

TERMS OF USE

v.1.0 from 7/1/2021

Welcome to IPNOTE!

The Terms of Use (or “the Terms”) presented below are the basic rights and obligations established between IPNOTE, Inc. (or “we”, “us”) and you when you use IPNOTE Service. It is important to read the Terms carefully as they are the rules that govern the relationship between you and us and form a legally binding contact.

In order to use IPNOTE products and services (or “the Service”) you must first accept these Terms.

These Terms are accepted by you when you click to accept or agree to the Terms.

These Terms apply to all our users worldwide but there may be local laws that also apply specifically to you.

1. IPNOTE SERVICE

1.1. IPNOTE Service is a service available at: <https://app.ipnote.pro>, aimed at management of your intellectual property with other related functions of the Service. Full capacity of the IPNOTE Service is provided in the Personal Account. Service is used on the grounds of Service IPNOTE License under the terms specified herein.

1.2. In order to use the Service you shall create the Personal Account.

1.3. Personal Account means special section of the Service available for you after registration in the Service and registration (login and password), aimed at Service functions implementation and management of Service options (selection of tariff and services, monitoring the balance of unemployed funds, etc.).

1.4. To create a Personal Account you are required to provide information about yourself. You may be asked to create username and password. You are entirely responsible for maintaining the security of your e-mail address and password.

2. LEGAL CAPACITY

2.1. If you are under the age of consent in your country to form a binding agreement, you should only use the Service if you are either an emancipated minor, or have the legal consent of your parent or guardian for your use of our Services. You should use the Service only if you are fully able to understand and enter into and comply with these Terms.

2.2. The Services are not intended for children under 18.

3. LICENSE, SERVICES AND ADDITIONAL SERVICES

When you accept the Terms and register in the Service, we grant you the License to use the Service. Upon your request we can provide you our services (or the “Services”) and additional services of our partners (or the “Additional Services”).

3.1. LICENSE

3.1.1. We grant you the right to use the Service in the territory of all countries in the terms of non-exclusive license, and you pay us license fee in accordance with the clauses 3.1.4.-3.1.11. herein.

3.1.2. The license validity period is equal to the paid period of the Service usage.

3.1.3. You agree that in order to use the Service it is necessary to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, printers, scanners, etc.) produced and provided by the third parties, and we are not responsible for the quality of its operation and for the inability to use the Service due to improper actions of these third parties.

3.1.4. You pay licensee fee in behalf of us in accordance with the selected functions and tariffs specified in the Personal Account.

3.1.5. License fee payment is made in accordance with the procedure provided for in the Service, based on the data in your Personal Account.

3.1.6. Payments under the Terms are made US dollars as and when provided in the Service in accordance with selected tariffs.

3.1.7. The payment obligation shall be considered fulfilled on the day when the funds are credited to our current account.

3.1.8. We have the right not to return the license fee to the you if you refuse the license after the license is granted, as well as changes of the License parameters before the License expiration.

3.1.9. After the payment of the license fee we make and send to you the document confirming the payment (or the "Certificate") for the entire amount for the corresponding paid period via placement of a document scanned copy in the Personal Account in the Service. The documents shall be sent by the specified method unless you choose a different method of receipt.

3.1.10. You may to transfer to us an amount greater than the amount specified for payment in the Personal Account of the Service. The balance shall be displayed in your Personal Account and can be used to pay for the License, Services and Additional Services, as well as other products of the Service or Partners via the Service.

3.1.11. We may withhold your funds in payment for license fee for Service usage, its particular functions if you have unexpended funds (clause 3.1.10. herein).

3.1.12. You may write a request to us via the Service or to the e-mail address finance@ipnote.pro and choose any of the following methods for receipt of Certificates:

3.1.12.1. Receipt of paper documents via postal services;

3.1.12.2. Receiving documents by e-mail.

3.1.13. After receipt of Certificate you are obliged to review it and if there are motivated complaints about the content or essence of the Certificate you send it to us no later than 5 (five) days from the date of receipt of the Certificates. In case of non-submission of claims within the specified period the Certificate is considered accepted and you do not have any claims against us.

3.1.14. You have the right to:

3.1.14.1. Display (launch the Service in the browser on his own devices);

3.1.14.2. Use all the functionality of the Service in accordance with the selected license and the number of users during license validity;

3.1.14.3. View and download information from the Service during the license validity period within the limits stipulated by the terms of the selected Service tariff, as well as partially view information in the Service from the moment of termination of the license;

3.1.14.4. Select a method for receipt of Certificates in accordance with clause 3.1.12. herein;

3.1.15. You are obliged to:

3.1.15.1. Pay the license fee in a timely manner in accordance with clauses 3.1.4. - 3.1.11. herein;

3.1.15.2. Refrain from using the Service for purposes that do not comply with the terms of the license;

3.1.16.3. Make changes of bank account details and other information in the Service timely;

3.1.16.4. In case of loss or disclosure of the password, other confidential information related to the Terms, as well as change or loss of control over the e-mail addresses, immediately notify us;

3.1.16.5. Correspond with us only via the e-mail address or via the Service;

3.1.16.6. Promptly (no more than 2 days) respond to our messages regarding the use of the Service functions and interaction with other users of the Service.

3.2. OUR SERVICES

3.2.1. Upon your request we provide you with services for the payment of patent fees and other fees related to the registration of intellectual property objects in the established amount and as and when required, as well as other services offered in your Personal Account.

3.2.2. You shall pay us the cost of patent fees and other fees when selecting corresponding services as and when provided in the Service.

3.2.3. You shall also pay us the cost of services in the amount provided for in the tariffs of the Service.

3.2.4. Payment under clauses 3.2.2., 3.2.3. herein is made in accordance with the procedure provided for in the Service, based on the data in your Personal Account.

3.2.5. Clauses 3.1.6. and 3.1.7. herein shall apply for the terms of payment for our Services.

3.2.6. Upon completion of Services we draw the Certificate.

3.2.7. Within the framework of the legal relationship between the Parties regarding our Services, you have the right to:

3.2.7.1. Receive information about the process of the services rendering in your Personal Account;

3.2.7.2. To decline the Services provided until we begin to render the services by submitting a corresponding application in the Service. If we have already started rendering the Services at the time of submitting the application, you shall reimburse all our costs in that case.

3.2.8. Within the framework of the legal relations of the Parties regarding the, you are obliged to:

3.2.8.1. Timely pay the cost of patent fees and other fees as well as the cost of services provided for in clause 3.2.3. herein;

3.2.8.2. Provide us with the necessary information related to the payment of patent fees and other fees in accordance with the procedure provided for in the Service.

3.3. ADDITIONAL SERVICES

3.3.1. Upon your request we provide on your behalf of and at your expense intellectual property management services as well as other services provided for in the Service (Additional Services).

3.3.2. In order to provide Additional Services we engage third parties (Partners) acting on the basis of agency agreements between us (agent) and Partners (principals). You select a Partner who provides Additional Services from the list of Partners in the Service.

3.3.3. The list of Additional Services performed by a Partner is specified in the Service. Rendering of other intellectual property management services that are not listed in the Service is available upon consultation between you and the Partner in Service.

3.3.4. The price of Additional Services includes its cost and our remuneration.

3.3.4.1. The cost of Additional Services is set in the Service in accordance with the selected tariff.

3.3.4.2. Our remuneration is set in the Service in accordance with the selected tariff.

3.3.5. Payment under clause 3.3.4. herein is made in accordance with the procedure provided for in the Service based on the data in the Personal Account.

3.3.6. Clauses 3.1.6. and 3.1.7. herein shall apply for the terms of payment for Additional Services.

3.3.7. Upon completion of Additional Services we draw the Certificate.

3.3.8. Within the framework of the legal relations between the Parties regarding the Additional Services you have the right to receive information about the process of the Additional Services rendering in the Personal Account in the Service.

3.3.9. Within the framework of the legal relations of the Parties regarding the Additional Services you are obliged to provide accurate and necessary for Additional Services rendering information when and as required in the clause 3.3.5. herein.

4. USE OF THE SERVICE

4.1. You must use the Service in accordance with the Terms and your local laws. In some countries there may be restrictions on the use of the Service. It is your responsibility to ensure that you are legally allowed to use the Service where you are located.

4.2. We ensure the non-disclosure of your confidential information posted in the Service in accordance with the Privacy Policy. The Privacy Policy is incorporated into the Terms of use by this reference.

4.3. You agree that you will not use the Service:

4.3.1. for any purpose that is illegal or prohibited in the Terms or by any applicable laws;

4.3.2. to encourage or promote any activity that violates these Terms or any applicable laws;

4.3.3. in any way that could interfere with, disrupt, affect negatively, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or otherwise impair the functioning of our Services or our security;

4.3.4. to transmit through the Services any material that may infringe the intellectual property or other rights of third parties;

4.3.5. to build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services;

4.3.6. to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation;

4.3.7. to upload viruses or other malicious codes or otherwise compromise the security of our Services;

4.3.8. to engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service;

4.3.9. to access or try to access another user's account without user's consent or illegal.

4.4. You may not use the Service, including any tools provided by us, or any content on our Service for any commercial purposes without our consent.

4.5. You are not entitled to transfer your rights under the Terms to the third party in the absence of our prior written consent.

4.6. Each Party provides the other Party with the following warranties:

4.6.1. Acceptance of the Terms by the Party has been duly approved by necessary corporate actions performance and in the future it shall not and will not create (a) violation of any provision of the law, rules, regulations, orders, judgments, injunctions, rules, decrees in force and applicable to the Terms, or any provision of the Charter of the Party; (b) contradiction or noncompliance with the provisions of any other agreement entered into by the Party.

4.6.2. The Terms established lawful and binding obligations of Parties, performance of which may be enforced in accordance with the provisions herein.

4.6.3. The Party has necessary permissions and (or) approvals if such permissions and (or) approvals are required for the acceptance of the Terms.

4.6.4. Parties ensure that using the Service they will not violate copyright, patent and any other rights of the third parties, that they will not commit any other wrongdoings including wrongdoings related to the corruption.

5. EXCLUSION OF WARRANTIES

5.1. NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU:

5.1.1. CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE; AND

5.1.2. ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

5.2. THE SERVICE IS PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO IT. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

5.2.1. YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;

5.2.2. YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;

5.2.3. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE OR FREE FROM ERROR; AND

5.2.4. DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

5.3. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, NO CONDITIONS, REPRESENTATIONS, WARRANTIES, STATEMENTS OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICE EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS.

6. LIMITATION OF LIABILITY

6.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE LEGAL THEORY, OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. WE SHALL NOT BE LIABLE TO YOU WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS OR THE PROVISION OR RECEIPT OF THE SERVICES FOR:

6.2.1. ANY LOSS OF PROFIT

6.2.2. ANY LOSS OF GOODWILL;

6.2.3. ANY LOSS OF OPPORTUNITY;

6.2.4. ANY LOSS OF DATA;

6.2.5. ANY LOSS OF BUSINESS;

6.2.6. ANY BUSINESS INTERRUPTION;

6.2.7. ANY LOSS OF BUSINESS REPUTATION; OR

6.2.8. ANY INDIRECT OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE.

6.3. OUR TOTAL AGGREGATE LIABILITY WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS AND THE PROVISION AND RECEIPT OF THE SERVICES WILL BE LIMITED TO THE HIGHER OF \$ 100,00.

6.4. YOU ACKNOWLEDGE AND AGREE THAT SUBJECT TO THE CLAUSE 6.1, WE SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE FOR ANY LIABILITY, LOSS, EXPENSE (INCLUDING LEGAL FEES), COST CLAIM OR DAMAGES WHICH MAY BE INCURRED BY YOU OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH: ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER WHOSE ADVERTISING APPEARS ON THE SERVICES; ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

7. DISPUTE RESOLUTION

7.1. If you are USA resident, you agree that the parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.

7.2. You agree that in the event of any dispute between you and us, you will first contact us and make an effort to resolve the dispute through negotiations. You can contact us: support@ipnote.pro.

7.3. If you are a consumer, the laws of the country in which you reside will apply to any claim, cause of action or dispute that arises out of or relates to the Terms. You may submit your claim in any competent court in that country that has jurisdiction over the claim.

7.4. Unless prohibited by the laws of your home country all claims and disputes (whether contractual or otherwise) arising out of or relating to the Terms will be brought exclusively in the courts of Delaware, USA.

8. MISCELLANEOUS

8.1. The Terms shall be governed by and construed under the laws of the State of Delaware, USA.

8.2. As we use third parties services, we have no control over these services.

8.3. We may amend the Terms from time to time. Amendments will be effective upon posting of such updated Terms on the website: <https://content.ipnote.pro/docs/terms-for-users-en>. Your continued access or use of the Service after such posting constitutes your consent to be bound by the Terms, as amended.

8.4. We may automatically update our web service <https://app.ipnote.pro> and change the Service to improve performance, add (or remove) new features, enhance functionality, reflect changes to the operating system or address security issues.

8.6. The Party is obliged to inform another Party about changes of the name, address, contact information, bank account details and other details if such information is necessary for the due performance of obligations under the Terms no later than 5 (five) days from the date of the change of such details or faster, if this is subject to the circumstances. The guilty Party bears the risk of occurrence of any negative consequences in connection with late notification of changes in the details.

8.7. Time limits provided for in the Terms are calculated in calendar days unless otherwise specified for a specific case.