

**TERMS OF USE AND NOTICES  
AGREEMENT BETWEEN USER AND IPO**

Welcome to the IPO Web site. Please review the terms and conditions concerning the use of this site and its associated content. By accessing, using or downloading content from this Web site, you agree to follow and be bound by these terms and conditions.

The IPO.org Web site is comprised of various Web pages operated by IPO and/or its respective members (collectively "IPO"). The IPO Web Site and associated services (collectively "IPO WEB SITE") is offered to you conditioned upon your acceptance of the terms, conditions, and notices contained herein. Your use of the IPO WEB SITE constitutes your agreement to all such terms.

**COPYRIGHT NOTICE.**

Copyright © 2001-2012 Intellectual Property Owners Association, 1501 M ST. N.W., Suite 1150, Washington, D.C. 20005. All rights reserved. Unless otherwise stated, the IPO WEB SITE is copyrighted by the IPO. Your rights to use the IPO WEB SITE are in accordance with all of the following the terms and conditions. Any rights not expressly granted herein are reserved.

**MODIFICATION OF THESE TERMS OF USE.**

IPO reserves the right to modify the terms, conditions, and notices under which the IPO WEB SITE is offered, including but not limited to the changes associated with the use of the IPO WEB SITE. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular portions of the IPO WEB SITE. Your continued use of the IPO WEB SITE constitutes your agreement to all such terms, conditions, and notices, and any subsequent modifications.

**NOTICE AND DISCLAIMER; NO PROFESSIONAL ADVICE.**

All content and information (collectively "Information") posted on the IPO WEB SITE and/or in email alerts is being provided by the IPO for informational purposes only. The Information is intended solely as general guidance on the intellectual property process and does not constitute legal, tax, accounting, professional, or any other form of advice. Users of the Information on the IPO WEB SITE should not act upon any of the Information provided on this Web site for purposes of providing legal, tax, accounting or any other form of professional advice. If you are not an attorney (or patent agent), do not act on the Information received on this Web site without first seeking the advice of professional legal counsel.

**NOTICE REGARDING PERSONAL AND NON-COMMERCIAL USE LIMITATION.**

Permission to use the Information (such as Web pages, professional papers, press releases, datasheets and FAQs) from this Web site server ("Server") is granted, provided that (1) the below copyright notice appears on all copies and that both the copyright notice and this permission notice appear, (2) use of such Information from this Server is for internal, informational, non-commercial or personal use only and will not be copied or posted on any network computer, Web site or broadcast in any media, and (3) no modifications will be made to any of the Information.

Information as specified above does not include the design or layout of the IPO.org Web site or any other IPO owned, operated, licensed or controlled Web site. Elements of the IPO WEB SITE is protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the IPO WEB SITE may be copied or retransmitted unless expressly permitted by IPO.

IPO AND/OR ITS RESPECTIVE MEMBERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IPO AND/OR ITS RESPECTIVE MEMBERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED

WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL MICROSOFT AND/OR ITS RESPECTIVE MEMBERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS SERVER.

THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON THIS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. IPO AND/OR ITS RESPECTIVE MEMBERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE INFORMATION PROVIDED HEREIN AT ANY TIME.

**NOTICE REGARDING GOVERNMENT USERS.**

Use duplication or disclosure of the Web Site Information by the U.S. Government is subject to the restrictions set forth herein as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

**NOTICES REGARDING INFORMATION AND SERVICES AVAILABLE ON THIS WEB SITE.** IN NO EVENT SHALL IPO AND/OR ITS RESPECTIVE MEMBERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION CONTAINED HEREIN, OR PROVISION OF OR FAILURE TO PROVIDE SERVICES FROM THIS SERVER.

**NOTICE REGARDING SECURITY; NO UNLAWFUL OR PROHIBITED USE.**

This is a private computer system. Unauthorized users will be prosecuted to the fullest extent of the law. Access to the IPO WEB SITE is limited to its use by only those pre-authorized by the IPO to use this Web site. It is to be used solely for matters sponsored and sanctioned by the IPO. Misuse or inappropriate use may be subject to or result in legal action to protect the interest of the IPO and/or its respective members. As a condition of your use of the IPO WEB SITE, you will not use the IPO WEB SITE for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the IPO WEB SITE in any manner that could damage, disable, overburden, or impair any IPO WEB SITE (or the network(s) connected to any IPO WEB SITE) or interfere with any other party's use and enjoyment of any IPO WEB SITE. You may not attempt to gain unauthorized access to any IPO WEB SITE, other accounts, computer systems or networks connected to any IPO WEB SITE, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the IPO WEB SITE.

**NOTICE REGARDING MEMBER ACCOUNT, PASSWORD AND SECURITY.**

If a particular portion of the IPO WEB SITE requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the application registration form. You will then choose a password and be assigned a user name. You are entirely and solely responsible for maintaining the confidentiality of your password and account information. Furthermore, you are entirely and solely responsible for any and all activities that occur under your account. You agree to notify IPO immediately of any unauthorized use of your account or any other breach of security. IPO will not be liable for any loss that you may incur as a result of someone else using your account and/or password, either with or without your knowledge. However, you could be held liable for losses incurred by IPO or another party due to someone else using your account and/or password. You may not use anyone else's account at any time without the permission of the account holder.

**NOTICE REGARDING USE OF SERVICES; RULES OF CONDUCT.**

The IPO WEB SITE may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk mail, spamming, or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, , corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of an MSN Site/Service(s) or other user or usage information or any portion thereof.

IPO has no obligation to monitor the Communication Services. However, IPO reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. IPO reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Users who fail to respect these Rules of Conduct may receive one or more warnings, removal of posts that violate these Rules, temporary suspension or permanent exclusion from the IPO WEB SITE. IPO has sole discretion to apply any of these sanctions at any time without prior notice. IPO reserves the right to modify these Rules at any time without prior notice.

IPO, at all times, reserves the right to disclose any information as IPO deems necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in IPO's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. IPO does not control or endorse the content, messages or information found in any Communication Service and, therefore, IPO specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized IPO spokespersons, and their views do not necessarily reflect those of IPO. Materials uploaded to a Communication Service may be subject to posted limitations on usage,

reproduction and/or dissemination. You, the user, is responsible for adhering to such limitations if you download the materials.

**NOTICE REGARDING OWNERSHIP OF MATERIALS PROVIDED TO IPO OR POSTED ON ANY IPO WEB SITE.**

IPO does not claim ownership of the materials you provide to IPO (including feedback and suggestions) or post, upload, input or submit to any IPO WEB SITE for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting IPO, and its members and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. IPO is under no obligation to post or use any Submission you may provide and IPO may remove any Submission at any time in its sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own, have obtained, or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

**NOTICE REGARDING ENDORSEMENT OR SPONSORSHIP BY IPO.**

ANY DEALINGS YOU, THE USER, HAS WITH THIRD PARTIES (INCLUDING ADVERTISERS) INCLUDED WITHIN THE IPO WEB SITE OR PARTICIPATION IN PROMOTIONS, INCLUDING THE DELIVERY OF AND THE PAYMENT FOR GOODS AND SERVICES, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS OR PROMOTIONS, ARE SOLELY BETWEEN YOU, THE USER, AND THE ADVERTISER OR OTHER THIRD PARTY. IPO AND/OR ITS RESPECTIVE MEMBERS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PART OF ANY SUCH DEALINGS OR PROMOTIONS.

**NOTICE REGARDING LINKS TO THIRD PARTY SITES.**

THE LINKS IN THIS AREA WILL LET YOU LEAVE IPO'S WEB SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF IPO AND IPO IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. IPO IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. IPO IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY IPO OF THE SITE.

**NOTICE REGARDING UNSOLICITED IDEA SUBMISSION POLICY.**

IPO OR ANY OF ITS MEMBERS DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN IPO'S INFORMATION, CONTENT OR EFFORTS MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO IPO. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO IPO OR ANYONE AT IPO. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT IPO MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

**NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent.

Written notification must be submitted to the following Designated Agent:

**Service Provider(s):** \_\_\_\_\_  
**Name of Agent Designated to Receive Notification of Claimed Infringement:** \_\_\_\_\_  
**Full Address of Designated Agent to Which Notification Should be Sent:** \_\_\_\_\_  
**Telephone Number of Designated Agent:** \_\_\_\_\_  
**Facsimile Number of Designated Agent:** \_\_\_\_\_  
**Email Address of Designated Agent:** \_\_\_\_\_

To be effective, the Notification must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above:  
Service Provider shall remove or disable access to the material that is alleged to be infringing;  
Service Provider shall forward the written notification to such alleged infringer ("Subscriber");  
Service Provider shall take reasonable steps to promptly notify the Subscriber that it has removed or disabled access to the material.

**Counter Notification:**

To be effective, a Counter Notification must be a written communication provided to the Service Provider's Designated Agent that includes substantially the following:

- A physical or electronic signature of the Subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the Subscriber will accept service of process from the person who provided notification or an agent of such person

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:  
Service Provider shall promptly provide the Complaining Party with a copy of the Counter Notification;  
Service Provider shall inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days; and  
Service Provider shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification,

provided Service Provider's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Service Provider's network or system.

For general questions, please contact [webmaster@ipo.org](mailto:webmaster@ipo.org).