

BrandIntel Smart Specific Terms and Conditions of Service

The Service consists of tracking the presence of the Brand in all digital sales channels in order to identify brand misuse of various kinds and in multiple environments, such as marketplaces, social networks, websites, app stores, search engine advertising, shopping and chat applications.

Depending on the kind of Service contracted (Smart, Medium or Enterprise), the Service includes:

- Domain Monitoring (those identical or similar to the brand)
- Monitoring of all generic domains (gTLDs)
- Monitoring of most country code domains (ccTLDs)
- Automatic generation of potential brand variants (with proprietary software)
- Scanning of domain zone files and domain name system traffic statistics
- Alert system (daily, weekly or monthly)
- Access to the results log
- Reports (initial and/or follow-up) with all registered domains in downloadable format
- Legal Analysis

1.- These Particular Service Conditions, together with the [General Terms and Conditions](#), regulate the service provision relations between UBILIBET, S.L. (hereinafter, UBILIBET), with registered address at calle Ulldesona, 21, planta 1, 08038, Barcelona (Spain) and the Client, in all that is not expressly provided for or regulated in the specific Service Contract completed in each specific case between UBILIBET and the Client.

2.- These Particular Conditions shall come into force when the Client contracts the Service for the first time and shall be in force for as long as the Client maintains the contracted service or, failing this, until they are replaced by a later version.

3.- The Client shall inform UBILIBET of the words for which they wish to activate the monitoring of domains, and indicate the e-mail addresses to which they wish to receive the alerts. The Client will be responsible for any inaccuracy in the information provided (or change of information that has not been given).

4. UBILIBET undertakes to act diligently and in good faith in its relationship with the Client, 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 third party errors.

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 Client is aware and knows that they contract the monitoring service to receive weekly alerts with the scanning of new domains detected and which include the selected words, and that there is no total guarantee of detection of suspicious domains. Therefore, it is the duty and responsibility of the Client 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 Client to take any subsequent action, never on its own initiative. It is the Client 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.

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) and payable in advance (on contracting and at the beginning of successive renewals). The service will be automatically renewed unless written notice is given thirty (30) days prior to its expiry.

10. If the Client wishes to terminate the contractual relationship in advance, they must inform UBILIBET of this in writing. Nevertheless, UBILIBET informs that this service does not admit refunds, since once the annual payment for monitoring has been made, the service has been given in its entirety. Due to the nature of the service, UBILIBET will not make any full or partial reimbursement. Nevertheless, if the Client so wishes, they may continue to receive the alerts for the remainder of the year.

11. Features of the BrandIntel Smart Service:

Brandintel Smart is an internet brand monitoring service whose objective is to detect uses of a brand name on web pages that do NOT include the brand name in the domain name. In essence, the system associated with the Service takes the keyword/brand provided by the Client and, with that data, scans content available online in the source code of existing web pages.

The Service includes:

(1) software registration and configuration,

- (2) detection of the use of the brand in accordance with the above, plus
- (3) information provided to the Client on the use of the “offending” website if it is active (e.g., whether there is an operational e-commerce with payment platform, with which payment platform it has been configured, for how long, etc.), and
- (4) four hours of legal analysis.

Once contracted, the Service will be started up as follows: After registration and configuration of the software following an onboarding process, the Client is assigned a legal advisor with whom they will jointly define the types of (possible) fraudulent pages of interest, critical points for the client, history of previous similar situations, and all the information necessary to properly configure the tool.

Once the service is set up, the next step is an initial sweep of the brand situation and the issuance of a data report (CSV) to the client. This report will be analysed on a case-by-case basis according to the client's previously described needs, thus marking the start of the service by the Legal Counsel, who will also deliver a report on their side as part of the service start-up.

From that moment on (Service start-up), the Client will receive

- (1) a weekly data report in CSV format by email with the changes detected week by week; this report includes the analysis of the collected data, carried out by the UBLIBET legal team, plus
- (2) monthly CSV reports also by email, with graphs in pdf format showing everything reported in the preceding weeks.
- (3) Three months after the contracting and start of the Service, a first meeting with the Client will take place: the correspondence of the contracted service with the real needs of the Client will be analysed and, if necessary, the need for adjustments to the platform parameters and/or legal analyses will be considered. The outcome of this meeting, with adjustments to be implemented if necessary, shall be final and shall be maintained until the end of the contracted Service period. However, one month prior to the expiry of the service, a meeting will be held with the Client to confirm continuity and provide the opportunity, if required, to modify service parameters for the next year of the service.

In any case, the legal actions derived from the analyses carried out, such as drafting and sending of injunctions, purchase and sale of domains, UDRP/ADR procedures or similar, will be quoted separately from the cost of the service.

At any time, without this being included in the content of the Smart Service, specific audits may be carried out on demand, consisting of the analysis of all the web contents that UBILIBET detects, without the need to contract the recurrent service or request legal analysis. The cost of the audit would be a one-off and if you also want us to make a legal analysis of the results, we will have to quote the hours of analysis that this would entail and agree on it with the client concerned.

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January 2024 version