<u>Terms and Conditions of Use for DPMAkurier</u>

between the Federal Republic of Germany, represented by the Federal Minister of Justice and Consumer Protection, who is represented by the President of the German Patent and Trade Mark Office, 80297 Munich, Germany

- hereinafter referred to as **DPMA** -

and the customer of the DPMAkurier service

- hereinafter referred to as the **user** -

Section 1. Subject matter of the contract

The following Terms and Conditions of Use – hereinafter referred to as the "Terms" – govern the contractual relationship between the German Patent and Trade Mark Office (DPMA) and the user in relation to the use of the DPMAkurier service.

With the DPMAkurier service, users can obtain up-to-date publications (patent, trade mark and design gazettes) and legal and procedural status data on patents, utility models, trade marks and designs free of charge. The service facilitates the monitoring of industrial property rights and simplifies their prosecution.

Section 2. Registration

1. The requested issues of the Patent Gazette, Trade Mark Journal or Designs Gazette, parts thereof or legal and procedural status data relating to IP rights applied for, registered and granted will be sent as a link via an automated e-mail to the user. The user is not automatically entitled to use this service. The automated supply service is available to the user upon a first-time registration. The subscription will begin upon registration.

2. The following mandatory fields must be completed for registration:

- given name
- family name
- e-mail address
- password
- password security question and answer
- preferred language (German or English)
- acceptance of these Terms and of the Data Protection Statement

Once the indicated details have been saved, an automatically generated e-mail will be sent to the e-mail address given. This e-mail contains a link with a user ID. Clicking on the link will activate the account and enable the user to use their chosen login details. This is to prevent third-party or incorrect e-mail addresses from being used in the registration process and saved permanently to the system. The submitted data are used solely for user management.

3. Only persons that are 18 years or older will be admitted to the registration process. Minors (younger than 18 years) will need to provide a letter of consent by their legal guardian(s) in order to be able to use the service. Upon request, the user shall prove their age or the consent of their legal guardian(s).

4. The user undertakes to submit only truthful information during the registration
and to update it upon change under the menu item "Settings".

5. The user shall make sure to be reachable by the DPMA at the e-mail address given.

6 The user is responsible for protecting their login details (e-mail address and password). The user is not permitted to communicate these details to third parties. The user shall inform the DPMA via e-mail to datenbanken@dpma.de without delay if it appears to them that the password may be used by a third party. Upon receipt of such an e-mail, the DPMA will block access to the password-protected section using the concerned login details..

7. Any misuse of data, specifically any utilisation of data in connection with activities that may convey the impression that the user is entitled to register, renew or otherwise manage industrial property rights shall be prohibited. The user is also not permitted to communicate DPMA data to persons misusing data.

8. The DPMA reserves the right to reject the registration of a user or to prevent the user from using the service with immediate effect if the user violates any of the aforementioned obligations. The DPMA's right of termination pursuant to Section 6 remains unaffected.

9. If the user does not log in to the DPMAkurier website for one year or if he does not use a courier e-mail during this period to view the result of a monitoring via the link "New publications available", the user will receive a corresponding notification by e-mail. If the user does not log in to DPMAkurier with his user ID for another 90 days, the user data will be deleted from the system. Both the user data and the search requests will then be lost and cannot be restored.

10. The DPMA reserves the right to change the Terms at any time in order to adjust them to the current legal requirements or to implement changes to the DPMAkurier service, provided that the changes are reasonable for the user considering the DPMA's interests. The DPMA will inform the user about such changes via e-mail to the e-mail address given during the registration in due time in advance, however, at least 30 days before the intended entry into force. If the user is not willing to accept the changes, they may object to the changes within the time limit before the changes enter into force or terminate the service pursuant to Section 6. Otherwise, their silence will be deemed to be acceptance of the changes. The e-mail announcing the changes will contain information about the possibility of objection and termination, the time limit and ist significance as well as the legal consequence of silence. If the DPMA is not able to deliver the notification of change or the user objects to the new Terms, the DPMA reserves the right to block access to the password-protected section using the login details. If the user does not react, the DPMA is entitled to delete the blocked details after 90 days. The DPMA's right of termination pursuant to Section 6 remains unaffected.

Section 3. Liability

1. The DPMA only assumes liability for damages caused intentionally or by gross negligence by the DPMA or its staff and vicarious agents. This does not apply to liability under the German Product Liability Act (Produkthaftungsgesetz), to damages arising from injury to life, body or health and to damages resulting from the violation of obligations whose fulfilment is indispensable for the proper fulfilment of the agreement and on whose observance the contractual partner may regularly rely (fundamental contractual obligations). In the event of slightly negligent violation of fundamental contractual obligations, liability shall be limited to compensation for the damage typical for this type of contract and foreseeable at the time of the conclusion of the contract.

2. The DPMA does not guarantee that data supplied within the scope of this service fulfil the user's requirements, are complete, free from defects or correct with regard to content. Likewise, the DPMA does not guarantee that data supplied within the scope of this service are free from third-party rights.

3. The DPMA does not assume any liability for interruptions of the service due to force majeure or events the DPMA is not responsible for, particularly the failure of telecommunications networks. The DPMA does not guarantee that the service is free from interruptions or defects, works in a timely or reliable manner and that possible defects will be rectified.

Section 4. Indemnity

Upon first request, the user shall indemnify the DPMA from claims deriving from culpable violation of third-party rights by the user. Insofar as the user is obliged to indemnify, they shall carry all costs for legal prosecution (that is, all court fees and lawyer's fees) incurred by the DPMA in this context. Further claims for damages remain unaffected.

Section 5. Secrecy; data protection

1. Where data supplied by the DPMA contain details that are not or not yet approved or intended for publication in the interest of IP applicants or holders of IP rights, a user having obtained knowledge of such details shall not publish or otherwise pass on these details, in any event not before the date on which publication is admissible under the applicable legal provisions. The user undertakes to take all required measures within their sphere to ensure that these data will be kept secret. In addition, the user undertakes to inform in detail their staff and, where applicable, third parties commissioned to process or use data about the secrecy requirement under sentence 1 and 2 and about the legal provisions relating to data protection, who shall also be required to give an undertaking to maintain confidentiality (Section 5 of the German Federal Data Protection Act – Bundesdatenschutzgesetz).

2. The DPMA undertakes to comply with the legal provisions relating to data protection applicable in Germany as well as with the DPMA's Data Protection Statement when collecting, using and processing personal data of the user.

Section 6. Term; termination

1. The term of the contract is not limited in time. The DPMA and the user are entitled to terminate the contract at any time. The contract shall be terminated via e-mail containing the given name, the family name and the e-mail address with which the user has registered for the service. The recipient of the termination shall confirm the termination via e-mail. If the DPMA is not able to deliver the termination, the DPMA reserves the right to block access to the password-protected section using the login details. If the user does not react, the DPMA is entitled to delete the blocked details after 90 days.

2. The DPMA's and the user's rights to extraordinarily terminate the contract for good cause remain unaffected. A good cause is particularly present in case of violation of the obligations by the user under Sections 2, 4 and 5 of the contract.

3. The contract shall expire – without the requirement of a termination – if the user has not logged in to DPMAkurier with their login details for the period defined in Section 2(9) or if the DPMA has deleted the blocked login details pursuant to Section 2(10) or 6(1)..

4. The contract shall expire – without the requirement of a termination – if the DPMA shuts down the DPMAkurier service. The user will be informed about the shutdown of the service via e-mail in advance. The user may not derive any rights from the shutdown of the DPMAkurier service. The DPMA is entitled to shut down the service for any reason..

5. The user's obligations under Sections 4 and 5 remain effective even after the termination of the contract.

Section 7. Copyright

The user themselves shall be responsible for complying with the provisions of the German Copyright Act (Urheberrechtsgesetz) governing copyright and rights related to copyright.

Section 8. Final clause

1. The law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply

2. The DPMA is entitled to transfer rights and obligations under this contract to third parties. The user shall be informed about this via e-mail in advance.

3. Changes and additions to this contract – including the revocation of the written form requirement – shall be in written form. Changes and additions shall be explicitly marked as such. The DPMA's rights to make changes mentioned in this contract shall remain unaffected.

4. Place of jurisdiction shall be Munich in case the user is a business, legal entity under public law or special fund under public law.

Contact

Should you have any questions on our databases and search methods, please do not hesitate to contact us on +49 89 2195-3435 or at datenbanken@dpma.de

Detailed information on patents, trade marks, utility models and designs is available at our enquiry unit on +49 89 2195-3402, at 089 2195-1000 at info@dpma.de and on our DPMA website

Imprint

Deutsches Patent- und Markenamt

Zweibrückenstr. 12

80331 München

Germany

Phone: +49 89 2195 – 1000

Fax: +49 89 2195 – 2221

Internet: http://www.dpma.de

E-mail: info@dpma.de

The German Patent and Trade Mark Office is a higher Federal authority represented by its President. VAT identification number pursuant to Section 27a of the German Turnover Tax Act (Umsatzsteuergesetz): DE 811 208 709