

# LEGAL ENFORCEMENT SERVICES CONDITIONS

## I. Cease & Desist Letter (hereinafter C&D)

This agreement forms an integral part of and complements the UBILIBET General Terms and Conditions of Service (GCS). The GCS and this agreement establish the terms and conditions applicable to the service of sending cease and desist letters for infringements that UBILIBET provides to the Client.

The C&D is a communication sent to the alleged infringer to cease and desist from the fraudulent activity that is being committed. It is very common in the field of intellectual property rights because it is very useful if the aforementioned cessation and desistance of the infringement is achieved, as it is a much quicker and cheaper way of resolving disputes. The main objective of this communication is to immediately cease the infringing action, as well as to warn that if the action continues, the appropriate legal action will be taken.

UBILIBET has the maximum experience and works with great rigour, but it cannot guarantee the success of the cessation and desistance of the fraudulent action. For this type of action to be effective, the collaboration of the offender or third parties involved is required, and therefore, it cannot be guaranteed that it will work. Depending on the particular circumstances of each infringement, there may be different probabilities. The UBILIBET team will provide information on these circumstances and the risks that may exist without in any case incurring any responsibility whatsoever.

There is no estimated time for the cease and desist to take effect, as it depends on the offender and third parties involved. Sometimes it could take effect the following day or the following week, but others the following month, or it could even be the case that our claims are not accepted. Nor does UBILIBET guarantee the response of the offender or other agents involved, as they are under no legal obligation to do so. On some occasions, it could be the case that there is no response from any party. Nevertheless, UBILIBET will send as many reminders as necessary in order to put pressure on the offender and the agents involved and thus maximise the probabilities of success of this action.

This service does not admit refunds, as once the previous research has been carried out, the C&D has been drawn up and sent it to all the agents involved, the service has been completely executed. Therefore, due to the nature of the service, UBILIBET will not make any refunds.

UBILIBET will always act under the authorization and following the instructions of the Client to send a C&D. It is the Client who decides and gives the order to initiate the service of sending the C&D letter. In order to perform this service, the Client authorises UBILIBET to take as many actions as necessary with third parties involved on their behalf. UBILIBET reserves the right to request due power of attorney from the Client at any time, as there may be entities that request it. The Client has the duty to provide in due time and form the

documentation required by UBILIBET for the correct performance of the service. UBILIBET shall not be liable under any circumstances for damages generated by the Client, nor shall it be liable for claims that may arise from the instructions provided by the Client.

All information received by the Client will be treated as confidential and will not be disclosed to any third party.

The Client understands, consents and accepts these terms and conditions at the time of contracting the service.

## II. Domain Name Disputes

This agreement forms an integral part of and complements the UBILIBET General Terms and Conditions of Service (GCS). The GCS and this agreement set out the terms and conditions applicable to the service of representation in domain name disputes provided by UBILIBET to the Client.

The Uniform Domain Name Dispute Resolution Policy (UDRP Policy) was adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) in order to sort out the problems caused by the conflict between trademarks and domain names.

The WIPO Arbitration and Mediation Center is the most know Center in charge of this kind of proceedings.

The UDRP applies to all generic top level domains (gTLDs), from .com to the newest top level domains. It applies to many country codes top level domains (ccTLDs) as well (e.g., .es or .fr), sometimes even to third level domains in those ccTLDs. It also applies to third level domains registered such as .co.com. In addition, other country-code top level domains (ccTLDs) have adopted specific practices and requirements that may be followed using different dispute resolution services (e.g., .uk, .us or .eu). In all these disputes is possible to opt for transfer or cancellation of the fraudulent domain name.

Another dispute proceedings are the URS that applies to all gTLDs that went live starting in 2013. It's similar to the UDRP. The key difference is that is not possible to get the domain name transferred (it gets suspended for a year).

Therefore, UBILIBET's fees and the official fees will change depending on the dispute procedure and the domain name (or domain names) to be recovered. UBILIBET shall duly inform the Client of the prices when the service is ordered.

Once we have obtained the transfer of the disputed domain name our Administration Area will carry out the transfer of the domain name to our control. The transfer procedure shall imply an extra cost that would be duly informed to the Client when the service is ordered.

The services of UBILIBET include the previous investigation, drafting and submitting the complaint, follow-up and all the communications that are carried out with the competent Centre until the resolution issued by the panelist.



UBILIBET cannot guarantee success in retrieving or cancelling the disputed domain name, as the decision will depend on the assigned Panel and their criteria. Therefore, UBILIBET shall not be liable in any case in the event of not obtaining a favourable resolution ordering the transfer or cancellation of the domain name.

This service does not admit refunds, as once the previous investigation, drafting and submitting the complaint, follow-up and all communications with the Centre have been carried out, the service has been fully executed. Therefore, due to the nature of the service, UBILIBET will not make any refunds, unless the claim is withdrawn before the appointment of the Panel in cases brought before WIPO. In these cases, only a partial refund of the fees will be made in those cases in which it is appropriate. Partial refunds will not be made in domain name dispute proceedings where there is no such possibility (e.g., URS or some ccTLDs). In these cases, the Client will know this information when ordering the service.

UBILIBET will always act under the authorization and following instructions of the Client to submit a complaint to initiate a domain name dispute. It is the Client who decides and gives the order for the service and to initiate the recovery or cancellation of a domain name. In order to perform this service, the Client authorises UBILIBET to take as many actions as necessary with third parties on their behalf. UBILIBET reserves the right to request due power of attorney from the Client at any time, as there may be entities that request it. The Client has the duty to provide in due time and form the documentation required by UBILIBET for the correct performance of the service. UBILIBET shall not be liable under any circumstances for damages generated by the Client, nor shall it be liable for claims that may arise from the instructions provided by the Client.

All information received by the Client will be treated as confidential and will not be disclosed to any third party.

The Client understands, consents and accepts these terms and conditions at the time of contracting the service.