

SecureWeb3.io

Special Services Terms (SSTs)

Brand Protection Platform (Managed Service)

These Special Services Terms (**SSTs**) apply to your receipt of the SecureWeb3 Brand Protection Platform related services on a fully managed basis (the **Service**) and are entered between the individual or business entity (**Company, you, or your**) that engages with, uses, accesses, or otherwise receives (**Receives, Receiving, or Receipt**) the Service, and SecureWeb3 Ltd, a limited company registered in the United Kingdom under company number 14593990 (**SecureWeb3, we, our, or us**).

These SSTs, as amended from time to time, together with the General Services Terms (**General Terms**) and each of the policies or terms incorporated into the General Terms including the Privacy Notice (hereinafter collectively referred to as the **Agreement**) shall govern your Receipt of the Service. If you do not agree with any of the terms contained in the Agreement, you should not Receive or purchase the Service.

In the event of any inconsistency between the terms included herein and those included in the General Terms, the terms and conditions of these SSTs shall prevail to the extent of such inconsistency. By Receiving the Service, you agree to the terms contained herein.

<u>Interpretation</u>	<p>1. Definitions</p> <p>1.1. In these SSTs:</p> <p>Account Manager means the dedicated person assigned by SecureWeb3 to oversee the delivery of Managed Services for the Company, as may be amended from time to time;</p> <p>Applicable Blockchains means the specific blockchain networks monitored by the Platform as may be updated from time to time;</p> <p>Domain Purchase means as described under paragraph 4.5;</p> <p>Initial Invoice means the invoice issued by SecureWeb3 in respect of the Initial Services Term;</p> <p>Infringing Wallet has the meaning given to it in the Self-Service SSTs;</p> <p>Order Form means the Managed Services Order Form completed and submitted by the Company during the Onboarding Process when requesting the Service;</p> <p>Performance SLO has the meaning given to it in paragraph 8.2(a);</p> <p>Potential Infringement has the meaning given to it in the Self-Service SSTs;</p> <p>Service Commencement Date means the date in which SecureWeb3 issues Company with both a Service Confirmation and invoice in respect of the Services;</p> <p>Service Confirmation means the written confirmation provided by SecureWeb3 of the scope, duration, and Fee(s) of the Service, with any special terms or specific requirements which may apply;</p> <p>Service Credit has the meaning given to it in paragraph 8.3;</p> <p>SLOs means the service level objectives set out in these SSTs, which apply to the availability and performance of the Service;</p> <p>Self-Service SSTs means the Special Services Terms - Platform (Self Use) available here which govern the Receipt of the Platform through means other than Managed Services;</p> <p>Takedown Request has the meaning given to it in the Special Services Terms – Platform (Self Use);</p> <p>Web3 Domain has the meaning given to it in the Special Services Terms – Platform (Self Use); and</p>
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	<p>Web3 Domain Provider has the meaning given to it in the Self-Service SSTs;</p>
<p><u>Services Term: Termination</u></p>	<p>2. Service Term / Termination</p> <p><i>Commencement & Duration</i></p> <p>2.1. The Service will commence on the date SecureWeb3 receives the Fees for the Initial Services Term (Service Commencement Date), and will continue for the Initial Services Term, unless terminated earlier in accordance with the Agreement.</p> <p>2.2. Upon expiry of the Initial Services Term, the Service will automatically renew for successive periods equal to the Initial Services Term (each a Renewal Term), unless either party provides written notice of its intention not to renew at least thirty (30) days before the end of the then-current Initial Services Term or Renewal Term (as the case may be).</p> <p>2.3. SecureWeb3 reserves the right to modify the Fees for any Renewal Term by providing written notice to Company not less than forty-five (45) days prior to the commencement of the Renewal Term. If Company does not agree to such modified Fees, it may cancel the Service in accordance with paragraph 2.2 above.</p> <p><i>Service Cancellation</i></p> <p>2.4. The Service may be cancelled in accordance with the provisions of the General Terms. This right to cancel is in addition, and without prejudice, to the right not to renew set forth above at paragraph 2.2</p>
<p><u>Requesting the Service</u></p>	<p>3. Requesting the Service</p> <p><i>Onboarding Process</i></p> <p>3.1. To request the Service, you must first complete and submit a Managed Services Order Form (Order Form) and provide us with certain information and supporting documentation about you and the Company, including details and exhibits of the Company Assets (as defined). We will handle all information provided to us when submitting an Order Form in accordance with our Privacy Notice.</p> <p>3.2. When submitting an Order Form, you represent and warrant that:</p> <ul style="list-style-type: none"> (a) you have the authority to enter into this Agreement and to request the Service on behalf of the Company; (b) you will only provide accurate, complete and current information about the Company (including registered address and registration details), its authorised personnel, and the Company Assets; (c) you have the necessary rights, licenses, and permissions to use and authorise us to use any Company Assets that you provide or make available to us for the purpose of providing the Service; and (d) you will comply with all applicable laws and regulations in relation to your Receipt of the Service. <p><i>Service Acceptance</i></p> <p>3.3. If we accept your completed Order Form and request for the Service, we will provide you with written confirmation of the scope, duration, and Fee(s), with any special terms or specific requirements which may apply (Service Confirmation). Together with the Service Confirmation and unless otherwise agreed, we will also issue you with an invoice (Initial Invoice) in respect of the Initial Services Term which you agree to pay in accordance with paragraph 7 of these SSTs.</p>
<p><u>Service Description</u></p>	<p>4. Service Description</p> <p><i>Scope of Managed Services</i></p>

- 4.1. The Service involves the expert management and operation of the SecureWeb3 Brand Protection Platform (the **Platform**) by SecureWeb3, on behalf of and for the benefit of the Company (**Managed Service**). The precise scope of Managed Services provided will be as set out in the Order Form or Service Confirmation and will generally include the following:
- (a) **Monitoring and Analysis:** SecureWeb3 will continuously monitor the Applicable Blockchains for instances of Potential Infringements related to the Company Assets.
 - (b) **Alert Management:** SecureWeb3 will review and assess all alerts generated by the Platform, filtering out false positives and prioritising genuine threats.
 - (c) **Enforcement Action:** Upon identifying a Potential Infringement and seeking Company's prior approval, SecureWeb3 will initiate appropriate enforcement actions, including sending Takedown Requests, on behalf of the Company.
 - (d) **Reporting:** SecureWeb3 will provide monthly reports (or any other such period as may agreed) detailing monitoring activities, Potential Infringements, actions taken, and outcomes achieved.
 - (e) **Strategy Development:** SecureWeb3 will develop and implement tailored brand protection strategies based on the specific needs and risks identified for the Company.
 - (f) **Web3 Domain Management:** SecureWeb3 will manage the purchase and renewal of relevant Web3 Domains on behalf of the Company, subject to Company approval.
- 4.2. For a detailed account of the Platform's features and functionality, please refer to the Special Services Terms – Platform (Self Use) available [here](#), the terms of which are incorporated into these SSTs by reference.
- Account Manager**
- 4.3. SecureWeb3 will assign a dedicated account manager (**Account Manager**) to oversee the delivery of Managed Services for the Company, as specified in the Order Form. This account manager will serve as the primary point of contact and will be responsible for:
- (a) Regular communication with the Company regarding the status of brand protection efforts.
 - (b) Coordinating with internal teams to ensure efficient service delivery.
 - (c) Addressing any queries or concerns raised by the Company.
 - (d) Providing strategic advice on brand protection in the Web3 space.
- General Terms**
- 4.4. As a Managed Service customer, you shall delegate the responsibility for determining how the Core Functions are utilised, including their frequency and application, to SecureWeb3. You authorise SecureWeb3 to act on your behalf in accordance with the terms of this Agreement and applicable laws.
- 4.5. If you request the purchase of any Web3 Domain whilst Receiving the Service (**Domain Purchase**), you acknowledge that SecureWeb3 acts as an intermediary only and merely facilitates the transaction on Company's behalf. In such event, you agree that:
- (a) Company shall be responsible any and all costs or charges associated with the Domain Purchase and that SecureWeb3 shall be entitled to invoice you all associated costs prior to making the purchase on Company's behalf; and

	<ul style="list-style-type: none"> (b) Company shall be responsible for adherence with any terms and conditions imposed by the Web3 Domain Provider in respect of the Domain Purchase or the Web3 Domain. <p>4.6. While SecureWeb3 will manage the day-to-day operations of the Platform on behalf of the Company, certain actions may require explicit Company approval. These include, but are not limited to:</p> <ul style="list-style-type: none"> (a) Initiating any Takedown Request on behalf of Company; (b) liaising with any external provider of legal services on behalf of Company; legal proceedings against infringers. (c) Purchasing Web3 Domains beyond a pre-agreed budget. (d) Implementing significant changes to the brand protection strategy. <p>4.7. The Company agrees to provide SecureWeb3 with all necessary information, access, and authorisations required to effectively deliver the Managed Service. This includes, but is not limited to:</p> <ul style="list-style-type: none"> (a) Providing comprehensive details of all Company Assets to be protected. (b) Granting necessary permissions for SecureWeb3 to act on the Company's behalf in enforcement actions. (c) Responding in a timely manner to requests for approvals or additional information. <p>4.8. Should you require any service not listed above, please contact us.</p>
<p><u>Company Responsibilities</u></p>	<p>5. Company Responsibilities</p> <p><i>Service Specific Obligations</i></p> <p>5.1. When Receiving the Service, Company agrees to:</p> <ul style="list-style-type: none"> (a) designate a primary point of contact with the authority to make decisions on behalf of the Company in all matters regarding Company's Receipt of the Managed Service; (b) grant SecureWeb3 the specific permissions and authorisations required to act on the Company's behalf when undertaking any Company-authorized enforcement actions; (c) promptly notify SecureWeb3 of any known or suspected unauthorised use or infringement of its Company Assets that comes to the Company's attention through channels other than the Managed Service; (d) provide timely feedback on the Managed Service when requested, to assist SecureWeb3 in improving and refining its service offerings; (e) ensure that any Company Assets provided to SecureWeb3 for protection under the Managed Service are promptly updated if there are any changes in ownership, licensing, or other relevant status that may affect SecureWeb3's ability to provide the Service effectively. <p>5.2. With respect to Web3 Domains, Company agrees:</p> <ul style="list-style-type: none"> (i) to comply with all terms and conditions imposed by the relevant Web3 Domain Provider for any Web3 Domains purchased or managed on the Company's behalf as part of the Managed Service; (ii) that SecureWeb3 acts solely as an intermediary in the purchase and management of Web3 Domains and is not responsible for the policies, practices, or availability of Web3 Domain Providers; and

	<p>(iii) to provide SecureWeb3 with the necessary authorisation to purchase and manage any Web3 Domains on its behalf.</p> <p>5.3. For the avoidance of doubt, the responsibilities and other obligations set forth in this paragraph 5 are without prejudice or limitation to any Company obligations included within the General Terms.</p>
<p><u>SecureWeb3 Responsibilities</u></p>	<p>6. SecureWeb3 Responsibilities</p> <p><i>Service Specific Obligations</i></p> <p>6.1. SecureWeb3 will provide the Service in accordance with the Agreement, including the Service Level Agreement (SLA) set forth under section 8 of these SSTs and any other specifications or requirements agreed in the Order Form.</p> <p>6.2. When providing the Service, SecureWeb3 shall:</p> <ul style="list-style-type: none"> (a) undertake the Managed Services with due care and skill and provide such services as agreed via the Service Confirmation; (b) act in the best interests of Company at all times when delivering the Service; (c) utilise the Platform and any Platform features included in the Managed Service in an effective manner; (d) promptly notify the Company of any issues, errors, or interruptions affecting the Service or the Platform and take reasonable steps to resolve them; (e) notify the Company of any such changes in advance and provide reasonable assistance to the Company in adapting to them; (f) handle any Company Assets or other information provided by the Company in relation to the Service in accordance with its Privacy Notice; and (g) not use, disclose, or exploit any Company Assets or other information for any purpose other than providing the Service, unless authorised by the Company in writing. <p>6.3. SecureWeb3 reserves the right to modify, update, or enhance the Platform or any of its features or functionality from time to time, provided that such changes do not materially adversely affect the Service or the Company's Receipt thereof.</p>
<p><u>Service Fees</u></p>	<p>7. Fees</p> <p>7.1. All Fees in respect of the Service shall:</p> <ul style="list-style-type: none"> (a) be as set out in the Service Confirmation or as otherwise agreed in advance; (b) be payable in advance and: <ul style="list-style-type: none"> (i) for any Initial Services Term, upon completion of the Onboarding Process; and (ii) for any Renewal Services Term, upon expiry of the Initial Services Term, (c) be SecureWeb3's consideration for providing the Service; (d) not include any fees or charges associated with any Web3 Domain purchased via the Platform; (e) be subject to change in accordance with paragraph 3.1.2 of the General Terms. <p>7.2. Notwithstanding and without limiting paragraph 7.1 above, the provisions of Section 3 of the General Terms shall apply to all Service Fees, except to such</p>

	<p>extent they are inconsistent or conflict with the terms set out in this Section 5 (Fees).</p>
<p><u>Service Levels</u></p>	<p>8. Service Level Agreement</p> <p><i>Service Level Objectives</i></p> <p>8.1. SecureWeb3 will use reasonable endeavours to meet the service level objectives (SLOs) set out in this section, which apply to the availability and performance of the Managed Service. The SLOs are not guarantees and do not constitute a warranty or a condition of the Service or Agreement.</p> <p>8.2. SecureWeb3 shall:</p> <p>(a) respond to requests from the Company within two (2) business days working hours, taking into account the complexity and volume of the requests and the load on the Platform (Performance SLO).</p> <p>8.3. If SecureWeb3 fails to meet an SLO in any calendar month, the Company may request a service credit equal to 1% of the Fee for the Services Term for each percentage point below the SLO, up to a maximum of 10% of the Service Fee (Service Credit).</p> <p>8.4. The Company must request the Service Credit within fifteen (15) days of the end of the month in which the failure occurred, providing sufficient evidence of the failure. The Service Credit will be applied to the next invoice or refunded to the Company, at SecureWeb3's discretion. The Service Credit is the Company's sole and exclusive remedy for any failure to meet an SLO.</p> <p><i>Support</i></p> <p>8.5. SecureWeb3 will provide such support services to the Company as may be required for Company's Receipt of the Service.</p> <p>8.6. SecureWeb3 will use reasonable efforts to respond to and resolve the Company's support requests in a timely and professional manner, in the order of requests in which they are received.</p> <p>8.7. SecureWeb3 will prioritise and respond to support requests according to the following schedule:</p> <p>(a) Critical issues: Initial response within eight (8) hours, with continuous effort towards resolution</p> <p>(b) High priority issues: Initial response within seventy-two (72) hours, with resolution efforts during business hours;</p> <p>(c) Medium priority issues: Initial response within three (3) business days;</p> <p>(d) Low priority issues: Initial response within ten (10) business days</p> <p>8.8. The classification of issue priority will be determined by SecureWeb3 in consultation with the Company, taking into account the impact on the Company's operations and the nature of the issue.</p>
<p><u>Special Terms</u></p>	<p>9. Special Terms</p> <p><i>Specific Disclaimer of Warranties</i></p> <p>9.1. SecureWeb3 does not warrant that any Takedown Request or any Service Output, including, without limitation, consequences, or outcomes of a Takedown Request, will meet the Company's requirements, expectations, or objectives, or that they will be effective, successful, or enforceable in any jurisdiction. Company acknowledges and agrees that the Takedown Request service and the Takedown Request output are provided at its own risk and discretion, and that it relies on them solely at its own risk.</p>

	<p>9.2. SecureWeb3 is not responsible for any loss or damage caused by third parties, including but not limited to the recipients of the Takedown Requests, the owners or operators of the infringing marketplaces or Applicable Blockchains, or any other parties involved in the Takedown Request process, or by any events or circumstances beyond its reasonable control, including but not limited to legal disputes, technical issues, or delays.</p> <p>9.3. SecureWeb3 does not provide any legal services or advice and does not warrant that any Takedown Request initiated by SecureWeb3 following Company's approval complies with applicable laws or infringes the rights of any third parties.</p>
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