

Terms of Use

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Welcome

Welcome to **Gnovelty**, a platform designed to assist with patent and trademark drafting (the "**Service**"). Gnovelty ("**we,**" "**our,**" or "**us**") owns and operates the Service accessible through our designated website (the "**Platform**").

Please carefully read the following Terms of Use (the "**Terms**"). By using, accessing, or registering with the Service, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Service.

These Terms govern your access to and use of Our Platform. The professional and legal relationship between the users seeking patent drafting assistance ("**Users**") and the patent attorneys or agents ("**Patent Attorney**") affiliated through the Platform is governed by a separate agreement between the parties.

DISCLAIMERS

GNOVELTY IS NOT A LAW FIRM OR A PATENT AGENCY AND DOES NOT PROVIDE LEGAL ADVICE OR SERVICE ITSELF.

THE LEGAL DOCUMENTS PROVIDED THROUGH THE PLATFORM ARE CREATED BY INDEPENDENT PATENT ATTORNEYS, PATENT AGENTS OR LAWYERS WHO ARE SOLELY RESPONSIBLE FOR THE CONTENT THEY DELIVER AND WITH WHOM YOU ENGAGE DIRECTLY.

WE DISCLAIM ANY LIABILITY FOR THE CONTENT OF ANY DOCUMENTS, AS WELL AS FOR THE OUTCOMES OF ANY LEGAL PROCEDURES FOR WHICH THE CONTENT IS INTENDED. WE ALSO DISCLAIM ANY RESPONSIBILITY FOR THE SUITABILITY OR QUALITY OF THE LEGAL CONTENT PROVIDED THROUGH THE PLATFORM.

WE DO NOT GUARANTEE AND MAKE ANY REPRESENTATION OR JUDGMENT ABOUT THE ACCURACY, ADEQUACY, COMPLETENESS, CREDIBILITY, AUTHENTICITY, VALIDITY, INTEGRITY OR LEGALITY OF THE LEGAL CONTENT WRITTEN BY PATENT ATTORNEYS, PATENT AGENTS OR LAWYERS THROUGH OUR PLATFORM.

THE CONTENT PROVIDED THROUGH OUR PLATFORM EXCLUSIVELY INVOLVES THE CREATION OF IP-RELATED MATERIALS. NEITHER GNOVELTY OR THE PATENT ATTORNEYS OFFER PATENT APPLICATION OR SUBMISSION.

Age Restriction

You may only use the Service if you are over the age of 18. By using, accessing, or registering with the Service, you declare that you are at least 18 years of age. If you are under the legal age of maturity in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to accept these Terms. By using the Service, you declare to us that you have obtained it. **If you are under the age of 13 you may not use the Service in any way.**

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Third-Party Platforms

Use of the Service may involve the use of third-party services and platforms, such as Facebook, Google, etc. (“**Third Party Platforms**”). For example, you may “share” content through Third Party Platforms. Use of Third-Party Platforms is governed by their respective terms of Service, not by these Terms. You bear the sole and exclusive responsibility for complying with those other Terms of Service.

Service

The Service is available only to registered users. Use of the Service requires registration of a personal account through the Platform (“**Account**”). When you register for the Service, we will ask you to provide us with the details we describe in our privacy policy (“**Registration Information**”). Once registered, you may access the Service using your account username and password. Make sure that you change your password periodically. You may not transfer your Account to any third party, in any manner whatsoever. You must maintain the confidentiality of your Account login details and may not provide or disclose them to anyone else. You agree to inform us of any unauthorized use of your Account that you become aware of.

You are solely responsible for all acts or omissions associated with your access and use of the Service or your Account.

We reserve the right to request additional information to verify your identity. If you fail to provide us with the requested information, we reserve the right to suspend or terminate your Account, pursuant to these Terms.

False information. If we believe that the information you provide is false, deceptive, or offensive, we reserve the right to suspend or terminate your Account or your access to the Service.

Content And Dealings

Registered Users may upload content on or through the Service and use the Service in different ways, as further described within the relevant sections of the Service.

At any time, you may change your personal preferences and the way you use the Service, by using the tools provided therein and in your personal account, as may be available from time to time.

The inclusion of any content on or through the Service does not constitute our endorsement, sponsorship, recommendation, or encouragement to suggest, or comply with any advice, engage in any interaction, activity, transaction, or dealings with any third party, or authorization or representation of our affiliation with any third party.

WHEN YOU USE THE PLATFORM AND SUBMIT CONTENT USING THE PLATFORM, YOU REPRESENT AND WARRANT TO US THAT:

- You are the rightful owner of all rights to such content, or are lawfully licensed by all the rightful owners to submit such content on, the Service;
- You are lawfully entitled to grant us the rights and licenses in and to such content, as contemplated by these terms;

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- You lawfully obtained the consent of all individuals depicted, shown, or referred to in the content, to include them in the content and to use that content for the purposes and in the manner contemplated by these Terms. With respect to minors depicted, shown, or referred to in the content, you lawfully obtained the consent of their parents or legal guardians, as well as such minors' approval;
- Submitting content through the Platform does not infringe any rights of third parties, including intellectual property rights, privacy rights, and publicity rights.

Payments

Use of the Platform is free of charge, except for the Service offered within that are subject to fees at the rates and schemes determined on the relevant pages of the Service ("**Fee-Based Services**").

Some of the services offered through the Platform are offered free of charge, including, but not limited to, consultations, samples of IP-related documents and other resources ("**Free Service**"). These services are intended for informational use only, and are not to be a substitute for professional legal advice or specialized intellectual property services. Any use of any Free Service, sample, solutions, estimates and similar materials provided by Gnovelty are protected by copyright, with all rights reserved. Any unauthorized use, reproduction, or distribution of these materials is strictly prohibited and may result in legal action.

We reserve the right, at any time and at our sole discretion, to modify, discontinue, or terminate any free-of-charge service.

Fee Based Services. The prices, features, and options of the Fee Based Services depend on the service selected as well as any changes instigated by Us. We do not represent or warrant that a particular service will be offered indefinitely and reserve the right to change the prices for or alter the features and options of a particular service without prior notice. Fee Based Services can only be paid through the Platform, using a designated online secure payment provider (such as PayPal). We reserve the right to change the online payment system and/or provider from time to time. Without derogating from the above, we may, at any time and in our sole discretion, change from a free-of-charge feature to a fee-based feature.

Users are prohibited from making any payments, in any form or through any means, directly to any patent attorney for any IP-related content or services outside of the Platform. All transactions must be conducted exclusively within the Platform to ensure compliance with Our policies.

Currency and Rates. Fee-Based Services are chargeable in Euros.

No Refunds. You will timely pay all fees associated with your Service. PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN GNOVELT'S CANCELLATION POLICY.

Recurring Charges.

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We reserve the right to offer and implement recurring payment methods for the Fee-Based Services. To access and use these services, you will be required to provide accurate and up-to-date information for a valid payment method that you are authorized to use. Billing for these services may occur through the payment method you provide (e.g., credit card) or via an intermediary provider such as PayPal.

We reserve the right to modify or discontinue recurring payment arrangements at any time, in compliance with applicable laws.

BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN TO ANY SERVICE, YOU AUTHORIZE US OR ANYONE ON OUR BEHALF TO CHARGE THE PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS (“AUTHORIZATION”) FOR: (a) THE APPLICABLE SERVICE CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICES.

Failing to Pay. Failing to settle your payments due for Fee-Based Services will entitle us to terminate these terms or block your access to the Platform, without regard to any other remedies available to us under applicable law.

Use Of Service and Restrictions

While using the Service, you must refrain from:

- Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the use of the Service;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including laws governing privacy, defamation, spam, and copyright;
- Interfering with, burdening, or disrupting the functionality of the Service;
- Breaching the security of the Service or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible, or undocumented in the Service;
- Using or launching any automated system, including without limitation robots, crawlers, and similar applications to collect and compile content from the Service;
- Displaying the Service or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Service, independently from the manner in which they originally appear or are made available through the Service;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining, and processing personal information of or about other users of the Service disrupting, harassing, or otherwise interfering

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with other users' experience on the Platform, including sending unsolicited communications.

- Engage in or facilitate direct payment to any patent attorney outside of the Platform, or solicit any patent attorney to provide services or engage in any interactions outside of the Platform, in any manner or form.
- Use of the Platform to solicit or recruit individuals for purposes related or unrelated to patent registration or intellectual property services, including direct recruitment of patent attorneys for related or unrelated services.
- Use of the Service for any purpose that is unlawful, fraudulent, or in violation of applicable regulations, including but not limited to patent fraud or submitting false or misleading information during the registration process.

Privacy

We respect your privacy. Our [Privacy Policy](#) which is incorporated into these Terms by reference, explains the privacy practices on the Service.

Intellectual Property

Your Intellectual Property

We do not claim ownership to the content provided to you as a result of the Service, by any patent attorney through the Platform nor of any materials you have upload or link to the Platform. This includes, but is not limited to: designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, algorithms, SPIs, APIs, databases, interfaces, text and literary works.

You hereby agree that to enable the provision of services, you grant Us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use, process, and display any content you upload to the Platform. This license is strictly limited to facilitating interactions and the delivery of services through the Platform.

Gnovelty Intellectual Property

We own all rights, title, and interest in and to the Service, including patents, copyrights, trademarks, trade names, Service marks, trade secrets, and other intellectual property rights, and any goodwill associated therewith. Other than as expressly permitted in the Terms and offered by the Service's functionality, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Service, any part thereof or any of the Content on or of the Service (except for your own Content and intellectual property materials that you uploaded), either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means.

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You may not adapt or otherwise use, including in any Internet domain name, any name, mark, or logo that is similar to our marks and logos. You must refrain from any action or omission which may dilute, or tarnish our goodwill.

Changes

We may revise these Terms, in whole, or in part, at any time to time. In such a case, we will notify you. Your continued use of the Service after the effective date of the amended Terms constitutes your consent to the amended Terms. In case of legal requirements, we may also introduce immediate changes to these Terms. The latest version of the Terms will be accessible through the Platform.

In any event, if you do not consent to the amended Terms, you must discontinue your use of the Service.

Service Suspension or Termination. We reserve the right, at our sole discretion, to suspend, discontinue, or terminate the operation of the Service, in whole or in part, either temporarily or permanently, for all users or specific users, at any time and without prior notice. Such actions shall be taken without incurring any liability to you.

Disclaimer of Warranty

The Service is provided for use “as is” and “with all faults”. We and our staff disclaim all warranties and representations, either express or implied, with respect to the Service, the content, or any services offered through it, your user account, any interaction related to the Service, any communication made by the Service, and Third-Party Platforms, as well as for any third party software or hardware, including any warranties of merchantability, fitness for a particular purpose, safety, effectiveness, quality, reliability, non-infringement, title, compatibility, performance, availability, security or accuracy.

We are not a law firm or a patent agency. We don't offer legal advice, or file legal documents on users behalf. The platform's main function is facilitating connections between patent attorneys, patent agents or lawyers and users who seek IP related services.

Limitation of Liability

We and our staff shall, to the maximum extent permitted by the applicable law, not be liable for any indirect, special, punitive, exemplary, statutory, incidental or consequential damage, or any similar damage or loss (including loss of profit and loss of data), costs, expenses and payments, either in tort (including negligence), contract, or in any other form or theory of liability, arising from, or in connection with the Service, the content and services offered through it, the use of, or the inability to use the Service, or your user Account, or any communication or interactions with the Service, or any communications, interactions, dealings, engagements and transactions with others on or through the Service, or from any failure, error, or breakdown in the function of the Service, or from any fault, or error made by our staff, or from your reliance on content available on the Service, or any denial of your access to the Service, or retention, deletion, disclosure and any other use or loss of content on the Service or our systems, or from any reliance made by you on third party software or hardware. To the greatest extent permissible under law, the total aggregate liability of Gnovelty and

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its staff for any damages either in tort (including negligence), contract, or in any other form or theory of liability, arising from, or in connection with the Service, the content, and services offered through it, shall be capped at the total fees you have paid (if any) Gnovelty in the twelve months preceding the event purportedly giving rise to the damage. The above liability cap will not apply where prohibited by law, such as liability for bodily injury arising from Gnovelty negligence, or liability arising from Gnovelty willful misconduct or fraud.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN SOLE RESPONSIBILITY.

You are solely responsible for the content you provide and communicate through the Service, and for all consequences associated with it, as well as for any communications you make through the Service.

You will indemnify and hold us harmless, to the maximum extent permitted by law and promptly upon our notice, from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any allegation or claim brought against us related to your actions, communications, Content or information submitted to or made through the Service.

Termination

Terminating Your Account. You may, at any time, request to terminate your account by contacting us at info@gnovelty.com.

We may temporarily or permanently limit, block your access to, or terminate your user Account and your ability to use our website if we determine that you have breached these Terms.

Upon termination of these Terms or your Account, for any reason, your right to use the Service is terminated and you must immediately cease using the Service; and we will not be liable to you for termination of access to the Service.

Governing Law & Jurisdiction

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Israel excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of Israel.

The competent courts located in the Tel Aviv district will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Service and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and us, each, hereby expressly consent to personal jurisdiction in Israel and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the "LIMITATION OF LIABILITY" clause above, in any court adjudicating a third-party claim against us.

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General

Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements.

These Terms may only be modified by a written amendment duly executed by us, in accordance to the "CHANGES" clause above. No waiver, concession, extension, representation, alteration, addition, or derogation from the Terms by us, or pursuant to failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of our rights to demand such performance at any time thereafter, nor shall it constitute a waiver of any other terms or conditions.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void.

The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms or affect the meaning or interpretation of any of the provisions herein.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

Contact us

You may contact us with any questions that you may have with respect to the Service, at: info@gnovelty.com