

TERMS OF USE AGREEMENT

Last Updated July 13, 2009

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Welcome to Patent Mentor website (the "Website"). All use of the Website is governed by the terms and conditions contained in this Agreement, including any future revisions. Any use of the Website not in accordance with the Terms of Use is expressly prohibited.

1. Eligibility.

You represent that You are an individual desirous of services requiring mentoring such as how to draft a patent application and preparing patent documents in connection with filing and exploiting a patent application or patent, or training for a career in the fields of intellectual property such as patents and other ancillary benefits related to same.

You agree to these Terms of Use:

Patent Mentor is a teaching website and does not render legal advice.

Courses regarding the preparation and filing of patent applications are administered by patent attorneys, but You remain responsible for the quality, content, and suitability of any patent application or the use of any document You have downloaded from this Website.

At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice or apply the law to the facts of your particular situation.

Examples of matters excluded from the scope of mentoring services are any services, instructions, opinions or advice concerning:

technologies involving chemical, biotechnology and biology science;

infringement of patents owned by others;

response to communications from the US patent office;

tracking and reminding students of filing deadlines;

LOSS OF PRIORITY FILING DATE OF YOUR PATENT APPLICATION.

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Before You Use this Website You Must Agree to Assume All Risks and Losses Resulting Directly or Indirectly from its Use.

The webpage You were viewing and any other webpage at uspatentmentor.com is not a substitute nor intended to be a substitute for legal advice from a competent attorney who is authorized to provide legal advice in Your jurisdiction. Only a competent attorney will know which facts are relevant, what law is applicable and be able to apply that law to those facts to advise You on the best course of action.

If You need an attorney consult Your yellow pages, local bar association or local law society.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

2. Ownership.

All rights and title in and to the Website and Program and Service (including without limitation any user accounts, titles, computer code, themes, objects, concepts, artwork, methods of operation, any related documentation, "applets" incorporated into the Program, attorney or mentor profile information, and the Program and Service client and server software) are owned by Patent Mentor, LLC. The Program and Service and the Website are protected by United States and international laws. The Program and Service and the Website may contain certain licensed materials, and Patent Mentor's licensors may enforce their rights in the event of any violation of this Agreement.

1. Establishing an Account.

You may establish one or more course accounts referred to as a user account (the "Account") You will be required to provide Patent Mentor with certain personal information, such as email address. Your failure to supply accurate information to Patent Mentor when requested, or to update that information as it changes, shall constitute a material breach of this Agreement.

During the registration process, You will be required to select a username and a password that are unique to the Account (collectively referred to hereunder as "Login Information"). You may not share the Account or the Login Information with anyone other than as expressly set forth herein.

Notwithstanding anything to the contrary herein, You acknowledge and agree that You shall have no ownership or other property interest in the Account, and You further acknowledge and agree that all rights in and to the Account are and shall forever be owned by and inure to the benefit of Patent Mentor.

2. Limitations on Your Use of the Website.

A. You agree that You will not (i) modify or cause to be modified any files that are a part of the Program and Service or the Website; (ii) use any third-party software that intercepts, "mines", scrapes or otherwise collects information from or through the Program and Service or the Website. You agree that You will not violate any applicable law or regulation in connection with Your use of the Program and Service or the Website.

B. Patent Mentor reserves the exclusive right to create derivative works based on the Program. You may not create derivative works based on the Program and Service without Patent Mentor's prior written consent.

3. Security of Login Information.

You are responsible for maintaining the confidentiality of Your Login Information, and You will be responsible for all uses of Your Login Information, whether or not authorized by You. In the event that You become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of Your Login Information, You must immediately notify Patent Mentor by emailing info@uspatentmentor.com.

4. Patent Mentor's Absolute Right to Suspend, Terminate and/or Delete the Account.

PATENT MENTOR MAY SUSPEND, TERMINATE, MODIFY, OR DELETE THE ACCOUNT AT ANY TIME WITH ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms of Use. In the event of any suspension, Patent Mentor shall reserve the right, at its sole and absolute discretion to retain any

and all monies paid by the user through a pro rata adjustment of the value in services received by the user prior to the suspension.

5. Changes to the Terms of Use Agreement or the Program.

Patent Mentor reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, including without limitation access policies, the availability of any feature of the Program, hours of availability, content, data, software or equipment needed to access the Program, effective with or without prior notice; provided, however, that material changes (as determined in Patent Mentor's sole and absolute discretion) will be disclosed as follows: Patent Mentor will provide You with notification of any such changes to the Program and Service through a patch process, or by email, postal mail, website posting, pop-up screen, or in-game notice. If any future changes to this Agreement are unacceptable to You or cause You to no longer be in compliance with this Agreement, You must terminate, and immediately stop using, the Program and Service and the Account. Your continued use of the Program and Service following any revision to this Agreement constitute Your complete and irrevocable acceptance of any and all such changes. Patent Mentor may change, modify, suspend, or discontinue any aspect of the Program and Service at any time. Patent Mentor may also impose limits on certain features or restrict Your access to parts or all of the Program and Service without notice or liability.

6. Termination.

This Agreement is effective until terminated. You may terminate this Agreement by terminating the Account. In the event that You terminate or breach this Agreement, You will forfeit Your right to any and all payments You may have made. You agree and acknowledge that You are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of this Agreement. Patent Mentor may terminate this Agreement with or without notice by terminating Your Account.

7. Warranty Disclaimer

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8. Limitation of Liability

PATENT MENTOR INCLUDING ANY OF ITS AGENTS, MENTORS, ATTORNEYS, PATENT AGENTS OR INSTRUCTORS SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM (A) THE USE OF OR INABILITY TO USE THE PROGRAM OR SERVICE OR WEBSITE INCLUDING WITHOUT LIMITATION LOSS OF THE INABILITY TO FILE FOR OR BE AWARDED A PATENT APPLICATION OR THE INABILITY FOR YOU TO BE ELIGIBLE TO TAKE ANY EXAMINATION FOR LICENSURE BEFORE THE UNITED STATES PATENT AND TRADEMARK OFFICE, OR ANY GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION; (B) THE LOSS OR DAMAGE TO USER DATA, ACCOUNTS, STATISTICS, RECORDS OF INVENTIONS, PATENT APPLICATIONS, USER PROFILE INFORMATION STORED BY PATENT MENTOR; OR (C) INTERRUPTIONS OF WEBSITE INCLUDING WITHOUT LIMITATION THE TEMPORARY UNAVAILABILITY OF A MENTOR, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF PRIORITY IN FILING A PATENT APPLICATION, DATA OR DISRUPTION OF WEBSITE. IN NO EVENT WILL PATENT MENTOR BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL PATENT MENTOR BE LIABLE FOR ANY EXTRAORDINARY OR CONSEQUENTIAL DAMAGES AND IN ANY CASE MAY CHOOSE IN ITS SOLE AND ABSOLUTE DISCRETION TO REFUND AN FEES PAID BY YOU IN CONNECTION WITH THE PROGRAM AND SERVICES IN DISPUTE IN FULL PAYMENT, ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS MADE BY YOU.

9. Force Majeure

Patent Mentor shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Patent Mentor, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Patent Mentor's control such as acts

of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

10. Equitable Remedies.

In the event that You breach this Agreement, You hereby agree that Patent Mentor would be irreparably damaged if this Agreement were not specifically enforced, and therefore You agree that Patent Mentor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Patent Mentor may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

11. Dispute Resolution and Governing Law

A. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), You and Patent Mentor agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. Patent Mentor will send its notice to Your billing address and email You a copy to the email address You have provided to us. You will send Your notice to info@uspatentmentor.com.

B. Binding Arbitration. If You and Patent Mentor are unable to resolve a Dispute through informal negotiations, either You or Patent Mentor may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and Your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator

to be excessive, Patent Mentor, LLC will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, You and Patent Mentor, LLC may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

C. Restrictions. You and Patent Mentor agree that any arbitration shall be limited to the Dispute between Patent Mentor, LLC and You individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

D. Exceptions to Informal Negotiations and Arbitration. You and Patent Mentor agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of Your or Patent Mentor's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. These Disputes must be determined by a court of competent jurisdiction residing in the State of Connecticut.

E. Location. If You are a resident of the United States, any arbitration will take place within the State of Connecticut. For residents outside the United States, any arbitration shall be initiated in the County of New Haven, State of Connecticut, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the State of Connecticut, United States of America, and You and Patent Mentor agree to submit to the personal jurisdiction of that court.

F. Governing Law. Except as expressly provided otherwise, this Agreement shall be is governed by, and will be construed under, the Laws of the United States of America and the law of the State of Connecticut, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly

excluded. For our customers who access the Website from Canada, Australia, Singapore, or New Zealand, other laws may apply if You choose not to agree to arbitrate as set forth above, and in such an event, shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If You access the Website from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 ("Act") may apply to the Game and/or the Website as supplied by Patent Mentor to You. If the Act applies, then notwithstanding any other provision in this Agreement, You may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Agreement. Those who choose to access the Website from locations outside of the United States, Canada, Australia, Singapore, or New Zealand do so on their own initiative contrary to the terms of this Agreement, and are responsible for compliance with local laws if and to the extent local laws are applicable.

12. Miscellaneous.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Terms of Use Agreement is the complete and exclusive statement of the agreement between You and Patent Mentor concerning the Website, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between You and Patent Mentor; This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and shall not be read to have any legal effect.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND THE FOREGOING TERMS OF THIS AGREEMENT AND AGREE THAT USE OF THE PROGRAM OR SERVICE AND/OR THE WEBSITE IS AN ACKNOWLEDGMENT OF YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

NOTE: PATENT MENTOR MAY WHEN YOU REGISTER IN THE PROGRAM AND SERVICE IN ITS SOLE AND ABSOLUTE DISCRETION PROVIDE A COPY OF THIS AGREEMENT AND REQUEST THAT YOU FAX OR EMAIL A SIGNED COPY OF THIS AGREEMENT OR ELECTRONICALLY PROVIDE YOUR SIGNATURE, BY TYPING

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