

## INTELLECTUAL PROPERTY RIGHTS POLICY

### 1. Objective

- 1.1 This INTELLECTUAL PROPERTY RIGHTS POLICY (“IP Policy”) sets out the manner in which THE GOOD URTH COMPANY LIMITED, a company registered in accordance with the laws of England and Wales under Registration No. 07826852 and having its registered office at 125 Chertsey Road, Twickenham TW1 1ER, United Kingdom (hereinafter referred to as the, “Company”) treats and protects its Intellectual Property, deals with the Intellectual Property of Sellers and Buyers Using the Website and responds or deals with claims of any violation, misuse or infringement of any Intellectual Property belonging to or owned by and/ or licensed to Third Parties (“You”).

### 2. DEFINITIONS & INTERPRETATION

- 2.1 ‘Buyer’ means and refers to a Person shows an interest in or in purchasing a Product advertised and offered for sale on the Website and communicates such interest to the Company and/ or the Seller by placing an order or by contacting the Seller by using the tools provided on the Website;
- 2.2 ‘Buyer’s Content’ mean the comments, feedback and review in relation to Services or Sellers that Buyers may post on the Website and will include, without limitation, photographs, images, graphics and videos;
- 2.3 ‘Content’ means all content, whether literary, audio, video, pictorial, artistic, graphic or in any other format, that is posted, uploaded or published on the Website by the Company and unless expressly stated to the contrary would include Seller’s Content and Buyer’s Content;
- 2.4 ‘Intellectual Property’ means all Intellectual Property, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights and related rights, database rights, moral rights, topography rights, rights in databases, software rights (including without limitation rights to its object code and source code), trade secrets and know-how, in all cases whether or not registered or which potentially can be registered and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
- 2.5 ‘Listings’ means description and particulars of a Product, including its Price and other costs, offered on the Website for sale by a Seller;

- 2.6 **'Person'** means an individual, an association or group of individuals having legal recognition in the country of its origin, whether registered or not, a partnership firm, a company or any other body corporate;
- 2.7 **'Product'** means an item or article advertised or offered for sale on the Website by the Seller and available on the Website for viewing and/ or purchase;
- 2.8 **'Rights Owner'** means and refers to a Third Party who owns rights in any Intellectual Property displayed, posted, uploaded or otherwise used on the Website;
- 2.9 **'Seller'** means and refers to the Person who has entered into an agreement with the Company for making Use of the Website and Services (**'Seller Agreement'**);
- 2.10 **'Seller's Content'** means the materials and content uploaded, posted or published by Sellers on the Website for the purpose of advertising and offering for sale or selling its Products and includes, without limitation, Seller Profile, Listings, images, graphics, photographs, articles, write-ups, comments, contact details and such other information that the Seller may deem it fit to include;
- 2.11 **'Seller Profile'** means the profile describing the Seller and/ or its Products which is created by the Seller on the dedicated space granted to it on the Website and which is displayed for viewing by visitors to the Website;
- 2.12 **'Services'** mean the facilities offered by the Company on the Website to Sellers and Buyers as fully described in the agreement entered into by Sellers with the Company and the Terms of Use of the Website applicable to Buyers;
- 2.13 **'Third Party'** means and refers to a Person not being the Company, a Seller or a Buyer;
- 2.14 **'Use'** or **'Using'** with respect to Buyers means the act of accessing and using the Website for the purpose of viewing and/ or purchasing Products or to avail of any of the other Services that may be available to Buyers on the Website;
- 2.15 **'Use'** or **'Using'** with respect to Sellers means the act of accessing and using the Website for the purpose of uploading, posting, publishing, advertising or offering for sale any Product; posting Seller's Content on the Website; contacting and communicating with the Buyers through the Website; concluding transactions of sale in respect of the Product through the Website and availing other Services offered on the Website under or pursuant to this Agreement;
- 2.16 **'Website'** means the website hosted, operated and maintained by the Company at the unique resource locator [www.designerstown.com](http://www.designerstown.com) or any

other designated unique resource locator, including but not limited to “designerstown.co.uk”, “designerstown.eu”, “designerstown.co.in” and “designerstown.in”, as determined by the Company from time to time where Services shall be provided;

### **3. Intellectual Property owned by the Company**

- 3.1 The Company is the sole owner of all Intellectual Property rights related to or embodied in or comprised in the Website and its Content, including but not limited to the Website’s look and feel, design, layout, colour combination, text, arrangement of text, images, graphics, compilation of materials on the Website, audio, video, audio-visual materials, pictures, photographs, codes, etc. The Content once posted or displayed on the Website by Use of Website shall become part of intellectual property of the Website.
- 3.2 The Company is the lawful proprietor of the trade marks and trade names “THE GOOD URTH”, DESIGNERS TOWN, “designerstown”, along with any related logos or icons, and domain names “designerstown.com”, “designerstown.co.uk”, “designerstown.eu”, “designerstown.co.in” and “designerstown.in”.
- 3.3 By entering into the Seller Agreement, the Sellers are deemed to have granted a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free licence to the Company of all its copyrights in Seller’s Content. Further, by Use of Website, the Sellers are deemed to have waived any copyrights and other intellectual property rights in the Seller’s Content as against the Company in perpetuity. The treatment of Intellectual Property owned by the Company and Sellers, respectively, and the terms and conditions of use of such Intellectual Property as well as the rights and obligations of each party with respect to its own or the other’s Intellectual Property, are governed by the Seller Agreement.
- 3.4 By agreeing to Terms of Use or by Using the Website, Buyers are deemed to have granted their unqualified license, consent, authorization and permission to the Company to retain in its records or database, copy, share, distribute, transmit, display, reproduce, edit, translate and reformat the Buyer’s Content. The treatment of Intellectual Property owned by the Company and Buyers, respectively, and the terms and conditions of use of such Intellectual Property as well as the rights and obligations of each party with respect to its own or the other’s Intellectual Property, are governed by the Terms of Use of the Website applicable to Buyers.
- 3.5 The Content, excluding Seller’s Content and Buyer’s Content, is and for all times to come shall remain the exclusive intellectual property of the Company.
- 3.6 The Company values its Intellectual Property dearly and zealously protects it against any misuse, unauthorised use, misappropriation violation or

infringement. The Company shall not hesitate to take appropriate action, including initiating civil and criminal legal proceedings, as may be available to it in law, against any Person who in any manner misuses, violates or infringes or threatens to misuse, violate or infringe the Intellectual Property owned by the Company in any part of the world.

#### **4. Third Party's (Your) Intellectual Property Rights**

- 4.1 The Company makes all reasonable efforts to ensure that the Content displayed or published on the Website has been displayed, published or submitted for display or publishing on the Website by Persons who own the rights in the Intellectual Property embodied and comprised in such content or has been procured with all necessary license and consent of owners of Intellectual Property rights in such content.
- 4.2 Notwithstanding Clause 4.1, due to the nature of Services provided by the Company on the Website and the extent of Use of Website permitted to Sellers and Buyers, under the Seller Agreement and the Terms of Use, respectively, it is not possible for the Company to verify and ensure that no Third Party's Intellectual Property rights are violated or infringed by Sellers' Content or Buyer's Content. Therefore, despite the Company making it obligatory upon Sellers and Buyers to ensure that none of their activities performed on the Website result in violation or infringement of Third Party's Intellectual Property rights, the Company is not in a position to guarantee that no such rights will ever be violated or infringed. However, the Company has devised a well defined policy to deal with such instances of violation or infringement, should they occur, which policy is described herein below for your use and benefit.

#### **5. Notice of Infringement**

- 5.1 If You are a Rights Owner and believe that any Content, or any part thereof, violates or infringes your rights in any Intellectual Property, you may bring the instance of such violation or infringement to the notice of the Company by serving the Company with a valid Notice of Infringement.
- 5.2 To be valid, a Notice of Infringement should contain the following information:
  - 5.2.1 Your name, postal address, email address, telephone number, facsimile number and any other contact details that you may wish to provide;
  - 5.2.2 A letter of authorisation in your favour if you are not the Rights Owner but are acting on behalf of a Rights Owner. Such letter of authorisation should contain the information required in Clause 5.2.2 both for the Rights Owner as well as for you;

- 5.2.3 Clause 5.2.2 shall also be applicable to all such Persons who are Rights Owners but not individuals.
- 5.2.4 A detailed description/ identification of the Rights Owner's Intellectual Property, the rights held by the Rights Owner in such Intellectual Property, the offending Content, the nature and extent of violation or infringement alleged by such offending Content, the Person who in Your view is responsible for such violation or infringement and the relief sought by the Rights Owner to cure such violation or infringement;
- 5.2.5 Consenting to the Company disclosing the contents of the Notice of Infringement or sharing the Notice of Infringement with the Person responsible for the violation or infringement alleged in the Notice of Infringement;
- 5.2.6 The Notice of Infringement containing the above particulars and information should be sent to the Company at the following address by post or by email:

The Good Urth Company Limited, 125 Chertsey Road, Twickenham TW1 1ER, United Kingdom.

customerservices@designerstown.com

5.3 On receiving a Valid Notice of Infringement, the Company shall:

- 5.3.1 Contact the Buyer or Seller responsible for committing the alleged violation or infringement and seek a detailed response from such Buyer or Seller with regards to the allegations made in the Notice of Infringement. Since this step will involve disclosure of the contents of the Notice of Infringement served by you or sharing of the said Notice of Infringement, you acknowledge that the Company may not be able to assist you or the Rights Owner in any manner unless it has your permission to disclose or share the contents of the Notice of Infringement as contemplated herein;
- 5.3.2 Evaluate the response received from the concerned Buyer or Seller and if in the Company's judgment Your allegations seem to be justified, remove or hide or block the offending Content from the Website under intimation to you;
- 5.3.3 In the event that no response is received by the Company from the concerned Buyer or Seller within a period of fifteen (15) days of the Company seeking a response to the Notice of Infringement, the Company shall of its own accord remove or hide or block the offending Content pending the receipt of response from the concerned Buyer or Seller. However, if on subsequent receipt of response contemplated above, the Company comes to the conclusion that none of the Intellectual Property

rights have been violated or infringed, the Company may republish the alleged offending Content on the Website;

5.3.4 Nothing stated in this Policy shall affect the legal rights and remedies a Rights Owner may have in law against the Person responsible for violating or infringing any of its Intellectual Property rights. However, since the Company merely acts as a host for the content made available on the Website, the Company shall not be liable for any such violation or infringement merely due to the alleged offending Content having been posted, published or displayed on the Website.

5.3.5 The Company's liability as a host to the Content is discharged upon the performance of Clauses 5.3.1, 5.3.2 and 5.3.3 pursuant to Article 14 of the Directive of the European Parliament and of the Council 2000/31/EC and incorporated under the laws of England and Wales as Section 19 of the Electronic Commerce (EC Directive) Regulations 2002.

5.3.6 In case, you are not sure whether any Content on the Website actually violates or infringes your Intellectual Property rights, you may first obtain necessary legal advice before issuing a Notice of Infringement to the Company. The Company shall not be liable in any manner for any consequences that You or the Rights Owner may be exposed to in law on account of serving the Company with an unwarranted Notice of Infringement.

## **6. Contact Details**

Should you have any doubts or queries regarding this Policy, you may contact the Company by postal mail or email at the addresses given in Clause 5.2.6 above.