



TERMS OF SERVICE

Last updated on June 23, 2011.

Inventor Institute Inc. (hereinafter “Inventor Institute”, “We”, “Us”, or “Our”) has created these Terms of Service Agreement (hereinafter this “Agreement”). The purpose of this Agreement is to inform you (hereinafter “You”, “Your”, or “Yourself”) as (a) a user of one or more web sites on the World Wide Web that are owned and operated by Inventor Institute (hereinafter the “Site”) and/or (b) a purchaser and/or user of products and/or services offered by Inventor Institute (hereinafter the “Products and/or Services” or “Products and Services” as the context may require) of the terms and conditions that govern Your use of the Site and Your purchase and/or use of the Products and/or Services offered by Inventor Institute. PLEASE READ THIS AGREEMENT CAREFULLY IN ORDER TO ENSURE THAT YOU UNDERSTAND, AGREE TO, AND ACCEPT IT IN ITS ENTIRETY AS THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS AND VARIOUS LIMITATIONS AND EXCLUSIONS RELATED THERETO. You may wish to consult with qualified legal counsel before accepting this Agreement. By using the Site and/or purchasing and/or using any Products and/or Services offered by Inventor Institute, You acknowledge that You understand, agree to, and accept, without limitation or qualification, all of the following terms and conditions of this Agreement without modification:

1) Use of Site and Products and Services.

The Site and the Products and Services offered by Inventor Institute are provided for and shall only be used for Your benefit as an inventor for informational purposes only and are not for resale. Any other use, including, without limitation, using the Site or the Products and/or Services to offer competing diagnostic services, for press purposes, competitive analysis, or the like, must first be approved by Inventor Institute in writing. You agree not to use the Site or the Products and Services in any way that is unlawful, criminal, harms Inventor Institute, breaches Your obligations under the Inventor Institute Agreements and Policies (as defined in Section 17 of this Agreement), or interferes with any other party’s use and enjoyment of the Site or the Products and the Services. Inventor Institute reserves the right to cancel: (a) any purchase of any Products and/or Services made by You that are still pending delivery from Inventor Institute at any time for any reason; and/or (b) Your use of any Products and/or Services that have been furnished to You without charge at any time for any reason. If Inventor Institute cancels any purchase of any Products and/or Services made by You that are still pending delivery from Inventor Institute due to no fault of Your own, Inventor Institute will issue You a full refund of any fees paid by You in connection with such purchase and You will have no further recourse whatsoever against Inventor Institute in connection with the cancelation of such purchase. In addition, if Inventor Institute cancels Your use of any Products and/or Services that have been furnished to You without charge, You will have no recourse whatsoever against Inventor Institute in connection with the cancelation of such purchase. Inventor Institute reserves the right to refuse to sell Products and/or Services to any person or entity at any time for any reason and reserves the right to restrict any person’s or entity’s use of or access to the Site at any time for any reason.

2) Fees, Payment Terms, and Additional Terms and Conditions for Products and Services.

The Products and Services offered by Inventor Institute, the fees and payment terms for such Products and Services, and any other additional terms and conditions that further govern Your purchase and/or use of such Products and/or Services as established by Us from time to time (such descriptions, fees, payment terms, and other additional terms and conditions are hereinafter collectively referred to as “Additional Terms and Conditions”), can be found on the Site. By purchasing and/or using any Products and/or Services offered by Inventor Institute You acknowledge that You understand, agree to, and accept, without limitation or qualification, all Additional Terms and Conditions pertaining to Your purchase and/or use of such Products and/or Services without modification. Such Additional Terms and Conditions shall be deemed to be incorporated into this Agreement by reference. If any terms or conditions contained in this Agreement conflict with any Additional Terms and Conditions pertaining to Your purchase and/or use of such Products and/or Services, then the terms and conditions contained in this Agreement shall control. Inventor Institute may change any Additional Terms and Conditions (as well as its Product and Service offerings in general) at any time without notice; provided, however, that any such change will not apply to any Products and/or Services that You have purchased prior to such change.

3) Copyright Statement.

The Site, the Products and Services, and all materials provided on the Site or in connection the Products and/or Services are subject to copyrights owned by Inventor Institute (the "Copyrighted Materials"). Any reproduction, retransmission, or republication of all or part of the Copyrighted Materials is expressly prohibited, unless Inventor Institute has expressly granted its prior written consent to such reproduction, retransmission, or republication of the Copyrighted Materials. Notwithstanding the foregoing, Inventor Institute grants the right to download Site materials for personal non-commercial use. All other rights are reserved.

4) Name, Logo, and Trademark Statement.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site and all materials related to the Site and the Products and Services are registered and unregistered Trademarks of Inventor Institute and others. Nothing contained on the Site or in the Inventor Institute Agreements and Policies should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site or on any materials related to the Site or Products and Services without the prior written consent of Inventor Institute or such third party that may own the Trademarks displayed. Your use of the Trademarks displayed on the Site or on any materials related to the Site or Products and Services, except as provided in this Agreement, is strictly prohibited. Furthermore, the names and Trademarks of Inventor Institute may not be used in any publicity or advertising, or in any way that expresses or implies endorsement, sponsorship, or affiliation with any entity, product, or service, without the prior written consent of Inventor Institute.

5) Other Restrictions.

You may not (a) use the Site, the Products and/or Services, or any information or materials contained on or derived from the Site or the Products and/or Services for other than their intended purposes; (b) use the Site, the Products and/or Services, or any information or materials contained on or derived from the Site or the Products and/or Services for any marketing, selling, or other commercial uses; (c) publish, publicly perform or display, or distribute to any third party any information or materials contained on or derived from the Site or the Products and/or Services (including, without limitation, the reproduction or hosting of any information or materials contained on or derived from the Site or the Products and/or Services on any computer network or broadcast or publications media); (d) use framing techniques to enclose any portion of the Site, including, without limitation, any images found on the Site or any text or the layout or design of any page or form contained on a page of the Site; (e) make any derivative uses of the Site, the Products and/or Services, or any information or materials contained on or derived from the Site or the Products and/or Services; or (f) engage in any systematic collection or extraction of data from the Site whether or not through the use of any data mining, robots, or similar data gathering or extraction methods. In addition, You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of this Site, any Products and/or Services offered by Us, or any information or materials contained on or derived from the Site or the Products and/or Services without Our prior written consent. Nothing on the Site, Your use of the Site, Your purchase and/or use of any Products and/or Services offered by Inventor Institute, or Your use of any information or materials contained on or derived from the Site or the Products and/or Services shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Inventor Institute, its affiliates or any third party, whether by estoppel, implication, or otherwise. Inventor Institute reserves the right to take whatever action or actions it deems necessary or appropriate to enforce the Inventor Institute Agreements and Policies or to establish, exercise, protect, or enforce any of its rights arising thereunder or otherwise.

6) Your Representations.

You represent that You are at least 18 years of age and have attained the age of majority in the state in which You reside, and any information or data that You submit to Us in connection with Your purchase and/or use of any Products and/or Services is correct and accurate to the best of Your knowledge. In the event that any such information or data changes, You will promptly contact Us to advise Us of the change and provide Us with the updated information or data.

7) Not Legal Advice.

The Products and/or Services furnished by Inventor Institute and any information or materials contained on or derived from the Site or the Products and/or Services has been developed or accumulated by Us for informational purposes only. The information and materials contained on the Site, furnished in connection with the Products and Services offered by Us, or any other information or materials contained on or derived from the Site or the Products and/or Services and any other advice, information, or materials given to You by Us, or Our employees, agents, or independent contractors, is not intended to be and shall not be considered to be legal advice. Legal advice of any nature should be sought from qualified legal counsel.

8) Links.

While the Site includes links providing direct access to other Internet sites, Inventor Institute makes no representations or warranties whatsoever and takes no responsibility for the content or information contained on these sites or the products or services offered through these sites. Furthermore, Inventor Institute does not exert any editorial or other control over these sites. All such links provided on the Site are intended solely for the convenience of users of the Site and do not represent any endorsement, advertisement, or sponsorship of these sites or any products or services offered through such sites. Your linking to any of these sites is at Your own risk.

9) Disclaimers of Warranties.

While Inventor Institute uses reasonable efforts to include accurate and up to date information on the Site, Inventor Institute makes no representations or warranties as to its accuracy. Furthermore, Inventor Institute does not represent or warrant that (a) the Site, Site service, or any Products and/or Services offered by Us will be uninterrupted, timely, secure, or error free; (b) the Site, any Products and/or Services offered by Us, or any information or materials contained on or derived from the Site or the Products and/or Services will meet Your requirements or is accurate, current, or complete; (c) that the results that may be obtained from Your use of the Site, any Products and/or Services offered by Us, or any information or materials contained on or derived from the Site or the Products and/or Services will be accurate or reliable, (d) the quality of any Products and/or Services offered by Us or any information or materials contained on or derived from the Site or the Products and/or Services will meet Your expectations or be error free, and (e) any information, software, or other materials available on or accessible through the Site is free of viruses, worms, Trojan horses, or other harmful components that may infect Your computer equipment or other property on account of Your access to, use of, or browsing in the Site, Your downloading of any materials, data text, images, video, or audio from the Site, Your use of any Products and/or Services offered by Us, or Your use of any information or materials contained on or derived from the Site or the Products and/or Services. In addition, no advice or information given by Us, or Our employees, agents, or independent contractors, to You, whether oral or written, shall create any warranty, express or implied. Your use of and browsing in the Site, Your use of any Products and/or Services offered by Us, Your use of any information or materials contained on or derived from the Site or the Products and/or Services, and Your use of any advice or information given to You by Us, or Our employees, agents, or independent contractors, are at Your risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE, ALL PRODUCTS AND/OR SERVICES PROVIDED TO YOU BY US, ALL INFORMATION OR MATERIALS CONTAINED ON OR DERIVED FROM THE SITE OR THE PRODUCTS AND/OR SERVICES, AND ALL ADVICE AND INFORMATION GIVEN TO YOU BY US, OR OUR EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, ARE PROVIDED TO YOU ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

10) Limitation of Damages.

IN NO EVENT SHALL INVENTOR INSTITUTE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH, OR RELATED TO THE SITE, YOUR USE OF OR INABILITY TO USE THE SITE, THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY PRODUCTS AND/OR SERVICES OFFERED BY US, YOUR USE OF ANY INFORMATION OR MATERIALS CONTAINED ON OR DERIVED FROM THE SITE OR THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY ADVICE OR INFORMATION GIVEN TO YOU BY US, OR OUR EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE INVENTOR INSTITUTE AGREEMENTS AND POLICIES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT INVENTOR INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF YOUR GOODWILL, ATTORNEYS' FEES AND DISBURSEMENTS, DAMAGE TO BUSINESS OR BUSINESS RELATIONS, LOSS OF USE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, COMPUTER EQUIPMENT), LOSS OF DATA, LOSS OF INTELLECTUAL PROPERTY RIGHTS, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR SERVICES, DOWN-TIME COSTS, CLAIMS OF YOUR CUSTOMERS, OR DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO INVENTOR INSTITUTE'S ACTS OR OMISSIONS, WHETHER UNDER NEGLIGENCE, STRICT LIABILITY, ENTERPRISE LIABILITY, OR OTHER PRODUCT LIABILITY THEORIES. INVENTOR INSTITUTE'S TOTAL LIABILITY ARISING FROM, CONNECTED WITH, OR RELATED TO THE SITE, YOUR USE OF OR INABILITY TO USE THE SITE, THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY PRODUCTS AND/OR SERVICES OFFERED BY US, YOUR USE OF ANY INFORMATION OR MATERIALS CONTAINED ON OR DERIVED FROM THE SITE OR THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY ADVICE OR INFORMATION GIVEN TO YOU BY US, OR OUR EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, AND THE INVENTOR INSTITUTE AGREEMENTS AND POLICIES, SHALL NOT EXCEED THE AMOUNT YOU PAID TO INVENTOR INSTITUTE FOR ANY

PRODUCTS OR SERVICES PURCHASED BY YOU FROM US, BUT IN NO CASE WILL INVENTOR INSTITUTE'S LIABILITY TO YOU EXCEED \$1,000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO INVENTOR INSTITUTE FOR ANY PRODUCTS OR SERVICES PURCHASED BY YOU FROM US, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM INVENTOR INSTITUTE, REGARDLESS OF THE CAUSE OF ACTION. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE ABOVE EXCLUSIONS AND LIMITATIONS.

11) Time Limit to Bring Claim.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BY YOU ARISING FROM, CONNECTED WITH, OR RELATED TO THE SITE, YOUR USE OF OR INABILITY TO USE THE SITE, THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY PRODUCTS AND/OR SERVICES OFFERED BY US, YOUR USE OF ANY INFORMATION OR MATERIALS CONTAINED ON OR DERIVED FROM THE SITE OR THE PRODUCTS AND/OR SERVICES, YOUR USE OF ANY ADVICE OR INFORMATION GIVEN TO YOU BY US, OR OUR EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE INVENTOR INSTITUTE AGREEMENTS AND POLICIES MUST BE FILED AGAINST INVENTOR INSTITUTE IN A COURT OF LAW WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE FOREVER BARRED.

12) Disclaimers, Exclusions, and Limitations.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS IN SECTIONS 9, 10, AND 11 OF THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE NOT INTENDED TO DEPRIVE YOU OF ANY MANDATORY PROTECTIONS PROVIDED TO YOU UNDER APPLICABLE LAW.

13) Indemnity.

You agree, at Your sole expense, to indemnify, defend, and hold harmless Inventor Institute, and its directors, officers, employees, shareholders, agents, co-branders, and other affiliates, from and against any and all claims, actions, suits, proceedings, judgments, demands, costs, expenses (including, without limitation, attorneys' fees and disbursements of counsel), and liabilities of any kind or nature whatsoever arising from, connected with, or related to Your use of or inability to use the Site, Your use of any Products and/or Services offered by Us, Your use of any information or materials contained on or derived from the Site or the Products and/or Services, Your use of any advice or information given to You by Us, or Our employees, agents, or independent contractors, Your breach of any of the Inventor Institute Agreements and Policies, or Your violation of the rights of a third party. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with Us in asserting any available defenses.

14) You hereby acknowledge that You have read the Inventor Institute Privacy Policy available at <http://www.myinventionscore.com/page/privacy> and agree to its terms.

15) Termination and Suspension of Site and Products and/or Services.

Inventor Institute reserves the right at any time, with or without notice, to limit, modify, suspend, or terminate the Site, any information or materials contained on the Site, or its offering of any Products and/or Services. Inventor Institute may also delete or prevent access to or use of all information, materials, and files related to the Site or its Products and/or Services. Inventor Institute will not be liable to You or any third party for any limitation, modification, suspension, or termination of the Site, any information or materials contained on the Site, its offering of any Products and/or Services, or the deletion or inaccessibility of information, materials, and files related to the Site or its Products and/or Services. In addition, Inventor Institute reserves the right at any time, with or without notice, to delete or otherwise dispose of any information, materials, and files related to Your use of the Site or Your purchase and/or use of any Products and/or Services in their entirety and not to store any such information, materials, or files. Inventor Institute will not be liable to You or any third party for any such deletion, disposal, or failure to store such information, materials, and files.

16) Changes to this Agreement.

Inventor Institute reserves the right, at any time and without notice, to change, modify, add to, or delete portions of this Agreement and/or the Additional Terms and Conditions under which We offer any Products and/or Services (including, without limitation, the fees and payment terms for such Products and Services), simply by posting such change to this Agreement or the Additional Terms and Conditions for such Products and/or Services on the Site. Any such change will be effective immediately upon posting on the Site. It is Your responsibility to regularly check the Site to determine if there have been changes to this Agreement or the Additional Terms and Conditions, and to review such changes. If We make any changes to this Agreement or the Additional Terms and Conditions, We will indicate at the top of this Agreement or the Additional Terms and Conditions, the date this Agreement or the Additional Terms and Conditions was last revised. The purchase and/or prior use of any Products and/or Services by You prior to any such change to this Agreement or the Additional Terms and Conditions will continue to be governed by the version of this Agreement and the Additional Terms and Conditions in effect at the time of such purchase and/or prior use. However, Your continued use of the Site or Your purchase or continued use of any Products and/or Services offered by Inventor Institute after any such changes constitutes Your acceptance of the new Agreement and/or Additional Terms and Conditions. If You do not agree to and accept, without limitation or qualification, all of the terms and conditions of this Agreement and any Additional Terms and Conditions (or any future Agreement or Additional Terms and Conditions) without modification, do not use or access (or continue to use or access) the Site or purchase and/or use (or continue to purchase and/or use) any Products and/or Services offered by Inventor Institute.

17) Miscellaneous.

Except as expressly stated in this Agreement, this Agreement, any Additional Terms and Conditions that apply to Your purchase and/or use of the Products and/or Services offered by Inventor Institute, Our Privacy Policy, and any Invention Confidentiality Agreement provided by Us that You have agreed to and accepted as part of Your purchase and/or use of the Products and/or Services offered by Inventor Institute (collectively, the "Inventor Institute Agreements and Policies") constitute the entire agreement between You and Inventor Institute with respect to Your use of the Site, Your purchase and/or use of any Products and/or Services offered by Inventor Institute, Your use of any information or materials contained on or derived from the Site or the Products and/or Services, and/or Your use of any advice or information given to You by Us, or Our employees, agents, or independent contractors, and supersede any prior understandings, memoranda, or other written or oral agreements between You and Inventor Institute with respect to such subject matter. The Inventor Institute Agreements and Policies shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to the principles of conflict of laws. Any suit or proceeding relating to the Inventor Institute Agreements and Policies shall be commenced exclusively in the state or federal courts located in New York County, New York, and each party hereto irrevocably consents to the exclusive jurisdiction and venue of such courts. If any provision of the Inventor Institute Agreements and Policies shall be finally determined to be unenforceable, invalid, or ineffective in any action, suit, or proceeding, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The determination that any provision of the Inventor Institute Agreements and Policies is unenforceable, invalid, or ineffective in any action, suit, or proceeding shall not affect the enforceability of the remainder of such agreement or policy. Failure on the part of Inventor Institute to insist upon strict compliance with any of the terms, covenants, or conditions of the Inventor Institute Agreements and Policies shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times. Inventor Institute may assign any or all of the Inventor Institute Agreements and Policies, in whole or in part, at any time with or without notice to You. You may not assign any of the Inventor Institute Agreements and Policies without the prior written consent of Inventor Institute. This Agreement is intended solely for the benefit of the parties hereto and does not create or grant any right in a person or entity who is not party to this Agreement. The headings in any of the Inventor Institute Agreements and Policies are inserted as a matter of convenience only and shall not be used to interpret or construe any provision of the Inventor Institute Agreements and Policies. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms and the singular of nouns, pronouns, and verbs shall include the plural and vice versa. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) references herein to "Sections," "paragraphs," and other subdivisions without reference to a document are to designate Sections, paragraphs, and other subdivisions of this Agreement, (b) the word "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as whole and not to any particular provision, and (c) the terms "include" or "including" shall mean without limitation by reason of enumeration.