

## Online Brand & Trademark Monitoring Terms and Conditions

- 1. These Specific Terms and Conditions of Service, jointly with the General Terms and Conditions, govern the service provision relationship arising between UBILIBET, S.L. (hereinafter "UBILIBET"), with registered office at C/ Ulldecona, 21, planta 1, 08038, Barcelona (Spain) and the Customer.
- 2. These Specific Terms and Conditions will enter into force when the Customer subscribes to the Service for the first time and will remain in force for as long as the Customer maintains said service or, failing that, until they are replaced with a subsequent version.
- 3. The Customer must notify UBILIBET of the words for which he/she wishes to activate domain monitoring, together with the email addresses to receive the alerts. The Customer will be responsible for any inaccuracy in the information provided (or change of information that has not been communicated).
- 4. UBILIBET undertakes to act diligently and in good faith in its relationship with the Customer, and to provide services under the terms established. In order to provide the service, UBILIBET relies on the technology of another provider. Accordingly, UBILIBET will not be liable for the errors of third parties.

UBILIBET has considerable experience and works with the utmost thoroughness, but under no circumstances can it guarantee the success and detection of all fraudulent or suspicious domains on the internet. Accordingly, UBILIBET will also not be liable if certain domains are not expressly indicated as suspicious.

5. The Customer is aware that he/she is subscribing to the monitoring service in order to receive weekly alerts on the scanning of newly detected domains that include the selected words and that there is no full guarantee of detection of suspicious domains. Therefore, it is the duty and responsibility of the Customer to review the alerts.

Please be aware that there may be domains that do not include the selected words and yet in the content of the domain they may be infringing your rights. Such infringements cannot be detected with this service given its limited scope.

- 6. UBILIBET will only make recommendations. Recommendations made by UBILIBET are in no way binding. UBILIBET will only notify those cases of alerts that it deems necessary, without the need to clarify each domain. UBILIBET will always act on the order of the Customer in order to carry out any subsequent action, never on its own initiative. It is the Customer who decides and gives the order to take action against the suspicious or fraudulent domain.
- 7. Subsequent actions against these domains are NOT included in the price of the monitoring service.

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- 8. The price per service will be as quoted by the assigned consultant. This consists of a cost per monitored word.
- 9. The duration of the service is annual (1), renewable for equal periods (1). The service will be automatically renewed unless written notice is given thirty (30) days prior to the expiry of the service.
- 10. If the Customer wishes to terminate the contractual relationship in advance, he/she must inform UBILIBET of this in writing. Notwithstanding the foregoing, you are hereby informed by UBILIBET that this service does not permit refunds, given that once the annual payment for monitoring has been made, the service has been fully executed. Due to the nature of the service, UBILIBET will not make any reimbursement, either in whole or in part. Notwithstanding, if the Customer so wishes, he/she may continue to receive the alerts for the remainder of the year.