

**PARTICULAR CONDITIONS OF USE AND CONTRACTING OF THE
ADVERTISEMENT SERVICE OF www.domimark.com**

1. General Contracting Conditions

1.1. The purpose of the present document is to establish the Particular Use and Online Contracting Conditions of the ADVERTISEMENT Service (hereinafter the Service) offered by GRUPO ISJA, S.L., in the website www.domimark.com

1.2. GRUPO ISJA, S.L., is a commercial company constituted conforming to the Spanish legislation, has its social site in Barcelona, Juan Sebastián Bach 11, E - 08036, is owner of the Fiscal Identification Number B61791877 and recorded at the Register Of Commerce of Barcelona, Tomo 31481, folio 74, hoja B-189568.

1.3. The utilization and contracting of the Service means the adherence, knowledge and explicit acceptance by the Advertiser of the present Particular Conditions of Use as well as the General Conditions of Use of www.domimark.com, constituting both documents the General Contracting Conditions that will govern the relation formed between the Advertiser and GRUPO ISJA, S.L.

2. Description of the Service

2.1. The Service consists in the insertion of Advertisements of sale of trademarks and/or domains in the website owned by GRUPO ISJA, S.L., www.domimark.com.

2.2. The Service offered by GRUPO ISJA, S.L., is therefore unique, and is based on the consent in placing the Advertiser's Advertisement in the website www.domimark.com.

3. Procedure of Service Contracting

In order to initiate the procedure of service contracting, the Advertiser will have to fill in the form he will find in the website www.domimark.com, entering the data according to Point 4.

4. Rules for Publication of the Advertisements

Generally speaking, the publication of advertisements in www.domimark.com will be subject to the following rules:

4.1. Completing each of the fields in the contracting form of the Advertisement

4.2. Additionally to the general fields, a series of specific fields is foreseen for the insertion of Advertisements of trademark sales:

- indicate name of the trademark
- indicate class of the trademark
- indicate number of the trademark and organism, authority or office in which it is registered
- indicate granting date of the trademark
- indicate validity period of the trademark
- indicate the classes in which it has been registered

5. Limitation of the Responsibility

5.1. The Advertiser recognizes and accepts that GRUPO ISJA, S.L., is not responsible for the insertion of Advertisements in www.domimark.com, since GRUPO ISJA, S.L. neither controls nor checks nor verifies the correction of the data entered in the advertisements inserted by the Advertiser.

5.2. In no case, GRUPO ISJA, S.L. will be responsible for any kind of damage, may it be effective, indirect or of any other kind, nor for the cessation of gain that may have been suffered by the Advertiser due to the lack of punctual and/or correct publication of any Advertisement.

5.3. GRUPO ISJA, S.L., will not be responsible for the delays, erroneous publication nor for the lack of publication of the advertisement that are consequence of facts or circumstances that are beyond its control and cases of force majeure.

6. Declarations and guarantees of the Advertiser. Indemnities.

6.1. The insertion of Advertisements in the portal is realized in consideration of the present declarations and guarantees effected by the Advertiser

i) whereas the Advertiser has the right to publish the contents of the Advertisement, without thereby infringing the Law and any thirds' right, including industrial and intellectual property rights. It will be the responsibility of the Advertiser to obtain all authorizations, public or private, and to settle all payments for using the industrial and intellectual property rights contained in the Advertisement. The Advertiser declares to know that GRUPO ISJA, S.L., has accepted realizing the insertion of the Advertisement on the basis of the present declaration and guarantee.

ii) whereas the Advertiser as well as the contents of the Advertisement fulfill the valid rules on advertisement, including the one realized by electronic and online media, as well as any other applicable rule, and, especially, the one regarding telecommunications, protection of consumers and users, right to honor, to intimacy and to one's own image.

iii) whereas the inclusion of the Advertisement in the website www.domimark.com does not signify the unfulfillment nor infringement of any legal and/or contractual obligation by the Advertiser with third persons.

iv) whereas the Advertiser will be the only one responsible opposite to the Users of www.domimark.com and third persons for the text and information contained in the Advertisement. Therefore, in a declarative and in no case limitative way, GRUPO ISJA, S.L. will not be responsible, neither directly, nor indirectly nor subsidiarily, for the damages of any nature that may be derived for the users of www.domimark.com and/or third persons from the lack of truthfulness, exactness and/or authenticity, legality of the data or informations contained in the inserted Advertisement.

v) whereas the Advertiser recognizes and accepts that any contractual or extracontractual relation which, eventually, he may formalize with users of www.domimark.com or third persons contacted through www.domimark.com, will be understood as realized only and exclusively between the Advertiser and the User of www.domimark.com and/or the third person. Consequently, the Advertiser accepts that GRUPO ISJA, S.L., does not hold any kind of responsibility, neither direct nor indirect nor subsidiary, for the damages of any nature caused to the Users of www.domimark.com and/or third persons due to the negotiations, conversations and/or contractual or extracontractual relations the same may formalize with the Advertiser.

vi) In any case the Advertiser accepts to indemnify GRUPO ISJA, S.L., immediately when this may be requested from him, for all fees, costs, prejudices and losses of any kind (including honoraries of lawyers and barristers, even if their intervention not be mandatory) incurred by GRUPO ISJA, S.L., as a consequence of any effective or imminent claim, of any type, regarding the publication or communication to the public of the Advertisement or of its contents, including the ones based on infringement of industrial or intellectual property rights, slander, libel, unfulfillment of the duty of confidentiality, revelation of secrets, unfulfillment of any legal or statutory duty and/or of illicit, false or deceitful publicity.

7. Right of GRUPO ISJA, S.L. to reject the Advertisement

7.1. GRUPO ISJA, S.L. is reserving itself the right, exercisable at any moment and in an optional way, to refuse and delete any Advertisement

8. Applicable Legislation

8.1. All questions regarding www.domimark.com are governed by the common Spanish legislation, which will be the one applicable with regard to its interpretation, validity, fulfillment and execution.

GENERAL CONDITIONS OF USE

1. OBJECT

The object of the present document is to establish the General Conditions of Use of the website www.domimark.com owned by GRUPO ISJA, S.L., with social site in Barcelona, Juan Sebastián Bach 11, E - 08036, with Fiscal Identification Number B61791877 and recorded in the Register of Commerce of Barcelona, Tomo 31481, folio 74, hoja B-189568.

The utilization by the User of the website www.domimark.com entails its explicit consent and acceptance to all General Conditions of Use in the version published on the present website at the moment in which the User accesses www.domimark.com.

2. CONDITIONS OF ACCESS AND UTILIZATION OF www.domimark.com

2.1. Condition of User

The simple access of the website www.domimark.com confers the condition of User of the same.

2.2. Need of Registration

The Registration of the User of www.domimark.com will not be necessary.

2.3. Service rendered by GRUPO ISJA, S.L.

The service rendered by GRUPO ISJA, S.L. through the website www.domimark.com is unique and consists in consenting to hosting and inserting in its website www.domimark.com advertisements of persons, physical or juridical ones, having decided to sell and transfer their trademarks and/or domain names and to which advertisements thirds interested in acquiring trademarks and/or domain names can access and know the offered product, the owner and conditions of the transmission.

2.4. Freeness of service

Generally speaking, the service offered by GRUPO ISJA, S.L., through www.domimark.com will be free.

Notwithstanding, the utilization of the service offered by GRUPO ISJA, S.L. might be in the future object to economical return service in the form and the terms to be determined.

2.5. Use of www.domimark.com

The User recognizes and hence consents to and accepts the fact that the use of the contents and/or service offered in the website www.domimark.com will be under its exclusive risk and/or responsibility.

The User undertakes to use www.domimark.com conforming to the dispositions in the Court Order, morality, public order and the present General Conditions of Use. He also undertakes to make an adequate use of the services and/or contents of www.domimark.com and not to use them to realize illicit activities or which constitute an offence, infringe the right of third parties and/or violate, generally speaking, any rule of the applicable juridical order.

The User undertakes not to transmit, enter, diffuse and put at the disposal of third parties, trademarks or domain names of which it is not the owner. Also, any trademark or domain name that the User wishes to transmit, enter, diffuse and put at the disposal of third parties, must be free of charges and taxes, and updated of all the fees that may be applicable to it.

3. INTELLECTUAL AND INDUSTRIAL PROPERTY

The contents, elements and information to which the User may access through www.domimark.com are subject to industrial and intellectual property rights, patents, trademarks, copyright of the owner of www.domimark.com. Consequently, the access to these contents or elements does not confer to the User the right of alteration, modification, exploitation, reproduction, distribution or public communication or any other right that corresponds to the owner of the affected right.

The User is undertaking to use the contents and/or elements to which he accesses through the services of www.domimark.com for his own use and needs, and not to realize in any case a commercial exploitation of the same, be it direct or indirect.

4. EXCLUSION OF GUARANTEES. RESPONSIBILITY

4.1. Availability and Continuity of www.domimark.com and the Services

GRUPO ISJA, S.L. does not guarantee the availability, access and continuity of functions of www.domimark.com and of its Services.

GRUPO ISJA, S.L. will not be responsible of the damages caused to the User as a consequence of the unavailability, access faults or lack of continuity of www.domimark.com and its Services.

4.2. Contents and Services of GRUPO ISJA, S.L.

The content of the website is a stock exchange of trademarks and domain names that are in sale through their

owners, who have freely taken the decision to sell their trademarks and/or its domain names.

For such purpose, the User inserts an Advertisement in the website with his contact data and the trademark and/or domain name he wishes to transmit, along with the sale conditions (price, etc.)

GRUPO ISJA, S.L. does not intervene in any moment in the insertion of the Advertisements, nor in the verification and control of the authenticity of the entered data. It is therefore clear that GRUPO ISJA, S.L. does not control previously the contents, communications, data, products and any kind of information of third parties gathered in the Advertisements inserted in the website.

Equally, GRUPO ISJA, S.L. does not guarantee the legality, trustworthiness, utility, truthfulness, exactness, exhaustiveness and update of the contents and informations entered in the Advertisements.

GRUPO ISJA, S.L. will not be responsible, neither indirectly nor subsidiarily, for the damages of any nature derived from the utilization and contracting of the products offered, as well as of the lack of legality, trustworthiness, utility, truthfulness, exactness, and update of the same. With declaratory, and in no case limitative character, GRUPO ISJA, S.L., will not be responsible for the damages of any nature derived from

- a) the infringement of the intellectual and industrial property rights and the defective fulfillment or unfulfillment of the contractual engagements acquired by third parties;
- b) the realization of acts of unfair competition and illicit publicity;
- c) the inadequacy and disappointment of the expectations created between the Users;
- d) the defects and faults of any type of the offered products

4.4. Behaviour of the Users

GRUPO ISJA, S.L., does not guarantee that the Users of www.domimark.com use the contents and/or services

of the same conforming to the law, to morality, the public order or the present General Conditions.

GRUPO ISJA, S.L. will not be responsible, neither indirectly nor subsidiarily, for the damages of any nature derived from the lack of legality, exactness, and/or authenticity of the data or informations provided by the Users, or of impersonating the identity of a third party effected by a User in any kind of activity through www.domimark.com. With declaratory, but not limitative character, GRUPO ISJA, S.L., will not be responsible indirectly nor subsidiarily, for

a) the contents, informations, opinions and manifestations of any User or of third persons or entities communicating or exposing themselves through www.domimark.com;

b) the damages caused to third parties derived from the utilization by the User of the website www.domimark.com;

c) the damages caused by the lack of legality, exactness or correctness of the identity of the Users and of any information provided by these or made accessible to other users;

d) the damages derived from infringements of any user affecting the rights of another user, or of third parties, including the copyright, trademark right, patent right, confidential information and any other intellectual and industrial property right.

5. CONTRACTING THIRD PARTIES THROUGH www.domimark.com

The User recognizes and accepts that any contractual or extracontractual relation which he might formalize with the Advertisers or third persons contacted through www.domimark.com, will be understood as realized only and exclusively between the User and the Advertiser and/or a third person. Consequently, the User recognizes and accepts that GRUPO ISJA, S.L. does not hold any kind of responsibility for the damages of any nature caused on the grounds of its negotiations, conversations and/or contractual or extracontractual relation with the Advertisers or third persons, be they physical or juridical, contacted through www.domimark.com.

6. RIGHT OF EXCLUSION

GRUPO ISJA, S.L. reserves itself the right to refuse or withdraw the access to the portal and/or the offered services, without needs for advance notice, by its own or a third party's request, to those users that do not fulfill the present General Conditions of Use and/or the particular conditions that might result from its application.

GRUPO ISJA, S.L. reserves itself the right to realize the modifications it deems to be convenient, being able to modify, delete and include, unilaterally and without previous notice, new contents and/or services as well as the form in which may appear the same as presented and localized.

7. MODIFICATIONS

GRUPO ISJA, S.L. reserves itself the right to modify the present General Conditions of Use with the purpose of adapting them to the valid legislation applicable at each moment.

8. DURATION AND TERMINATION

The rendering of the services and/or contents of www.domimark.com has an indefinite duration. Without prejudice to the before mentioned, GRUPO ISJA, S.L., is authorized to consider as finished, to suspend or to interrupt unilaterally, in any moment and without needing any previous notice, the offering of the service and of the contents.

9. APPLICABLE LAW

All the questions with regard to www.domimark.com are governed by the common Spanish legislation, which will be the one applicable with regard to its interpretation, validity, fulfillment and execution.