins. This processing will include in particular, but not on an exhaustive basis, verification, formatting of the data and where applicable the carrying out of a Risk Analysis or the formulation of Observations.

3.2. Monitoring

3.2.1. Frequency

Unless expressly requested otherwise by the Client, the frequency of monitoring will be monthly. It will be carried out from the 15th to the 15th of each month for domain names, and according to a timeframe agreed between IP Twins and the Client for other Services.

3.2.2. Availability

The first Results will be placed online 40 to 60 days after the Client has been notified that Monitoring has been set in place by IP Twins. The subsequent Results will be made available to the Client by IP Twins within 15 days from the last day of the period covered by the Monitoring report in question. By way of an example, the Results of a report covering the period from 15 March to 15 February will be placed at the Client's disposal by IP Twins between the 17th and the 30th of April.

3.1. Audit

Thanks to the speed of performance of the Audit Service, the Results generated will be available as soon as they have been processed by IP Twins. This processing will include in particular, but not on an exhaustive basis, verification, formatting of the data and, where applicable, the carrying out of a Risk Analysis.

4. GUARANTEES – LIABILITY

4.1. Prior declaration

The Service is based in part on technologies as well as results supplied by partners or third-party technical service providers and/or collected on third-party websites and platforms. As a consequence, the Services are subject to technical constraints and limitations regarding the access to certain information and data. By way of an example, concerning domain names, the WHOIS data for the different Internet domain extensions collected by IP Twins or third-party service providers is supplied, managed and disseminated by the accredited registers. It is not necessarily in the public domain. Likewise, access to it may be restricted and its dissemination may be masked, delayed or deferred.

4.2. Best Efforts Clause

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IP Twins shall exercise reasonable care and diligence in carrying out all of its duties and obligations under this Contract. The Client unequivocally acknowledges that the strict liability of IP Twins cannot be engaged on the basis of expectations of exhaustive and accurate results.

4.3. Concerning the exhaustiveness of the Results

IP Twins undertakes to do its utmost to provide the Client with the most complete list of Results possible. However, in the light of the elements set out in point 4.1 of this document, the Client acknowledges that IP Twins is not able to guarantee the exhaustiveness of the Results, and renounces as from the time of its acceptance of these Special Terms and Conditions all possibility of seeking to hold IP Twins liable on the grounds of non-exhaustiveness of the Results supplied by the Services.

4.4. Concerning the accuracy of the data

The data contained in the Results will be supplied as is, without any guarantee whatsoever concerning its accuracy.

At all events, all the Services offered by IP Twins are provided solely based on a "best efforts" obligation, and under no circumstances will IP Twins be bound by an obligation in respect of results.

4.5 General provisions

IP Twins cannot under any circumstances be held liable for any consequential damage whatsoever associated with use of the Services, or with use of the information that the Client obtains through the intermediary of the Services, and in particular any harm or loss linked to interruptions in the supply of operations, unavailability of the supply of all or part of the information, or the content of the information, even if IP Twins had been informed of the possibility of such harm or loss.

In the event of a case of force majeure, as defined by the law and case law, including blockages and the interruption of means of telecommunication, the parties' commitments will be suspended during the period of interruption.

Unless this clause is overridden by a conflicting provision of the law, any legal action or claim must be initiated or made by the Client at the latest within a timeframe of six (6) months as from the event that gave rise to the action or claim.

If, for any reason whatsoever, a sentence is pronounced against IP Twins, it is expressly agreed that IP Twins can only be obliged to make reparation for direct and immediate harm or loss, and under no circumstances can it be required to pay damages whose amount exceeds the amount invoiced by IP Twins for the Services that was the subject of the dispute.

5. PAYMENTS – ADVANCE NOTICE – SUSPENSION OF ACCESS CODES

The Services will be invoiced:

- At the time of the supply of the Results of Audits and Searches,



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- At the time of the supply of the first Results of Monitoring operations.

Unless otherwise indicated by the Client, Monitoring will be automatically renewed after the 12th Results report has been made available by IP Twins. If the Client does not wish Monitoring to be renewed, advance notice must be given, and it must inform IP Twins of this at the latest forty-five (45) days before the end of the period covered by the Monitoring. If this timeframe is not complied with by the Client, it undertakes to pay to IP Twins a sum corresponding to one-twelfth (1/12th) of the total price for the Monitoring charged by IP Twins.

The Client undertakes to pay each invoice on receipt. Sums that have not been paid more than thirty (30 days) as from the date of an invoice will be subject to penalty interest charged at the rate of 1.5% per month, and all expenses pertaining to the recovery of sums invoiced but not duly paid will be payable by the Client.

IP Twins reserves the right, at its sole discretion, without prior notice and without the Client's being entitled to any indemnity, to suspend or cancel the Client's access:

- thirty (30) days after the date of any unpaid invoice, or;
- if the Client has seriously breached these Special Terms and Conditions or IP Twins' Standard Terms and Conditions of Sale.

A suspended or cancelled access can only be reinstated with the consent of IP Twins.

6. CONFIDENTIALITY

IP Twins undertakes not to disclose any information concerning the Client which might enable third parties to directly or indirectly gain knowledge of the Services carried out for the Client. However, IP Twins may for the purpose of compiling statistics and/or Marketing purposes, collect information concerning the Client, in accordance with the legislation in force. The Client will be entitled to exercise its right to access and request rectification of this information in accordance with the rights provided for by the applicable Laws and Regulations. The information gathered by IP Twins in the context of the creation of the Client's file is of an obligatory nature and is necessary to supply the Services.

7. SUPPORT

Should any fault, anomaly or problem arise, or should the Client's have any questions, it may contact IP Twins either by phone, from Monday to Friday between 9.00 a.m. and 6.00 p.m., or by email. IP Twins will take all the measures necessary to resolve any problem as quickly as possible.

8. INTELLECTUAL PROPERTY RIGHTS

The Results are works that are protected in the spirit of the provisions of the French Intellectual Property Code, both on the score of copyright rights and the rights of the producers of the databases

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used. These Special Terms and Conditions cannot lead to the transfer of any intellectual property rights whatsoever to the benefit of the Client.

The Client acknowledges that these Special Terms and Conditions solely grants it a limited authorization, in exchange for payment of the fees contractually set between IP Twins and the Client, to receive electronic copies of the Results and the corresponding data and make copies of those results for its internal use.

9. PERSONAL DATA

The Client acknowledges having read and accepted the IP Twins policy on personal data, made available to the public at the following address: <https://www.iptwins.com/en/privacy-policy/>.

10. SCOPE

These Special Terms and Conditions are to be understood in the light of IP Twins' Standard Terms and Conditions of Sale and any special measures agreed on between the Client and IP Twins. By accepting these Special Terms and Conditions, the Client accepts IP Twins' Standard Terms and Conditions of Sale. If there is any divergence between the provisions of the Standard Terms and Conditions and these Special Terms and Conditions, the provisions of the latter prevail.

11. SEVERABILITY

If any of the provisions of these Special Terms and Conditions are declared null and void or invalid by a definitive decision made by a competent jurisdiction, the other clauses will retain their full force and scope.

12. NON-TRANSFERABILITY

The rights granted in these Special Terms and Conditions cannot be transferred, assigned, or licensed to a third party by the Client, in any manner whatsoever, without IP Twins' prior written consent.

13. APPLICABLE LAW – JURISDICTION

This Contract is governed by French law.

Any dispute that may arise between the parties as a result of the drawing up, interpretation, performance, ending or cancellation of the Contract will be made the subject of an attempt to resolve it amicably out-of-court.



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If it has not been possible to resolve the dispute amicably within a timeframe of thirty (30) days, jurisdiction is expressly attributed to Paris' Tribunal of Commerce (Tribunal de Commerce de Paris), even if the dispute is heard in chambers, or if third parties are introduced, regardless of the place where the Contract is performed, the defendant's place of domicile, or the method of payment.

14. LANGUAGE

This Contract is drafted in French and translated into several languages. In case of conflict, the French version prevails.



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