

Rules and Regulations for InventionConnection.com Cyber-Exhibiting Program

CyberExhibitor: _____ Product: _____
Company Name: _____ Title: _____
Address: _____ City: _____ ST: _____ ZIP: _____
Telephone: _____ Email: _____

- 1. ELIGIBILITY:** Management reserves the sole right to determine the eligibility of any company or individual for participation in any and all services offered. The term "Management" as used herein shall be construed to mean the company's management, its officers, committees, employees, or agents acting on its behalf. Management reserves all rights to accept or decline any application at any time for any reason whatsoever or revoke any and all privileges without notice or refund with or without cause if deemed necessary by management.
- 2. SUBLEASING:** The rules for individual inventors allow the display of one (1) of the inventor's own products in the cyber-booth. Allowing any other entities (whether it is another organization, company, VIP, or inventor) to display unapproved products or services in a cyber-booth is considered "subletting" and is prohibited. Client may not sublet any part of his cyber-exhibit space, nor exhibit, or offer for rent or sale, or advertise articles not manufactured or sold by the registered exhibiting company. Rulings of Management shall, in all instances, be final with regard to use of cyber-exhibit space.
- 3. INTERFERENCE:** In the event that the internet/world wide web in which the cyber-exposition is conducted should experience a system crash, or become substantially interfered with by reason of any cause or causes not reasonably within the control of Management or its agents, Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. Causes for such action shall include, but are not be limited to: government regulations, act of war, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbances, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or acts of God. In such cases, Management reserves the right to determine the course of action at the sole discretion of Management. Should Management terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damages arising therefrom. Refunds in the event of termination shall be made to exhibitors in the amount of the original exhibit fees paid less pro-rata adjustments based on Management's costs incurred.
- 4. LIMITATION OF LIABILITY:** Client agrees to make no claim for any reason whatsoever against Management for loss, theft, damage, or destruction of goods nor for any injury, including death, to himself, his employees, agents, or representatives, nor for any damage of any nature, including damage to his business for failure to provide cyber-exhibit space; nor for any action or omission of Management. The client is solely responsible for his own exhibit material and products, and should insure his exhibit and products from loss or damage from any cause whatsoever.
- 5. LOTTERIES, CONTESTS:** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime on web pages is permitted only upon written approval from Management.
- 6. ATTENDANCE:** Web-site admission & accessibility policies for the Invention Convention® web-site shall remain at all times the prerogative of Management, and may be revised or amended at anytime.
- 7. CYBER-DISPLAY:** Management shall have full authority for approval of the arrangement and appearance of items displayed and may at its discretion require the replacement, rearrangement, or redecoration of any item or of any cyber-booth, and no liability shall attach to Management for costs that may evolve upon Exhibitor thereby.
- 8. EXHIBITORS REPRESENTATIVE'S RESPONSIBILITY:** Exhibitor agrees to indemnify Management against and hold it harmless for all claims arising out of the acts of negligence of Exhibitor, Exhibitor's agents, employees, or representatives.
- 9. WEB-SITE LAYOUT REVISIONS:** Management retains the exclusive right to revise the Invention Convention web-site layout, plan, design, or functional features as necessary.
- 10. CANCELLATION BY CLIENT:** Cyber-booth exhibits will be displayed for the full duration of the application terms. Cancellation by the client prior to the completion of the term will be considered a breach of contract with no refund due to the client. In order to remove the client's web-page from the Invention Connection® web site, written notification must be sent to Invention Connection® by registered mail stating the reason for cancellation, along with a statement acknowledging that no refund is due to the client. There are no cash refunds, no exceptions. Cash refunds will be made only in the unlikely event that Invention Connection® cancels any program or service. A check will

Rules and Regulations for InventionConnection.com Cyber-Exhibiting Program

be mailed to the Client. No credit or cash refunds will be made directly to credit card accounts. Credit vouchers and refunds will be issued within 12 weeks from the date of receipt of the certified letter.

10-A. FAMILY EMERGENCY: The client must present proof of exigent circumstances such as in the case of a family medical emergency or unforeseen financial difficulties. Invention Connection® will issue the client a leave of absence up to a maximum of 24 months with 100% full credit, and with price protection honoring any discount rate or bonuses at the time of purchase. The client's account will be re-activated into the service system upon notification in writing and will receive the full services originally purchased.

10-B. NEGOTIATION BEFORE EXHIBITING: Invention Connection®'s services include techniques for leverage positioning and negotiating agreements with interested investors, licenses, manufacturers, etc. In the event that the client registers for the web-site, and negotiates a licensing agreement or commercializes his product after entering the service agreement with Invention Connection®, but prior to the term's completion, all rules of "Cancellation by Client" clause will apply.

11. PAYMENT PLAN DEFAULTS: In the event of service agreements with payment plans, Management reserves the right to assess late fees or demand that the entire balance be paid in full if any payments are late or missed. Any and all requests for cancellation or special circumstances do not relieve the client of the obligation of maintaining agreed upon payment plans or unpaid balances due on the service agreement. Any payment defaults will be considered a breach of contract. Additionally, all discounts and bonuses will be canceled with the full retail prices in enforcement. Client will be liable for the adjusted balance due in addition to attorney fees and costs of collections.

12. INTELLECTUAL PROPERTY RIGHTS: Client acknowledges that he is aware that the web-site is accessible worldwide and agrees that it is his sole responsibility to conduct due diligence, and consult legal counsel if necessary, to determine any risks or loss of rights to his intellectual property, whether locally, nationally or internationally, as a result of exhibiting the product on the Invention Convention web-site.

13. COPYRIGHTED MATERIALS: The systems, consultations, and written materials provided to Client are the copyrighted materials of Stephen Gness and Invention Connection®. The information is solely for the exclusive use of the Client, and may not be duplicated, copied, or distributed in any format, medium, or means without advance written approval.

13. WAIVER OF RIGHTS: Any rights of Management under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of Management. Invention Connection®, its officers, management, et al. will be held harmless and not liable for any agreements made by the Client as a result of exhibiting the product on the Invention Connection® web-site.

14. PUBLICITY RELEASE: Clients grant Invention Connection® its permission to publicize and promote the client's invention/product and/or the client, and client's success story on television, radio, and print media. Client accepts full responsibility and liability when sending products for possible inclusion on TV shows and agrees to either have their own insurance for liability/loss of the invention or to waive Invention Connection's responsibility and liability for loss or damage to the merchandise. It is understood that Client is responsible for all freight or shipping charges.

15. AMENDMENT AND ADDITION TO RULES: Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management may at any time amend or add further rules to the Agreement, and all amendments made shall be binding on client equally with the foregoing rules and regulations.

16. AGREEMENT TO RULES: This Agreement shall be governed by the laws of the State of California. and client consents to jurisdiction by the state and federal courts sitting in the State of California. Client, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the specific service manual, and by any amendments and additional rules that may be put into effect by Management.

Name _____ Title _____

Signature: _____

Have any questions? E-mail us at: inventionconnection@inventionconvention.com