



Trademark Watch

Contract Proposal

	Mark:
	Register: Community Trademarks
	International Class: 35, 41
	Applicant:
	Filing Number:
	Filing Date: 16-09-2019

Dear Sirs,

Your trademark application will be published soon for opposition purposes. It would be advisable to keep this trademark under surveillance in order to ensure that no later similar marks are registered without your knowledge. If you are interested in this service, please proceed with the payment indicated below. The duration of this contract is two years.

Payment of our Services from set. 2019 - set. 2021.			
Pos	Subject	Curr.	Amount
1	Charge of services	EUR	603,50
2	Extra charge	EUR	0,00
3	Value added tax	EUR	0,00

The amount above, on acceptance, of this service, by wire transfer or cheque.

Payment Methods			
By Bank Transfer		By Cheque	
Amount Total:	EUR 603,50	Amount Total:	EUR 603,50
Beneficiary:	FURTADO S.A.	Beneficiary:	FURTADO S.A.
Bank name:	Banco Popular Portugal S.A.	Address:	Av. Duque de Ávila, 66, 7º
IBAN:	PT50004600550060016894631		1050-083 Lisboa
SWIFT:	CRBNPTPL		Portugal
REF:	18125483	REF:	18125483

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

Article 1 – General provisions

These GENERAL CONDITIONS FOR THE PROVISION OF SERVICES (CONDITIONS) apply to the services to be provided. The provision of the services of EASY MARCA implies knowledge and full acceptance by the CLIENT (the CLIENT being understood to be the subscriber to the services) of the terms of these CONDITIONS. The CLIENT must be the owner of the rights in the TRADEMARK for which it has requested the EASY MARCA watch service and shall be the sole party responsible therefor. The provision of services shall remain valid for the whole of the period presented for their duration. Since this is not a contract entered into through electronic means, the requirements laid down in Article 27 et seq. of Decree-Law No 7/2004 of 7 January 2004 shall not apply, though if it is deemed that they can be applied, the parties shall expressly derogate from the application of all the requirements permitted by law.

Article 2 – Object of the CONDITIONS

The service proposed by EASY MARCA consists of the comparison of the TRADEMARK of the CLIENT with trademarks applied for before the OHIM – Office for the Harmonization in the Internal Market. Trademarks that are considered to be confusingly similar to the TRADEMARK of the CLIENT may give rise to the issuance of a watch notice, which will allow the CLIENT to oppose the registration thereof and defend its exclusive rights. The services proposed by EASY MARCA overleaf do not include the carrying out of official acts for the defence of the TRADEMARK of the CLIENT. The services of EASY MARCA shall under no circumstances substitute the registration of the TRADEMARK and the respective renewals with the competent authorities. The CLIENT declares that the information relating to the TRADEMARK and its ownership is not confidential.

Article 3 – Recordal of the details of the TRADEMARK

The CLIENT shall guarantee the accuracy and veracity of the information relating to the TRADEMARK and its ownership. The CLIENT shall bear all the costs relating to the fulfilment of its obligations under these CONDITIONS. The information shall correspond to the details on record in the official publications (which are not free of errors or omissions). The CLIENT shall notify EASY MARCA of any alterations that are recorded against the TRADEMARK. EASY MARCA undertakes to make, free of charge, any alterations regarding the TRADEMARK that are notified by the CLIENT.

Article 4 – Start and duration of the provision of services

EASY MARCA shall provide the services covered by these CONDITIONS following acceptance of the contract proposal formalised by subscription to the contracted services. The provision of the services by EASY MARCA shall not start before the CLIENT has made payment for subscription thereto. The CLIENT shall be notified in advance of the termination of the effects of this contract so that the renewal of the service can be requested. Any request or complaint by the CLIENT shall be addressed in writing to EASY MARCA.

Article 5 – Right of free termination

The CLIENT shall be entitled to freely terminate this contract within the terms of Article 10(1)(a) and Article 11 of Decree-Law No 24/2014 of 14 February 2014. The CLIENT is entitled to freely terminate this contract within 14 calendar days, without the need to provide any justification. The term in which to exercise the right of free termination shall expire within 14 days after the day following the date of conclusion of the contract. In order to exercise the right of free termination, the CLIENT shall notify EASY MARCA of its decision to terminate this contract by means of an unequivocal declaration (for example a letter sent by post, fax or electronic mail). In order that the period for free termination may be observed, the notification of exercise of the right of free termination simply needs to be sent before the expiry of the termination deadline. After this period, the exercise of the aforementioned right shall not entitle the CLIENT to the refund of any sums paid to EASY MARCA, in accordance with Article 434(2) of the Civil Code.

Article 6 – Effects of termination

In the event of termination of this contract, all the payments made shall be refunded without undue delay and, in any event, no later than 14 days from the date on which EASY MARCA is informed of the decision of the CLIENT to terminate this contract. EASY MARCA shall make such refunds using the same method of payment as used by the CLIENT in the initial transaction, unless expressly agreed otherwise by the CLIENT; in any case, the CLIENT shall not incur any costs as a consequence of the said refund.

Article 7 – Liability

The CLIENT is the sole party responsible for the information relating to the TRADEMARK, meaning that only the CLIENT can be held civilly and criminally liable for any acts contrary to the rules and provisions relating to the TRADEMARK in question. In the case of any possible changes concerning the TRADEMARK or its owner, EASY MARCA shall only guarantee assistance if it has been notified thereof in writing by the CLIENT. The CLIENT agrees and acknowledges that subscription to the services of EASY MARCA is entirely its responsibility and EASY MARCA cannot be held liable for any damages incurred by the CLIENT or by third parties arising from the use of the service, including damage caused by a computer virus, unless such damages result from wilful or gross negligence on the part of EASY MARCA. EASY MARCA expressly declines any liability for losses or delays in the transmission of data via the Internet or the postal service between the CLIENT and EASY MARCA. EASY MARCA shall not be liable for undue use or use in breach of these conditions and the legal provisions which govern them.

Article 8 – Costs and methods of payment

Payment can be made through a wire transfer or by bank cheque payable to EASY MARCA, in which case the cheque shall be sent to EASY MARCA accompanied by the detachable slip contained in the printed form overleaf.

Article 9 – Final provisions

EASY MARCA is a registered trademark of the commercial company Furtado – Marcas e Patentes, S.A., with head office at Avenida Duque d'Ávila, no. 66, 7º Andar, 1050-083 Lisbon, Portugal, holder of corporate body identification number 504 981 960.