TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS INTERNET SITE ("SITE"). BY USING THIS SITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS. FURTHER, YOU CAN ONLY AGREE TO USE THE SITE, APPLICATIONS, OR THE SERVICES IF YOU ARE 18 YEARS OR OLDER AND YOU ARE AUTHORIZED TO ENTER INTO A CONTRACT. IF YOU ACCEPT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES, AND ALL USERS WHO ACCESS OUR SITE OR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS. IN THIS CASE, THE TERMS "YOU" AND "YOUR" SHALL REFER DIRECTLY TO SUCH ENTITY, ITS AFFILIATES, AND ANY OTHER PERSONS ASSOCIATED WITH IT. IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THIS SITE OR ANY OF ITS SERVICES.

By using the PatentPC.com website (the "Site") or any PatentPC applications, Browser plug-ins, Word-plug-ins, or application plug-ins ("Applications"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including those governing export and reexport control laws. These Terms of Use refer to you and your customers, each Site visitor, and any Application users. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to PatentPC, Inc, and "Services" refers all services offered by us.

These Terms of Use should be reviewed regularly by you. If you find the Terms of Use unacceptable, or you don't agree with them, you should not use this Site or any applications. You may also revise these Terms at any point without notifying you. For any questions regarding these Terms of Use, please contact Customer Care Center.

These Terms require that arbitration be used on an individual basis in order to resolve disputes.

You can also refer to the PatentPC Terms and Service, Privacy Policy, and any other Agreements with you. Each of these is incorporated by reference.

- 1. PatentPC Privacy Policy. PatentPC respects the privacy of individuals and allows you to manage how your personal data is treated. Click here to see the current Privacy Policy of PatentPC. This Agreement is incorporated by reference to PatentPC's Privacy Policy.
- 2. PatentPC Inc. owns and operates this Site and Applications. All rights, title, and interests in the Materials, including information, documents, logos, sounds, images, and graphics (the "Materials"), are either owned by PatentPC, or our third-party authors, developers, or vendors ("Third Partie Providers") respectively. PatentPC does not permit the Materials to be reproduced, republished, or downloaded. If you have questions regarding obtaining such licenses, please see the "Contact Information." PatentPC does NOT sell, lease, license, or provide any materials not specifically provided by PatentPC. PatentPC reserves all rights not explicitly granted herein. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, alter, revise, translate, creative derivative works, or make any unauthorized attempt to access or use; (b) sell, assign, sublicense, transfer, distribute, lease, rent or grant a security interest; (c) reproduce, duplicate, copy, sell, resell, or exploit for commercial purposes; or (d) access or use in a manner prohibited by applicable laws, directives, or regulations or this Agreement. Any violation of terms or conditions of usage automatically terminates this Agreement, and you agree to destroy all downloaded and printed materials upon termination. Various copyright laws,

trademark laws and privacy laws, publicity, and communications regulations may be violated if you use any Materials without permission.

- 3. Legal Service Disclaimer. The Continformation on this Site and Applications is intended to be used for informational purposes only and should not be relied on for legal advice. Your use of the Site doesn't create an attorney-client relationship. A separate written engagement letter agreement is needed to establish an attorney-client relationship. Your communication with us via the Sites, email, or other means before we enter into an engagement letter agreement with you does not establish an attorney-client relationship. We are not able to represent any other person or entity in any matter and we will not keep your information confidential. You should not send sensitive or confidential information to us unless you have signed a separate written agreement.
- 4. Unsolicited Submissions. Unsolicited ideas are not accepted, including images, suggestions for promotion of the Sites, additions or changes to our business methods. You may send us ideas, suggestions or drawings, graphics or other similar materials, but we will not consider them confidential. Without compensation or expectation of compensation, you hereby give such Submissions to us and agree that we may share, reproduce, modify, republish or distribute your Submissions without compensation to any party. You grant us an irrevocable, worldwide, royalty-free, perpetual, irrevocable license to use any Submissions you submit for commercial or other purposes.
- 5. Links to Third Party Sites. The Site and Applications could contain links to websites managed by parties other than PatentPC. Each of these sites is a "Third Party Site." PatentPC has a variety of affiliates and partners whose websites are linked to PatentPC. In addition, PatentPC may provide links to other resources or citations with which it is not affiliated. PatentPC does not endorse or accept responsibility for the content, products, or use of any third-party site, including any websites accessed from a third-party site. PatentPC cannot guarantee the quality or content of these products and services and provides these links only for your convenience. PatentPC does not guarantee, endorse, guarantee, or be legally authorized to use any trademark, registered trademark, logo, or legal seal that might be included in any links. PatentPC does not assume responsibility for any damage or loss you might incur by dealing with third parties. For questions or concerns, please get in touch with the administrator of the third-party sites.
- 6. Dispute Resolution by Binding Arbitration. Please carefully read as this Section affects your rights.

First, if you have a complaint, call our Customer Care Center at 800.234.3032 to resolve most customer issues quickly and to your satisfaction.

In the unlikely event that the PatentPC Customer Care Center cannot resolve the complaint to your satisfaction, you agree to solely resolve those disputes through either binding arbitration or in small claims court.

For arbitration, you agree to arbitrate all claims and disputes with PatentPC in front of a single arbitrator under the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association. You must send a Notice to PatentPC that: (a) state the nature and basis for the claim/dispute and (b) specify the relief requested ("Demand"). The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it

(including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive compared to litigation costs, PatentPC will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the arbitrator's compensation among the parties in such amounts as the arbitrator deems appropriate. The arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. Judgment on the award rendered may be entered in any court having jurisdiction. The arbitrators may not award any punitive, incidental, indirect, special, or consequential damages, including, but not limited to, damages for lost profits.

This arbitration agreement does not preclude you or PatentPC from seeking action by federal, state, or local government agencies. You and PatentPC also have the right to bring qualifying claims in small claims court. In addition, you and PatentPC retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

There is no right for any dispute hereunder to be brought or heard as a class arbitration, class action, or private attorney general action or for the consolidation of arbitrations. Neither you nor PatentPC may act as a class representative or private attorney general or participate as a member of a class of claimants regarding any Claim. The arbitrator can decide only your and/or PatentPC's Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

To the extent permitted by applicable law, any claims asserted by you in connection with the Site, Blog, Applications, and Content must be asserted in writing to us within one (1) year of the date such claim first arose, or such claim is forever waived by you.

You may opt-out of and not be bound by the arbitration and class action waivers set forth above by sending written notice to us within 30 days of the date you first access the Sites. If you timely opt-out, we will also not be bound by these provisions. If you do not timely opt-out, these provisions will apply to you and us.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed. Still, the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in writing signed by the party waiving such a right or requirement. Such a waiver shall

not waive or affect any other portion of these Terms. This Section of the Terms will survive the termination of your relationship with PatentPC.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR PATENTPC WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Regardless of the above, any party can bring an individual action before a small claims court. You waive the right to a trial before a jury or to participate as a class member.

7. Acceptable Uses of the Website and Services

Your use of the Site or Services and any use made with your account are your responsibility. Certain conducts that could be detrimental to other users or us is prohibited. You may not use the Site or Services if you:

Infringe any law or regulation

Infringe, violate, or misappropriate the intellectual property, privacy, or publicity rights of others;

Post or share anything illegal, abusive or harassing to reputation, pornographic or indecent, profane or obscene, racist or hateful;

Unauthorized advertising and commercial communications such as spam should not be sent

Participate in web-spying or harvesting and use software, including spyware, to collect the Services or Site data.

Transmit viruses or any other instructions or technological methods that are designed to damage or disrupt computers or their use;

Harm, stalk or harass another person.

Impersonate anyone or any entity or engage in any similar fraudulent activity such as phishing.

Use any method to crawl or scrape any Web pages on the Site.

Attempt to bypass any technological measures that our providers (including another user) or we have put in place to protect the Site or services.

Attempt to decipher, decompile, disassemble, or reverse engineer the software used to provide the Services or Site.

Advocate, encourage and assist any third party to do any of the above.

8. Comments, Reviews, Communications, and Other Content.

PatentPC allows visitors to leave reviews, comments, and questions at various places on the Site and its applications (the "User Content"). In addition, our Site and Services allow you to upload and store data,

as well as send and receive data in the User Content. PatentPC is not the author or publisher of any User Content and does not assume any responsibility for the content you post, nor any liability to third parties.

You grant us a limited license to reproduce and use your User Content only to provide the Services to the Site and Services. We don't owe anything to you concerning our use of your User content. This license is fully paid and royalty-free. This license is worldwide and perpetual. It means that we have the right to use the User Content for the Site and Services even after you cease using them.

Our technical support can delete files and/or stop processes that belong to members if they believe they pose a threat either to the technical operation of the system or the security of other members. In addition, we may temporarily block access to a user if not authorized to protect the system's security.

PatentPC reserves the right, but not the obligation, in its sole and absolute discretion to edit, redact or remove any User Content, move it to a better location, or make other changes.

You agree not to post any User Content that:

is false, inaccurate, or misleading

violates any copyright, trademark, trade secret, or other proprietary rights, publicity, privacy, or patent rights

violates any law or statute, ordinance, regulation, including those governing export control or consumer protection

is or could reasonably be considered defamatory or libelous, hateful or racially or religiously biased or offensive, unlawfully stalking or harassing or advocates or encourages illegal behavior harmful to any individual or partnership

involves spam, advertisements, and content for which you were paid or given any consideration by any third parties. This includes information that refers to other websites, addresses or email addresses, phone numbers, and other contact information or

contains computer viruses, worms, and other potentially harmful programs or files.

PatentPC has a perpetual, irrevocable, and transferable right and license to copy, modify, delete in whole or in part, adapt, translate, create derivative works of, sell, distribute and/or incorporate such content in any form, medium, technology, or media around the world. Any of your User Content can be removed at any time.

9. Disclaimer and Limitations on Our Liability

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, PATENTPC AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("AFFILIATES") DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

IN PARTICULAR, PATENTPC AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE OR SERVICES. PATENTPC AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY PERSONAL INFORMATION OR USER DATA; (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER, CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU HAVE ACTUALLY PAID US DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

10. No Warranty.

THE SITE, BLOGS, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS, OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, PATENTPC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

PATENTPC MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE SITE USE OR APPLICATIONS IS DONE AT YOUR DISCRETION AND YOUR OWN RISK. PATENTPC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

NOTWITHSTANDING THE ABOVE, PATENTPC OFFERS A 60 DAY SATISFACTION GUARANTEE, THE TERMS OF WHICH ARE AVAILABLE HERE. THIS DISCLAIMER OF WARRANTY DOES NOT APPLY TO THE PURCHASE OF PRODUCTS OR SERVICES BY NORTH CAROLINA CONSUMERS.

11. Limitation of Liability & Indemnification.

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD PATENTPC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF PATENTPC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF PATENTPC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

12. Other Provisions.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

These Terms will be governed by and construed under the laws of the State of California without giving effect to any conflict of laws rules, or provisions.

You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Santa Clara County, California. You consent and submit to the personal jurisdiction of such courts for any such action.

If any provision of these Terms is found to be unlawful or unenforceable, then only that provision will be deemed severable from these Terms, and the remaining provisions remain enforceable.

Our inaction on any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

Our rights and obligations are assignable, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

Term Changes

Periodically, we may change these Terms, and we will give you notice by posting the revised Terms on the Site. By continuing to use the Site or Application, you agree to the revised Terms.

Questions regarding this Agreement should be directed to: PatentPC, 4701 Patrick Henry Dr, Building #16, Santa Clara, CA 95054, tel: 800 234-3032, or the email in our contact page.