

Specific Terms

ARGOS



These Specific Terms and Conditions apply to the ARGOS Service provided by EBRAND and are an integral part of the Agreement between EBRAND and Client.

To the extent that there is a direct conflict between these terms and the General Terms and Conditions, these terms shall prevail. Capitalised terms defined in the General Terms and Conditions shall have the same meaning in the Specific Terms and Conditions.

1. The Service

EBRAND shall provide Client with a range of services for the research, analysis and intervention against Client's intellectual property online infringement (the "ARGOS Service") in accordance with the specifications detailed in EBRAND's offering and insofar as Client has submitted an Order Form pursuant to the General Terms and Conditions.

The ARGOS Service include two distinct parts.

1.1. Monitoring

EBRAND ARGOS is an online platform that enables Client to monitor online marketplaces, social networks, application stores and merchant websites (webstore or e-commerce sites)... for potential infringement to Client registered rights (the "Registered Rights")

1.2. Enforcement

Client may request EBRAND to undertake certain extrajudicial actions against third parties infringing on the Registered Rights. For this part of the Service, Client shall empower EBRAND to act on their behalf. (the "POA")

2. Licence

EBRAND shall grant Client a non-exclusive limited license to use the ARGOS Service with certain, limited functions chosen by the Client in the Order Form.

By accepting this license, Client shall not directly or indirectly : (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms or any portion of the software and more generally of any technology made available to them as part of the ARGOS Service ; (ii) modify or create derivative works of the ARGOS Service; (iii) incorporate or embed the ARGOS Service, in whole or in part, into another product or other computer software code; or (iv) remove, alter, cover or obscure any copyright notice or any other notice or trademark that appears on the ARGOS Service.

Client acknowledges that the license of use on the ARGOS Service is personal and nontransferable, and that Client is forbidden from sub-licensing the ARGOS Service and more generally from allowing any third party to use the ARGOS Service.

All rights in the ARGOS Service not expressly granted to Client hereunder are reserved to EBRAND and its licensors.

3. Limitations

The Registered Rights, the number of terms to monitor, the actions to take against infringing parties and more generally the limits of the Service will be those selected by Client on the Order Form.

Client understands and accepts that neither EBRAND or its partners are law firms and as such are not allowed to give legal advice. The recommendations given as part as the

ARGOS Service shall not be deemed a substitute to the legal advice of an attorney.

EBRAND and its partners disclaim all responsibility for those recommendations which shall only be considered as a self-help service provided at the specific direction of Client. Client shall at its sole discretion decide of the action to take against the infringement cases discovered by the ARGOS Service.

4. Responsibility

Client is solely responsible for their use of the ARGOS Service including for any direct and/or indirect consequences that the orders Client places to EBRAND within this scope may have.

Further EBRAND and its partners will not be responsible for the complaints sent against the infringers as part of the ARGOS Service. Client will remain solely liable for all consequences the sending of those complaints may have.

In limited cases, the POA may empower EBRAND to undertake certain specific actions in the name and on the behalf of Client without informing them, providing that, certain conditions are met.

Client understands and accepts that they are solely responsible for defining the conditions under which EBRAND may take action without the express instruction of Client.

5. EBRAND Obligations

EBRAND makes no warranty of any kind, expressed or implied as to the ARGOS Service merchantability or fit for a particular purpose. The ARGOS Service is provided on an as-is and as available basis without warranty of any kind, expressed or implied as to its good functionality and EBRAND disclaims all responsibility and liability for the Service availability.

Client understands and accepts that the information contained in the reports generated as part of the ARGOS Service originate from sources over which EBRAND has no control over and as such accepts that EBRAND will not be liable for the accurateness of such information.

6. Refund

Client understands and agrees that unless otherwise provided, all fees applicable to the ARGOS Service are non-refundable.

Client further acknowledges that the early termination of the ARGOS Service does not entail the refunding of any monies paid to EBRAND nor does it release Client from their obligation to pay all fees applicable to the Service they have ordered until the end of the current Contractual Period.

7. Modification

In accordance with article 6 of the General Terms and Conditions, EBRAND retains the right to discontinue or suspend at any time, temporarily or permanently any part or the entirety of ARGOS Service.

Client understands and accepts that EBRAND cannot be held liable by the Client or any third party for any consequences resulting from such modification, suspension or discontinuance of the ARGOS Service.

8. Service availability

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EBRAND shall make its best efforts to provide the ARGOS Service twenty (24) hours a day and seven (7) days a week for the whole term of the ARGOS Service subscription. However, EBRAND hereby only commits to a best-efforts obligation.

Additionally, Client accepts that the ARGOS Service may be unavailable or not functioning from time to time due to several causes, such as but not limited to:

- periodic maintenance, repair or replacement operations of equipment necessary to the provision of the ARGOS Service that EBRAND may undertake from time to time;
- the action of a Provider over which EBRAND has no control;
- improper use of the ARGOS Service by Client.

EBRAND shall make all reasonable efforts to provide Client of any information pertaining to the resuming of the ARGOS Service after an interruption.

9. Termination and renewal of the Service

Client may request the termination of the ARGOS Service at any time by sending a three (3) month prior notice in writing to Account Manager.

If not terminated prior to the end of the Contractual Period, the Service will automatically be renewed for another Contractual Period on the same terms as the current one.