

Terms & Conditions of the Services

Website address: <http://ipgraphy.com/>

I. General Provisions

1. These Terms & Conditions apply to your purchase of the Services (as defined below) provided by us through the website at <http://ipgraphy.com/> (further also as the “Website”) as well as to your use of this website in the process of purchasing the Services.
2. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE YOU PURCHASE ANY OF OUR SERVICES.
3. PLEASE REMEMBER THAT BY MARKING THE CHECKBOX DURING THE REGISTRATION YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED OR REFERENCED HEREIN.

IN ADDITION, IF YOU ARE ONLY PURCHASING OUR FREE-OF-CHARGE SERVICES WHICH DO NOT REQUIRE OPENING OF THE USER ACCOUNT, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED OR REFERENCED HEREIN BY ORDERING THOSE FREE-OF-CHARGE SERVICES.

IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, YOU MAY NOT PURCHASE ON THE WEBSITE.

4. Our Services (as defined below) and these Terms & Conditions are intended only for professional entities (such as individuals running their business, companies) for purposes not directly related to their economic or professional activity (non-consumers). The consumers within the meaning of the relevant law, and/or others who are prohibited from using the website due to the regulations of the State or regional restrictions, including the country/region of current residence of the user, are hereby asked to refrain from ordering Services through using of the Website.
5. By purchasing (ordering) the Services from this Website you are entering into a binding agreement with Krzysztof Koremba, an individual entrepreneur conducting his business operations under the name "Krzysztof Koremba", with its seat in Warsaw,

at ul. K. Kieślowskiego 3D/7, 02-962 Warsaw, entered into the Central Registration and Information on Business, tax identification number (NIP): 5361704386, statistical identification number (REGON): 366481154 ("**ipgraphy**").

6. These Terms & Conditions of the Services (further also referred to as the "**Terms of Service**") are in addition to the "Website Terms & Conditions" located at [\[link to Website Terms & Conditions\]](#) as well as "ipgraphy.com Privacy Policy" located at [\[link to Privacy Policy\]](#). In the instance that any of these Terms of Service conflict with the Website Terms & Conditions, the Terms of Service shall prevail.
7. We reserve the right to amend these Terms of Service from time to time with a prior notice to the Registered User. In any case the information of the update and/or change of these Terms of Service will be available on the Website. However, the version of the Terms of Service that will apply to your given order will be those available on the Website at the time you place your order. Changes of the Terms of Service shall not apply to orders placed before such changes.
8. The Terms of Service are available for the users free of charge on the Website and thus they are made available for the users before executing the agreement with ipgraphy. The Terms of Service are available in a manner that allows to obtain, open and/or saved hem by means of the information and communication technology system used by the User, i.e. in the PDF format. The Terms of Service may be downloaded and or saved from the link below [\[link to pdf\]](#). Downloading and/or saving the Terms of Service in PDF format requires a free application to read PDF files. The program may be downloaded from <http://get.adobe.com/pl/reader/>

II. Definitions

Unless otherwise defined herein the terms used with the capital letter shall have the meaning as defined below.

- **Service provider** – means ipgraphy;
- **Services** – means the (i) **Free-of-Charge Services** available to all Website users at <http://ipgraphy.com> and consisting of online search of similar figurative trademarks, and (ii) other services available for the Registered Users only for the price as specified in the price list published at <http://ipgraphy.com/#watch>, and consisting in particular of **monitoring trademark for a period of 1 year with 12 reports generated on a monthly basis**;

- **Registered User** – means the Website’s user who finished the Registration and has the access to the full functionality of the Website and all of the Services, including the payable Services;
- **Registration** – registration available at <http://ipgraphy.com>, allowing the Website’s user to create his/her user account and become a Registered User.

III. Use of the Website

1. Necessary condition for using the Website and placing an order for the specific Service is getting acquainted with and acceptance of the Terms of Service. As indicated hereinabove, in case of Free-of-Charge Services the Website use agree to be bound by all terms and conditions contained or referenced herein by ordering those Free-of-Charge Services, and in case of the payable Services, the acceptance of the Terms of Service made by the checkbox is necessary for the Registration.
2. In order to be able to use the Website and/or place an order of a Service it is necessary to have a computer system allowing to use the Website as indicated in the “Website Terms & Conditions” located at [\[link to Website Terms & Conditions\]](#) and the e-mail address necessary for the Registration.
3. The inclusion of any services on the Website at a particular time does not imply or warrant that these products will be available at any time. We reserve the right to discontinue any product at any time.
4. You understand and agree not to (i) transmit or in any other way promote any communications or content that could harm or negatively impact our business, products or services; (ii) act in a manner or employ any device that restricts or in any other way inhibits any other user from using the Website, or which impacts the security of the Website, or (iii) employ any device or attempt to use any engine, software, tool, agent, script or other device or mechanism to navigate or search the Website, or to copy content from the Website. We reserve the right to immediately ban access to the Website and close the account of any user of the Website who violates this provision or any other provision in the Terms. For further information on restricting access to the Website please see “Website Terms & Conditions” located at [\[link to Website Terms & Conditions\]](#).

IV. Ordering of the Services

1. In the process of placing of an order for the Free-of-Charge Services you will be asked to complete the form for the trademark search. No personal data shall be required.
2. Before the possibility of placing an order for the payable Services, you will be required to finish the Registration (or Log in, if the Registration was previously completed and you have the User account) and to provide data necessary for dispatch and delivery of the Service(s).
3. Without detriment to other provisions of the Terms of Service, order shall be considered placed at checkout from the basket upon final acceptance of the order with obligation of payment.
4. All the information and data given at the Registration and/or placing of an order should be true and current (necessary condition for effective placement of an order). It is forbidden for the Registered User to deliver or make available information and/or data contrary to law or breaching any right of any third party. Should the information and/or data be false, out of date or unlawful, the Service provider is not obliged to fulfil the order.
5. Orders may be placed 24 hours a day, seven days a week. An order placed on a weekday after 13:00 (GMT +1), on Saturdays, on Sundays and on holidays will be carried out not earlier than the next working day.
6. All the information on the Website referring to the Services (including Service's price) shall be understood as an invitation for conclusion of services agreement. Information regarding the Service's price placed on the Website is binding at checkout upon final placement of the order with obligation of payment. Since that moment of effective placement of an order the price of the given Service will not change regardless of price changes of the Service placed on the Website.
7. After placement of your order you will receive on the e-mail address provided to us confirmation of your order, payment and purchase of the Service(s). All the information of the purchased Services will be also available on within your User account. If for any reason we are unable to fulfil your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the

payment. If, for any reason, alternative arrangements are necessary, the Service provider's representative will contact you to settle the refund.

V. Payment and Price

1. The prices of the Services displayed at the Website include the statutory Value Added Tax (if applicable) but do not include delivery charges and payment processing fees.
2. The payment processing fee will be displayed after determining the payment method.
3. We reserve the right to amend and change prices of the Services displayed on the Website. This will not will impact the price of the Services you order before such changes.
4. The payment for the ordered Services should be made immediately after an order was placed so your order could be effectively placed and finalized. You will be provided with various methods allowing immediate payment for the order. In case of lack of immediate payment, the Services are not considered bought or reserved. In such case in order to buy the Service(s) you will be asked to place an order and go through the procedure of checkout and payment once again.

VI. Delivery

1. We exercise the utmost diligence in accepting and processing orders and will endeavour to deliver your order: (i) in case of the Free-of-Charge Services in the real time on the Website and (ii) in case of the payable Service – in the agreed time and/ or frequency to your User account. We deliver the Services within the whole European Union.
2. In any matter relating to your order or use of the Website you may contact us by sending an e-mail at: hello@ipgraphy.com.

VII. Complaints

Should you have any complaints, requests or queries regarding the Services and of the Website please send us an e-mail at: hello@ipgraphy.com. We will respond to your e-mail within 10 working days.

VIII. Our liability

1. Nothing in these Terms of Services shall exclude or limit the Service provider's liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.
2. EXCEPT FOR THE WILFULL MISCUNT AND OTHER INSTANCES WHERE LIABILITY CANNOT BE EXCLUDED ACCORDING TO APPLICABLE LAW, IN NO EVENT SHALL THE SERVICE PROVIDER BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. In any case, the Service provider is not responsible for indirect losses which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity, or for failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity.
4. Without detriment to point the above provisions, our maximum liability to you for any loss or damage arising in connection with your order on the Website shall be limited to the total price of your order.
5. IPHRAPHY HEREBY STATES THAT THE SEARCH ENGINE AVAILABLE THROUGH THE WEBSITE IS ONLY THE INSTRUMENT FACILITATING ASSESSING THE TRADEMARK REGISTERING ABILITY, AND THE INFORMATION PROVIDED BY IPGRAPHY DOES NOT IN ANY CASE CONSTITUTE AN EXHAUSTIVE SOURCE OF KNOWLEDGE IN RELATION WITH THE GIVEN TRADEMARK REGISTERING ABILITY, WHICH SHOULD BE CONFIRMED BY THE ANALYSIS OF THE RESPECTIVE REGISTERS AND/OR DATABASES PROVIDED BY THE EXPERT IN A FIELD.
6. PLEASE NOTE THAT DUE TO DELAYS IN THE PUBLICATION AND UPDATING OF THE EUIPO'S ELECTRONIC DATABASE, WITHIN THREE TO FOUR MONTHS FROM THE DATE OF THE SEARCH, THERE MAY BE

ADDITIONAL, UNKNOWN AS OF THE DATE OF THE SEARCH, DOCUMENTS DISCLOSED WHICH ARE RELEVANT TO THE SEARCH AND/OR MONITORING SERVICES. IPGRAPHY DOES NOT GUARANTEE THE COMPLETENESS AND CORRECTNESS OF THE DATA IN ITS ONGOING DATABASES. THESE CIRCUMSTANCES MAY ALSO AFFECT THE COMPLETENESS OF THE SEARCH AND/OR MONITORING REPORT.

IX. Personal data

1. The personal data controller with respect to your personal data is ipgraphy.
2. Provision of your personal data on the Website and/or at the Registration is voluntary, however without provision of that data purchase of the Product(s) placed on the Website is not possible (this regards all the information/data indicated as obligatory).
3. Your personal data shall be processed for the purpose of fulfilment of your order, delivery of the Service(s) and overall performance of the service (purchase) agreement as well as other legally justified purposes. Your personal data may be entrusted to another party for the processing in the form of a written agreement and only for the purpose of fulfilment of your order and overall performance of the service (purchase) agreement. Your personal data shall not be made available to other recipients and/or for other purposes.
4. You are entitled to access to the content of your personal data and its correction.

X. Final provisions

These Terms & Conditions are governed by the laws of Poland and subject to the exclusive jurisdiction of the courts for the Capital City of Warsaw.

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