

United States Patent and Trademark Office Patent Electronic System Subscriber Agreement

I request that the United States Patent and Trademark Office (USPTO) issue me a Patent Electronic System account in accordance with the conditions stated herein and as explained and governed by the Legal Framework for the USPTO's electronic filing system (Legal Framework). I have read and signed the Patent Electronic System Verification Form (Verification Form) requesting issuance of an account to me for doing business with the USPTO.

Alternatively, I have obtained a Patent Electronic System account by migration based on my possession of a PKI certificate. If I migrated my account based on possession of a PKI certificate, I confirm that I have read and acknowledged the terms of the PKI subscriber agreement which binds users to any updates to that agreement if they continue to use the system. This Subscriber Agreement is considered a modification to the PKI subscriber agreement and continued use of the system constitutes agreement to this Subscriber Agreement.

I agree that my use and reliance on the USPTO Patent Electronic System account is subject to the terms and conditions set out below. By signing the Verification Form, I agree to the terms of this Subscriber Agreement and to the rules and policies of the USPTO including the Legal Framework. I understand that the USPTO may immediately revoke the Patent Electronic System Account issued to me without prior notice for violation of these terms.

1. Identification Information

I warrant that the information I submit is true and complete and that I will only use my Patent Electronic System account to access applications for which I am authorized.

I understand that if my information provided in the Verification Form changes, I agree to update such information within thirty (30) calendar days. I warrant that any updated information will be true and complete as of the date the information is updated. I agree to delete my association with any identified customer number if I have lost the right of access to that customer number.

2. Acceptable Use For All Users

I will use my Patent Electronic System account only for electronic communication with the USPTO (e.g., status inquiry, electronic filing, etc.) in compliance with the terms of use, laws, regulations, and policies of the USPTO (e.g., Legal Framework), for applications I am authorized to access. I understand that any other use is strictly prohibited. I will use or rely on my Patent Electronic System account only for securing communication with the USPTO, and will not encourage or permit others to use or rely on my Patent Electronic System account log-in credentials.

I understand that my Patent Electronic System account is not transferable in any manner in any degree.

I agree not to use or permit the use of my Patent Electronic System account in connection with the unauthorized practice of law. I will not grant permission to anyone, including for example, an invention promoter (see 37 C.F.R. 4.2(a)) to use my Patent Electronic System account. I also understand that if I am a practitioner, violations of the USPTO ethics rules set forth in 37 C.F.R. 11.101 et seq. may subject me to disciplinary action. If I have been granted limited recognition by the Office, I agree not to use the Patent Electronic System account in contravention of the limited recognition I have been granted. If I am a pro se inventor, I will not use my Patent Electronic System account to file applications or correspondence in applications for others (*e.g.*, for which I am not a co-inventor). See 37 C.F.R. 11.10. The USPTO may treat such correspondence in applications as not a *bona fide* response to a previous Office action and thus any time period will continue to run from the previous Office action.

I understand that my Patent Electronic System account will be used to access records and systems on a U.S. Government computer system and that unauthorized use or use beyond the purpose authorized may subject me to criminal penalties under U.S. Law and/or disciplinary action. Any inadvertent or other disclosure of nonpublic documents shall in no way be construed as authorized access to such documents. Disclosure of other's nonpublic documents constitutes involuntary unauthorized access and I understand that I must immediately destroy all such material without dissemination to anyone else, retrieve and destroy any such material if disseminated, notify the USPTO of the nature and extent of the unauthorized access, and certify that I have destroyed such material, that I have not granted rights to others to access such material, and that I will not otherwise make use of such material.

I will take reasonable steps to ensure compliance with the requirements set forth in this agreement, including the restrictions on the software use in section 6 and the restrictions on the export (including deemed export) of technology and software included in patent applications in section 7. If I am not a U.S. citizen, I understand that access to the technology and software constitutes an export. See section 7 of this agreement.

3. Practitioner Acceptable Use or Reliance/Sponsorship of Practitioner Support Individuals

As a practitioner, I understand that I am authorized to grant sponsorship to a reasonable number of practitioner support individuals to work on my behalf under my direction and control and that I am also authorized to remove sponsorship of the practitioner support individuals who I have sponsored. I recognize that as a sponsoring practitioner, I must take reasonable steps to ensure that the access of each sponsored practitioner support individual is consistent with the tasks assigned that individual. Such reasonable steps include removing sponsorship where appropriate, including where the individual leaves the practitioner's organization or the contractor's organization or when the contractor is no longer under contract to the practitioner or the practitioner's organization. I acknowledge that each of the practitioner support individuals who I sponsor must have their own USPTO.gov account and must not share accounts among other

support staff individuals. I am aware that practitioner support individuals must not use my credentials (e.g., my own USPTO.gov account). Each sponsored practitioner support person must only be my employee or an employee of my organization, an individual under contract to me or my organization, or an employee of a contractor under contract to me or my organization and must not be a practitioner. As a practitioner, I may only sponsor support staff individuals. I acknowledge that I may not sponsor any other individuals or organizations including a company, a group, a client, a practitioner (see 37 C.F.R. 11.1), or an invention promoter (see 37 C.F.R. 4.2(a)), to become users of the Patent Electronic System. As a sponsoring practitioner, I understand that I am responsible for verifying the identity of any person who I sponsor as stated in the Patent Electronic System Access Document. I also understand that I can only sponsor a reasonable number of practitioner support individuals to work under my direction for whom I can maintain proper control.

As sponsoring practitioner, I will take reasonable steps to ensure compliance by each sponsored practitioner support person with the requirements set forth in this agreement, including the restrictions on the software use in section 6 and the restrictions on the export (including deemed export) of technology and software included in patent applications in section 7. If a sponsored practitioner support person is not a U.S. citizen, I understand that their access to the technology and software constitutes an export. See section 7 of this agreement.

4. Sponsored Practitioner Support Acceptable Use

I understand that as a sponsored practitioner support person I work under the direction and control of my sponsoring practitioner. I am an employee of the sponsoring practitioner or the sponsoring practitioner's organization, an individual under contract to the sponsoring practitioner or the sponsoring practitioner's organization, or an employee of a contractor that is under contract to the sponsoring practitioner or the sponsoring practitioner's organization. I agree that my access to the Patent Electronic System may not extend beyond those duties performed under the direction and control of a sponsoring practitioner. If any practitioner who sponsored me ceases practice before the USPTO for any reason, I agree to cease any access granted from that practitioner. By signing in to the Patent Electronic System, I agree to the terms of use and I will only use my Patent Electronic System account to access, in an authorized support capacity, customer numbers and application information associated with my Patent Electronic System profile in accordance with the laws, regulations, and policies of the USPTO including the Legal Framework. I will use or rely on my Patent Electronic System accounts only for communication with the USPTO in compliance with the laws, regulations, and policies of the USPTO and will not encourage or permit others to use or rely on my Patent Electronic System account.

5. Revocation of Accounts – Termination of Account

The USPTO may immediately revoke my Patent Electronic System account at any time without prior notice if:

- a) My information contained in the Verification Form changes and I do not notify the USPTO within thirty (30) calendar days;
- b) the USPTO knows or suspects that my account has been compromised;
- c) the associated USPTO system has been compromised;
- d) there is unauthorized use such as gaining access, or attempting to gain access, to nonpublic information or inadvertently disclosed nonpublic information;
- e) I use the Patent Electronic System to view another applicant's unpublished application without authorization;
- f) I refuse to destroy, cease dissemination, and/or retrieve any dissemination of any inadvertently disclosed or other nonpublic documents;
- g) I fail to comply with my obligations under this Agreement or the laws, regulations, or policies of the USPTO, including the Legal Framework;
- h) My account is associated with any activities or operations that cause a denial or diminution (decrease) of services to other customers, whether generated automatically or manually.
- i) there is inactivity for an extended period of time; or
- j) for any other reason the USPTO deems necessary.

I understand that, if the USPTO revokes my accounts, the USPTO may subsequently deny any future request(s) I make for accounts at its sole discretion.

The USPTO will promptly notify me of the revocation. Such revocation does not affect the authenticity of a transmission made or a message I digitally signed before account revocation.

I may surrender my account at any time by written submission to the USPTO at:

U.S. Patent and Trademark Office Mail Stop EBC
PO Box 1450 Alexandria, VA 22313-1450

6. Software use

I agree to honor (and to make reasonable efforts to ensure that each sponsored practitioner support person will honor) any applicable copyright, patent, or license agreements with respect to any software provided to me by the USPTO, and will not (and will make reasonable efforts to ensure that each authorized practitioner support person will not) tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way. I agree not to use the software for any purpose other than communication with the USPTO (e.g., unauthorized access to nonpublic or inadvertently disclosed information).

7. Restrictions on the Export (Including Deemed Export) of Technology and Software Included in Patent Applications

I understand that technology and software included in unpublished patent applications may be subject to export controls set out in the Export Administration Regulations (15 C.F.R. §§ 730-774). Access to such technology and software by any person located outside the United States or by a foreign national inside the United States constitutes an export that may require a license from the U.S. Commerce Department's Bureau of Industry and Security ("BIS"). I agree not to use (and to make reasonable efforts to ensure that each authorized practitioner support person will not use) or permit the use of the USPTO account in a manner that would violate or circumvent the Export Administration Regulations.

Information regarding U.S. export controls and their application to technology and software included in patent applications is available from BIS. Please see BIS's Web site, available at www.bis.doc.gov, or contact BIS's Office of Exporter Services at 202-482-4811.

8. Availability

I understand that the USPTO does not warrant or represent 100% availability of the Patent Electronic System services due to system maintenance, repair, or events outside the control of the USPTO. Information regarding scheduled downtime, if known, will appear on the USPTO Web site. Any delays or difficulties caused by downtime may be addressed through the petition process or in accordance with further USPTO notice.

9. Term of Agreement

This Agreement may be terminated by either party upon notice. In the case of a termination by the USPTO, notice may be provided by any reasonable means, including a posting on the USPTO Web site.

10. General

If any provision of this Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

The USPTO reserves the right to refuse to issue Accounts. The USPTO reserves the right to cancel this program at any time. Modifications to this agreement will be posted on the USPTO Web site at <https://www.uspto.gov/learning-and-resources/support-centers/patent-electronic-business-center>. Continued use of the system after posting will constitute agreement to the updated terms.

I understand that the account issued to me is not a license required by law and is not to be construed as any form of permission or authority from the USPTO to file a document in the Office in violation of the applicable patent laws, regulations, and policies.

Nothing in this agreement precludes the jurisdiction of the Office of Enrollment and Discipline.

11. Requests

Requests for issuance of accounts, revocation of accounts or recovery shall be sent to the USPTO at:

Account Services Request
U.S. Patent and Trademark Office Mail Stop EBC
PO Box 1450 Alexandria, VA 22313-1450

12. Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.