

## TERMS OF USE

**PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS OF USE”) CAREFULLY BEFORE ACCESSING OR PARTICIPATING IN ANY WEBSITE, TRANSACTION, OR SERVICE MADE AVAILABLE BY PATNOTATE LLC (“PatNotate,” “our,” “us,” or “we”) AT ENTRY-POINT URL (<http://www.patnotate.com>) AND ANY RELATED WEBSITE (“SITE”). BY USING OR PARTICIPATING IN THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND AGREE THAT THE TERMS OF USE CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND PATNOTATE, AND THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, THEN PLEASE DO NOT ACCESS THE SITE.**

### Age Restrictions

Accessing and participation on the Site is restricted to those individuals over 18 years of age, emancipated minors, or those who possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By accessing or participating in services or functions on the Site, you hereby represent that you are over 18 years of age, an emancipated minor or in possession of consent by a legal parent or guardian and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 13 as the Site is not intended for children under 13. If you are under 13 years of age, then do not use the Site. In addition, those who wish to register and participate must meet the minimum requirements laid out in the Terms of Use (this document).

### Right of Modification

We reserve the right to change or modify the Terms of Use at our sole discretion at any time. Any change or modification to the Terms of Use will be effective immediately upon posting by us. For any material changes to the Terms of Use, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Site after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Use. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.

### Condition of Accessing the Site

You agree not to and not enable others to (a) reproduce, duplicate, copy, store, save, screenshot, email, social media post, text message, image, photograph, video, sketch, recreate, regenerate, reverse engineer, sell, resell, or exploit any portion of the Site including any portions of a graphical user interface thereof

or annotated images other than as expressly allowed under these Terms of Use; (b) use PatNotate's trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high-volume, automated, or electronic means to access the Site (including without limitation, robots, spiders, scripts or web-scraping tools); (d) frame the Site, place pop-up windows over its pages or otherwise affect the display of its pages; (e) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site; or (f) otherwise act in a fraudulent, illegal, malicious, or negligent manner when using the Site. Except as expressly provided herein, PatNotate reserves all rights with respect to the Site, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations.

You agree that you will not challenge or enable others to challenge the validity of any intellectual property associated with PatNotate, its affiliates, its licensors, and/or its licensees in any legal forum, including courts, tribunals, administrative agencies, or arbitration proceedings, in United States and all foreign countries.

You agree that you will not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent or enable others to misrepresent or attempt to misrepresent your or their identity while using the Site.

### **User Accounts**

In order to fully participate in all public Site activities, you may register for a personal account on the Site (a "User Account") by providing an email address and a password for your User Account. You agree that you will never divulge, share access, or access information to your User Account with any third party for any reason. You also agree that you will create, use, and access only one User Account, and that you will not access or enable others to access the Site using multiple User Accounts.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and location. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current, and complete, and you agree that you will maintain and update your information to keep your information accurate, current, and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your use of the Site.

When these Terms of Use have been accepted and agreed to by you, then the password that you create will subsequently be activated to enable you to access the Site. Each individual user is responsible to remember and protect such password and not to disclose such password to any other person. Remember to choose a strong password, including numbers, capital letters, special characters, etc., and to ensure

that such password is not typically found in a dictionary. In the event your password is lost or stolen, then it is your responsibility to notify PatNotate at the address listed in the “Contact Us” section.

You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other form of identity, whether chosen by you or provided by us, at any time at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Privacy Policy**

You understand that any personal information you submit to PatNotate on the Site will be treated by PatNotate in the manner described in the Privacy Policy below.

### **Permission to Use Materials**

All content or other materials available via the Site, including but not limited to code, images, text, layouts, arrangements, formats, displays, illustrations, annotations, translations, images, figures, drawings, user interfaces, audio and/or video clips, HTML files, and any other content available via the Site, are the property of PatNotate and/or its affiliates and/or licensors and/or licensees, and are protected by copyright, patent, and/or other intellectual property rights under the laws of the United States, State of New Jersey, and/or foreign laws. In consideration for your agreement to the Terms of Use contained herein, PatNotate grants you a personal, non-exclusive, non-transferable, temporary, limited license to access and use the Site. You may download some material from the Site only for your own personal, non-commercial, and not anti-PatNotate use. You will not, nor will you enable others to, otherwise copy, store, save, screenshot, email, social media post, text message, image, photograph, video, sketch, recreate, regenerate, reverse engineer, reproduce, retransmit, distribute, publish, commercially exploit, or transfer any content or other material available via the Site, nor will you modify or create or enable others to modify or create any derivative works of any content or other material available via the Site, nor will you use or enable others to use the Site or any of its contents for any use or evidence in any lawsuit, tribunal, administrative proceeding, arbitration proceeding, or complaint of any negative nature to PatNotate in any jurisdiction, whether in an official legal document that initiates or continues legal proceedings in court, tribunal, administrative agency, arbitration forum, or otherwise against PatNotate, and/or its affiliates and/or licensors and/or licensees. You will not challenge or enable others to challenge the validity of any intellectual property associated with any content or other materials available via PatNotate, its affiliates, its licensors, and/or its licensees in any legal forum, including courts, tribunals, administrative agencies, or arbitration proceedings, in United States and all foreign

countries. The burden of determining that your use, or your enabling of others' use, of any information, software, or any other content on the Site is permissible beyond any reasonable doubt solely rests with you.

### **Personal Responsibility and Assumption of Risk**

As a user of the Site, you agree that you are using your own judgment in using our Site and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to the Site. This Site is merely to provide you with some tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions, and results based on the use, misuse, or non-use of this Site.

### **Errors and Omissions**

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of any information on our Site. Reasonable efforts have been made to present you with accurate, up-to-date information, but because the nature of OCR is constantly evolving, we cannot be held responsible or accountable for any accuracy, timeliness, performance, completeness, or suitability of our content. We assume no liability for errors or omissions on the Site, its content, or in other information referenced by or linked to the site. You acknowledge that such information may contain inaccuracies, omissions, or errors to the fullest extent permitted by law.

### **User Material**

With respect to all material ("User Content") you make available in connection with your use of the Site, such as annotation corrections or comments, and subject to the Privacy Policy, you hereby immediately grant PatNotate a fully transferable, worldwide, perpetual, royalty-free, non-revocable, and exclusive license to use, distribute, sublicense, reproduce, modify, adapt, create derivative works, publicly perform, and publicly display such User Content. To the extent that you provide User Content, you represent and warrant to PatNotate that (a) you have all necessary rights, licenses, and/or clearances to provide and use User Content and permit PatNotate to use such User Content as provided above; (b) such User Content is accurate and complete; (c) as between you and PatNotate, you shall be solely responsible for the payment of any third party fees related to the provision and use of such User Content, and (d) such User Content does not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property, and any other rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice.

The Site may also provide you with an ability to upload or send information to PatNotate regarding the Site or related services ("Feedback"). By submitting Feedback, you hereby grant PatNotate a fully

transferable, worldwide, perpetual, royalty-free, non-revocable, and exclusive license to use, disclose, reproduce, distribute, sublicense, prepare derivative works of, publicly perform and publicly display any such submission.

Any User Content or Feedback you post to the Site is considered non-confidential and non-proprietary. You understand and acknowledge that you are solely responsible for any User Content and Feedback you submit or contribute, and you, not PatNotate, have fully and sole responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

### **Links to Other Sites**

The Site may include hyperlinks to sites maintained or controlled by others. PatNotate is not responsible for, nor does PatNotate routinely screen, approve, review, or endorse the contents of or use of any of the products or services that may be offered at these sites.

### **Social Media**

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party website to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party website.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional Terms of Use we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions thereof to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

## **Online Store**

The Site includes an online store where you can purchase services (“Products” or “Services”) provided by PatNotate, and is available subject to your compliance with the Terms of Use container herein.

Payment. In using this Site, you agree to pay the amounts owed to PatNotate via Credit Card or PayPal®.

No Returns – ALL SALES FINAL. All sales are FINAL. We do not accept returns.

Exclusions and Limitations; Consumer Protection Notice. If you are a consumer, then the provisions in this Agreement are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. In any event, PatNotate reserves all rights, defenses, and permissible limitations under the law of your State of residence.

## **Choice of Law/Forum Selection**

The Site is managed by PatNotate located in Bergen County, New Jersey. You agree that any dispute arising out of or relating to these Terms of Use or any content posted to the Site, whether based in contract, tort, statutory, or other law, will be governed by the laws of the State of New Jersey, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Bergen County, New Jersey as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the Site where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), any dispute or controversy arising out of or relating to these Terms of Use, including without limitation, any and all disputes, claims (whether in tort, contract, statutory, or otherwise) or disagreements concerning the existence, breach, interpretation, application, or termination of these Terms of Use shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) then in effect. The arbitration shall take place in Bergen County, New Jersey or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by the AAA. The arbitral tribunal (“Tribunal”) shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, then the AAA shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this Section shall prevent either Party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The

parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

You agree to arbitrate with PatNotate only in your individual capacity and not as a representative or member of a class or in any consolidated or representative proceeding. As such, your claims may not be joined with any other claims and there shall be no authority for any dispute to be arbitrated on a class action basis or brought by a purported class representative. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found illegal or unenforceable as to all or some parts of a dispute, then those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. For certain claims, like violations of these Terms of Use or breaches of intellectual property rights, we reserve the right to seek injunctive relief in a court of competent jurisdiction. All arbitrations shall be initiated in Bergen County, New Jersey.

#### **Site Controlled from United States**

This Site is controlled from offices within the United States. PatNotate makes no representation that content or materials in this Site are appropriate or available for use in other jurisdictions. Access to this Site content or materials from jurisdictions where such access is illegal is strictly prohibited. If you choose to access this Site from other jurisdictions, then you do so at your own risk. You are always solely responsible for your compliance with applicable laws.

#### **Not Authorized to Do Business in Every Jurisdiction**

PatNotate is not authorized to do business in every jurisdiction. Information published on this Site may contain references or cross-references to goods or services that are not available in your state or country.

#### **Disclaimer of Warranty / Limitation of Liabilities**

THE SITE AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PATNOTATE DOES NOT WARRANT, AND HEREBY DISCLAIM ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY,

ADEQUACY OR COMPLETENESS OF ANY SITE, INFORMATION OBTAINED FROM A SITE, OR LINK TO A SITE. PATNOTATE DOES NOT WARRANT THAT SITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, PATNOTATE DOES NOT WARRANT THAT (A) THE PRODUCTS OR SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SITE WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE SITE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE PRODUCTS OR SITE WILL BE CORRECTED. PATNOTATE DOES NOT MAKE ANY REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SITE, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE SITE MAY BE IMPAIRED. PATNOTATE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE PRODUCTS OR SITE OR ANY INFORMATION OR SERVICES RELATED TO THEM.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE PRODUCTS AND SITE OR SUCH INFORMATION OR SERVICES IS AT YOUR OWN RISK.

EXCEPT AS PROHIBITED BY LAW, YOU AGREE THAT PATNOTATE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE PRODUCTS, SITE, DATA LOSS, YOUR PLACEMENT OF CONTENT ON THE SITE, YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE SITE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE PRODUCTS OR THE SITE.

EXCEPT AS PROHIBITED BY LAW, PATNOTATE WILL NOT HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OR INABILITY TO USE THE PRODUCTS OR SITE, DATA LOSS, ANY PURCHASES ON THIS SITE, YOUR PLACEMENT OF CONTENT ON THE SITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH ANY SITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY, OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. PATNOTATE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE USER'S USE OF THE SITE WILL NOT EXCEED TWO HUNDRED U.S. DOLLARS (\$200) OR THE TOTAL AMOUNT OF FEES RECEIVED BY PATNOTATE FROM THE USER FOR THE USE OF THE SITE DURING THE PAST 12 MONTHS OF USE, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF SERVICE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PATNOTATE, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO PATNOTATE'S ABILITY TO MAKE THE PRODUCTS AND SITE AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED WITH PREJUDICE.

### **Copyright Policy**

The Digital Millennium Copyright Act (the "DMCA") may provide some recourse for some copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the PatNotate's Site infringe your copyright, then you (or your agent) may send us a notice requesting that the material be removed, or access to that material be blocked.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works at that Site); (c) identification of the material that is claimed to be infringing or the subject of infringing activity and that

is to be removed or access to which is to be disabled, and information reasonably sufficient to allow PatNotate to locate the material on the Site; (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as the name, address, telephone number, and email address (if available) of the complaining party; (e) 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 (f) 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.

Notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Site should be sent to:

PATNOTATE LLC

5 Tenafly Road, Suite 413, Englewood, NJ, 07631

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

### **Indemnification**

You agree to indemnify, defend, and hold harmless PatNotate, their respective subsidiaries and affiliates and/or licensors and/or licensees, and each of their respective officers, directors, agents, employees, and assignees, from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your use or attempted use of the Site or Products in violation of the Terms of Use; (b) your violation of any law or rights of any third party, or (c) information that you post or otherwise make available on the Site, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

### **Termination Rights**

You agree that PatNotate, in their sole discretion, may deny your use of the Site or terminate your use of the Site or your participation in the Site, for any reason or no reason and that PatNotate shall not have any liability to you for any such action.

## **Entire Agreement; Severability**

You acknowledge that you have read and understood these Terms of Use and that you agree to be bound by their Terms of Use. You further agree that these Terms of Use, together with the Privacy Policy below, which is hereby incorporated into these Terms of Use by reference, constitute the complete and exclusive statement of the agreement between you and PatNotate and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms of Use. If any provision of these TERMS OF USE is found unenforceable, then such finding shall not affect the validity of any remaining provisions of these Terms of Use, which shall remain valid and enforceable according to their terms.

## **Contact Us**

For further information, or inquiries about these Terms of Use, please contact:

PATNOTATE LLC

5 Tenafly Road, Suite 413, Englewood, NJ, 07631

646-543-2876

help@patnotate.com

August 9, 2019

## **PRIVACY POLICY**

Your privacy is important to us. PatNotate LLC ("PatNotate," "our," "us" or "we") reserves the right to change this Privacy Policy from time to time at its sole discretion and without sending notice to you, so you should review this Privacy Policy periodically. The effective date of this notice and any revised or changed notice may be found on this page. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.

### **How We Collect Your Information**

PatNotate licenses access to our website (the "Site"), software, and services (collectively, the "Services") to you ("you" or "your"), under our Terms of Use, above, and any applicable End User License Agreement.

When you place an order on our Site, use our Services, download, activate or register a product or Service with us, you will be prompted to provide certain types of personally identifiable information, such as

your name, postal address, email address, telephone number, financial information (such as your credit card number) and other unique identifying information such as geo-location, user IDs and passwords, transaction information and product and service preferences. We collect this information. We also collect the email addresses of customers who communicate with us via e-mail and those who provide their email address when joining our mailing list. In addition, we collect personally identifiable information that is voluntarily provided to us by visitors to our Site or who use our Services in connection with activities such as survey information and member account registrations.

We may collect non-personally identifiable (anonymous) information from all visitors to our Site and users of our Services, regardless of whether they place an order with us or download software, volunteer such information, communicate with us, join our mailing list or otherwise. We may use such information and aggregate it with other information to track, for example, the total number of visitors to our Site and/or use our Services, the number of visitors to each page of our Site, the domain names of our visitors' Internet service providers, and how our users use and interact with the Site and Services, such as downloading a product. We may share this non-identifiable and aggregate data with our affiliates, agents and business partners, or disclose aggregated user statistics in order to describe our Site and Services to current and prospective business partners, and to other third parties for other lawful purposes.

We may also collect information about you from commercially available sources. Such information may include your name, address, email address and demographic data. The information we collect from these sources may be used along with the information that we collect from you when you visit the Site or use the Services.

### **Cookies and Other Information Gathering Tools**

Like many sites, we use "cookies." A cookie is a piece of information that a website sends to your computer which is stored in a file on your computer's hard drive. A cookie does not tell us your individual identity unless you have chosen to provide it to us. Cookies allow us to, among other things, measure activity on our Site and to personalize your experience. For example, cookies enable us to remember your viewing preferences without requiring you to re-type a user name and password. Cookies also allow us to track your status or progress when ordering products from us. If you choose, you can set your browser to reject cookies or you can manually delete individual or all of the cookies on your device by following your browser's help directions. However, if you reject or delete cookies you may have trouble accessing and using some of the pages and features on our Site. We also may use other information gathering tools such as web beacons and embedded web links.

We may also make use of log files in order to track information such as Internet protocol (IP) addresses, browser type, internet service provider (ISP), platform type and date/time stamps. The log files may also contain information we gather that can be used in trend analysis, administration of the site, and

overall demography tracking; this information is gathered through the counting of clicks and not linked to personally identifiable information.

### **Children's Information**

We do not knowingly collect personally identifiable information from children under the age of 18 and we do not target our Site or Services to children under the age of 18, nor do we wish to receive any such information.

### **Mobile Devices**

PatNotate's technology may also collect the unique identifier ("Device Identifier") for any computer, mobile phone, tablet or other device (any of which are referred to herein as a "Device") used to access the Site. A Device Identifier is a number that is automatically assigned to your Device, and our servers identify your Device by its Device Identifier. Some mobile service providers may also provide us or our third-party service providers with information regarding the physical location of the Device used to access the Site.

### **How We Use Your Information**

We use your personally identifiable information to fulfill purchases that you make through our Site or Services, for marketing purposes, to provide service and support, and to improve the quality and type of applications we make available via our products. We share the information with affiliates and other reputable organizations for service, support and marketing purposes.

If you provide us with your postal or email address, then you may receive periodic mailings from us with information about products, services and upcoming events. We may share your information with select business partners so that they may offer products and services that we believe will be attractive to our customers and to those who have subscribed to our mailing list.

In addition, we may disclose personally identifiable information you provide to third parties if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) complete the [sales/donation] transaction, such as providing your shipping information to our carrier; (b) comply with legal process; (c) respond to claims that any information you provide violates the rights of third parties; (d) protect the rights, property, or personal safety of PatNotate, its users and/or the public; or (e) in relation to the sale, assignment, transfer or acquisition of all or substantially all of PatNotate assets or shares by a third party.

When you provide us with your credit card information, we may redirect that information to certain third parties only for the purpose of payment processing in accordance with their own privacy and security policies.

### **Third Party Ad Servers; Behavioral Advertising**

We may participate in behavioral-based advertising and use third-party service providers to serve ads on our behalf on the Site. Such providers may collect information about your visits to our Site and use of our Services. They may use information about your visits to this Site and use of our Services to target advertisements for goods and services.

We also work with third parties to monitor certain pages of our Site and Services for the purpose of reporting website traffic and other advertising statistics. These third parties may use cookies and/or other monitoring technologies to compile anonymous statistics about our Site visitors and Service users.

### **Links to Third Party Websites**

The Site and Services may contain links to third-party websites for your convenience and information. We do not control those websites or make any representations or warranties about their use or the third-party policies that govern such use. Any personal information that is obtained by third parties is not covered by this Privacy Policy. We encourage you to review the privacy policies of third-party websites.

### **Integrating Third Party Services within the Services**

The Service may allow you to enable various online third-party services to be directly integrated into your device. By enabling such third-party services, you are allowing us to share log-in information and other relevant information with these service providers. However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and we shall have no liability or responsibility for the privacy practices or other actions of any third-party service that may be enabled within the Services.

### **Security**

We maintain reasonable and appropriate security procedures, but we cannot guarantee that your information will be secure in every circumstance.

### **Notices**

If we are required to provide you with notice of a particular event or incident, then we will send you such notice by mail, email, or telephone.

### **Changing Your Information**

If you believe that you have provided us with information that is incorrect or that needs to be updated you may contact us by emailing [help@patnotate.com](mailto:help@patnotate.com).

### **Opt-Out / Unsubscribe from Email Marketing**

You can access the Site without providing any personally identifiable information. However, you may not be able to use certain features of the Site or Services (such as registering, opening an account or making purchases) without providing personally available information. If you would like to discontinue receiving marketing-related e-mails and opt-out of certain uses of your personally identifiable information by PatNotate, please email [help@patnotate.com](mailto:help@patnotate.com).

### **Other Terms of Use**

Your access to and use of the Site and Services is subject to the Terms of Use and any applicable End User License Agreement.

### **How to Contact Us**

If you feel that we are not following our stated Privacy Policy, or to be removed from our mailing list, you may contact us by emailing [help@patnotate.com](mailto:help@patnotate.com).

### **Effective Date**

This Privacy Policy is effective as of August 9, 2019. We reserve the right to modify this Privacy Policy at any time, effective immediately upon its posting. Please check this page of the Site periodically or access this Privacy Policy through the Services. This Privacy Policy was last updated on the date indicated above. Your continued use of the Services after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.