



RI 2017/03

> **Order Number:** 5170302370

> **Sent Date:** 19.01.2017



> **Int. Class:**



> **Title:**



> **International Application No:**



> **Publication Number:**



> **Publication Date:**



> **International Filing Date:**



> **Payment Details:**

Subject	Amount
Renewal Fee 5170302370	1.929,00 EUR
Processing Fee	25,00 EUR
Additional Fee	0,00 EUR
Total Filing Fee	1.954,00 EUR

> **Payment Methods:**

Payment by Wire Transfer:

Beneficiary: IP Direct s.r.o.
Bank name: Expobank CZ a.s.
IBAN: CZ59 4000 0000 0051 5937 1607
BIC/SWIFT: EXPNCZPP
Account no.: 5159371607
Bank address: Vitezna 126/1
150 00 Praha 5
Czech Republic

Payment by Cheque:

Beneficiary: IP Direct s.r.o.
Address: Olsanska 54/3
130 00 Praha 3
Czech Republic

Please pay the Amount, within 14 days. Don't forget to quote the Order Number: **5170302370**



> **Registration of the International Patent:**

The international patent has been published in the WIPO-Gazette, which is edited by Bureau of the World Intellectual Property Organization. This publishing forms the basis of our offer. Please note, registration is not affiliated with the publication of the official International Patent Application registration and is not a registration by a government entity. This form is solely the offer for the concluding of the contract, being the year registration of your international patent application in our internet database and access to all database services. Applicant in the sense of the provision § 1744 law no. 89/2012 Coll., Civil Code, accepts this motion of Provider to the concluding of the contractual relationship by the execution of the non-cash settlement of the annual registration price to the account of Provider. To access the database, identify the offer number. By the settlement of the price Applicant agrees that the contractual relationship shall be governed by the company general terms of business, specified on the second page of this application; the issues not modified by these terms shall be governed by the law no. 89/2012 Coll., Civil Code. By the acceptance of this motion Applicant hereby declares to familiarize himself with the General Terms of Business and to read them; furthermore, he declares to agree with their wording. Due to legal reasons, all and any back-payment claims and complaints filed directly or via the bank, will neither be processed or accepted by us. The bank cannot refund you without our approval. Please save our as well as your precious time and choose the shortest way for a settling of your complaint and approach us directly at cancel@ip-direct.org.

General Terms of Business

1. Introductory Provisions

1. Registration shall be governed by the following terms of business.
2. This form is solely the offer for the concluding of the contract
3. General Terms of Business (hereinafter referred to as "GTB"), issued by the company IP Direct s.r.o., Praha 3, Olšanská 54/3, PSC 130 00, IC: 05620546 (hereinafter referred to as "Provider"), modify all business relationships between Provider and Applicant.
4. Applicant shall be understood as a person (natural or legal) or any other subject ordering the registration (hereinafter referred to as "Applicant").

2. Offer and Concluding of Contract

1. Contract shall be concluded in the moment of the settlement of the annual registration price by Applicant in the sense of the provision § 1744 law no. 89/2012 Coll., Civil Code.
2. Provider hereby undertakes to grant the registration in the term of 10 days from the receiving of the annual registration price.
3. In case of payment per check, the day of cashing is valid as payment day

3. Scope of Deliveries and Services

1. Provider shall grant the registration in the registration catalogue in the portal of Provider, available in the internet address (URL) www.ip-direct.org. Provider shall register all data of Applicant as specified in the front page of this form.
2. Provider shall enable Applicant the access to the database IP Direct. The Applicant has an Order number as specified on the first page, which also acts as Login. Using that number, the Customer can access our entire database after paying the Fee.
3. Unless the data specified in the form correspond with the reality, Applicant shall be obliged to notify immediately Provider on the change of such data for the purpose of the publishing of the topical information.
4. Provider shall set the sequence of the registration in the catalogue.
5. Provider shall be entitled to suspend the registration (i.e. not to grant the registration in the term pursuant to the article II para 3) harbouring justified doubts about the fact whether Applicant disposes with all necessary rights (especially copyright or trademark rights) necessary to their publication, till the moment of the justified proving of Applicant's rights to Provider by Applicant.

4. Contractual Relationship Duration

1. Registration is stipulated for the definite period of time, being one year, starting on the day of the factual registration by Provider.
2. Since the registration provider will provide the applicant with total access to its database, it is not possible to terminate the contract prematurely or to cancel the contract.
3. If the Applicant requests within 10 days after the payment to cancel the contract, the contract will be terminated prematurely, and the Provider will return the payment back, after deduction of 10% of operating costs. The application must be delivered to the company address or by email to cancel@ip-direct.org.

5. Prices

1. All sums stipulated in the contracts, purchase orders and other materials of Provider shall be specified without the value added tax (VAT), unless expressly stated otherwise. VAT rate shall be specified by law, and shall be always identified in the tax documents.

6. Copyright to Intellectual Property

1. Applicant shall assume the responsibility for the information and data, forming the registration data, identified in the front page of this form. Applicant hereby declares to make familiar with the content of the registration data before the order acceptance, whereas to be the authorized owner of the copyright or patent application, being the subject of the registration.
2. Any responsibility for the infringement of the copyrights of Provider is excluded.
3. Provider shall refuse any claims for the damage compensation resulting from the infringement of the rights related to the trademark, patents, patent applications, utility models, registered engineering designs or copyrights of the third party raised against him.
4. Applicant shall be obliged to compensate Provider and any other entitled subjects for any damage caused by technical or legal defect of the registration data, namely the fact that the publishing of the registration data infringed the copyright, right to the trademark or instructions governing the economic competition.

7. Choice of Law, Jurisdiction Determination, Partial Invalidity

1. These General Terms of Business and the contractual relation as such shall be governed by the rule of law of the Czech Republic, with the exclusion of the UN convention of the international sale of goods (CISG).
2. Any lawsuits resulting directly or indirectly from the mentioned contractual relationship shall be solved by the court of the Czech Republic with the local competence in Prague.
3. Mutual agreements, exceptions, changes and amendments shall be executed in the written form.
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 invalidity article in such a way so as to comply with the will of the parties and the Czech rule of law.
5. GTB shall be valid and effective as of Jan 1, 2017.