PTAB BAR ASSOCIATION Terms of Use

All materials posted on this site are subject to copyrights owned by the PTAB Bar Association ("we", "us" or "our") and our licensees. Any reproduction, retransmission, or republication of all or part of any document found on this site is expressly prohibited, unless the PTAB Bar Association or the copyright owner of the material has expressly granted its prior written consent to so reproduce, retransmit, or republish the material. All other rights reserved.

- 1. **General**. By accessing www.ptabbar.org (the "Site"), each user agrees to these PTAB Bar Association Terms of Use (collectively, the "Terms"). If you use the Site in the course of business, you also agree to these Terms on behalf of your employer. If you do not agree to these Terms or you are not authorized to do so, you should not use the Site.
- 2. Login Credential. To use some of our services, you may be required to create an account by providing certain information. We may ask you to complete a registration form and create a username and password ("Login Credentials"). You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account, including without limitation any financial obligations. You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials.
- 3. Account Information. During your registration on the Site, you agree to give truthful information about you and, if applicable, your employer (such as name, email address, physical address, employer name, phone number and payment account information) (collectively, "Account Information"). You agree to keep the Account Information accurate and up to date. We may contact you to verify your Account Information and may require you to provide additional information for purposes of fraud prevention or verifying your Account Information. We may suspend you from our services if you do not provide such information with a reasonable period.
- 4. **Billing**. We may use third-party payment services to bill you in lieu of directly processing your credit card information. By submitting your payment account information, you grant us the right to store and process your information with the third-party payment service, which may change from time to time; you agree that we will not be responsible for any failure of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third-party payment service in addition to these Terms. You agree that we may change the third-party payment service and move your information to other service providers that encrypt your information using transport layer security (TLS) or comparable or superior security technology.

- 5. **Refunds**. Other than as may be expressly set forth on the Site as updated from time to time, we have no obligation to provide refunds or credits, but may grant them in certain circumstances in our sole discretion.
- 6. Your Responsibility for User Content. You are solely responsible for all Content that you provide or make available through the Site ("User Content"), and "Content" means any information, data, text, image, audiovisual materials or other content, in any form, whether now existing or hereafter developed. You acknowledge and agree that you own all of the User Content or have all of the necessary rights to grant us the license rights in the User Content. You represent, warrant and covenant that neither the User Content nor any use of the User Content will misappropriate, infringe or otherwise violate any third party's intellectual property rights, violate any third party's rights of privacy, or result in any violation of law or regulation. You agree to indemnify and hold us harmless against all claims and liabilities resulting from any User Content.
- 7. **Rights in User Content**. By providing or making available User Content through the Site, you hereby grant to us a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up license to reproduce, distribute, prepare derivative works of, display, modify, translate, adapt, publicly perform, publicly display and otherwise use the User Content that you provide or make available through the Site, and you understand that we may allow any third party to use your User Content as well.
- 8. Our Content; Pro Bono Information. Subject to these Terms and any other agreement between you and us, we hereby grant to you a limited, personal, non-transferable, nonexclusive, non-sublicensable, revocable license to access and use content that we make available through the Site, solely for internal non-commercial use or for your use in reviewing potential pro bono clients for the purpose of considering the representation of such potential pro bono clients, and subject to any restrictions on certain types of content set forth in these Terms or that may be set forth on the Site from time to time. You understand that the content that is posted on the Site is used by you at your own risk. Notwithstanding the foregoing, any information received by users through the Site in connection with any past, current or prospective pro bono representation, including but not limited to client personal information and intellectual property information, shall be treated with the utmost care and in compliance with all applicable laws and regulations as well as professional obligations governing pro bono representation. This includes maintaining strict confidentiality, ensuring proper data security measures, and adhering to any specific confidentiality requirements set forth by the relevant legal authorities or organizations. Any unauthorized disclosure, use or transfer of this information is strictly prohibited.
- 9. **Use of Name, Likeness, and Voice**. If you participate in any PTAB Bar Association-related activities (*e.g.*, conference, summit, regional programs, virtual webinars), you acknowledge and agree that we may take photographs or audio or video recordings of you (collectively, "AV Recordings") and you hereby grant to us a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up right to reproduce,

distribute, prepare derivative works of, display, modify, translate, adapt, publicly perform, publicly display and otherwise use the AV Recordings (including your likeness and voice included therein) on the Site and in other materials and media provided by or on behalf of us now known or later developed. Without limiting the foregoing, you waive all rights of publicity and rights of likeness in any such AV Recordings, and you also waive any other rights that may apply to any AV Recordings that include you.

- 10. **General Prohibition**. As a condition to your use of the Site, you will not use the Site for any purpose that is unlawful or otherwise prohibited by these Terms. We reserve the right, without prior notice to you and in our sole discretion, to terminate your access to the Site if we decide that your use violates these Terms.
- 11. **Prohibited Use; Unauthorized Access**. You agree not, and will not permit any person or entity, to: (i) use the Site for any unfair or deceptive practices or in contravention of any federal, state, local, foreign or other applicable law or regulations; (ii) act in a fraudulent, tortious, malicious or negligent manner when using the Site; (iii) act in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other party's use of the Site; (iv) obtain any information through any means not intentionally made available through the Site; (v) obtain unauthorized access to any computer system through the Site; (vi) circumvent, remove or otherwise interfere with any security-related features of the Site, features that prevent copying or using any part of the Site or features that enforce limitations on the use of the Site or any content; (vii) introduce viruses, worms, Trojan horses and/or other harmful code to the Site; (viii) use any robot, spider or other automated device, process or means to access, retrieve, scrape or index any portion of the Site or any content; or (ix) attempt any of the foregoing. In the event that you gain access to information not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession.
- 12. Prohibited Content and User Activity. You agree not, and will not permit any attempt by any person or entity to use the Site, to: (i) transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by us; (ii) use a name or language that we, in our sole discretion, deem offensive; (iii) post defamatory statements; (iv) post hateful or offensive Content or Content that disparages any ethnic, racial, sexual, gender, religious or other group; (v) post Content that depicts or advocates the use of illegal drugs; (vi) post Content that characterizes violence as acceptable, glamorous or desirable; (vii) post unsolicited advertising or unlawfully promote products or services; (viii) harass, threaten, bully, stalk or intentionally embarrass or cause distress to another person or entity; (ix) promote, solicit or participate in any multi-level marketing or pyramid schemes; (x) engage in disruptive activity; (xi) invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without consent; (xii) create a false identity or impersonate another person or entity; (xiii) encourage conduct that would constitute a criminal or civil offense; or (xiv) attempt any of the foregoing. We reserve the right to consider other conduct to be prohibited.

- 13. Copyright Infringement; DMCA Policy. If you believe that any materials on the Site infringe your copyright, you may request that such materials be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an agent and must include the following: (i) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (ii) identification of the material that you believe to be infringing, including a description of the material, and its location on the Site; (iii) your name, address, telephone number and email address; (iv) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law; (v) a statement that the information in your claim is accurate; and (vi) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf. Request for removal of information should be submitted to the PTAB Bar Association at 1660 International Drive, Suite 600, McLean, VA 22102. To protect the rights of copyright owners, we reserve the right to suspend your account and/or other any user privileges, delete or disable Content alleged to be infringing and/or terminate the account and/or other user privileges of a repeat infringer.
- 14. **Privacy Policy**. Please review our Privacy Policy which is a part of these Terms.
- 15. **Security**. You acknowledge that the Site uses the Internet for data transfer and Internet-connected servers to store content and individual data. While we use commercially reasonable security measures, no security measures are entirely effective and Internet communications have inherent insecurities. As such, we make no representations or warranties regarding the security offered in respect of the Site.
- 16. Third Party. The Site may include: (i) Content made available by third parties; (ii) links to third party sites; or (iii) features or functionalities that interoperate with services operated by third parties, which may be pursuant to a generally available application programming interface made available by such a third party or pursuant to an agreement that we have with such a third party. We have no control over any Content, links, features or functionalities offered by any third party, and those Content, links, features or functionalities may be modified, suspended or terminated at any time with no notice. We make no representation with respect to, nor do we guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of any third-party Content, links, features or functionalities, each of which are provided by us "AS-IS" and may be subject to their own terms. You understand that use of any third-party site is subject to its terms of service and privacy policy, and we request that you exercise caution and good judgment when using third-party sites.
- 17. **Providers of Third-Party Platforms**. You hereby acknowledge and agree that all of our licensors or other third parties: (i) are not parties to these Terms, except to the extent that any users that provide or make available Content are parties to these Terms with us; (ii) have no obligation whatsoever to furnish any maintenance or support services with respect

- to us; (iii) are not responsible for addressing claims by you or any third party relating to the Site; and (iv) have no responsibility to investigate, defend, settle or discharge any claim that the Site or use thereof infringes any third-party intellectual property rights.
- 18. **Disclaimer**. The Content set forth in the Site is for informational purposes only and may or may not reflect the most current legal developments. Accordingly, Content on the Site is not promised or guaranteed to be correct or complete and should not be relied upon as such. As legal advice must be tailored to the specific circumstances of each case, nothing provided on the Site should be used as a substitute for the advice of competent counsel. The Content available on the Site does not constitute legal advice and does not necessarily reflect the opinions of us. Nothing in the Site is made available by Patent Trial and Appeal Board. You acknowledge and agree we shall not be liable to you or any other party for any act or failure to act relating to the Content on the Site. YOU AGREE THAT WE HAVE NO LIABILITY TO YOU, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN RELATION TO YOUR USE OF THE SITE OR THESE TERMS FOR ANY CONSEQUENTIAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES, ANY LOST PROFITS OR COST OF COVER, OR ANY DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (US\$100), EXCEPT THAT THE ONE HUNDRED DOLLARS MAXIMUM DOES NOT INCLUDE ANY REFUNDS THAT WE MAY AGREE TO PROVIDE TO YOU.
- 19. Indemnification; Liability. By using the Site, you hereby agree to indemnify and hold harmless us and our officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense (collectively, "Claims"), including without limitation attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with (i) your provision of any Content, (ii) your use of the Site and/or (iii) any user or other third party's use of any User Content. At our option, you agree to defend us from any Claims.
- 20. **Governing Law**. These Terms, and any dispute between you and us in relation to these Terms, shall be governed by the laws of the Commonwealth of Virginia, except for the Uniform Computer Information Transaction Act which is hereby excluded, without regard to principles of conflicts of law that would result in the application of the law of any other jurisdiction.
- 21. **Entire Agreement**. These Terms, including our Privacy Policy contain the entire understanding of the parties with respect to the matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written) and cannot be amended except by a writing signed by both parties or by our posting of an amended version of these Terms on the Site. We may provide you notice of an updated version of these Terms if we make material updates to these Terms or as required by applicable law or regulation, and, upon such notice or at the time otherwise specified in such notice, these Terms will automatically become effective and binding on you. If you do not agree to these Terms, your sole remedy is to cease using the Site.

Last Updated: August 1, 2023