

EPVALIDATION.NET – Business Conditions and Terms of Use

Welcome to our website.

This is www.epvalidation.net, a service brought to you by Pintz & Partners LLC.

Pintz & Partners LLC is a Patent and Trademark Law Firm, with its head office located in Budapest, Hungary, European Union. Our contact details:

Address: Pf. 245, 1444 Budapest, Hungary

Telefax: +36-1-457-0065

E-mail: info@epvalidation.net

Website: www.hupatent.com

EU-VAT identification no.: HU22954275

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which govern Pintz & Partners LLC's relationship with you in relation to this website and the services promoted through it. All relations with Pintz & Partners LLC/www.epvalidation.net ("P&P") are subject to the terms and conditions hereunder at the exclusion of any other one.

1. Our Service

1.1. P&P offers a web interface called EPVALIDATION.NET (under www.epvalidation.net) with a platform for ordering validations of European Patents.

1.2. P&P undertakes all the steps necessary to fulfil the validations requirements in any contracting (and/or associated) state(s) designated in the European Patent(s) and requested by the Principal (that is you, the person ordering any of the services provided by P&P). P&P only deals with translations and administrative procedures related to published patents.

1.3. P&P undertakes:

- to use the services of qualified translators and patent agents/attorneys where the validation is filed by a local legal representative,
- to file the validation documents in the rest of the countries and to use the services of qualified translators (if no translation is provided by the Principal).

The validation is filed by a local legal representative of P&P		The validation is filed by P&P
Albania (AL),	Malta (MT)	Austria (AT),
Bosnia &	Montenegro (ME)	Belgium (BE)
Herzegovina (BA)	Poland (PL)	Denmark (DK)
Bulgaria (BG)	Portugal (PT)	Finland (FI)
Croatia (HR)	Romania (RO)	France (FR)
Cyprus (CY)	San Marino (SM)	Germany (DE)
Czech Republic	Serbia (RS)	Hungary (HU)
(CZ)	Slovak Republic	Iceland (IS)
Estonia (EE)	(SK)	Ireland (IE)
Greece (GR)	Slovenia (SI)	Luxembourg (LU)
Italy (IT)	Spain (ES)	Monaco (MC)
Latvia (LV)	Switzerland &	Netherlands (NL)
Lithuania (LT)	Liechtenstein	Norway (NO)
Macedonia (MK)	(CH+LI)	Sweden (SE)
	Turkey (TR)	United Kingdom (GB)

2. Mandate

2.1. Any instruction given to P&P shall be in writing or through P&P's web interface.

2.2. The Principal shall provide P&P with all the necessary information needed for the instructions to be carried out correctly.

2.3. The Principal undertakes to provide P&P with an **English language version (translation) of the patent description** if the validation is requested in a country where a full translation is required (where the description must be translated to the local language too). This of course is not applicable for the rest of the countries (where no translation is required and where only the claims need to be translated).

2.4. P&P shall only accept instructions for validation and shall only fulfil requests sent through P&P's web interface if the instruction/request is given in a timely manner by the Principal, namely:

- the Principal may only order this service within **60 days** in respect of countries where a full translation is required, and the Principal must provide P&P with the English description described above in section 2.3. within the same time limit,
- for countries where only a claims translation is required, validation may be ordered within **75 days** from the date of the granting publication.

2.5. For any order passed through P&P's web interface, P&P undertakes to send to the Principal an email confirmation and an invoice, and to make "ready to sign" Power of Attorney forms available to be printed from the web interface.

2.6. The agreement between P&P and the Principal is only formed upon the written acceptance (not the acknowledgement of receipt) by P&P of the order of the Principal, at the conditions of P&P.

2.7. All communication should be directed to info@epvalidation.net.

2.8. Correspondence language between the Principal and P&P or the local attorney – regardless of language of the validation request – shall be English.

3. Accomplishment of the Mandate for Applications

3.1. P&P processes the validations after having received the full documentation and the payment indicated in the debit note, provided that the instruction complies with the terms set out in the present 'Business Conditions and Terms of Use'. If the instruction does not comply with the terms set out above and below (e.g. English description is not provided) or the details given by the Principal contain incorrect or erroneous information (e.g. the Principal indicates a smaller number of pages or words than the actual number), P&P shall not process and fulfil any such mandate requests, irrespective of the automatic email confirmation sent about receiving the order.

3.2. Notwithstanding the general rule described in the above 3.1., if you are a legal representative and you as Principal order our service on behalf of a patent owner, P&P will process the validations as soon as possible, without waiting for your payment to arrive, and give instruction to our agents to prepare the validation automatically, provided that you and your firm has no outstanding or overdue payments (apart from the fee of the latest order).

3.3. Official receipt of validation shall be sent directly to the Principal via e-mail and no any costs shall be charged in this regard.

3.4. P&P provide services according to the rules of legal representation and mandate agreements. This is based on the cooperation of the parties. It comes from the nature of this legal relation that P&P is obliged to handle your case professionally and carefully, using the services of specialist agents and translators. You as Principal acknowledge that your instruction to P&P to file patent applications and validations on your behalf does not guarantee the eventual success of your patent application. In case of any application for registration or validation the final decision is made by the authorities therefore P&P has no responsibility in this regard. Whether or not your application is granted is a matter for the patent offices in your chosen countries and is outside of the control of P&P and its agents. The operation of P&P is ruled by the Statute No. XXXII of 1995 on patent attorneys (Hungary).

4. Principal's Commitments and Obligations

4.1. You as Principal undertake to

- (i) promptly answer all questions sent by P&P, including those asked by our agents, translators or associates;
- (ii) promptly return all forms, including signed Power of Attorney forms, to P&P or our nominated Agents or Associates;
- (iii) ensure that the contact person within your organization, identified by the e-mail address, and who instructs P&P has the authority to place such orders and to bind your organization to the payment of the amount as stated in the quote/order, without capped amount;
- (iv) accept our Business Conditions and Terms of Use policies; and
- (v) inform P&P of any change of address and/or of status.

4.2. The Principal shall read and understand the information of procedure provided on the www.epvalidation.net.

4.3. Late filing of Power of Attorney forms may result in additional fees or in loss of rights.

4.4. P&P may not be held responsible for any loss of rights if it has not been kept properly informed about changes which have occurred by the EP application, the patent holder or the Principal.

5. Termination, annulment of the agreement

5.1. The mandate can be revoked and the order can be cancelled by the Principal any time, however, any costs incurred up to that time shall be charged to and paid by the Principal, including the fees of the services already completed. Mandates are processed within a short period of time. There is no possibility for reimbursement of fees once the application is forwarded to the authorities since the mandate is completed and the authorities do not reimburse the official fees.

5.2. P&P reserves the right to refuse or to suspend any mandate requests or terminate any accepted mandates with 15 days notice. Overpayments shall be refunded if any.

6. Quotes and Estimates

6.1. Whilst P&P makes every effort to calculate the costs of filing your patent application correctly in our quotation of estimated costs, we do not guarantee the accuracy of these numbers or any estimate produced on these numbers. Before placing an order you should verify the accuracy of the inputs.

6.2. Quotes and estimates assume that orders will be received in good time before any relevant patent office deadlines. Late orders (such as late filing of Power of Attorneys forms) may require additional late fees, which are not shown in our fee estimates and offers.

6.3. Patent specifications containing tables, formulae or other aspects requiring special formatting may not be accurately calculated in the automated estimate calculations. In these cases you may choose to manually enter the number of words or ask us to help calculate these for you.

6.4. Whilst most parameters of your patent are automatically calculated, some elements such as the number of independent claims or the location of the patent office conducting the international examination cannot be calculated, and hence we apply some assumptions in order to produce your estimate.

6.5. If your patent specification includes sequence listings, surcharges may apply in some countries.

6.6. Estimates for national phase entry do not include renewal fees which may be due at or immediately after filing in some jurisdictions.

7. Fees and Payments

7.1. Our fees are subject to change at any time, without prior notice.

7.2. You as Principal agree to pay us in the currency we indicate on our invoices, in the methods shown.

7.3. You as Principal agree to pay our invoices by the deadlines indicated on our communications. Late payment may require P&P to add additional late fees to the invoices or to refuse to accept your order.

7.4. P&P reserve the right to issue a subsequent invoice if, between the time an order is placed and the time an application enters the national phase, or a European patent is validated, the patent office of the receiving country increases the relevant government fees.

7.5. Whilst P&P try to accommodate urgent and late instructions, late fees may be applied where insufficient time remains to complete a translation or filing before a deadline without applying for an official extension or causing work to be rushed or extra resources employed. Where late fees are needed they will be clearly indicated in your invoices.

7.6. You as Principal agree to sign and to provide with proper signature any required power of attorney documents or other documents and send them to the P&P agents before the relevant due dates. Failure to send these signed documents by the deadlines may result in the agents charging you for the cost of the action of attending to the separate filing of these documents.

8. Debit Notes and Invoices

8.1. After completing an order, you will receive an automatically created invoice. Please note that the fees indicated on the automatic invoice are only referential and the final amount may slightly differ depending on the adequacy of the input data and the automatic calculation. **Please wait for an associate of Pintz & Partners to contact you to verify the fees indicated** (usually within 3 working days) and if necessary, send you an invoice with the correct fees.

8.2. P&P's invoices have to be paid within 15 days from the invoice date by bank card (www.epvalidation.net/payment) or bank transfer to Pintz & Partners LLC's bank account with UniCredit Bank, Budapest, Hungary.

8.3. P&P reserve the right to issue a subsequent invoice if a payment has been made based on the automatic invoice but the fees turn out to be different after inspecting the automatic invoice.

8.4. Payment via Bank Card

You can pay with VISA, VISA Electron, Mastercard (EC/MC), and JCB bank cards. The payment is effected on the secure site of our bank. When submitting a payment on the SSL (Secure Socket Layer) interface you are connected directly to our Bank (K&H). [K&H Bank](#) Hungary is the affiliate of [KBC Bank](#) Belgium. Pintz & Partners LLC does not receive or handle any information relating to your card, our firm receives only a short message about the payment from the bank. The bank has a secure 128-bit encrypting key to protect the communication channel. VeriSign certified K&H bank to use this 128-bit key, based upon which it ensures the application of SSL-based encryption. This encryption method is applied in 90 % of today's global e-commerce. The browser software used by you (Internet Explorer, Firefox etc.) encrypts the cardholder's data before transmission. This means that the information given by you gets to the destination in an encoded form and no unauthorised party is able to interpret or to use it.

If we receive less payment as indicated in the purchase specification and the outstanding amount is not settled, the amount paid will be refunded after deduction of the bank charges.

8.5. Payment via Bank Transfer

The fees indicated on our debit note do not include the remittance fee of your payment. Please note that all of the remittance costs must be paid by you when you place your order. P&P reserves the right to handle any case and to file any application only after having received the total payment. If we receive less payment than indicated in the debit note, the amount shall be refunded automatically after deducting the bank charges. With regards to the experience with previous applications we would like to ask our clients to please make sure that bank transfer costs are not charged to us.

Bank connection details:

Pintz & Partners LLC
Pf. 245, 1444 Budapest, Hungary
UniCredit Bank, Budapest, Hungary
IBAN: HU61-1091-8001-0000-0116-5245-0015
Swift: BACX HUHB

8.6. In case of a delayed payment, an interest of 2% per month may be invoiced by P&P at its discretion.

8.7. In case of no or partial payment within the month of placing the order, P&P will be entitled to cancel immediately all pending orders, close their files and invoice the work that has already been performed.

8.8. Unless specified explicitly otherwise, any order for the services commits the Principal whether the Principal is the beneficiary of the service, the representative or the intermediary.

8.9. If you as Principal have several outstanding debts or overdue payments that have not been settled, any payments made on your behalf will be accounted as offset for the debts that have the oldest expiry date. You as Principal agree that in such cases you are not entitled to choose any other debt that became overdue at a later date and you are not entitled to give us instructions regarding the use of the funds.

9. Default

9.1. Should you fail to make due payment for any services supplied by P&P or commit a breach of any of these terms, or being a natural person commit an act of bankruptcy, or being a corporation by act or omission enables the appointment of an administrator, scheme manager, trustee, official manager, receiver, receiver and manager, liquidator or any other person authorized to enter into possession or assume control of any property pursuant to a mortgage or other security, P&P may, without prejudice to any other rights it may have, do any or all of the following

(i) withdraw any credit facilities which may have been extended to you and require immediate payment of all moneys owing or accrued;

(ii) withhold any further performance of Services required under the accepted order; or

(iii) suspend and/or terminate performance of any Services which P&P has with you.

You shall be liable for all costs associated with the exercise by P&P of its rights under this clause, which shall be repayable on demand.

9.2. In the event that the Principal has not respected its commitments and obligations, the contract can be terminated by P&P eight days after appropriate notice, and without affecting the P&P's right to claim compensation and its claim to late payment interests.

10. Conflicts

10.1. By using Services supplied by P&P and our Agents and Associates to file patent applications and associated papers such as assignments, preliminary amendments and translations, you agree not to assert that a conflict is created which would thereby preclude the Agent or Associate from representing other clients in matters relating to a patent application in the selected countries.

10.2. It is our policy that we refuse to handle cases (partially or totally) where there is a conflict of interest in respect of existing clients of P&P or its Agent or Associate. After filing, you as Principal together with the attorney handling the validation (P&P or its Agent or Associate) will determine whether or not a conflict exists which would preclude the selected attorney from performing substantive legal services for the patent owner in the selected country/state. In the event a conflict exists, P&P or the Agent or Associate will transfer the application file in the relevant country to counsel of the patent owner's selection and payments made in relation to the said state(s) will be refunded.

11. Responsibilities and Limitation of Liability

11.1. P&P does not act either as attorneys or legal consultants in respect of the countries where the validation is not filed by P&P directly but through a local attorney. In respect of these countries the responsibility of P&P is limited to selecting a local legal representative who is qualified to represent the

patent owner in a professional manner. As regards to translations, the responsibility of P&P is limited to selecting a qualified translator who has the necessary skills and knowledge to translate from and into the relevant technical language.

11.2. P&P (and the local attorneys) do not check the translations provided by the Principal, the Principal and the translator is responsible for the translation. Nevertheless if compliance with national validation formalities requires significant additional workload (e. g. editing or remaking the drawings, charts or formulas), costs of this professional attorney's work shall be charged to the Principal. Similarly, if the Principal indicates erroneously the number of words and/or omit the number of words in drawings, charts or formulas, the costs calculated in relation with translation of these words shall be charged to the Principal. Settlement of this payment shall be effectuated either according to the invoice sent by P&P or local attorney representing the Principal in the validation procedure, or via paygate system of P&P under www.epvalidation.net/payment. If the initial instruction of the Principal does not comply with the terms set out in the present 'Business Conditions and Terms of Use' above and below (e.g. English description is not provided) or the details given by the Principal contain incorrect or erroneous information (e.g. the Principal indicates a smaller number of pages or words than the actual number), and P&P starts to process and fulfil any such mandate requests, P&P shall not be liable for not being able to complete the validation filing and P&P shall not be liable for the additional costs and any potential loss of rights or damages on the side of the Principal or the patent owner.

11.3. The Principal will never engage the liability of an individual acting or signing on behalf of P&P.

11.4. Except in the case of fraud imputable to P&P, the responsibility for possible damages suffered by the Principal in particular in the event of loss of an Industrial Property Right, for which P&P could be directly or indirectly involved, will not exceed the figure of one hundred thousand Euros, even in the event of serious fault by P&P.

11.5. To the maximum extent permitted by applicable law, P&P and its subsidiaries, affiliates, officers, employees, agents, partners, associates and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from

(i) your access to or use of or inability to access or use the services except in the case of gross negligence or fraud on the part of P&P;

(ii) any content obtained from the services; and

(iii) unauthorized access, use or alteration of your transmissions or content,

whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not P&P has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

11.6. You as Principal agree to indemnify and hold harmless P&P and our Agents and Associates against all claims, liabilities, damages, losses, costs and expenses, including legal fees, suffered by P&P and arising out of any breach by you of these terms or any other liabilities arising out of your use of this website, or the use by any other person accessing this website using your computer equipment or internet access account or your infringement of the intellectual property rights or other proprietary rights of any third party.

11.7. The content of the pages of this website is for your general information and use only. It is subject to change without notice.

11.8. P&P reserve the right to restrict or prevent your access to these services and/or this website at our sole discretion.

11.9. The services that P&P provide are always evolving and the form and nature of the services that P&P provide may change from time to time without prior notice to you (the Principal). In addition, P&P may stop (permanently or temporarily) providing these services (or any features within these services) to you or to users generally and may not be able to provide you with prior notice. P&P also retain the right to create limits on use at our sole discretion at any time without prior notice to you.

12. Disclaimer

12.1. All information contained within this website is provided for general information purposes only and on the understanding that none of the content herein constitutes legal or other professional advice. The application and impact of laws can vary widely depending on the specific facts involved. In the case of a specific problem or query, professional advice should be sought.

12.2. P&P has made every attempt to ensure that all information contained within this website has been obtained from reliable sources, but all such information is provided "as is", with no guarantee of completeness or accuracy. Neither P&P nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and P&P expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Under no circumstances will P&P be liable in any way for any information, including, but not limited to, any errors or omissions in any information, or any loss or damage of any kind incurred as a result of the use of any information posted, emailed, transmitted or otherwise made available via the services.

12.3. Your access to and use of these services or any information is at your own risk. You understand and agree that the services of P&P are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, P&P DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. P&P will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any information. You also agree that P&P has no responsibility or liability for the deletion of, or the failure to store or to transmit, any information and other communications maintained by the Services. We make no warranty that the services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

12.4. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that P&P endorse the website(s). We have no responsibility for the content of the linked website(s).

13. Waiver and Severability

The failure of P&P to enforce any right or provision of these terms will not be deemed a waiver of such right or provision. In the event that any provision of these terms is held to be invalid or unenforceable, the remaining provisions of these terms will remain in full force and effect.

14. Privacy

14.1. Any information that you provide to P&P is subject to P&P's privacy policy, which governs our collection and use of your information. You understand that through your use of the services you consent to the collection and use of this information, including the transfer of this information to Agents and Associates of P&P and/or other countries for storage, processing and use by P&P.

14.2. P&P acknowledges that the information you provide may be confidential. P&P will maintain the confidentiality thereof and protect your information in accordance with P&P's standard procedures and all applicable laws.

14.3. Personal information e.g. name, address and e-mail address provided by you will only be used and given to any third party in connection with fulfilling your request of the application or the respective service and for the purpose of executing your instructions. You agree that P&P may store and use the data you provide for use in maintaining and billing fees to your account.

14.4. As part of providing you the services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the services and your P&P account, which you may not be able to opt-out from receiving.

14.5. P&P does everything to keep your information accurate and up to date. Please assist us to comply with this practice by ensuring that you inform us of any changes to your data. You agree to provide accurate and complete information when you use the services of P&P or establish an account with P&P, and you agree to update your contact details and order specifications to keep it accurate and complete.

14.6. We use cookies only for the purpose of offering you higher quality of service. Cookies are used for saving data for further applications, if you choose so at the forms.

15: Applicable law and jurisdictions

15.1. Any claim based on P&P's services will be governed by Hungarian law only.

15.2. Any disputes between the parties arising from the performance of the provisions of these Terms must be settled through friendly consultation by the parties.

15.3. The following Hungarian courts are exclusively competent to hear and determine any dispute relating to the relations between P&P and the Principal: Budai Központi Kerületi Bíróság, Fejér Megyei Bíróság.

We may revise these terms and conditions from time to time; the most current version will always be at www.epvalidation.net . You should check this page regularly to ensure that you are informed of any changes. By continuing to access or use the services after those revisions become effective, you agree to be bound by the revised terms.

Effective: Jan 22nd, 2018

In case you feel that your matter is not treated appropriately, please turn directly to the office head / managing director. We thoroughly investigate any complaint.