

Product Terms – Trade Mark Services (Guernsey only)

1. INTRODUCTION

- 1.1. These product terms apply whenever we agree to register or maintain trade marks or undertake other trade mark-related work for you (the **Trade Mark Services**).
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms.
- 1.3. The Engagement Terms for Trade Mark Services are made up of:
 - 1.3.1. an engagement letter between you and us (the **EL**);
 - 1.3.2. these product terms;
 - 1.3.3. any applicable jurisdiction terms;
 - 1.3.4. our General Terms and any document referred to in it that is not already mentioned in this Clause 1.3; and
 - 1.3.5. any other document that expressly forms part of the Engagement Terms.
- 1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.
- 1.5. We may change these product terms at any time. We will notify you of changes in line with Clause 34 (*Notices*) of our General Terms.

2. TRADE MARK SERVICES

- 2.1. This section applies in all cases where we provide you with Trade Mark Services.
- 2.2. The Registrar of the States of Guernsey Intellectual Property Office (the **GIPO**) imposes strict time limits in respect of trade mark registrations and renewals. Failure to adhere to such time limits can put trade mark registrations at risk. We accept no liability where you do not provide us with clear, complete, and timely instructions together with any requested information to allow us to meet any such time limit imposed by the GIPO. We are not obliged to provide you with reminders of relevant time limits.
- 2.3. If you provide us with late instructions, we may not be able to act in accordance with any relevant time limit imposed by the GIPO. In such a case, we will bear no liability for any loss which may arise as a result.
- 2.4. You are responsible for ensuring that all information provided in respect of any trade mark registration or renewal (including but

not limited to information relating to the technical component of such registration or renewal) is accurate and correct. We accept no liability where the information you have provided to us is inaccurate, incorrect, or late.

- 2.5. We assume that you do not wish to have your trade mark renewed on a ten-yearly basis unless we are informed by you otherwise. You will inform us if you wish to renew your trade mark so that we can advise the GIPO. We accept no liability where you do not inform us that you wish to renew your trade mark in advance of the relevant time limit.
- 2.6. Assignments or licensing of trade marks must be registered with the GIPO within six months of the transaction. You will inform us promptly if you have assigned or licensed your trade mark so that we can file an application to record the assignment or license with the GIPO. You agree to provide us with such documentation as is required to submit this application. The enforcement of rights may be adversely affected if the assignment is not recorded within the GIPO's time limit, and we will bear no responsibility where the delay in recording the assignment or license is the result of late instructions received from you.
- 2.7. You will inform us promptly of any change in name, address, telephone number or e-mail address relevant to the trade mark registration or renewal so that we may update the GIPO. As such details must be registered with the GIPO, we will not be held responsible for any loss arising from your failure to update us with such details in a timely manner.
- 2.8. We cannot provide you with legal advice in respect of the Trade Mark Services.
- 2.9. Where searches are carried out as part of the Trade Mark Services (whether by us, the GIPO or a third party), you acknowledge that such searches are subject to limitations and accept that no assurances can be made in respect of any search's accuracy or comprehensiveness.
- 2.10. Unless specifically agreed with you in writing, we make no representations on the suitability of the proposed mark(s), the merits and/or likelihood of registration and any risk of opposition by third parties.

Date: 17 April 2023