

# Terms of Service

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 [inventorprocess.com/terms-service/](https://inventorprocess.com/terms-service/)

Inventor Process, Inc., herein referred to as “IP, Inc.”, a Nevada Corporation having its principle offices at 3035 S. Jones Blvd, Suite 1B, Las Vegas, Nevada 89146, being ever mindful of our reputation and good standing wishes to be absolutely sure that no misunderstanding exists between us and any visitor to our website. Therefore, we ask that you read the following Terms of Service and acknowledge that you understand and agree to them.

Unless otherwise agreed in writing with IP, Inc. your use of any IP, Inc. Website or Services will always be subject to, at a minimum, these terms of service, the included service agreement within these terms of services, and conditions set out in this document. These are referred to as the “Master Terms.”

In addition, your use of any IP, Inc. website and/or services may also be subject to the terms of any legal notice applicable to the Website or Services, in addition to the Master Terms. Where Additional Terms apply to a Website or Services, these will be accessible for you to read within, or through your use of, the Website or Services.

The Master Terms, together with any Additional Terms, form a binding legal agreement between you and IP, Inc. in relation to your use of the Website and/or the purchasing of Services. Collectively, this legal agreement is referred to below as the “Terms.” If there is any contradiction between the Additional Terms and the Master Terms, then the Additional Terms shall take precedence in relation to the Website or Services to which the Additional Terms apply.

## Your Agreement to the Terms

YOUR ACCESS OR USE OF THE WEBSITE OR ANY SERVICE IN ANY WAY SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using the Website or Service you also represent that you have the legal authority to accept the Terms on behalf of yourself and/or any affiliated party you are in connection with as it pertains to your use of the Website and/or any Service. **If you do not agree to the Terms, you are not authorized to use any IP, Inc. Website or Service.**

## Changes to the Terms

From time to time, IP, Inc. may change, remove, add to (including without limitation by way of Additional Terms) or otherwise modify the Terms, and reserves the right to do so at its sole discretion. In that case, we will post the updated Master Terms or Additional Terms, as relevant, to the applicable Website(s) and indicate the date of revision. We encourage you to periodically review the Terms. All new and/or amended Terms take effect immediately. Notwithstanding the foregoing, (i) no modification to the Terms will apply to any dispute between you and IP, Inc. that arose prior to the effective date of any modification and (ii) if you do not agree with any modification to the Terms, you may terminate this agreement by ceasing use of the Website and Services. You agree that should you choose to cease use of the Website and Services no reimbursement will be provided by IP, Inc. for any Service or Services that have been completed and/or that are in the process of being completed. Your continued use of the Website or Service after new and/or revised Terms are effective indicate that you have read, understood and agreed to those Terms.

## Provision of the Websites and Services

IP, Inc. makes the Website and Services available to you on the Terms. You may only use the Websites and Services in accordance with these Terms. The content of the Website is provided for informational purposes only. IP, Inc. disclaims all responsibility and liability to any action taken or non-action by any Visitor to the Website based on the content of the Website. Additionally, you may not use the Website and/or any Service for any purpose that is unlawful or prohibited by these Terms, or any other conditions or notices that are made available on the Website and/or Services.

## **Copyright Protection**

The Website content is protected under copyright law and all rights are reserved. Content from the Website may not be copied and/or disseminated without the written permission and original signature of an IP, Inc. authorized officer.

## **No Legal Advice; Relationship Status**

IP, Inc. is not a law firm. IP, Inc. is not authorized to practice law or provide any legal advice. IP, Inc. does not provide any legal advice on any subject matter. Using the Website or sending a communication to IP, Inc. by any means does not create an attorney-client relationship. The information contained on this website is provided for informational purposes only and should not be taken as legal advice. The exchange of information contained on the Website does not constitute or establish any relationship between you and IP, Inc.

## **DISCLAIMER OF WARRANTIES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IP, INC. OFFERS THE WEBSITE AND SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITE OR SERVICES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IP, INC. DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT IP, INC.'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IP, INC. DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT OR SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT OF THE WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IP, INC. DISCLAIMS ALL RESPONSIBILITY AND LIABILITY TO ANY ACTION TAKEN OR NON-ACTION BY ANY VISITOR TO THE WEBSITE BASED ON THE CONTENT OF THE WEBSITE.

## **LIMITATION OF LIABILITY**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL IP, INC., ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS ("THE IP, INC. PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE OR SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE IP, INC. PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE IP, INC. PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITE OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITE OR SERVICES, FOR YOUR USE OF THE WEBSITE AND SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITE, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE WEBSITE OR SERVICES.

## **Provided Information**

IP, Inc. does not collect personally identifiable information about visitors to the Website unless said Visitor personally decides to e-mail IP, Inc. or fill out a form on the Website. IP, Inc. is the sole owner of any information collected. We will not divulge this collected information to any persons or entities not directly associated with IP, Inc. unless required by law. We cannot and do not guarantee the security of personal information you provide via the Website or any other means. There are areas of the Website that require authorization, registration and log-in before access is granted. IP, Inc. will require your personal information to authorize such access. Any information collected may be used to contact you for various reasons to include responding to your inquiry, service fulfillment, advertising correspondence, sales calls, etc. Please review the Privacy Policy posted on this Website for more detailed information on the collection and use of your information.

## **Endorsements and Linking Policy**

IP, Inc. does not allow any linking to the Website without the written permission and original signature of an IP, Inc. authorized officer. IP, Inc. does not recommend or endorse any website that links to IP, Inc.'s Website or any Website IP, Inc. links to. IP, Inc. is not responsible for any third-party content that may be accessed through the Website.

## **Secured Membership Section of Website**

The Website features a secured membership section accessible by log-in and password. This section is only accessible to Website users who have purchased a Service from IP, Inc. Access to the secured membership section is allowed and administered at the sole discretion of IP, Inc., and maybe denied or revoked for any reason or no reason at all.

## **Additional Disclaimer of Liability**

IP, Inc. expressly disclaims all liability in respect to actions taken or non-actions based on the contents of the Website. The content on the Website is solely for informational purposes only. IP, Inc. is not responsible for any actions you take or do not take based on this content or any other information you receive from IP, Inc. regardless of how you received said information. IP, Inc. disclaims all liability for any mistake in connection with information exchanged through the website or any other communication means.

## **Do Not Send Unsolicited Information**

IP, Inc. request that you do not send us any unsolicited invention information to include but not limited to any idea, concept and/or invention. IP, Inc. will only exhaust minimal effort to identify and contact a person or a group of people that sends IP, Inc. unsolicited information regardless of the topic of said unsolicited information. If minimal effort fails to reach the sender and/or the sender does not purchase services all unsolicited information will be destroyed, and no copies will be retained. IP, Inc. will not return any packages and/or materials to any sender unless the requested return is clearly expressed in writing at the

same time as original delivery of the package/materials, and then only if return postage is included with the original delivery.

## **AIPA**

IP, Inc. is providing information related to the American Inventors Protection Act of 1999. This act was intended to protect inventors from fraudulent invention assistance companies. These fraudulent companies typically made misleading promises, charged extreme up-front fees, and often neglected to inform inventors of the high-risk nature of trying to license an invention for profit. It was not unusual for the officers of these companies to change their company name or to open completely new companies in order to disguise their trail of deceit. The AIPA was passed to protect inventors from such companies.

IP, Inc. was formed by industry professionals, charges a very low and fair fee for our services, and provides reliable honesty that inventors can trust. We'll never tell you what you want to hear but will always tell you what you need to hear.

The total number of inventions evaluated by IP, Inc. for commercial potential in the past five years is: zero. IP, Inc. does not evaluate Inventions for commercial potential. We don't have a crystal ball and no one can guarantee success. IP, Inc. simply sells services to Inventors so they can propose their product to potential licensing companies. The total number of customers known by IP, Inc. to have received a licensing agreement for their inventions as a direct result of the invention services provided by IP, Inc. is: one. The total number of customers known by IP, Inc. to have received a net financial profit as a direct result of IP, Inc.'s services is: one. IP, Inc. clients have realized various levels of invention success and have received inquiries and/or consideration from manufacturers and other entities. The total number of customers who have contracted with IP, Inc. for invention promotion services in the past five years is: two. The names and addresses of all previous invention promotion companies with which IP, Inc. or its officers have collectively or individually been affiliated in the previous ten years is: Marketing Advisory Group of Nevada, Inc., an A+ Better Business Bureau recognized company, and is located at 3035 S. Jones Blvd #1, Las Vegas, NV 89146.

## **You're Responsible for Correcting or Updating Personal Information**

If any of your personal information changes such as but not limited to phone number, address, and e-mail, you are solely responsible for providing IP, Inc. your updated information. This can typically be accomplished by e-mailing [customerservice@inventorprocess.com](mailto:customerservice@inventorprocess.com) or calling 702-912-2600 during normal business hours. Do not assume an update of information has occurred until you have received confirmation via e-mail, mail or phone. IP, Inc. disclaims any liability associated with IP, Inc. having inaccurate and/or outdated personal information.

## **Alternate Dispute Resolution**

Any controversy or claim arising out of or relating to Terms, or the breach thereof, shall be settled by mandatory arbitration administered by an arbitrator affiliated with the American Arbitration Association. The arbitrator shall be selected and approved solely by IP, Inc. The number of arbitrators shall be one. The place of arbitration shall be Las Vegas, Nevada. Nevada law shall apply. All parties are responsible for their own fees related to travel to Las Vegas, Nevada, and you will be responsible for the cost of the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## **When You Make A Purchase**

IP, Inc. strives to make the purchasing process and subsequent interactions as simple, easy and fun as

possible. To Purchase services you must pay in full for the requested service. After you make a purchase the following will occur:

1. A "Welcome E-mail" will arrive to your provided e-mail address after payment. This is an important e-mail and will contain your Password and Login to enter the Secured Section of the IP, Inc. website, as well as directions on providing your Invention information. Please Note – Verify e-mails from IP, Inc. are not blocked by your spam protection. Contact us at 702-912-2600 if you don't receive your Welcome e-mail within 3 days.
2. After receipt of the Welcome e-mail you will need to Log-in and follow the directions to complete the Record of Disclosure. The Record of Disclosure is a secured form that provides a simple method to confidentially provide your Invention information to IP, Inc.
3. Once you press submit your Invention information will be provided to IP, Inc.
4. After a reviewing your Invention information your IP consultant will contact you to discuss the Invention, the purchased services, related timelines and other information.

**Note:** The purchased services and expected completion timelines begin after you have submitted your Invention information and spoke with your IP, Inc. Consultant.

## **SERVICE AGREEMENT**

This section of the Terms pertains to the Service Agreement for the Patent Search and the Direct Submission Program™. All provisions of these Terms are in full force and effect throughout this section. This Service Agreement section is willfully entered into between any person and/or group of people, including but not limited to any affiliates, agents, successors or assigns thereof, hereinafter referred to as "Client" who purchase service(s) from IP, Inc. Any idea, concept, invention, product, and/or related information provided to IP, Inc. by Client shall be referred to as "Invention."

IP, Inc. agrees to provide the service and/or services purchased and paid in full by Client. Currently, a Patent Search and the Direct Submission Program™ can be purchased. These available services are clearly indentified and described on the IP, Inc. website where these Terms are being accessed.

Client represents and warrants the content, materials, and/or information provided to IP, Inc. by Client for use in the completion of purchased services does not knowingly violate any applicable law or regulation, or infringe upon any intellectual property right of another party. Client affirms to the best of their knowledge they are the true inventor of the Invention.

Client acknowledges and affirms they have reviewed all provided Service Examples, Timelines, and What to Expect on the IP, Inc. website where they are accessing these Terms.

IP, Inc. confirms it will treat the Invention information confidential and will not release, reveal or discuss it with any person, group of people or entity not directly associated with IP, Inc. until Patent Pending status has been awarded on the Invention.

### **Patent Search Option:**

When you purchase and pay in full for a patent search IP, Inc. will assign a registered patent attorney/agent to conduct said patent search on Client's invention utilizing the United States Patent & Trademark Office database of published patents and patent applications. The purpose of this search is to discover published patents and patent applications that may be similar to Client's invention.

IP, Inc. charges \$349.00 for a patent search. Please allow up to 30 days for its completion. The results of

said patent search will be provided to Client by e-mail.

**Please Note:** Inventor Process, Inc. is not a law firm. Inventor Process, Inc. does not and cannot practice before the U.S. Patent & Trademark Office, and does not offer legal and/or patent advice. We recommend our clients use registered patent attorneys / agents such as those in our network.

## **Direct Submission Program™:**

**Product Description:** IP, Inc. will complete and provide to Client a Product Description on Client's Invention. The Product Description is a general written description of the Invention compiled from the completed Record of Disclosure provided by Client. The Product Description will consist of up to five pages, and will be written, categorized and formatted similar to the examples on the IP, Inc. website.

This process takes 2 to 4 weeks for completion, however due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Please note – Client acknowledges the Mechanical Description section of the Product Description is an extremely general overview, and is not an exact manufacturing description.

Client agrees that the Product Description will be provided by IP, Inc. to Client by e-mail. Client agrees to review and provide their Approval and/or Request for Revisions in accordance with the policy outlined below.

**Product Illustrations:** IP, Inc. will complete conceptual illustrations of Client's product and provide four to six views of said illustrations to Client. The conceptual illustrations will be similarly formatted and of the same quality as the examples on the IP, Inc. website. The conceptual illustrations will be utilized and featured on the Informational Website as well as the Advertorial Postcards.

Please Note- Client acknowledges the illustrations are conceptual and will not be engineered drawings or exact replications of a completely commercialized product. Client acknowledges the Product Illustrations will highlight the basic concept of the Invention and not its exact design, assembly, variations and/or dimensions.

Completion of the Product Illustrations is scheduled to coincide with completion of the Product Description, approximately two to four weeks. However due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Client agrees that the Product Illustrations will be provided by IP, Inc. by e-mail. Client agrees to review and provide their Approval and/or Request for Revisions in accordance with the policy outlined below.

**Patent Filing:** A provisional patent application and filing fee is included with the Direct Submission Program™. IP, Inc. utilizes only United States Patent & Trademark Office registered patent attorneys/agents (referred to as P.A.) to draft, review and file provisional patent applications. Patent services other than the initial provisional patent included in the Direct Submission Program™ will incur additional charges to Client.

Please Note – Client acknowledges a provisional patent application affords "Patent Pending" status on the Invention for a period of one year only. If the inventor takes no further action, the Provisional Patent application will automatically be abandoned 12 months after the filing date. IP, Inc. strongly recommends Client reads the Provisional Patent information in the provided Disclaimers of this website.

Client agrees that the Provisional Patent Application will be provided for review to Client by IP, Inc. and/or the P.A. by e-mail before filing. Client agrees to review and provide their Approval for Filing and/or Request



for Revisions in accordance with the policy outlined below.

**Please Note:** Inventor Process, Inc. is not a law firm. Inventor Process, Inc. does not and cannot practice before the U.S. Patent & Trademark Office, and does not offer legal and/or patent advice. We recommend our clients use registered patent attorneys / agents such as those in our network.

**Marketing Report:** IP, Inc. will research available industry data to draft a marketing report on the Client's product. The Marketing Report will consist of up to fifteen pages, and will be written, categorized and formatted similar to the examples on the IP, Inc. website. The report will contain documented factual results of our research, and the utilized sources will be concisely cited in the footnotes or in the text itself.

This process takes at least 4 weeks for completion, and will begin when Client Approval is provided for the Written Description and Product Illustrations. However due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Please note – Client acknowledges the Marketing Report will consists of pertinent data pertaining to the Invention, but is by no means an all-inclusive marketing analyses or a business plan. IP, Inc. doesn't forecast sales, number of orders, market penetration, ultimate value of a licensing agreement, etc.

Client agrees that the Marketing Report will be provided by IP, Inc. by e-mail. Client agrees to review and provide their Approval and/or Request for Revisions in accordance with the policy outlined below.

**Industry Search:** IP Inc. will provide to Client an Industry Search. The Industry Search will consist of up to fifty companies, and will be categorized, formatted and provided in a manner similar to the examples on the IP, Inc. website. Client may submit their Invention information to these companies. IP, Inc. is responsible for providing the following:

- Company Name
- Company Address
- Phone Number
- Contact Name\*
- Standard Industrial Classification
- Product Category

Although the provided companies will have no previous knowledge of your product their selection is based upon Standard Industrial Classifications (SIC), identifying similarities in manufacturing capabilities and/or product line compatibility. IP Inc. makes no guarantee as to the provided companies ability and/or desire to produce and/or distribute and/or retail Client's Invention. Client agrees to hold IP, Inc. harmless in any matters related to the Industry Search.

The Industry Search begins after completion and approval of the Marketing Report, and takes approximately 4 weeks. However due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Please Note – 1) Client acknowledges the provided list of companies is not an all-inclusive list of potential companies, and Client at their sole expense and time may add to and/or augment their Industry Search. 2) IP, Inc. is not responsible for providing any updates to the Industry Search and no additions/revisions/updates can be provided by IP, Inc. without additional cost incurred and paid by Client. 3) Client acknowledges companies on the Industry Search and any other companies Client targets may have various submission agreements, terms and conditions, and releases, herein after referred to as "Submission Agreements" that Client will have to agree to and sign before these companies will review

Client's Invention. Client acknowledges it's their sole responsibility for reviewing, rejecting or accepting, signing and returning said Submission Agreements, and paying any cost whatsoever, such as but not limited to postage, associated with returning Submission Agreements to companies. IP Inc. does not provide legal advice and Client agrees to hold IP, Inc. harmless in regards to and/or affiliated with Submission Agreements. 4) Client acknowledges different Companies have different submission processes, and the Direct Submission Program™ may not conform to said processes. Client acknowledges it is their sole responsibility to conform to such policies if they wish for said Company to review their Invention. Often, but not always, said process entails agreeing to a Submission Agreement and providing Invention information via the Company's online portal. IP, Inc. is not responsible for submitting any Invention information to any company in any format. 5) Client acknowledges that up to twenty percent (20%) of the mailing address or other information provided in the Industry Search may have an error, and this may result in Advertorial Postcards being returned to sender and/or other actions. Client acknowledges this is completely unavoidable due to various circumstances such as data base error and is in no way an indication of fault or failure on IP, Inc.'s part. Client may at their own expense and time try to locate and remedy the reason for return. 6) Client agrees to hold IP, Inc. harmless regarding any matters related to the Industry Search.

Client agrees that the Industry Search will be provided by IP, Inc. by e-mail or upon a compact disc at the sole discretion of IP, Inc. Should the Industry Search be provided on compact disc it will be delivered by US mail or private carrier at or near the same time as delivery of the Saturation Marketing materials.

**Informational Website:** IP, Inc. will design and host on the Internet an Informational Website pertaining to Client's Invention. The Informational Website will be designed, styled, categorized and formatted very similar to the examples on the IP, Inc. website. The Informational Website will consist of the following:

- A website header consisting of the Invention Name and Patent Status
- Up to five pages to include a page devoted to Inventor contact information
- Up to 500 words describing the Invention and related information
- Up to six images from the Product Illustrations displayed in slide show and/or still format
- Virtual Prototype consisting of a 360-degree orbiting conceptual image of the Invention
- Animation Sequence consisting of up to 15 seconds, including the introduction
- Calls-to Action

IP, Inc. is responsible for hosting the Informational Website and procuring a specific domain name for one year from Client Approval of said Informational Website.

The Informational Website can begin after completion and Client Approval of the Product Description and Product Illustrations. Due to content requirements the Informational Website cannot be completed until approximately 6 weeks after approval of the Marketing Report. However due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Please Note – 1) IP, Inc. agrees to use reasonable care to ensure that all content does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party, and will be free of plagiarism. 2) Client acknowledges the website will be hosted on the Internet but will not be Search Engine Optimized or specifically registered with any Internet Search Engines. The Informational Website will be easily located by use of the domain name assigned to the website and appropriately entered into the address bar of a browser. 3) Client acknowledges IP, Inc. is responsible for the domain and hosting for the initial year at which point should client wish to maintain hosting and domain services



through IP, Inc. or any other company additional charges will most likely apply. Client acknowledges they are solely responsible for said cost. 4) Client acknowledges and agrees that Internet Service Providers sometimes experiencing outages for various and often unavoidable reasons and these experiences may prevent the ability to access the Informational Website from time to time. Client agrees to hold IP, Inc. harmless for such outages regardless of reason or length of duration. 5) Client acknowledges that any changes other than typos and intellectual property status to Informational Website after Client Approval will incur additional charges to Client. All requested changes will need prior authorization from IP, Inc. to determine if the requested change is possible, to further determine if requested change is within the purview of the agreement, and to establish a fee.

Client agrees that the Informational Website will be accessible for review upon the Internet using a specific domain name. Client agrees to review and provide their Approval and/or Request for Revisions in accordance with the policy outlined below.

**Saturation Marketing Materials:** IP, Inc. will design, print and provide to Client Saturation Marketing materials in the form of Advertorial Postcards, as well as mailing labels, necessary postage and a mailing schedule. The Advertorial Postcards and mailing labels will be designed, styled and formatted very similar to the examples on the IP, Inc. website.

IP, Inc. is responsible for designing a double-side 4.25" X 6" Advertorial Postcard with a summary of the Invention and up to 3 illustrations. IP, Inc. will ensure the Advertorial Postcard includes a Call to Action, the Informational Website domain, and Inventor contact information.

IP, Inc. will print and provide up to 600 Full Color, Semi-Gloss Advertorial Postcards to Client as well as up to 6 sets of Pre-Addressed mailing labels. IP, Inc. will provide to Client a mailing schedule as well as postage for up to 600 Advertorial Postcards.

Please Note – 1) Client acknowledges that if postage rates increase after IP, Inc. completes the Saturation Marketing materials Client is solely responsible for paying said increase and for ensuring the increased postage amount is applied to each Advertorial Postcard. 2) Client acknowledges that the Saturation Marketing materials will be professionally shipped to Client's provided address, and while care is taken in packaging it is normal and unavoidable that many of the Saturation Marketing materials may suffer from minor blemishes such as but not limited to bent corners. Client agrees to hold IP, Inc. harmless regarding said blemishes. 3) Client acknowledges they are solely responsible for labeling and mailing Advertorial Postcards, and for receiving and responding to inquiries from companies. 4) Client acknowledges that IP, Inc. at any time may rescind the offer to provide necessary postage with little to no notice to Client. Should Client have already purchased the Direct Submission Program™ the amount of the postage will be refunded, and the Client will have no further recourse.

Completion of the Saturation Marketing Materials is scheduled to coincide with the completion of the Informational Website. However due to the nature of business, unforeseen delays are a possibility, and more complicated Inventions may require additional time to complete.

Client agrees to review and provide their Approval and/or Request for Revisions in accordance with the policy outlined below. Client agrees IP, Inc. will provide via e-mail to Client a proof of the Advertorial Postcard for review by Client. Client agrees that the Saturation Marketing Materials will be delivered by US mail or private carrier.

**Negotiations:** Should Client have purchased the Direct Submission Program™ with Negotiations, and should companies respond to Client's Invention with a licensing agreement offer or an offer for a direct buy-out, IP, Inc. at its sole discretion may agree to negotiate for Client. IP, Inc. also agrees to honor the Direct Submission Program™ Guarantee.

During negotiations, IP Inc., at its sole discretion, shall determine the expenses to be incurred and shall be solely responsible for payment of all negotiations related expenses. Said expenses are limited to professional fees, travel expenses for IP, Inc. personnel only, telephone and data expenses, administrative and postage fees.

IP, Inc. will submit to Client the results of all negotiations for their approval and further agrees to abide by Client's decision regarding said negotiations. No licensing agreement, direct buy-out, or other compensation contract shall be concluded without written consent and approval of Client.

Client agrees to pay IP, Inc. 10% (ten percent) of any and all remuneration received by Client whether it is a licensing agreement, direct sale, or any other form of remuneration derived as a result of IP, Inc.'s negotiations. Client further agrees to pay IP, Inc. the above referenced 10% (ten percent) for the entire period of the contract negotiated by IP, Inc. as well as any automatic renewal periods included in the initial contract.

Client agrees to provide to IP, Inc. within 5 days of Client's receipt a copy of any and all royalty statements and payment logs furnished to Client by any paying person, company and/or entity. Client further agrees to pay IP, Inc. their 10% commission within 5 days of receiving any payment whatsoever from a paying person, company and/or entity. Client can submit payment electronically via certified funds to a pre-established IP, Inc. account and IP, Inc. will provide said account information to Client before said payment is due. Client may also mail payment via certified funds to: Inventor Process, Inc., 3035 South Jones Blvd, Suite 1B, Las Vegas, NV 89146.

**Direct Submission Program™ Guarantee is defined as follows:** IP, Inc. agrees and confirms that its 10% (ten percent) negotiations commission does not begin until Client receives, as a result of negotiations performed by IP, Inc. and accepted by Client, remuneration equal to Client's "start-up" expense paid directly to IP, Inc. Once said start-up expense has been recouped Client agrees to pay IP, Inc. 10% (ten percent) of all remuneration. Start-up expense is defined as any fees paid to IP, Inc. by Client in relation to the Invention.

IP, Inc. strongly suggests that should Client receive a bonafide offer from any company, that Client contact the IP, Inc. consultant before signing any documentation.

IP, Inc. can cancel this agreement for any reason or no reason whatsoever by giving notice of cancellation by electronic mail or regular mail to Client thirty days prior to the effective date of cancellation.

## **Approval of Materials and/or Request for Revisions**

It's important that the IP, Inc. and Client work together to ensure completion of all purchased services correctly and timely. Therefore the following Approval of Materials and/or Request for Revisions policy exist.

Client agrees to review and provide their Approval or Request for Revisions to IP, Inc. within seven days of receipt of any materials from IP, Inc. that requires Clients approval. IP, Inc. agrees to provide Client with an Approval Form and directions for providing Requests for Revisions. If at any point and for any reason IP, Inc. doesn't provide said Approval Form and directions for providing Request for Revisions it is Client's sole responsibility to follow-up with their consultant for this information.

All Approvals must be in writing and on the IP, Inc. provided Approval Form and signed by Client. All Requests for Revisions must include from Client a written, itemized list of specific revisions that they're requesting. All requested revisions must be clearly stated and then discussed with your IP, Inc. consultant to determine if they're possible and to further determine if they are within the purview of these Terms.

Requested revisions must be supported by the Invention information submitted by Client on the Record of Disclosure. If requested revisions are not supported by the Record of Disclosure they will be classified as Changes and/or Additions, and additional costs will be incurred by Client to implement such Changes and/or Revisions. IP, Inc. is under no obligation to implement such Changes and/or Additions.

All Approval Forms and Request for Revisions along with itemized revisions list must be provided to your IP, Inc. consultant by e-mail, facsimile or regular mail. Client agrees should they choose to utilize regular mail they are solely responsible for postage.

Client acknowledges and agrees that IP, Inc. will grant one revision per service step to be completed at no additional cost to Client as long as the requested revisions are within the purview of this Terms of Service and supported by the Record of Disclosure. Any additional revisions beyond one will incur additional cost from client and said cost must be paid by Client before said revisions can occur. IP, Inc. will be under no obligation to implement such revisions.

If client fails to provide their written Approval or Request for Revisions along with the itemized list of revisions within 7 days of receiving any reviewable material from IP, Inc. then Client automatically grants Approval to IP, Inc. Any revisions requested by Client after IP, Inc. receives their written or automatic Approval will incur additional costs from Client. IP, Inc. is under no obligation to implement such revisions.

Timelines are calculated from the date and time shown on your IP, Inc. consultant's e-mail and/or fax to you and regardless of what time and/or date is reflected on your e-mail and/or fax copy. All timelines are based on Pacific Standard Time.

## **Client Responsibilities and Obligations**

As the Client you must sign for any materials IP, Inc. sends to you. If for any reason you fail to sign for the materials, miss delivery or don't pick up materials from distribution centers, and said materials are sent back to IP, Inc. Client must pay for reshipping plus time and materials.

Client must keep IP, Inc. up to date on all contact information including but not limited to phone number, mailing address and e-mail.

Client must review, revise and/or approve all Invention related materials provided by IP, Inc. in the timely manner described in the Approval of Materials and/or Request for Revisions section of these Terms.

Client must communicate with and respond to communications from IP, Inc. staff in a timely manner.

## **General**

These Terms are the whole agreement between Client and IP, Inc. The Terms cannot be modified in any form without the written permission and original signature of an IP, Inc. authorized officer.

These Terms shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, partners and assignees. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it.

If any portion of this agreement is held to be unenforceable by a court of competent jurisdiction, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

This agreement shall be governed by the laws of the State of Nevada.

Client had full and ample opportunity to consult legal counsel regarding this agreement prior to agreeing, has freely and voluntarily entered into this agreement, and has read and understood each and every provision.

### **Contacting Inventor Process, Inc.**

Please feel free to contact us. We'd like to hear from you. We're here to help.

Inventor Process, Inc. 3035 S. Jones Blvd, Suite 1B Las Vegas, NV 89146