

**GENIUS PATENT APC WEBSITE
LEGAL NOTICES AND TERMS OF USE**

IMPORTANT: Please read these Legal Notices and Terms of Use ("Notices and Terms") carefully before accessing this website.

These Notices and Terms create a legal agreement between you ("**You**") and Genius Patent APC ("**GPA**") that governs: (1) the information of GPA ("**Information**") made available through this website; (2) the nature of the relationship between You and GPA; (3) certain other matters of professional responsibility; (4) GPA's use of Your information gathered by it through this website; and (5) Your use of this website, related systems, and the Information (collectively, the "**GPA Site**"). By accessing any portion of the GPA Site, You are indicating that You have read and understood, and that You assent to be bound by, these Notices and Terms, which may be amended from time to time by GPA pursuant to the terms herein. If You do not agree to these Notices and Terms, You are not permitted to access the GPA Site.

1. NO LEGAL ADVICE

The Information is made available for general informational purposes only, and is not intended to constitute specific legal advice or to be a substitute for advice from qualified counsel. Without limiting the foregoing, the Information may not reflect recent developments in the law, may not be complete, and may not be accurate in or applicable to Your jurisdiction. Because the Information is general in nature and may not pertain to Your specific circumstances, You should not act or refrain from acting based on any Information without first obtaining advice from professional counsel qualified in the applicable subject matter and jurisdictions.

2. NO ATTORNEY-CLIENT RELATIONSHIP

GPA has a policy of entering into attorney-client relationships with its clients only in accordance with certain procedures that include executing a legal services agreement and addressing professional responsibility conflicts as required by the Bar Associations of the states in which GPA maintains offices. You agree that Your access of the GPA Site or receipt of the Information, or Your transmission of electronic mail to addresses on the GPA Site, does not create an attorney-client relationship between You and GPA.

3. OTHER MATTERS OF PROFESSIONAL RESPONSIBILITY

3.1 Sensitive Communications. You agree that electronic mail sent by You to GPA will not be treated as confidential or invoke an attorney-client privilege; provided, however, that if You are an existing client of GPA and You send an electronic mail to GPA pertaining to a matter in which GPA then represents You, such electronic mail may be entitled to be treated as confidential or privileged.

Notwithstanding the foregoing, You acknowledge that electronic mail and the Internet are generally insecure media of communication, and GPA cannot guarantee the confidentiality of any electronic mail sent to or received by it or any information submitted by You to GPA through the GPA Site.

3.2 Authorized Jurisdictions; Certifications. While GPA practices law in the jurisdictions in which its offices are located as well as other jurisdictions, each GPA attorney is licensed to practice only in those jurisdictions set forth on the GPA Site. Except as specifically stated, each GPA attorney is not certified (including as a specialist) by any professional or government authority.

3.3 Principal Office; Responsible Attorney. To the extent the requirements of the Bar Association in Your jurisdiction require such designation: GPA's principal office is its San Diego office. GPA's responsible attorney for the GPA Site is Bruce Hare for its offices in California.

3.4 No Warranty of Results. The Information may contain descriptions of matters in which GPA successfully represented its clients. The results of these matters were dependent on their specific circumstances, and are in no way intended to be predictive of future results, even in similar circumstances, or offer any type of guarantee or assurance of outcome. Information pertaining to GPA clients may not reflect the opinions of such clients.

4. PRIVACY

With respect to information submitted or collected on the GPA Site, You accept GPA's privacy policy as set forth in this Section 4. This Section 4 does not pertain to, and GPA is not responsible for the privacy practices of, any third party websites to which the GPA Site hyperlinks. Certain areas of the GPA Site may be subject to additional privacy-related provisions, links to which will be posted in those areas.

4.1 Activity Logging. When You use the GPA Site, which may be hosted in part or its entirety by a third party, the GPA Site will collect information indirectly and automatically (through, for example, the use of "cookies" or Your "IP address") about Your activities. GPA may use this activity information (the "**Activity Information**") for internal purposes such as to administer the GPA Site, improve the GPA Site, and help GPA understand how the GPA Site is being used including the demographics and "clickstreams" of its visitors. "Cookies" are small pieces of information stored on Your hard drive, not on the GPA Site. You are always free to decline cookies if Your browser permits, but in that case, some portions of the GPA Site may not operate properly. An "IP address" is a number that is automatically assigned to Your computer when You use the Internet.

4.2 Personally Identifiable Information. The GPA Site is designed so that You may generally browse it without providing any Personally Identifiable Information (defined below). Certain areas of the GPA Site, however, may require or allow the voluntarily submission of Personally Identifiable Information (for example, using a contact form). GPA uses Your Personally Identifiable Information for the purposes for which it was submitted by You to GPA. Except as otherwise set forth in this Section 4, GPA does not share Your Personally Identifiable Information with third parties. "Personally Identifiable Information" means information that would allow someone to identify or contact You, such as Your name, physical or electronic mail address, and telephone number; provided, however, that Personally Identifiable Information does not include aggregated information that, by itself, does not permit the identification of individual persons and does not include the Activity Information.

4.3 Additional Disclosure of Personally Identifiable Information. GPA may share Personally Identifiable Information with third parties, including affiliated firms and third parties

performing services for or on behalf of GPA. Such services may include communications, database, event management, hosting, mailing, and marketing services. Additionally, GPA cannot fully ensure that Your Personally Identifiable Information will not be disclosed to third parties. For example, GPA may be legally obligated to disclose information to the government or third parties under certain circumstances, third parties may circumvent GPA's security measures to unlawfully intercept or access transmissions or private communications, or an error may occur in the administration of the GPA Site. In the unlikely event that GPA needs to investigate or resolve possible problems or inquiries, GPA may, and You authorize GPA to, disclose any information about You to government officials as permitted by applicable law.

4.4 Miscellaneous Privacy Terms. GPA has implemented and follows appropriate technical measures to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personally Identifiable Information. You should know, however, that GPA cannot fully eliminate such risks. GPA hopes this Section 4 clarifies GPA's procedures regarding its collection, use and disclosure of Your information including Personally Identifiable Information. From time to time, GPA may modify this Section 4. Such modifications will be effective on the date that GPA posts the modified statement to the GPA Site. Questions or concerns regarding the privacy policy in this Section 4 may be submitted to admin@GPA.com.

5. GENERAL TERMS OF USE

5.1 Prohibited Uses. You will not use the GPA Site in violation of any applicable law. Without limiting the foregoing, You will not use the GPA Site in connection with (a) the infringement of intellectual property rights including GPA's rights in its marks and its articles and alerts; (b) the unauthorized transmission of unsolicited commercial electronic mail; (c) the transmission of defamatory materials; or (d) fraud. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the GPA Site.

5.2 Copyright in Information. The GPA Site including the Information is protected by United States and international copyright laws. All rights are reserved. Subject to the terms of these Notices and Terms, GPA grants to You a limited, nonexclusive, personal license to access, view, download and print the Information solely for noncommercial and informational purposes. You may not modify the Information in any way and You may not remove or obscure any copyright or permission notices provided on or in connection with the Information. GPA does not grant to You any rights in its marks. You are free to hyperlink to any page in the publicly available pages of the GPA Site; provided, however, that You agree to remove any such hyperlink upon GPA's written request.

5.3 Electronic Mail. Subject to Section 5.1, You may send electronic mail to those addresses made available on the GPA Site for the purposes of requesting alerts or other news notification services, submitting voluntary responses, responding to or making inquiries regarding GPA events, requesting information regarding GPA or legal or other services offered by GPA, and inquiring about employment opportunities. You agree to cease sending electronic mail to any GPA address upon GPA's request.

5.4 No Warranties. THE GPA SITE IS PROVIDED TO YOU "AS IS." YOUR ACCESS AND USE OF THE GPA SITE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, GPA DISCLAIMS ALL CONDITIONS,

REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT, AND UNINTERRUPTED OR ERROR FREE OPERATION.

5.5 Disclaimer of Liability. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, GPA DISCLAIMS LIABILITY FOR ANY LOST PROFITS OR INCOME, LOST BUSINESS, OR LOST DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THE GPA SITE.

5.6 Third Party Information. GPA may hyperlink to or otherwise make third party information available on the GPA Site. This is done solely for the purposes of convenience. GPA does not endorse or approve of any such third party information or such third parties.

5.7 Miscellaneous. You agree that any dispute arising out of or in connection with the GPA Site or these Notices and Terms will be governed by the laws of the State of California without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction, and You submit to the exclusive jurisdiction and venue of the state and federal courts located in San Diego County, California. In the event that You gain access to information not intended to be accessed by You, You agree that You will immediately notify GPA and lawfully destroy all copies of such information in Your possession. GPA may be contacted at admin@GPA.com.