

IP SIMPLIFIED TERMS OF USE

Last Updated: December 23, 2021

I. Thank you for using IP Simplified

We invite you to access IP Simplified and all of our services, but this invitation is subject to your agreement with these Terms of Use. This document describes in detail our rights and your rights related to IP Simplified services. We request that you for read them carefully.

II. Your Account

You must provide us accurate information when you create your IP Simplified account. Your IP Simplified account gives you access to Services and functionality we may establish and maintain in our sole discretion. You may never use another user's account without permission.

III. Services

IP Simplified's Services focus on delivering the following value:

- Allowing you to efficiently and effectively complete all your global IP filing/transactional needs in one simplified and accessible location. IP Simplified does this primarily through its IP Organize service.

IV. Account Security

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (e.g. using a combination of upper and lower case letters, numbers and symbols with your account). You agree not to disclose your password to any third party. IP Simplified cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must notify IP Simplified immediately upon becoming aware of any breach of security or unauthorized use of your account.

V. IP Simplified's License to You

Subject to these Terms, IP Simplified gives you a personal, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the Service. We reserve all rights not expressly granted in these Terms in the Service. We can terminate this license at any time for any reason or for no reason.

VI. Fees & Payments

Some uses of IP Simplified require payment. You will pay all fees agreed to in invoices, online payment pages or other order forms. Fees are based on Services purchased and not actual usage; payment obligations are non-cancelable and non-refundable; and quantities cannot be decreased during the relevant subscription plan.

1. Payment – You will provide us with valid credit card information or alternative document reasonably acceptable to us. If you provide credit card information to us, you authorize us to charge the credit card for all purchased services listed in the order form for the initial subscription term and any renewal subscription terms. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order form. If the order form specifies that payment will be by a method other than a credit card, we will invoice you in advance. Invoice charges are due net 30 days from the invoice date unless otherwise agreed to. You are responsible for updating details of your payment information such as updated credit cards.
2. Overdue Charges – If we do not receive an invoiced amount by the due date then those charges may accrue late interest at the lower of the maximum rate permitted by law or 1.5% per month. If any amount you owe us is 30 days or more overdue, we reserve the right to suspend your service.
3. Taxes – Our fees do not include any taxes, duties, levies or similar governmental assessments of any nature, including, for example, value-added sales, use or withholding taxes assessable by any jurisdiction whatsoever. You are responsible for paying all such taxes. If we are legally obligated to pay or collect taxes for which you are responsible, we will invoice you and you will pay that amount. We are solely responsible for taxes against us based on our income, property and employees.
4. Future & Functionality – You agree that your purchases are not contingent on the delivery of any future functionality or features made by us, including those made by us orally or in written public comments.

VII. Your Content

Some areas of the Service may allow you to post or upload text, images, video, graphics or other material (“Content”), and to share your Content with others.

You agree that any Content you post does not violate rights of any kind, including without limitation any intellectual property rights or rights of privacy. We reserve the right, but are not obligated, to reject and/or remove any Content that we believe, in our sole discretion, violates these provisions. Specifically, you agree not to post Content that:

1. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
2. may create a risk of any other loss or damage to any person or property;
3. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
4. may constitute or contribute to a crime or tort;

5. contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
6. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
7. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
8. contains any information or content that you know is not correct and current.

You retain full ownership to your Content, and agree to grant us a worldwide, non-exclusive, irrevocable, transferable, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display and distribute such Content in connection with providing the Service to you and other users in accordance with your settings on the Service. In connection with providing the Service, we may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

We reserve the right at all times to remove or refuse to distribute any Content on the Service including your Content. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of IP Simplified, its users and the public.

VIII. Use of Content

All Content in or on the Service, whether publicly posted or privately transmitted by users, is the sole responsibility of the person who originated such Content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. We may not monitor or control the Content posted via the Service and, we cannot take responsibility for such Content. If you use or rely on any Content or materials posted via the Service or obtained by you through the Service, it is at your own risk. Under no circumstances will IP Simplified be liable in any way for any Content, or any loss or damage of any kind incurred as a result of the use of any Content in the Service.

You agree that you are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties. You understand that if you do not have the right to submit Content to the Service, doing so may subject you to liability. IP Simplified will not be responsible or liable for any use of your Content by IP Simplified in accordance with these Terms. You represent and warrant that

you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit including all necessary rights to upload your Content for use in accordance with these terms and conditions.

IX. Acceptable Use of IP Simplified

IP Simplified is trusted by its users, and we trust you to use our Service responsibly. You agree not to misuse the Service. For example, you must not, and must not attempt to do the following things:

1. use the Service for any unlawful purposes or for promotion of illegal activities;
2. post any Content on the Service in violation of any applicable law, including intellectual property IP Simplified and right of privacy or publicity IP Simplified, or any contractual obligation;
3. impersonate others through the Service or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
4. publish or post other people's private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission;
5. send unsolicited communications, promotions or advertisements, or spam;
6. publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy;
7. access, tamper with, or use non-public areas of the Service, IP Simplified's computer systems, or the technical delivery systems of IP Simplified's providers;
8. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
9. access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
10. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information;
11. interfere with, or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service. International users agree to comply with all local IP Simplified regarding online conduct and acceptable content.

12. We may investigate and/or suspend your account if you violate any of the above rules. Furthermore, we reserve the right to immediately terminate your account without further notice in the event that, in our sole and absolute judgment, you violate these Terms, or abuse the use of our Service.

X. Privacy

Your privacy is important to IP Simplified; we have developed a [Privacy Policy](#) that covers how we collect, share, track, disclose and store your information.

XI. Third-Party Websites, Advertisers Or Services

IP Simplified may contain links to third-party websites, advertisers, or services that are not owned or controlled by IP Simplified.

IP Simplified has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from IP Simplified, you do so at your own risk, and you understand that this Agreement and IP Simplified's Privacy Policy do not apply to your use of such sites. You expressly relieve IP Simplified from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on IP Simplified, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that IP Simplified shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We recommend you be aware of when you leave the Service and read the terms and conditions and privacy policy of third-party websites or services that you visit.

XII. Email

To access the email feature on IP Simplified we will ask to connect with a Gmail or Outlook account. The App will only use access to:

Write Gmail/Outlook messages to send the messages in your name.

Read Gmail/Outlook message bodies (including attachments), metadata, headers, and settings to upload attachments on your application portal.

IP Simplified will not transfer this Gmail/Outlook data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets. We will not use this Gmail/Outlook data for serving advertisements. We will not allow humans to read this data unless we have your affirmative agreement for specific messages, doing so is necessary for security purposes such as investigating abuse, to comply with applicable law, or for IP Simplified's internal operations and even then only when the data have been aggregated and anonymized.

IP Simplified's use of information received, and IP Simplified's transfer of information to any other app, from Google/Microsoft APIs will adhere to Google's/Microsoft's Limited Use Requirements.

Disclosure of Anonymized Information: IP Simplified reserves the right to use and disclose anonymized information, aggregated information or publicly available information that has not been combined with nonpublic Personal Information for any purposes including without limitation IP Simplified's internal use and research. However, IP Simplified will not disclose information, even in anonymized, aggregate, or derivative forms, that is made available by our connection to email providers such as Gmail, Outlook including API calls relating to checking, reading, or sending email, in accordance with the Additional Requirements for Restricted Scopes as specified by Google/Microsoft. When connecting to email providers such as Gmail, Outlook, IP Simplified will only make use of the information necessary to render our service so that we can display our user interface and perform requested actions on your account.

Google Gmail APIs and Calendar APIs are integrated in IP Simplified as per following policy: <https://developers.google.com/terms/api-services-user-data-policy>

XIII. Indemnification

You agree to defend, indemnify and hold harmless IP Simplified and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your use of and access to the Service, including any data or Content transmitted or received by you, any other party's access or use of the Service with your username and password, or your violation of these Terms, applicable law, rule or regulation.

XIV. Disclaimer of Warranties and Limitation of Liability

THE IP SIMPLIFIED SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY IP SIMPLIFIED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT. IP SIMPLIFIED MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE IP SIMPLIFIED SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IP SIMPLIFIED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IP SIMPLIFIED DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO

YOU THROUGH THE IP SIMPLIFIED SITE; ITS SERVERS; OR E-MAIL SENT FROM IP SIMPLIFIED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IP SIMPLIFIED WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE IP SIMPLIFIED SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE IP SIMPLIFIED SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT. CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

XV. Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF FAIRFAX COUNTY, VIRGINIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and IP Simplified with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. IP Simplified's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but IP Simplified may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. IP Simplified and you are not legal partners or agents; instead, our relationship is that of independent contractors.

XVI. Marketing

IP Simplified's services center around assisting IP professionals and law firms effectively work on their global IP portfolios and filings. Such IP professionals and law firms using IP Simplified grant us the right to use their name, trademark and logo on IP Simplified's website, in IP Simplified marketing materials, and to identify the party as an IP Simplified customer. IP Simplified agrees to remove mention of a party in our marketing materials based on their written request. You further agree that "User of IP Simplified" or similar marks may appear in forms, web pages and other outputs of our Services.

XVII. Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be

posted to our blog or Terms page, so please check those pages regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

Please contact us at ip@ipsimplified.com with any questions regarding these Terms.

Thank you again for using IP Simplified!