



Last updated 26 January 2021

We're super-excited that you've decided to sign up to our Trade Mark Portfolio Subscription - but as with any great relationship, it's important to set some boundaries. This is the Acceptable Use Policy for your Subscription – its purpose is to ensure that you use the services under the Subscription in a fair and reasonable manner.

We may occasionally make some changes to this Policy, but when we do, we'll let you know and give you a copy of the updated Policy. You can also check this page for updates at any time.

The Subscription

Our Trade Mark Portfolio Subscription is designed to provide certainty, simplicity and transparency for you in the handling of your trade mark portfolio. As part of this, we agree to provide a certain level of service over the Subscription period for a fixed fee. This is based on our undertaking a certain level of work in relation to each mark in your portfolio over the Subscription period. We fully expect you to use and get full value out of the service, but we do need the ability to say 'stop' if things get a little too crazy.

The Fair Use Restrictions

We therefore ask that you agree to use the Subscription services in a 'fair and reasonable manner'. This means that you must not:

- Use or request that we carry out our services under the Subscription in a way that breaches any legislation or any licence agreements or terms which apply to you or the trade mark, you or in any way that is in any way unlawful or fraudulent.
- Instruct us to perform a level of work under the Subscription which, either in its volume or its regularity, is significantly outside the typical level of work for your size and type of business and portfolio.
- Repeatedly instruct us to file applications against our advice, or in a way which materially increases the risk of objection, except where you have reasonable grounds for doing so.
- Repeatedly instruct us to file applications which you later withdraw without reasonable grounds for doing so.

Breaching the Restrictions

If we notice any of these Restrictions are being breached, we'll raise the matter with you straight away, to understand why the issue has arisen and if there is a solution which works for everyone. However, if we can't put things right, we reserve the right to terminate your Subscription where any of the Restrictions have been materially breached, and to charge you at our [Standard Rates](#) for work which you instruct us to carry out in breach of the Restrictions.

Subscription Tiers



Trade Mark Portfolio Subscription Acceptable Use Policy

Our Subscriptions Tiers are based on the number of trade marks¹ in your portfolio. If the total number of trade marks in your portfolio increases above the total number of trade marks permitted in your current Tier – because you file additional applications, for example, or acquire additional trade marks in an asset purchase – you agree that we will move you up to the next Tier. Before doing so, we'll let you know, and if you're happy to continue in the higher Tier, we will confirm this with you in writing, and invoice you for the additional fee for that Tier, adjusted pro rata for the remainder of the current Subscription period.

If you don't want to pay the additional Tier fees, you can either remove some trade marks from the portfolio which we manage for you to remain within your original Tier, agree to pay our normal rates in relation to the additional trade marks, or terminate your Subscription by giving us 30 days' written notice. Unfortunately, we will be unable to offer you a refund of the subscription fee, but we will do our best to reach an alternative arrangement with you that allows us to continue our relationship. If, despite all our best efforts, we cannot reach an agreement and ultimately you decide to move your portfolio, we will ensure a smooth transfer and do all we can to assist in that process. As Tennyson said - 'tis better to have loved and lost, than never to have loved at all.

How this Policy applies

This Policy forms a part of, and is subject to, your Trade Mark Portfolio Subscription agreement with us. Where any other part of that agreement conflicts with this Policy, the agreement terms will apply instead of this Policy.

It's good to talk

If at any time you have any concerns or questions about this Policy, or how we apply it, just let us know. If you're really unhappy, please contact our Head of IP, [Laura West](#), or our CEO, [Alice Stephenson](#), and we'll do our best to get things straightened out as soon as possible.

¹ When we use the term 'trade mark' here, we mean either a registered trade mark, or a filed application for a registered trade mark.