

, 2016

Dear Applicant,

Your trademark application has been received by the International Bureau and information about your application is now available in The ROMARIN (Read-Only-Memory of Madrid Active Registry Information) system.

To register your trademark in World International Monitoring Organization Database you should pay the registration fee before _____, otherwise registration process will be canceled.

Please find enclosed our offer with payment details.

Marie Lang
Accountant
World International Monitoring Organization



General Terms of Business

The present Offer by WIMORG (hereinafter also referred to as – “World International Monitoring Organization”), registration number 05222371, with its registered office at Jeremiasova street 2722/2a, Stodulky, 155 00, Praha 5, Czech Republic, addressed to the Applicant and which is a private proposal to conclude a trademark registration or renewal service contract.

1. Used terms and definitions

- 1.1. “Applicant” means an individual or a legal entity, whose particulars are given on the front page of the Offer, who has entered into the contract with World International Monitoring Organization.
- 1.2. “Database” means a database, which is the property of World International Monitoring Organization, where trademarks of various applicants are being registered. World International Monitoring Organization guarantees the confidentiality of information kept in the database.
- 1.3. “Offer” means an addressed to the Applicant written offer of transaction under the terms and conditions set forth in the present General Terms of Business and on the front page of the Offer.
- 1.4. “Front page” of the Offer means the side of the document on the reverse of the present General Terms of Business, on which a particular offer to the Applicant is set out as to the trademark registration or renewal (type and specific characteristics of the trademark, registration fee and other conditions).
- 1.5. “Trademark registration” means the service for registration of the trademark set out in the Offer with World International Monitoring Organization database.
- 1.6. “Trademark renewal” means the service for additional registration of the trademark registered with other registers and set out in the Offer with World International Monitoring Organization database.

2. General Terms and Conditions

- 2.1. The Applicant undertakes to accept the present Offer, by paying World International Monitoring Organization the total value of service on or prior to the date set out in the Offer.
Acceptance of the Offer means the unconditional acceptance of all terms and conditions set out hereunder.
- 2.2. World International Monitoring Organization commits to register the trademark or renew with the database in the Applicant's name within up to 21 days after acceptance of the Offer by the Applicant.

3. Service Fee and Payment Policy

- 3.1. The service fee, currency, deadlines for payment and bank details are set out on the Front Page of the Offer.
- 3.2. The Applicant commits to pay the fee of the trademark registration or renewal services by remitting the full value of service to the bank account given in the Offer.
- 3.3. In the event of a delay in payment for service the Offer shall be deemed unaccepted. In these circumstances World International Monitoring Organization shall be at liberty to debar the Applicant the right of the trademark registration or renewal.
- 3.4. The Applicant is at liberty to waive the services of World International Monitoring Organization within 48 hours after acceptance of the Offer and payment for services. In these circumstances the Applicant shall write an application to World International Monitoring Organization for money refund. Such application should be sent forthwith to the official email address info@wimorg.com, as well as to the registered office World International Monitoring Organization.
- 3.5. The time period for consideration of the application for money refund is 14 working days, upon which the official reply shall be sent to the Applicant's email address. World International Monitoring Organization is entitled not to consider such applications and not refund money, where the application for money refund fails to be filed within 48 hours after payment for the service.

4. Intellectual Property Right

- 4.1. The Applicant shall assume the responsibility for the information and data, which constitute the registration data as identified on the front page hereof. The Applicant hereby declares to make familiar with the content of the registration data before acceptance of the Offer, whereas to be the authorized owner/applicant of the copyright application, being the subject of the registration.
- 4.2. Any responsibility for the infringement of the copyrights of World International Monitoring Organization is excluded.
- 4.3. World International Monitoring Organization shall refuse any claims for the damage compensation resulting from the infringement of the rights related to the trademark of the third party raised against him.
- 4.4. The Applicant shall be obliged to compensate World International Monitoring Organization and any other entitled subjects for any damage caused by technical or legal defect of the registration data, namely, by the fact that the publishing of the registration data infringed the copyright, the trademark rights or instructions governing the economic competition.

5. Applicable Law, Jurisdiction Determination and Partial Invalidity

- 5.1. These General Terms of Business and the contractual relation as such shall be governed by the rule of law of the Switzerland.
- 5.2. Any dispute, controversy, or a claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers. Arbitration Institution in force as of the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Sion, Switzerland. The arbitral proceedings shall be conducted in French.
- 5.3. Mutual agreements, exceptions, changes and amendments shall be executed in the written form.
- 5.4. Should any individual parts of these General Terms of Business cease to be valid, the other parts shall remain in validity. Should any other provisions cease to be valid within the framework of the co-operation the validity of other provisions or arrangements shall not be affected. In such a case the contracting parties shall be obliged to make or modify the invalid article in such a way so as to comply with the will of the parties and the Law of Switzerland.