

General Conditions for the Sale of WIPO Products and Services Containing Madrid System Data (July 2025)

The following General Conditions shall apply in their entirety and without exception to all sales by WIPO of the products and services containing Madrid System data to Customers. All offers and invoices issued by WIPO are subject to these conditions and all orders accepted by the Customer imply acceptance of these conditions.

1. Definitions

In these General Conditions,

- "WIPO" means the World Intellectual Property Organization, an intergovernmental organization and specialized agency of the United Nations, which administers the Madrid System for the International Registration of Marks.
- "The Madrid System" refers to the system for the international registration of marks established in 1891, which is governed by the Madrid Protocol (1989).
- "Products and Services" refer to WIPO Products and Services embodying data pertaining to international trademark applications and registrations under the Madrid System, referred to as "Madrid System data".
- "Madrid Monitor" refers to the database made available on the WIPO web site containing information on international applications and registrations under the Madrid System.
- "The Customer" refers to any person purchasing the Products and Services and who shall be subject to these General Conditions.

2. Prices and Payments

- (a) Prices to the Customer will be those set forth in the invoice issued by WIPO. All sums payable by the Customer thereunder shall be paid free and without any deduction of any taxes imposed or assessed by any governmental authority.
- (b) Payment shall be made solely through such payment methods as established and designated by WIPO at its sole discretion. WIPO reserves the right to modify, add, or remove acceptable payment methods at any time without prior notice. The Customer agrees to comply with all payment terms, procedures, and requirements specified by WIPO in connection with its selected payment methods.
- (c) Any applicable international duties, bank fees, brokerage fees, custom or import taxes shall be paid by the Customer.

3. Shipment

- (a) WIPO shall, at its sole discretion, determine and select the most appropriate storage medium and delivery method for shipping the Products and Services to the Customer.

The Customer acknowledges and accepts that the choice of delivery medium and method remains exclusively within WIPO's authority to ensure optimal data integrity and efficient delivery.

- (b) Shipment of the Products and Services shall be initiated soon after full payment is received by WIPO.

4. Granted Rights

The Customer shall have a worldwide and non-exclusive right to make the following uses of Madrid System data contained in the Products and Services:

- (i) download and store it in a searchable database;
- (ii) internally redistribute or transfer to the Customer's subsidiaries, associated or affiliated companies, and members of the same group of companies;
- (iii) copy, publish, display or provide digital extracts for users of the Customer's services;
- (iv) authorize users of the Customer's services to access and use digital extracts, including downloading, creating printouts, reproducing, reformatting, analyzing, printing and displaying such extracts of data.

5. Prohibited use

The Customer shall not process or use Madrid System data contained in the Products and Services for:

- (i) a commercial exploitation of personal data contained therein;
- (ii) contacting registered applicants or holders for any commercial purpose unrelated to the official application or registration of their marks or for any other illegal or misleading activity;
- (iii) subject to Section 4(b)(ii) above, redistribution or sale of the entire Products and Services or any portion thereof;
- (iv) purposes in detriment to the protection of public and moral order;
- (v) any fraudulent activity.

WIPO reserves the right to terminate a Customer's access to the Products and Services in the event of non-compliance with these General Conditions. Such termination shall take immediate effect without prior notice.

6. Warranty and Claims:

- (a) WIPO warrants that at the time of delivery, the Products and Services shall conform with their description and be free from defects.
- (b) WIPO shall not be liable for any non-compliance with the foregoing warranty where the Customer has misused the Products and Services or not stored them properly and in suitable conditions.
- (c) In the event that the Products and Services are defective, the Customer shall notify WIPO accordingly, in writing, within 10 days as from the date of receipt. Failure to

notify WIPO of any defects within the 10-day period constitutes a waiver by the Customer of all claims.

- (d) WIPO shall, where applicable, provide a one-time reshipment of the Products and Services to the Customer.
- (e) Save the foregoing warranties, WIPO gives no other warranties to the Customer, including as to the quality or accuracy of translations contained in the Products and Services and the relevance of the Products and Services to the Customer's needs or fitness for purpose.

7. Products and Services Update Files

Following delivery of the Products and Services, the Customer is solely responsible for updating the Madrid System data contained therein by downloading and processing the Madrid Monitor Update files from the FTP site WIPO has made available for this purpose.

8. Disclaimers, Liability and Force Majeure

- (a) WIPO makes every effort to ensure, but cannot guarantee, the accuracy and integrity of Madrid System data contained in the Products and Services.
- (b) The Madrid System data contained in the Products and Services is provided on a strictly "as is" basis and the Customer is fully and solely responsible for the use of this data and for any results and consequences of this use.
- (c) WIPO shall not be held liable for any or all uses of the Madrid System data contained in the Products and Services and their search service that may affect or violate any patent, trademark, copyright, trade secret, other intellectual property right or any legal right of any third party.
- (d) WIPO shall in no event be liable for any direct, incidental, special, consequential, indirect or punitive damages, including, but not limited to, loss of use, loss of data, loss of profits, loss of anticipated savings, or business interruption that result from the use of, or the inability to use, the Products and Services.
- (e) The names and the designations used in the Products and Services do not imply the expression of any opinion whatsoever on the part of WIPO concerning the substance of the entitlement claim under the Madrid System, or of the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries.
- (f) WIPO shall not be liable or deemed to be in default for any delays in the delivery of the Products and Services resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

9. Modifications to Products and Services

- (a) WIPO reserves the right, in its sole discretion, to discontinue, to issue, and to modify, at any time, the number, content, format, structure, and description of any or all of the Madrid System data contained in the Products and Services.
- (b) Any of such modifications shall take effect 90 days following posting of a notice on WIPO's web site.

10. Indemnification

The Customer agrees to release, defend, indemnify, and hold WIPO harmless from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with the use of the Products and Services by the Customer or the Customer's violation of these General Conditions.

11. Intellectual Property

By selling the Products and Services, WIPO does not transfer any intellectual property rights that may be attached to them. All ownership of intellectual property rights and other proprietary rights with respect to the Products and Services remain the exclusive property of WIPO.

12. Acknowledgment of Source and Disclaimer

- (a) The Customer shall identify WIPO as the source of any of the Madrid System data contained in the Products and Services.
- (b) Any identification of WIPO as the source shall include the following disclaimer: "The World Intellectual Property Organization (WIPO) bears no responsibility for the integrity or accuracy of the data contained herein, in particular due, but not limited, to any deletion, manipulation, or reformatting of data that may have occurred beyond its control."

13. Use of the Name or Logo of WIPO

The Customer shall not use the name or logo of WIPO without the prior written permission of WIPO.

14. Personal Data and Privacy

The Customer acknowledges that WIPO may use their personal data according to WIPO's [Privacy Policy](#), which is incorporated herein by this reference.

15. Modifications to the General Conditions

WIPO may amend these General Conditions at any time at its sole discretion. Any amendments will be posted on WIPO's website. Unless stated otherwise, amendments shall take effect immediately upon posting of the new General Conditions and shall apply to all sales of the Products and Services made thereafter.

16. Settlement of Disputes

WIPO and the Customer shall use their best efforts to amicably settle any dispute arising out of the sale of the Products and Services and these General Conditions. If not settled amicably, the dispute may be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The place of arbitration shall be Geneva, Switzerland, and the language to be used in the arbitral proceedings shall be French or English. The decisions of the arbitral tribunal shall be based on general principles of international law. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

17. Privileges and Immunities

Nothing in or relating to these General Conditions shall be deemed a waiver of any of the privileges and immunities accorded to WIPO as an intergovernmental organization and specialized agency of the United Nations.

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