

Terms of Use

Hello, dear!

Nice to see you here on this page. It means that you're an advanced user and you're interested about how I work. If after reading these terms or anything on the site you have anything left misunderstood, please message to my support team by the e-mail me@patentbot.online. If you have any ideas what to improve, you can write it here and join to team of PatentBot friend, who you see in this list. Let's make IP protection better together.

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By accessing and using the Services, you are agreeing to be bound by these Terms of Use, our Privacy Notice, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing the Services.

As a bot, being always online and trying to be maximum effective, I reserve the right, at my sole discretion, to modify or replace these Terms of Use at any time. If the alterations constitute a material change to the Agreement, I will notify you by posting an announcement on the Website. What constitutes a "material change" will be determined at PatentBot's sole discretion, in good faith and using common sense and reasonable judgment. At all times you shall review and become familiar with any such modification. Use of the Services following such notification constitutes your acceptance of the terms and conditions of these Terms of Use as modified. And believe me, all I'm doing – is only improving my services.

Section 1. The Use of Software

1. I do not provide for any legal services related to trademark prosecution, patent prosecution, or provision of legal advice. The Services, provided by Me to you, merely relate to enabling you to fill in the application form for the trademark prosecution or provisional patent application prosecution. I use information, created by lawyers, but Me, personally, no lawyer.
2. Filling in such form enables you to:
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 - get informational support of filing provisional patent application in the US.
 - get support of filing a statement of use in the United States of America.
3. Access to the PatentBot is provided to you 24 hours a day at <https://patentbot.online/>.
4. You undertake not to use the PatentBot for actions that violate any and each applicable legislation. Please!

5. If you choose to timestamp your copyright work through My services, your works will be treated with reasonable care. I will prevent an unauthorized access to your works to ensure the safety of your work and proof of copyright.
6. I provide independent third-party copyright proof. In the event of a breach, I may provide proof of ownership of the copyright, but the legal costs and proof of copyright in a court will remain the responsibility of the subscriber.
7. All registered works are listed by their hash data in the blockchain system. The hash data will help you to prove that you have registered your works with PatentBot. The only information visible to the public is the title of the work, the name of the author / artist / composer (or pseudonym), and the date and time of registration of the work. The directory does not allow the public to view or listen to your works. Also, your mention in the directory is not obligatory.
8. During the use of the PatentBot services, you agree not to impersonate anyone else.
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10. The timestamps of uploaded works are valid for the whole period of our blockchain existence.
11. You agree not to upload viruses or other malware and not to hack, damage or manipulate PatentBot system. If I determine that you have taken any of the above measures, I reserve the right to restrict access to your account.

Section 2. The Cost of Services and Payment Procedure

1. The cost of services provided by the PatentBot in various jurisdictions can be accessed on the Website via this link <https://patentbot.online/>.
2. The cost of services provided on the Website does not include official state fees. But I give you information about full price. Also I've generated a special blog about pricing, that could be found [here](#).
3. PatentBot is not liable for the official fees increase during the process of registration. PatentBot has the right to send additional invoices to you to pay the official fees for trademark registration.

4. Payment for services does not include bank charges, all commissions for transfer of funds are charged from you. Your payment obligation shall be deemed to be executed properly from the moment of transfer of the total amount of payment for services to PatentBot's banking account.
5. Access to all the paid services is provided to you only after 100% payment of the respective costs
6. PatentBot may charge additional fees for drafting and submitting responses to office actions, provisional refusals that are necessary for trademark registration purposes in different counties.
7. PatentBot itself does not collect, process or store your payment details. The specified billing information is collected by the respective payment system, which is responsible for the security of transfer and storage of the paid funds.

Section 3. Intellectual Property

1. In the process of using PatentBot's services, you do not acquire any intellectual property rights to the PatentBot and/or its elements and any objects and content that is present in the PatentBot, except for the information provided by you and the results of services, provided by the PatentBot.
2. I own all intellectual property rights, including, but not limited to those for all trademarks, service marks, trade names, logos, stamps, and other designations, copyrights for the code, design of the PatentBot, and Website, including all the content, that has been placed in the PatentBot and/or on the Website.
3. The right to use the PatentBot provided by these Terms of Use is limited to the ability to use the

PatentBot "as is", according to its functional purpose, by means, not exceeding the scope of the PatentBot functionality, and its use as end-user.

Section 4. Confidentiality

1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with these Terms of Use. Oral disclosure will also be deemed Confidential Information if it would reasonably be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi)

disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of these Terms of Use. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) years after the termination or expiration of these Terms of Use.
4. Upon termination or expiration of these Terms of Use, except as otherwise agreed in writing or otherwise stated in these Terms of Use, each party will, upon the request of the disclosing party, either:
 - (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
5. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.
6. You understand and agree that PatentBot may assign its employees or independent contractors to perform trademark search and prosecution, and provisional patent applicaion prosecution (e.g. filing and renewal) services. PatentBot will require such employees and independent contractors to sign a confidentiality agreement which will, among other things, prohibit the unauthorized use or disclosure of confidential information and trade secrets. In the event of unauthorized use or disclosure of confidential information and trade secrets by such independent contractors, PatentBot shall take appropriate legal action against them. However, PatentBot, and its officers and directors, shall not be liable for any such unauthorized use or disclosure of confidential information and trade secrets by independent contractors, and you hereby waive any such claim, demand, or cause of action against PatentBot, its officers and directors.

Section 5. Privacy Policy

PatentBot's use of your personal information is subject to our privacy policy, specified in the [Privacy Notice](#).

Section 6. Warranties and Disclaimers

1. By accessing the Services, you acknowledge and agree that you have read these Terms of Use, are at least eighteen (18) years of age, and wish to be bound by the terms and conditions set

forth herein. If you are not at least eighteen (18) years of age or do not wish to be bound hereby, you are not authorized to use the Services.

2. You agree to use the Services only for purposes that are permitted by (a) these Terms of Use and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the European Union, the United States, Russia, Belarus, Kazakhstan, Ukraine or other relevant countries
3. You understand and agree that the services provided to you by PatentBot hereunder do not constitute a legal opinion or advice of any kind or nature as to any aspect of the trademarks or provisional patent applications.
4. PatentBot's trademark searches are based solely on public information made available e.g. by the Ukraine Patent and Trademark Office, the United States Patent and Trademark Office, the European Union Intellectual Property Office, the National Intellectual Property Administration (in the People's Republic of China), Rospatent (in Russia), National Center of Intellectual Property (in Belarus), National Institute of Intellectual Property (in Kazakhstan) and assume the proper recordation and indexing of all such information. Relevant trademark information filed with the trademark granting authorities but not yet made available for public scrutiny, or information which has not been properly recorded or indexed, or information which is missing or misinterpreted for any reason whatsoever may not be taken into account for purposes of the trademark searches and PatentBot assumes no responsibility for discovering or disclosing of such information as part of any trademark search or for accuracy or correctness of any information.
5. You agree that PatentBot has no liability of any kind or nature for failing to provide you with any information, including but not limited to (i) information submitted to any trademark granting authority, but not yet available to the public, (ii) information submitted to any trademark granting authority not properly indexed or recorded, or (iii) trademark information disclosed by any trademark granting authority after the date stated on the trademark search.
6. PatentBot does not provide you with information about the patents that already exist. PatentBot just submits provisional patent application to the USPTO and sends the confirmation to you. PatentBot is not obliged to issue or grant complete patent to you.
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8. The preliminary search conducted by PatentBot does not guarantee the granting of the certificate of registration.
9. Any assessments made by the PatentBot are based upon the system's interpretation of the information you provided in your disclosure to us. Our system does not practice law; therefore, you are encouraged to engage legal counsel to assess the documents we provide to you.

10. Each party represents and warrants that it has the legal power and authority to enter into these Terms of Use. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.
11. You acknowledge and agree that your use of the PatentBot is at your sole risk. PatentBot does not make any representation or warranty for the accuracy, reliability, or quality of the services or any content appearing in the services.
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Section 7. Limitation of Liability

1. You agree to indemnify, defend and hold PatentBot, its officers, directors, affiliates and third-party information providers harmless from any claim, expense or demand, including without limitation reasonable legal fees, made by any third party due to or arising out of your breach of these Terms of Use, or your violation of any law or the rights of a third party.
2. You acknowledge and agree that under no circumstances will PatentBot be liable, in whole or in part, for any loss or damage caused by your reliance on the services or caused by your conduct or for any loss or injury caused by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information and PatentBot content obtained through the services. PatentBot does not guarantee continuous, uninterrupted or secure access to the services, and the operation of the services may be interfered with by numerous factors outside of our control.
3. In no event shall PatentBot be liable for any losses, expenses, costs, or indirect, incidental, special, consequential or punitive damages, arising out of or in connection with your use of the services, including without limitation for lost profits or business, or anticipated lost profits or business, even if advised of the possibility of such damages. PatentBot's aggregate liability to you or any third party in any circumstance arising out of or related to the services or these Terms of Use is limited to USD 10 or the amount of the fee paid by you for a particular order (whichever is less).

Section 8. Dispute Resolution; Arbitration

1. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and PatentBot (i) waive your and PatentBot's respective rights to have any and all Disputes arising from or related to these Terms of Use resolved in a court, and (ii) waive your and PatentBot's respective rights to a jury trial. Instead, you and PatentBot will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with

reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms of Use is personal to you and PatentBot and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
3. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to PatentBot shall be sent by e-mail to PatentBot at me@patentbot.online. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and PatentBot cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or PatentBot may, as appropriate and in accordance with this Section, commence an arbitration proceeding.
4. Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with the LCIA Arbitration Rules of the London Court of International Arbitration, which are hereby incorporated by reference. The LCIA Arbitration Rules of the London Court of International Arbitration are available on the LCIA website. By agreeing to be bound by these Terms of Use, you either (i) acknowledge and agree that you have read and understand the LCIA Arbitration Rules, or (ii) waive your opportunity to read the LCIA Arbitration Rules and any claim that the LCIA Arbitration Rules are unfair or should not apply for any reason.

Section 9. Other Conditions

1. These Terms of Use constitutes the entire agreement and understanding between you and us and govern your use of the Website and PatentBot, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Agreement).
2. These Terms of Use is effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website and/or PatentBot.
3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate these Terms of Use at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

4. These Terms of Use shall be governed by and construed in accordance with the laws of Lithuania., without regard to the principles of conflicts of law of any jurisdiction.
5. Technical support is conducted in electronic form at me@patentbot.online.
6. All issues, that are not regulated by these Terms of Use, are regulated by the current legislation of Lithuania.
7. All communications related to the implementation of the Parties to these Terms of Use should be sent electronically by the way of filling in the form in the PatentBot <https://patentbot.online>. You guarantee that the scanned copies, transmitted by electronic means have the force of the original.

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