

Specific Terms TMCH Service



These Specific Terms and Conditions apply to the TMCH 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

Insofar as Client has submitted an Order Form for the Trademark Clearinghouse Service in accordance with the General Terms and Conditions, EBRAND shall proceed to the recording of the trademark specified by Client with the ICANN Trademark Clearinghouse (the "TMCH Service").

1.1. Trademark Recording

Acting as a mere intermediary, EBRAND shall relay Client's recording request to its sister company accredited as a Trademark Clearinghouse agent:

EBRAND Holdings having its main place of business at 24 rue Léon Laval L-3372 Leudelange, Luxembourg (the "Agent")

In carrying out this process, EBRAND will not perform any action to verify in any manner whatsoever the validity of Client's recording request and will act as a sheer technical intermediary between Client and the Agent. Notwithstanding the foregoing, EBRAND shall nevertheless ensure that Client has filled all mandatory fields of the Order Form before submitting the Trademark recording request to the Agent.

1.2. Recording renewal

To avoid an unwanted expiration of Client's record in the Trademark Clearinghouse ("TMCH") via the Agent (the "Record"), EBRAND will, unless otherwise instructed in writing by Client, proceed to the renewal of the Recording prior to its expiration date.

1.3 Communication forwarding

EBRAND undertakes to forward to Client any communication received by the Agent regarding the Record, including any request from the Validation Agent as part of the Validation Service, any notification of registered names matching the Record, and the Signed Mark Data file generated as part of the Sunrise Service.

Client expressly understands that such forwarding will be exclusively operated by email and as such commits to maintain the accuracy and functionality of the email address provided as part of Client Details, and to monitor emails sent to it.

2. Service Use

Client commits to only use the Service for its intended purposes.

By placing an order for the TMCH Service, the Client agrees to be bound by and to comply with the [Agent Terms of Service](#) the [TMCH Guidelines](#) and the [Dispute Resolution Procedures](#) in force at any particular time.

3. EBRAND Obligations

When providing the TMCH Service, EBRAND's sole obligation is to submit Client's request to the Agent and to forward the

Agent's communications to Client. EBRAND is offering the Service on an as-is basis and makes no other warranty than the fact that all Client's orders that have been paid in full will be transmitted to the Agent and that communications received by the Agent will be forwarded to Client's email address.

4. Supporting documents

Client commits to provide EBRAND with all documentation requested by the Validation Agent to review the Trademark recording request.

Client acknowledges that any delay in providing the supporting documents will entail additional work for EBRAND and could potentially prevent the successful recording of the Record. If EBRAND has not received the necessary documentation within fifteen (15) calendar days following the transmission of a request for documentation, the Record in question will be cancelled by the Validation Agent pursuant to the TMCH Guidelines.

5. Refund

Client understands and agrees that all fees applicable to the TMCH Service are nonrefundable, notwithstanding the fact that Client's order was invalidated by the Validation Agent or that the TMCH Service has been suspended or terminated before the expiration of the Record. All fees applicable to the TMCH Service are nonrefundable in whole or in part.

6. 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 the TMCH 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 TMCH Service.

7. Personal Data protection

By submitting an Order Form for the TMCH Service, Client expressly accepts that their Personal Data will be subject to the Agent Terms of Service and as such will be disclosed to the third party specified in this document.

8. Termination

EBRAND may terminate the provision of the TMCH Service if Client is in material breach of the Contractual Terms and does not remedy such breach within fifteen (15) calendar days from the sending of the breach notice.

Client may terminate the TMCH Service at any time by sending EBRAND three (3) months written notice. In such a case Client shall take all necessary action to transfer all their Records to their own account or the one of another agent with the TMCH. Failure to instigate this transfer of the Records from under the Agent's management during the thirty (30) days period following the termination notice means the Service will be deactivated and Client will no longer be entitled to receive any of the benefits of the TMCH Service.