



# EUROPEAN IP REGISTER

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Date:  
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Reference is valid until 2021-05-05

## Data publication from Office for Harmonization in the Internal Market (OHIM) Registration of the Community Design / Proposal for Internet Register Directory

Filing Date	Application Number	Publication Date	Reference No.	Date	TERMS
Registration and reproduction of the Community Design				Unit	Amount
Trademark:				1	EUR 1.380,00
				<b>SUBTOTAL</b>	<b>EUR 1.380,00</b>
				<b>TAX</b>	<b>EUR 0,00</b>
				<b>TOTAL DUE</b>	<b>EUR 1.380,00</b>

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**BENEFICIARY:** IP REGISTER UG  
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Your Community Trademark Data has been published in the Office for Harmonization in the Internal Market (OHIM). Above mentioned the reproduction of the Community Trademark. Application Filing Date, Date of Publication and Reference Number. Your Community Trademark Data is published on our website [www.ip-register.org](http://www.ip-register.org). You confirm this proposal and the accuracy of it by remitting the amount stated. The contract period of this publicatio starts on the date of your payment receipt and lasts for one year. The contract will automatically renew, should you not terminate the contract three months prior to contract expiration. This is not a bill, this is a proposal. You are under no obligation to pay the amount stated underneath unless you accept this proposal. We also refer to our terms on our website.

- This document was issued electronically and is therefore valid without signature -

## General terms and conditions

By paying the fee, the customer is entitled to the following services: A successful entry in all patent register databases of IP Register UG as well as for the duration of the publication, a personal access to the portal to manage and administer the register entry itself. The access area also includes a web-based and data-secure communication software for incoming contact requests to the patent owner. The trademark and patent owner also receives the technical possibility to set up email notifications as well as a monthly quota of 100 search queries for searches within the register databases.

1. The offer of IP Register UG (hereinafter: IPR) is directed to all owners of trademarks and patents. It includes the paid registration on the website of IPR for better findability and presentation of the trademark and patent application of the patent holder.
2. The order to IPR comes into effect with the payment of the stated fee on the offer letter. By paying the fees, the customer confirms to IPR that his data is correct and up-to-date. IPR is not an authority or chamber, but a private company. There are no business relations between IPR and the client so far.
3. The term of the publication is 12 months after sending the order overleaf and payment of the remuneration. The contract shall be extended for both parties by a further year in each case unless it is duly terminated in writing by one of the two parties no later than three months before the end of the term. The annual fee for each subsequent year is exactly the same as that of the first contract year. During the term of the contract, Section 627 of the German Civil Code (BGB) shall be excluded; the right of extraordinary termination for good cause (Section 626 BGB) shall remain unaffected.
4. After the conclusion of the contract, the Contractual Partner shall receive by mail its access data including the password generated by the system for the first login to the Registry Portal as well as the fiscal invoice for the performance period. By paying the fee on the offer letter, the customer is entitled to the following services: A successful entry in all patent register databases of IP Register UG as well as for the duration of the publication, a personal access to the portal to manage and administer the register entry itself. The access area also includes a web-based and data-secure communication software for incoming contact requests to the patent owner. The trademark and patent owner also receives the technical possibility to set up email notifications as well as a monthly quota of 100 search queries for searches within the register databases.

The client is obliged to transmit correct and complete data. Any errors can also be corrected subsequently, in this case the transmission of the data by e-mail is sufficient. For the term of the contract, the client grants IPR the time-limited, simple and free-of-charge right to use the transmitted text templates for the publication of his entry. Changes to the format by IPR are permissible. If data transmitted by the client is faulty, the client shall be responsible for the faulty transmission. In this case, he shall indemnify IPR from claims of third parties. This obligation shall also apply after termination of the contract. After termination of the contract all personal data of the client will be deleted.

5. IPR is entitled to change the layout and usability of the website, provided that the content of the contract and the registration of the client are not affected by this.
6. IPR shall be liable without limitation exclusively for damages arising from injury to life, limb and health, insofar as these are based on a negligent breach of duty attributable to it or an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent. Apart from that, IPR shall be liable without limitation only if a certain quality has been guaranteed and this quality does not exist. IPR shall only be liable for simple negligence if an obligation is violated, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). Further liability for negligence as well as for other, remote consequential damages is excluded. Liability in the event of loss of data shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risks involved. IPR offers its services in principle without interruption. Excluded from this are such times when, for example, the servers cannot be reached due to technical or other problems beyond IPR's control or due to force majeure. For technical reasons, however, no guarantee can be given that the services will actually be available at all times. Likewise, it cannot be guaranteed that the register platforms on the Internet are free of technical defects, malfunctions or limitations at all times.

In the event of malfunctions of its technical facilities, IPR will attempt to remedy the malfunctions without delay within the scope of the existing technical and operational possibilities. Necessary interruptions of operation for preventive maintenance work will be announced in advance, if possible. For the necessary duration of the performance of relevant and necessary maintenance work and troubleshooting, access to the Internet portal may be interrupted for a continuous period of up to 24 hours without prior notification of the client, without any claims for (pro rata) reimbursement of costs. In the event of interruptions of more than 48 hours within a calendar month or availability of less than 99% on an annual average, downtimes shall be appended to the term as an extension period. IPR shall not be responsible for delays in performance due to force majeure or due to events that make it considerably more difficult or impossible for IPR to provide its services (e.g. official orders or communication network failures), even in the case of bindingly agreed deadlines and dates. IPR's performance obligations shall be suspended until such obstacles have been removed. No reimbursement of costs will be made in the event of failures due to a disruption outside IPR's sphere of responsibility.

7. By entering into the contract, the contracting party consents to the storage and processing of the data of its patent application in order to achieve the purpose of the contract. IPR shall not be entitled to make the client's data available to third parties unless this data has already been provided and released for publication. As a matter of principle, IPR processes personal data only to the extent that this is necessary to provide a functional website and to fulfill the contractually owed services. Personal data is regularly processed only if the contractual partner has consented to the processing of his data, the processing is required or permitted by law (Article 6 (1) EU General Data Protection Regulation (DSGVO)). If the client is a natural person acting under his name or a business name (e.K.), the personal data stored by IPR shall only include the requested data. The collected customer data will not be disclosed to third parties as a matter of principle, with the exception of transmission in case of legal necessity (collection agency, lawyer, credit agencies).

8. Place of jurisdiction is the registered office of the contractual partner.

In case of invalidity of any of the above provisions, the validity of the remaining provisions shall not be affected thereby. An invalid provision shall therefore be replaced by mutual agreement by a provision that best corresponds to the original purpose of the parties in economic terms. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.