

* Signature preceded by "Read and approved":

TERMS AND CONDITIONS APPLICABLE TO CUSTOMER ACCOUNTS FOR THE PAYMENT OF PROCEDURAL AND SERVICE FEES, to take effect on 18th October 2018

■ 1 - DEFINITIONS

Customer Account: prepaid account held with the INPI's Accounts Department to pay procedural and service fees.

Accounts Department: INPI department in charge of processing payment and recovery orders and cash transactions.

Major Account: entity whose financial transactions in relation to the activity concerned exceed 50 transactions per year.

Customer account recharging methods: payment methods available to customers through their banks or the INPI to recharge the Customer Account.

Recharging of Customer Account: action carried out by the INPI's Accounts Department to credit the Customer Account with deposits made by the customer for that purpose.

■ 2 - PURPOSE OF CUSTOMER ACCOUNT

The sole purpose of the Customer Account is to offer a means of payment in addition to those authorised by the ministerial order of 10th June 2015 amending the ministerial order of 24th April 2008 relating to procedural fees paid to the French Patent and Trademark Office (INPI).

It is used to pay procedural and service fees to the INPI. It is not a bank account nor is it an authorisation for the use of dematerialised procedures.

The Customer Account is operated according to the terms and conditions set out below.

■ 3 - OPENING OF CUSTOMER ACCOUNT

3-1 - Account holder

Any person or entity with a legal personality can open a Customer Account. In principle, only one account can be opened per person or entity.

However, exceptionally and upon reasoned request, the INPI may accept the existence of several customer accounts for its Major Accounts.

3-2 Account opening request

To open a customer account, the "Request to open a customer account" form must be sent to the INPI after being duly completed and signed, accompanied by the following documents:

- Proof of identity:
 - *For legal entities:* a copy of a company registration document (for example, trade register certificate, articles of association, a copy of the official publication showing the company's registration) and its translation when the document is not in French;
 - *For private individuals:* a copy of proof of civil status (for example, a copy of the person's national ID, resident's visa or passport) and its translation when the document is not in French;
- Bank ID: Bank's IBAN or, for customers residing abroad, any other proof of bank details;
- An initial deposit (cheque or copy of bank giro transfer) of a minimum amount of five hundred euros (€500);
- A copy of these terms and conditions initialled and signed.

The completed application must be sent to the postal or email address stipulated in section 7.

If the documentary proof provided is insufficient or incomplete, the INPI may request additional documents before opening the Customer Account.

3-3 Confirmation of opening of account and sending of password

On reception of the completed application, the INPI sends confirmation of opening of the Customer Account to the e-mail address mentioned in the form or by registered mail with recorded delivery (the request to send the confirmation by registered mail must be expressly specified by the account holder when transmitting the form).

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15 rue des Minimes – CS 50001
92677 COURBEVOIE Cedex

Tél +33 (0)1 56 65 89 98

Fax +33 (0)1 56 65 86 00
www.inpi.fr – contact@inpi.fr

Établissement public national
créé par la loi n°51-444 du 19 avril 1951

The letter contains the Customer Account number, the password for the account and the address providing access to the Extranet application at which the account can be consulted.

The password sent is also the user password for on-line payments on the INPI's website.

The account holder has **sole responsibility** for transferring the above information to any person authorised to carry out transactions via the account or to monitor the status of the account.

The list of authorisations provided on the account opening application form identifies the person(s) authorised by the holder of the Customer Account to carry out the following:

- Withdrawals relating to INPI formalities and services;
- Requests for corrections and accounting information;
- Requests for funds to be transferred to the bank account of the Customer Account holder.

The list of authorisations must include the identity of the private individual who is the holder of the Customer Account or the account holder's legal representative in the case of a legal entity.

■ 4 - HOW THE CUSTOMER ACCOUNT OPERATES

4-1 General operation

4-1-1 General Principles

The Customer Account is held in euros.

The Customer Account number **must necessarily** be provided for each transaction and in all related correspondence. If the number is not provided, the operation will not be carried out.

4-1-2 Extranet Consultation Service

The Extranet Consultation Service enables the customer to monitor their Customer Account in real time.

Duplicates of payment receipts and monthly transaction statements are available in the application.

In line with common practice, the Customer Account holder has three (3) calendar months to dispute the monthly statement. The three-month period starts on the last day of the month for which the statement has been established. If no notification is made during this period, the transactions recorded in the Customer Account are approved.

4-1-3 Updating of Customer Account

The account holder or any person included in the list of authorisations must inform the INPI's Accounts Department of any updates required for the correct operation of the Customer Account (change of address, name, list of authorisations, bank details, or any other necessary data).

All the above information, together with the necessary documentary proof, must be sent in writing to the postal or email address indicated in section 7.

4-1-4 Correction of an account entry

In the case of an incident and, in particular, a charging error, the holder authorises the INPI to correct any erroneous entries.

4-2 Financial operation

4-2-1 Formalities for recharging the Customer Account

The account is recharged in euros.

A minimum initial amount of five hundred euros (€500) is required. However, there is no obligation to subsequently maintain a minimum balance of five hundred euros (€500) in the Customer Account.

The Customer Account holder is responsible for ensuring that there are sufficient reserves in the account to meet all payment requests.

The Customer Account can be recharged in the following ways:

- By cheque made out to the INPI's accountant (Agent comptable) (credited to the account as soon as it is received by the Accounts Department);
- By bank transfer to the INPI's account (bank details on request at contact@inpi.fr) (**credited at the earliest on the first working day following mention of the transfer to the INPI's bank account on reception by the INPI of its bank statement**).

Attention is drawn to the time lapse between the date on which the account is recharged and the date on which the Customer Account is effectively credited. This time lapse may make it impossible to use dematerialised procedures and other payment requests.

Payments made by bank transfer in a different currency are converted into euros according to the official currency exchange rate in force at the time of transfer. Payment by cheque from a foreign account will be refused.

All bank charges relating to the transfer of funds into the INPI's bank account will be paid by the Customer Account holder.

4-2-2 Fee payment formalities

Standing orders do not apply to Customer Accounts held with the INPI's Accounts Department.

Payment requests, to be sent in printed form, fax or email, must:

- Be sent by one of the authorised persons;
- Include the Customer Account number;
- Include all the data required to identify the subject of the payment (No. of dossier concerned, subject and details of payment, IP right reference number, etc.). Failing this, the holder's payment requests may be rejected with subsequent loss of the holder's industrial property rights (non-respect of payment deadline);
- The family name, given name and signature of the authorised person.

If there is a problem concerning the subject or the amount to be debited, the customer will be notified. If the problem is not rectified, no services will be provided.

If the Customer Account contains insufficient funds, the payment request will not be processed.

The date of effect of the fees will correspond to the date on which the problem was rectified. The rules applicable to payment deadlines set out in the French Intellectual Property Code may lead to the application of a fee for late payment or loss of rights.

■ 5 - CLOSURE OF CUSTOMER ACCOUNT

5-1 Closure at the customer's initiative

The Customer Account can be closed at the written request of the holder or, where applicable, their successors in title (section 1122 of the French civil code).

Request for closure must be sent to the INPI at the postal or email address indicated in section 7, together with a RIB or bank details for customers not domiciled in France, in the name of the Customer Account holder if the information has changed.

5-2 Closure at the INPI's initiative

The INPI's accountant reserves the right to close any inactive Customer Accounts, that is, which have not recorded any transaction for a period of 24 consecutive months.

In this case, the INPI will send the customer notification by registered letter with recorded delivery informing the customer of its intention to close the account. Failing a response or a request to do otherwise on the part of the customer within a period of one (1) month, the Customer Account will be closed by the INPI. Closure will be notified to the customer by registered letter with recorded delivery.

If the Customer Account shows a positive balance, the corresponding amount will be paid into the bank

account indicated by the account holder at the time the Customer Account was opened.

If it is impossible to refund the balance on closure of the Customer Account, the INPI will send the customer notification by registered letter with recorded delivery informing the customer of the need to provide valid bank details for the balance to be refunded.

If the INPI has not received the information within a period of four (4) years from the date of reception of the notification and is therefore unable to proceed with the said refund, the unclaimed funds will be kept by the INPI.

Notwithstanding the previous subsection, if the Customer Account shows a balance less than or equal to eight euros (€8), the INPI will keep the unclaimed funds on expiration of a period of three (3) months from reception of the above-mentioned notification.

■ 6 - CHANGES IN TERMS AND CONDITIONS OF USE

The INPI reserves the right to amend these Terms and Conditions of Use for Customer Accounts at any time. The new terms and conditions will be applicable as soon as they are published on-line on the INPI's website.

■ 7 - CORRESPONDENCE AND COMMUNICATION

7-1 Sending information to the INPI

The Customer Account holder must ensure that the INPI is notified of any changes in their correspondence data (postal and email address, identity of persons, etc.) as soon as possible.

If the data is not updated, the INPI may not be held liable for incorrect addressing of notifications and other information.

All communication sent to the INPI must include the Customer Account number concerned or it may not be processed.

All correspondence must be made exclusively by post or email to the following addresses:

- By post:
Institut National de la Propriété Industrielle
Agence comptable
15 rue des Minimes
CS 50001
92677 Courbevoie Cedex
France
- By email:
ACCaisse@inpi.fr

7-2 Communication sent by the INPI

When the Customer Account holder is a private individual, notifications are sent to the account holder indicated in the account opening form.

When the Customer Account holder is a legal entity, notifications are sent to the address of the recipient indicated in the account opening form.

The following are sent by registered letter with recorded delivery:

- Notifications containing information to debit or credit the Customer Account, such as the account number, the password sent by the INPI when the account is opened or if the password has been lost;
- Notifications relating to closure of the Customer Account;
- Notifications informing the Customer of the need to provide bank ID in order to refund the balance on closure of the Customer Account.

More general information such as the following is sent to the email address indicated in the account opening form:

- Information concerning updating of the terms and conditions;
- Information relating to the updating of passwords.

■ 8 - PROTECTION OF PERSONAL DATA

The CEO of the INPI processes personal data in order to set up a Customer Account for the sole purpose of payment, by the customer, of procedural and service fees to the INPI; this is in addition to the other accepted methods of payment (articles L. 411-2 CPI ; art. R. 411-17 CPI and art. R. 411-18 CPI of the Intellectual Property Code).

The data is collected in pursuance of act No. 78-17 of 6th January 1978 relating to Information Technology, Data Files and Civil Liberties and EU regulation No. 2016/679 on the protection of natural persons with regard to the processing of personal data.

The data collected includes the family name, given name, address, phone number, email address and capacity and, for the Customer Account holder, a copy of an identity document and bank details.

The data is used by the employees of the INPI's Accounts Department to carry out their respective tasks. It is saved on the INPI's secure servers. It is kept for five years after closure of the account, in order to satisfy the INPI's regulatory obligations.

Private individuals can exercise their right to access and amend their personal data by applying to the INPI's accountant (Agent comptable):

- By postal mail to the following address:
Institut National de la Propriété Industrielle
Agence comptable
15 rue des Minimes
CS 50001
92677 Courbevoie Cedex
France
- By email: ACCaisse@inpi.fr

For all additional information, email: contact@inpi.fr or
+33 (0)1 56 65 89 98
(price of a local call)

■ 9 - APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Use are governed by the laws of France.

Any dispute as to the interpretation or performance of these Terms and Conditions of Use will be submitted to the relevant administrative jurisdictions.

The account holder or representative thereof declares they have read and understood the applicable conditions and accept them unreservedly.

Place

Date

Family name(s)/Given name(s)

Signature(s) preceded by "Read and approved"