



# Patent Seekers

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## TERMS & CONDITIONS

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March 2020

PATENT SEEKERS RESEARCH INC  
Suite 304 (24th Floor), 120 Adelaide Street West, Toronto, Ontario, M5H 3V1, Canada  
Incorporation Number BC1185916 Business Number 726751688BC0001

## Contents

1. Application and entire agreement .....	2
2. Interpretation .....	2
3. Services .....	2
4. Your obligations .....	3
5. Fees and charges .....	3
6. Cancellation and amendment.....	3
7. Payment.....	4
8. Sub-Contracting and assignment.....	4
9. Termination .....	4
10. Confidentiality.....	5
11. Intellectual property .....	5
12. Liability and indemnity.....	5
13. Circumstances beyond a party's control.....	6
14. Communications .....	6
15. No waiver .....	6
16. Severance.....	6
17. Governing law and jurisdiction .....	6

## 1. Application and entire agreement

- 1.1. In these Terms and Conditions, Patent Seekers Research Inc., a company registered in Canada under Incorporation Number BC1185916 - Business Number 726751688BC0001 whose registered office is at Suite 304 (24th Floor), 120 Adelaide Street West, Toronto, Ontario, Canada, M5H 3V1, is referred to as “**we/our/us**”.
- 1.2. These Terms and Conditions apply to the provision of the services detailed in our quotation (the “**Services**”) to the person buying the services (“**you**”/“**your**”).
- 1.3. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the “**Contract**”) shall together form the entire agreement between us (the “**Agreement**”).
- 1.4. You acknowledge that you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) made or given by or on our behalf relating to the provision of Services under this Agreement other than as expressly set out in this Agreement. No variation of this Agreement will be of any effect unless it has been agreed in writing and signed by or on behalf of both parties.
- 1.5. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. This Agreement shall be binding upon and enure to the benefit of the parties, their successors, and assigns.

## 2. Interpretation

- 2.1. A “**business day**” means any day other than a Saturday, Sunday or bank holiday.
- 2.2. Clause headings in these Terms and Conditions are included for convenience only and do not affect the interpretation of these Terms and Conditions.
- 2.3. Unless the context otherwise requires, words denoting the singular include the plural and vice versa.

## 3. Services

- 3.1. We provide tailored worldwide patent and design search services producing search reports (the “**Services**”) which are for informational purposes only. To the maximum extent permitted by applicable law and regulation, we disclaim all representations, warranties, conditions and guarantees, whether express, implied, statutory or of other kind, nor do we accept any duty to any person, in connection with any search report. Without prejudice to the generality of the foregoing, no representation or warranty, either express or implied, is provided in relation to the accuracy, completeness or reliability of the information contained in any search report. As the user, you assume the entire risk as to the accuracy and the use of our search reports. None of the information contained on our website or in the Services constitutes legal advice.
- 3.2. We will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification, in all material respects. Although we will use reasonable efforts to ensure that the information on our website and in any report(s) produced as part of the Services is accurate, it is not guaranteed to be correct, complete or up-to-date. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 3.3. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

- 3.4. If a report is delayed more than five business days from the specified time frame and the cause of such delay has been due to us then we shall make a reasonable reduction in the price. We will not be liable for any delay not caused by us.
- 3.5. Unless agreed otherwise, any report and any other results of the Services shall be delivered in a form which we deem to be suitable.
- 3.6. These Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

#### 4. Your obligations

- 4.1. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to all relevant information, materials, properties and any other matters which we need to provide the Services.
- 4.2. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with clause 4.1 or by us terminating this Agreement in accordance with clause 9.
- 4.3. You agree that prior to and during the term of this Agreement we are entitled to obtain information about you and your credit worthiness.
- 4.4. You represent and warrant that:
  - 4.4.1. you shall comply with all applicable laws related to your performance under this Agreement, including all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of personal data, including without limitation the Personal Information Protection and Electronic Documents Act (PIPEDA) and any amendments or successors to the law ("**Applicable Privacy Laws**") when processing personal data in relation to the Services. You shall provide all reasonably necessary assistance to us to enable us to comply with Applicable Privacy Laws; and
  - 4.4.2. you shall comply with the terms of this Agreement.

#### 5. Fees and charges

- 5.1. The fees ("**Fees**") for the Services are set out in the quotation and are on a time and materials basis.
- 5.2. You are responsible for paying the Fees.
- 5.3. All Fees are exclusive of any applicable VAT and other taxes and you are responsible for payment of any applicable federal, state, local and city taxes.

#### 6. Cancellation and amendment

- 6.1. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 5 days from the date of the quotation, (unless the quotation has been withdrawn).
- 6.2. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- 6.3. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 6.4. If, due to circumstances beyond our control, including those set out in clause 13, we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum. Any such changes will not entitle you to compensation.
- 6.5. We may also make improvements and/or changes in the Services from time to time. Where such changes are deemed by us to be material we will notify you of the same. Any such changes will not entitle you to compensation.

## 7. Payment

- 7.1. We will invoice you for payment of the Fees either:
  - 7.1.1. when we have completed the Services; or
  - 7.1.2. on the invoice dates set out in the quotation.
- 7.2. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 7.3. Time for payment shall be of the essence of the Contract.
- 7.4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of Canada from time to time on the amount outstanding until payment is received in full. Should it become necessary for us to incur costs in recovering unpaid outstanding amounts, you agree that you shall be liable to pay such costs in full.
- 7.5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part.
- 7.6. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 7.7. Receipts for payment will be issued by us only at your request.
- 7.8. All payments must be made in Canadian Dollars unless otherwise agreed in writing between us, or where orders are purchased via our website.
- 7.9. You can pay any Fees via our third party payment processor (PayPal) or by credit card. If you have chosen to pay the Fees by credit card through our third party payment processor, you are responsible for providing a valid credit card number at the time you register to make payment by credit card. You represent and warrant that you are an authorised user of the credit card number provided, and you agree to pay all charges resulting from your account for the Services ordered and detailed in the quotation at the Fees then in effect, including any unauthorised charges incurred prior to your notice to us of such charges. You agree that we will collect your entered name, phone number and email address in order to properly deliver the Services which you have ordered. We do not collect or store credit card or payment information. You will be directed to PayPal's secure site to enter and process your payment for the Services.

## 8. Sub-Contracting and assignment

- 8.1. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.
- 8.2. Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to any person to the contrary.

## 9. Termination

- 9.1. We can terminate the provision of the Services immediately if you:
  - 9.1.1. commit a material breach of your obligations under these Terms and Conditions; or
  - 9.1.2. fail to pay any amount due under the Contract on the due date for payment; or
  - 9.1.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - 9.1.4. enter into a voluntary arrangement under the Companies' Creditors Arrangement Act 1985 (the

CCAA), and the Bankruptcy and Insolvency Act 1985 (the BIA), or any other scheme or arrangement is made with its creditors; or

- 9.1.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder a resolution is passed, or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### 10. Confidentiality

- 10.1. All our Services, all work carried out in connection with their delivery, and all incoming and outgoing communications are treated in the strictest confidence. You accept the terms of our written confidentiality agreement. You are responsible for transferring all your relevant confidential information to us in a secure manner.

### 11. Intellectual property

- 11.1. Our reports cannot be resold or reproduced for general publication or distribution, in whole or in part, without our prior written permission.

### 12. Liability and indemnity

- 12.1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 12.2. The total amount of our liability is limited to the total amount of Fees paid by you under the Contract.
- 12.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under this Agreement for:
- 12.3.1. any indirect, special or consequential loss, damage, costs, or expenses or;
  - 12.3.2. any damages (including but not limited to any arising out of intellectual property infringement) resulting from any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; other third-party claims or any other pecuniary loss; or
  - 12.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - 12.3.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - 12.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 12.4. You shall indemnify us, our officers, employees, directors, suppliers, agents, contractors, representatives, successors and assigns from and against any liability, loss, claim, action, demand, and expense (including reasonable legal costs) (collectively “**Claims**”) arising out of or resulting from, or alleged to result from, your breach of this Agreement or any loss or damage to any equipment belonging to us or to any third party caused by you or your agents or employees. You will defend and settle such Claims at your expense and will pay all costs and damages that may be awarded against us, our officers, employees, directors, agents, contractors, representatives, successors and assigns incurred and resulting therefrom.

12.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

### 13. Circumstances beyond a party's control

13.1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

### 14. Communications

14.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

14.2. Notices shall be deemed to have been duly given:

- 14.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- 14.2.2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- 14.2.3. on the fifth business day following mailing, if mailed by national ordinary mail; or
- 14.2.4. on the tenth business day following mailing, if mailed by airmail.

14.3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### 15. No waiver

15.1. Any delay by us in exercising any right or failing to insist upon strict enforcement of any provision(s) of these terms and conditions will not be construed as a waiver of any provision or right.

### 16. Severance

16.1. If any provision of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) will be deemed severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

### 17. Governing law and jurisdiction

17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Canadian law.

17.2. The parties irrevocably agree that the courts of Canada shall have exclusive jurisdiction to settle any dispute or claims which may arise out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).