

Terms of Service

Revised: April 24, 2018

These Terms of Service (“Terms”) govern your use of the Specifio website (“Site”) and the Specifio deep learning and natural language generation technologies and services (“Services”). The Site and Services are provided by Specifio, Inc. (“Specifio” “we” “our” “us”). “You” and “your” refers to you as a user of the Site or Services.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A LAW FIRM, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SITE OR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SITE OR SERVICES. BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY.

1. Eligibility

To use the Site or the Services, you must be at least 18 years old and registered to practice before the United States Patent & Trademark Office or the local patent office in the jurisdiction where you practice.

2. Terms of Sale

All paid plans must enter a valid payment account. We offer several pricing and payment options, including paid trials, per-application, and tiered subscription fees. Our pricing and payment terms are available at [pricing page](#). If you agree to a price and payment terms, that will remain your price and payment terms for the duration of the Services term. We may change prices and payment terms at any time. Price and payment term changes are not retroactive, but will apply to future Services. All payments are non-refundable, except as expressly set forth in these Terms. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

3. Additional Terms

Some of our Services have additional terms and conditions (“Additional Terms”). Where Additional Terms apply to a Service, we will make them available for you to read through your use of that Service. By using that Service, you agree to the Additional Terms.

4. Acceptable Use of the Site and Services

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. We prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Site or Services, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people’s intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site or Services; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

5. User Content

The Site and Services may allow you to upload, submit, store, send, or receive content and data (“User Content”). User Content may include your Confidential Information, as described in paragraph 10 of our [Information Security & Confidentiality Policy](#) (“Privacy Policy”).

We do not claim any ownership rights in or to the User Content.

When you upload, submit, store, send, or receive User Content to or through the Site or Services – including when you e-mail patent claims to us – you grant us a limited license to reproduce and use your User Content solely to provide the Services to (e.g. generating and returning patent specifications based on your patent claims) and as otherwise described in these Terms

and our Privacy Policy (e.g. creating obscured content-stripped versions of certain User Content). Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Site and Services. In general, however, we will only need to use your User Content for as long as you choose to store it with us using the Site or Services.

You promise that you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above.

6. Ownership

Other than User Content, we own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services (“Our Content”); and (b) our trademarks, logos, and brand elements (“Marks”). The Site and Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Site and Services are copyright © Specifio, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Specifio.

7. Privacy

Your privacy is very important to us. Our Privacy Policy explains how we collect, use, protect, and when we share personal information and other data with others. Our Privacy Policy also explains how we keep your patent claims, specifications, and related information confidential. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

8. Changes to the Site or Services

We enhance and update the Site and Services often. We may change or discontinue the Site or Services at any time, with or without notice to you.

9. Termination

We reserve the right to not provide the Site or Services to any person. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Site and Services automatically terminates.

10. Support

Subject to the terms of these Terms and your payment of all applicable fees, we will provide you with technical support for the Services according to our standard technical support standards. We currently only offer support via e-mail (write to us at help@specif.io). You can contact our support team to help answer your questions on using the Services, identifying and verifying the causes of suspected errors in the Services, and helping you find workarounds for Services malfunctions. We might not be able to correct every problem we find, but we will use our reasonable efforts to correct any material, reproducible errors in the Services that you make us aware of.

11. Disclaimer and Limitations on Our Liability

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, SPECIFIO AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (“AFFILIATES”) DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

IN PARTICULAR, SPECIFIO AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE OR SERVICES. SPECIFIO AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF

PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU HAVE ACTUALLY PAID US DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

You understand and agree that we have set our prices and entered into these Terms with you in reliance upon the limitations of liability set forth in these Terms, which allocate risk between us and form the basis of a bargain between the parties.

12. Indemnification

You agree to indemnify and hold harmless Specifio and its affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

13. Arbitration Agreement & Waiver of Certain Rights

You and Specifio agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and Specifio hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and Specifio relating to these Terms or the Offerings (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies. If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Specifio will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or Specifio from seeking action by federal, state, or local government agencies. You and Specifio also have the right to bring qualifying claims in small claims court. In addition, you and Specifio retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor Specifio may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Specifio's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms. This Section of the Terms will survive the termination of your relationship with Specifio.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR SPECIFIO WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.]

14. No Attorney-Client Relationship or Legal Advice

You acknowledge and agree that the communication of information by, in, to or through this Site or Services and your receipt or use of it (i) is not provided in the course of and does not create or constitute an attorney-client relationship, (ii) is not intended as a solicitation, (iii) is not intended to convey or constitute legal advice, and (iv) is not a substitute for obtaining legal advice from a qualified attorney.

15. Other Provisions

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Orange County, California. You consent and submit to the personal jurisdiction of such courts

for the purposes of any such action.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

16. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Site or Services, you are agreeing to the revised Terms.

Please print a copy of these Terms for you records and PLEASE check the Site frequently for any changes to these Terms.

[Terms of Service](#) [Privacy Policy](#) info@specif.io [in](#) [f](#) [t](#)

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