

INNOVATION DISCLOSURE & MANAGEMENT SYSTEM

Terms & Conditions, Platform Disclosures & Limitation of Liability

For Academic Institutions and their Stakeholders

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⚠ IMPORTANT — PLEASE READ CAREFULLY BEFORE USE

By accessing, registering with, subscribing to, or using the EazelP’s Innovation Disclosure & Management System (the "Platform") — including through QR-based disclosure submission, web portal, mobile workflow, or any other interface — the Institution, its authorised representatives, and all submitting Stakeholders unconditionally agree to be bound by these Terms and Conditions in their entirety. If the Institution or any Stakeholder does not agree with any part of these Terms, they must immediately discontinue all use of the Platform and notify the Company.

1. Definitions

The following terms, when used in these Terms and Conditions, shall carry the meanings assigned below. These definitions apply equally in the singular and plural forms.

"Platform"	The Innovation Disclosure & Management System, including all software, portals, web interfaces (including QR-code submission systems), mobile workflows, databases, dashboards, analytical tools, AI-assisted features, notification modules, document repositories, reports, and related services operated by or on behalf of the Company.
"Company"	The entity – EazelP LawTech Solutions that owns, operates, and licenses the Platform, including all its officers, directors, employees, innovation analysts, contractors, consultants, advisors, subprocessors, agents, successors, and assigns.
"Institution"	The academic institution, university, college, incubator, research centre, department, faculty body, student body, or other authorised organisational entity that has subscribed to or is using the Platform, including its administrative officers, faculty, researchers, students, and all authorised representatives.
"Stakeholder" / "User"	Any individual — including students, faculty, researchers, scholars, innovators, startup teams, administrators, coordinators, staff, and authorised representatives — who submits an Innovation Disclosure through the Platform on behalf of or in association with the Institution.
"Innovation Disclosure" / "Disclosure"	Any submission made through the Platform including any invention, discovery, concept, idea, design, process, method, composition, software, know-how, formula, creative works (including but not limited to audio, video, lyrics), brand element, business concept, dataset, drawing, prototype description, manuscript, or any other potentially protectable intellectual property or commercial idea.

"Innovation Analyst" / "Patent Analyst" / "Analyst"	A qualified or trained or experienced professional engaged by or through the Company to review Innovation Disclosures and provide non-binding preliminary Assessments. The term includes AI agents in the process as well.
"Assessment" / "Analysis"	Any opinion, classification, review, screening, preliminary recommendation, categorisation, drafting classification, commercial observation, startup viability comment, score, or communication issued by the Analyst or generated through the Platform regarding an Innovation Disclosure.
"Drafting Quality Classification" / "Drafting Tier"	The qualitative tier assigned to an Innovation Disclosure indicating the suggested level of patent drafting appropriate for that disclosure, as described in Section 5 of these Terms.
"Prior Art"	Any publicly available evidence — including patents, published patent applications, non-patent literature, academic papers, conference presentations, theses, products, businesses, public uses, sales, demonstrations, websites, standards, source code, videos, catalogues, or prior creative works — existing anywhere in the world in any language or form, that may be relevant to the novelty, inventive step, or originality of an Innovation Disclosure.
"Intellectual Property Rights" / "IP Rights"	Patents, utility model patents, registered designs / design patents, trademarks, copyrights, trade secrets, know-how, plant variety rights, semiconductor layout rights, database rights, confidential information rights, and all other analogous forms of protectable intellectual property under applicable law in any jurisdiction.
"AI Tools"	Artificial intelligence and machine learning systems, including large language models, automated classification tools, pattern recognition engines, summarisation tools, and related AI-assisted technologies used by the Company or its Analysts in performing Assessments.
"Subscription Agreement"	Any separately executed agreement, order form, statement of work, or service schedule or MoU governing the Institution's access to and use of the Platform.

2. Acceptance of Terms

By accessing, subscribing to, implementing, administering, or using the Platform — including through any QR-linked submission, web portal login, or delegated user action — the Institution accepts and agrees to be legally bound by these Terms on its own behalf and on behalf of all Stakeholders and Users operating under its account, access credentials, or institutional authorisation.

The Institution represents and warrants that it has full legal authority to bind itself and its Stakeholders to these Terms. If any Stakeholder uses the Platform without the Institution's authorisation, the Institution nonetheless remains fully responsible for such use and its consequences.

⚠ Non-Acceptance

If the Institution or any Stakeholder does not agree to these Terms in full, they must not use the Platform. Continued use of the Platform following any amendment to these Terms constitutes acceptance of the revised Terms.

3. Nature and Scope of Services

3.1 Platform Purpose

The Platform is designed solely as an administrative and workflow management tool to facilitate the structured collection, organisation, preliminary triage, and communication of Innovation Disclosures within academic institutions. The Platform is NOT a law firm, NOT a registered patent agency, and is NOT a substitute for qualified legal counsel, registered patent attorneys, or professional patent agents.

3.2 Scope of Services Provided

The Company may provide some or all of the following services through the Platform:

- QR-code-based and digital innovation disclosure intake and submission;
- Secure storage, routing, and workflow management of submitted Innovation Disclosures;
- Access to a preliminary Assessment prepared by one or more Innovation Analyst(s) on a best-efforts basis;
- Informational content and non-binding guidance relating to intellectual property categories (patents, utility models, designs, trademarks, copyrights, trade secrets) and startup viability indicators;
- AI-assisted summaries, flagging, classification support, and prioritisation;
- Institutional dashboards, administrative reports, and workflow notifications.

3.3 What the Platform and Company Do NOT Provide

The Platform and the Company do not provide: legal advice; patent prosecution services; registered patent agent or patent attorney services; formal patentability guarantees; comprehensive prior art searches using dedicated commercial databases (such as Espacenet, Derwent, PatSnap, Orbit, or equivalent); freedom-to-operate analyses; infringement opinions; legal opinions enforceable before any court or patent office; or any representation before any intellectual property office in any jurisdiction.

Such intellectual property or legal advice services may separately be provided by the Institution's own internal legal team, or by other service providers with whom the Institution is independently partnered, or by service providers engaged under a separate written agreement or Memorandum. Any such separate services cannot be construed as the Company's direct services, responsibilities, or guarantees under these Terms.

3.4 No Attorney-Client or Agent-Client Relationship

Use of the Platform, receipt of an Assessment, or assignment of a Drafting Tier does not create any attorney-client relationship, patent-agent-client relationship, fiduciary relationship, partnership, joint venture, employment relationship, or legal retainer arrangement between the Institution or any Stakeholder on the one hand and the Company, any Analyst, or any AI Tool provider on the other. Any separate patent filing, design application, trademark filing, copyright registration, startup advisory mandate, legal opinion, or prosecution engagement must be governed by a separately executed written engagement agreement.

4. Analyst Assessments — Methodology, Nature & Limitations

4.1 Basis of Assessment

Assessments provided by Innovation Analysts are based on the Analyst's professional experience, subject matter knowledge, and use of general AI-assisted tools, open-access databases, and publicly available information. The Institution expressly acknowledges that Assessments are conducted using:

- The Analyst's own experience, judgment, and professional interpretation;
- Limited publicly available information accessible without subscription to dedicated patent databases;

- AI tools and general research resources, which have their own inherent limitations;
- The contents, clarity, completeness, and accuracy of the submitted Innovation Disclosure.

Assessments do NOT involve: formal patent searches using dedicated commercial patent search platforms; comprehensive prior art searches across all global patent databases; freedom-to-operate analyses; litigation-grade patentability methodologies; or legal opinions enforceable before any court or patent office. The Company is under no obligation to use any dedicated patent search software, proprietary search database, law-firm-grade opinion workflow, or certified examiner-style search process, unless specifically and explicitly agreed in a separate written agreement signed by an authorised representative of the Company.

4.2 Inherent Limitations & Acknowledged Risk of Error

The Institution and all Stakeholders expressly acknowledge and accept the following without reservation:

1. Assessments are preliminary, selective, non-exhaustive, and resource-constrained. They reflect the Innovation Analyst's opinion at the time of review based only on information available and submitted to them at that time.
2. Prior art that exists anywhere in the world but was not identified during the Assessment does not diminish or negate the Analyst's opinion at the time it was given, and the Company bears no liability whatsoever for any such undiscovered prior art.
3. An Innovation Disclosure classified as 'Economy', 'Premium', or 'Premium+' may subsequently be rejected, opposed, invalidated, narrowed, delayed, or abandoned by a patent office due to prior art not discovered during the Assessment, due to formal prosecution issues, due to claim drafting deficiencies, or due to the independent discretion of the examining authority.
4. Patent law, examination practices, guidelines, and the relevant prior art landscape change continuously and unpredictably. An Assessment made at any / current time may not reflect the state of the art, applicable law, or examination practice at the time of actual patent examination, which may occur many months or years after the Assessment is issued.
5. The Analyst's classification and recommendations are not guarantees, warranties, assurances, or professional certifications of any patent, utility model, design, trademark, copyright, or other intellectual property protection being granted, maintained, or enforceable.
6. AI Tools or Models used in the Assessment process have their own inherent limitations, including potential inaccuracies, knowledge cutoff dates, inability to access all existing prior art databases, hallucinations, non-jurisdictional outputs, and inconsistency with formal legal or technical review.
7. The Institution is solely responsible for evaluating whether to independently obtain formal searches, freedom-to-operate analyses, or legal opinions from registered patent agents or attorneys before acting on any Assessment.

4.3 No Legal Advice

⚠ Critical — No Legal Advice

Nothing in any Assessment, report, Drafting Tier classification, communication, or content generated through or by the Platform constitutes legal advice, a legal opinion, or a professional guarantee of any kind. The Institution and Stakeholders are strongly advised to consult a registered patent agent or patent attorney — who is qualified and authorised to provide legal advice — before making any IP filing decision, any financial expenditure on patent prosecution, or any commercial or business decision based on an Assessment.

4.4 AI-Tools Specific Disclaimer

The Platform and the Analysts may use AI Tools for summarisation, classification, drafting support, language enhancement, pattern recognition, translation, ranking, or idea structuring. The Institution acknowledges that AI outputs may be incomplete, inaccurate, misleading, hallucinated, outdated, non-jurisdictional, overinclusive, underinclusive, or inconsistent with later legal or technical review. AI-assisted outputs are support tools only and are not substitutes for formal legal, patent-agent, examiner, litigation, or regulatory analysis. The Company

disclaims all liability arising from reliance on AI-generated outputs, to the fullest extent permitted by applicable law.

5. QR-Based & Digital Disclosure Submission

5.1 Accuracy and Completeness of Disclosure

The Institution and each Stakeholder represent and warrant that all information submitted through the QR-based or any other submission interface is accurate, complete, not knowingly misleading, and does not omit any material information relevant to the Innovation Disclosure. The Assessment issued by the Analyst will be as valid and reliable as the quality and completeness of the information submitted. The Company bears no responsibility whatsoever for Assessments made on the basis of inaccurate, incomplete, ambiguous, or misleading submissions.

5.2 Stakeholder Authorisation & Institutional Compliance

The Institution warrants that:

- Each Stakeholder submitting a Disclosure is duly authorised by the Institution to do so;
- All necessary internal institutional approvals, inventor consents (includes but not limited to consent to receive updates and promotional & transactional emails or messages in any form through any platforms from EazelP and its partners in association), employment-related permissions, sponsor or grant clearances, ethics clearances, and publication or secrecy restrictions have been obtained prior to submission;
- Disclosures will not violate export controls, confidentiality obligations owed to third parties, funding agreements, or applicable law;
- The Institution will independently verify inventorship, ownership, authorship, chain of title, and entitlement before any IP filing or commercial action.

5.3 Confidentiality of Disclosures

The Institution acknowledges that:

- While the Company maintains appropriate technical and organisational security measures, no digital platform can guarantee absolute confidentiality or absolute cybersecurity;
- QR workflows, emails, networks, cloud systems, user devices, and third-party tools all involve inherent security risks;
- The Company may use subprocessors, hosting providers, communication tools, or AI vendors in operating the Platform, subject to applicable contractual confidentiality controls;
- The Institution is responsible for deciding whether especially sensitive, export-restricted, sponsor-restricted, or publication-sensitive information should be submitted through the Platform;
- The Company does not guarantee absolute confidentiality in all circumstances, including in response to lawful orders of courts or regulatory authorities.

5.4 Timestamp & Submission Record

The Platform records a timestamp upon submission of an Innovation Disclosure. This timestamp is provided solely for institutional record-keeping and workflow management purposes. It does not constitute formal proof of inventorship, a priority date, a filing date, or any legally recognised date for intellectual property purposes under the Patents Act, 1970, the Designs Act, 2000, or any other applicable Indian or foreign law.

5.5 User Obligations

The Institution and all Stakeholders shall:

- Maintain confidentiality of account credentials and QR-linked submission controls;
- Ensure Disclosures are complete and factually accurate to the best of their knowledge;

- Avoid uploading unlawful, defamatory, infringing, malicious, or irrelevant content;
- Preserve all relevant documentary evidence, laboratory records, notebooks, drawings, prototypes, code history, and date trails for independent verification;
- Promptly notify the Company of any suspected error, unauthorised access, confidentiality breach, or adverse third-party claim related to the Platform.

The Company reserves the right to suspend access where misuse, security concerns, unauthorised disclosure, non-payment, legal risk, or material breach of these Terms is reasonably suspected.

6. Drafting Quality Classification Framework

The Platform uses the following Drafting Quality Classification system to categorise Innovation Disclosures based on the Innovation Analyst's preliminary Assessment. This classification system is advisory in nature, reflects a relative qualitative assessment only, and is subject to all limitations described in Section 4. The classification is not a legal opinion, not a patentability guarantee, and not a representation as to prosecution outcome.

Drafting Level	Novelty & Inventive Step of invention shared	Grant Outlook	Recommended Use	Key Limitation
No Drafting / Self Drafting	Unable to assess novelty / highly non-inventive.	Extremely Uncertain in any jurisdiction.	If desirous to move for a patent, a professional drafting may not be required at all.	No assurances of any kind at any stage.
Basic Drafting	Low novelty, low inventive step; uncertain industrial applicability	Highly uncertain in India and most jurisdictions	Only where Institution / inventor insists on filing despite low prospects; proceed at own risk	Patent grant highly uncertain. Economy / Premium drafting will not suit; not recommended.
Economy Drafting	Moderately novel, moderately inventive; industrially applicable	Uncertain in India; utility model possible in select countries	Utility model filing in jurisdictions that permit lower-threshold protection	Basic drafting insufficient for utility model abroad. Economy / Premium quality drafting will do.
Premium Drafting	Relatively novel, inventive, and industrially applicable	Certain in India; international prospects vary by jurisdiction	Indian patent filing and select international jurisdictions	Basic / economy drafting insufficient for Indian or major international patent grants.
Premium+ Drafting	Extraordinarily inventive, absolutely novel, and industrially applicable	Certain in India, US, UK, EU; utility model also possible in select countries	US, UK, EU filings; utility model protection in applicable jurisdictions	Basic / economy / premium drafting insufficient for US / UK / EU patent grants.

⚠ Critical Notice Applicable to ALL Drafting Classifications

No Drafting Quality Classification — including 'Economy', 'Premium', or 'Premium+' — constitutes a guarantee, assurance, warranty, or undertaking of any kind regarding: (a) the grant of any patent, utility model, design registration, trademark, copyright, or other IP right in India or any other jurisdiction; (b) the non-existence of prior art that may invalidate or narrow the Innovation Disclosure; (c) the commercial, technical, or legal viability of the disclosed innovation; or (d) the absence of third-party rights, conflicting filings, or conflicting registrations. Classifications are strictly the preliminary opinion of the Analyst at the

time of assessment, based on limited information, and may not reflect the full prior art landscape. Even a 'Premium+' classified innovation may subsequently be refused, narrowed, opposed, invalidated, or delayed. The Company expressly disclaims any warranty that a higher classification creates any higher probability of a successful patent grant.

6.1 No Drafting / Self Drafting

This classification indicates that the invention or idea shared is too weak and no formal drafting support is recommended, or that the Inventor or Institution may choose to proceed independently without any agency involvement. No assurance of any kind is made with respect to filing suitability, quality of self-drafted documents, prosecution success, or legal outcome. No assurances may be issued by any agency during any stage of the patent process.

6.2 Basic Drafting

This classification may indicate that the concept or idea is not sufficiently novel, inventive, or industrially applicable for a reliable filing strategy, and is highly uncertain for patent grant in India or elsewhere, even if the concept is technical in nature. Unless the Inventor or Institution expressly desires to file a patent notwithstanding this assessment, moving ahead is not advisable. An economy or premium quality drafting will not suit such an innovation and is not recommended.

6.3 Economy Drafting

This classification may indicate that the concept or idea is moderately novel, inventive, and industrially applicable, with moderate uncertainty concerning Indian patent grant. There may be possibilities for the innovation to be processed for a utility model patent in certain other jurisdictions. It is the Institution's or Inventor's decision whether to proceed with basic or economy drafting; however, basic drafting alone will not be sufficient for processing a utility model patent in many countries.

6.4 Premium Drafting

This classification may indicate that the concept or idea is relatively novel, inventive, and industrially applicable from a preliminary review perspective. A patent grant in India is considered possible, though there remains a possibility that the invention may not be suitable for a utility model patent in certain countries. It is the Institution's or Inventor's decision whether to choose basic, economy, or premium drafting; however, basic or economy drafting alone will not be sufficient for processing a patent for grant in India or in many other major jurisdictions.

6.5 Premium+ Drafting

This classification may indicate that the concept or idea is extraordinarily inventive, absolutely novel, and industrially applicable from a preliminary review perspective, making it potentially suitable for filing in the US, UK, or EU, with or without the possibility of utility model protection in certain countries. It is the Institution's or Inventor's decision whether to choose any drafting tier; however, basic, economy, or premium drafting alone will not be sufficient for processing a patent for grant in the US, UK, or EU.

6.6 Institution's Sole Decision-Making Responsibility

The final decision to file, not file, upgrade drafting, downgrade drafting, seek additional searches, commission independent legal opinions, pursue startup incubation, disclose publicly, or abandon the matter remains solely with the Institution and/or the Inventor. The Institution is solely responsible for evaluating whether to obtain separate advice from registered patent agents, patent attorneys, design professionals, trademark counsel, copyright counsel, investors, tax advisors, incubators, or other regulatory specialists.

The quality or detailed service inclusions for each category of patent drafting services or even the categories itself may vary between firms, agencies, agents, attorneys or professionals; the categorization is for the reference of the innovator and the institution to take better decisions on the level of focus required while drafting the patent specification for any innovation shared.

7. Prior Art & Missed Reference Disclaimer

The Institution expressly agrees and acknowledges that any prior art review, search note, patentability comment, novelty remark, inventiveness assessment, or drafting recommendation made through the Platform may omit relevant references. Such omitted references may include patents, published patent applications, non-patent literature, products, academic theses, public demonstrations, conference presentations, websites, videos, standards, catalogues, source code repositories, and any other disclosures existing anywhere in the world — before, during, or after the date of Assessment — in any language.

The Company shall not be liable in any manner merely because any patent, publication, public use, sale, design, mark, copyright work, or third-party right was not identified, cited, considered, or correctly interpreted during a preliminary Assessment. This disclaimer survives even where the Institution alleges that a Premium or Premium+ classification created expectations of reliance; the Institution unconditionally agrees that no such classification amounts to a warranty, professional undertaking, or guarantee of patentability.

8. Startup & Commercial Viability Assessments

Where an Analyst provides an opinion on the potential of an Innovation Disclosure as a viable startup idea, commercial venture, or licensing opportunity, such opinion is purely indicative, non-binding, and based solely on a non-exhaustive and preliminary review. Such opinions do not constitute:

- Business, investment, financial, or regulatory advice of any kind;
- A market feasibility study, due diligence report, or valuation opinion;
- A representation as to the commercial success, profitability, revenue potential, or marketability of the innovation;
- A guarantee of funding, licensing, or any commercial outcome.

The Institution and Stakeholders independently bear full responsibility for all business, commercial, investment, and regulatory decisions made with reference to or in reliance upon any such opinion. The Company shall not be liable for startup failure, missed commercialisation opportunities, lost investment, or any other commercial outcome arising from reliance on any Assessment.

9. Institution Representations & Warranties

The Institution represents, warrants, and undertakes the following as a condition of use of the Platform:

1. It has the full legal authority and capacity to enter into these Terms on behalf of itself and all its Stakeholders;
2. It has obtained all necessary internal approvals, inventor consents, employment-related permissions, and institutional policy permissions for each Innovation Disclosure submitted;
3. All information submitted through the Platform is, to the best of the Institution's knowledge, accurate, complete, lawful, and not knowingly misleading;
4. Disclosures will not infringe confidentiality obligations owed to third parties, will not violate export controls, secrecy orders, employment agreements, funding agreements, grant conditions, ethics policies, or publication restrictions;
5. The Institution will independently verify inventorship, ownership, authorship, chain of title, and entitlement before making any IP filing or commercial decision;
6. The Institution will ensure that all Stakeholders using the Platform are made aware of and agree to be bound by these Terms;

7. The Institution will not use the Platform for any unlawful purpose, in violation of any applicable law, or in a manner that infringes the rights of any third party;
8. The Institution will not treat any Assessment as a substitute for formal legal review where material decisions or expenditure are involved.
9. The Institution shall not hinder or limit the right of the innovator from voluntarily proceeding ahead for any IP proceedings in case of rejections or non-acceptances.

10. Limitation of Liability & Indemnification

10.1 General Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, INNOVATION ANALYSTS, CONTRACTORS, CONSULTANTS, SUBPROCESSORS, AI VENDORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, OR OTHERWISE:

- Any loss, damage, cost, or expense — whether direct, indirect, special, incidental, consequential, exemplary, punitive, or remote — arising out of or in connection with the use of the Platform or any Assessment;
- Rejection, refusal, narrowing, opposition, revocation, or abandonment of any patent application, utility model application, design application, trademark application, copyright registration, or any other IP application in India or any other jurisdiction, regardless of the Drafting Quality Classification assigned;
- Failure to identify prior art, conflicting rights, or third-party rights during any Assessment or preliminary search;
- Inaccuracy, incompleteness, hallucination, error, or omission in any Assessment, report, classification, or recommendation;
- Loss of intellectual property rights, including abandonment, lapse, invalidation, or narrowing of any granted or pending right;
- Loss of grants, rankings, publication opportunities, novelty, filing dates, or priority rights;
- Commercial loss, loss of revenue, loss of profit, loss of business opportunity, loss of investor confidence, or reputational harm arising from reliance on any Assessment;
- Third-party claims / infringement notices against the Institution or any Stakeholder arising from or related to Innovation Disclosures submitted through the Platform;
- Technical failures, interruptions, data loss, security breaches, or unauthorised access to the Platform;
- Copyright infringements due to plagiarised or copied content submitted through the Platform;
- Inventorship disputes, ownership disputes, employment disputes, sponsor disputes, or third-party infringement claims related to any Disclosure;
- Analyst judgment errors, AI-output errors, or incorrect categorisation between patent, design, copyright, trademark, or trade-secret pathways.

10.2 No Liability for Analyst or Classification Error

The Institution specifically and unconditionally agrees that the Company shall not be liable for any consequence arising from: an Analyst's incorrect understanding of the invention; omission of prior art or third-party rights; an optimistic or conservative Drafting Tier classification; incorrect startup viability assessment; wrong categorisation between IP types; language or drafting weaknesses in an early-stage outline; AI-generated inaccuracies; or any later disagreement by patent offices, courts, attorneys, examiners, investors, incubators, or commercialisation partners. This clause is specifically intended to survive even where the Institution alleges that a Premium or Premium+ classification created reliance expectations.

10.3 Cap on Liability

In any event, the aggregate liability of the Company to the Institution arising out of or in connection with these Terms, the Platform, or any Assessment — regardless of the form of action or theory of liability — shall not exceed 50% of the total fees actually paid by the Institution to the Company for the specific affected service during the three (3) calendar months immediately preceding the event giving rise to the claim, or INR 10,000, whichever is lower.

10.4 Indemnification by the Institution

The Institution agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, analysts, consultants, contractors, subprocessors, AI vendors, and agents from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable legal fees and enforcement costs) arising out of or relating to:

1. The Institution's or any Stakeholder's use of or reliance on the Platform or any Assessment;
2. Any Innovation Disclosure submitted through the Platform, including any claim that such Disclosure infringes a third party's intellectual property rights or breaches any confidentiality, employment, or sponsorship obligation;
3. Breach of these Terms by the Institution or any Stakeholder;
4. Any decision to file or not file a patent or any other IP application based on any Assessment;
5. Any claim by a Stakeholder, inventor, co-inventor, author, or employee against the Institution arising from the use of the Platform or any Assessment communicated to them;
6. Inaccurate, incomplete, or misleading information submitted through the Platform;
7. Any misrepresentation of the Company's services, the Platform's capabilities, or any Assessment to any third party;
8. Any filing, publication, commercialisation, licensing, manufacturing, startup launch, branding, or external action taken by the Institution or Stakeholders based on or with reference to any Assessment;
9. Any regulatory, contractual, employment, sponsor, grant, ethics, export-control, or policy violation attributable to the Institution or its Stakeholders;
10. Any misuse of the Platform, QR submission mechanism, or access credentials;
11. Any dispute arising from reliance on analyst opinions, missed references, Drafting Tier classifications, or AI-assisted outputs, except to the extent caused solely by the Company's wilful misconduct finally established by a court of competent jurisdiction.

10.5 Indemnification by Stakeholders

Each Stakeholder who submits an Innovation Disclosure through the Platform agrees to indemnify and hold harmless the Company from and against any claims arising from: (a) misrepresentation of inventorship or ownership; (b) submission of confidential or proprietary information of third parties without proper authorisation; (c) any breach of institutional policies or applicable law in connection with the submission; and (d) any claim of co-inventorship, compensation, or entitlement raised by any third party in relation to a submitted Disclosure.

11. No Guarantee of Patent Grant or IP Protection

CRITICAL DISCLOSURE — ALL USERS MUST READ CAREFULLY

The Company explicitly, unequivocally, and irrevocably disclaims any guarantee, assurance, representation, or warranty — whether express, implied, collateral, or arising from course of dealing — that any Innovation Disclosure assessed through the Platform will result in the grant of a patent, utility model, registered design, trademark registration, copyright, or any other form of intellectual property protection in India or in any other country or jurisdiction. A favourable Assessment, including an 'Economy', 'Premium', or 'Premium+' Drafting Quality Classification, does not in any way guarantee, suggest, or even indicate a probable outcome of patent grant. Patent examination is the exclusive domain of the relevant national or regional patent offices, whose decisions are entirely independent of this Platform, and outcomes are inherently uncertain regardless of perceived innovation quality.

The Institution and Stakeholders further acknowledge and accept that:

- Patent examination is conducted independently by national or regional patent offices, and the Company has no influence, control, or connection with examination outcomes;
- Even well-drafted applications for genuinely novel and inventive inventions are frequently rejected, opposed, subjected to narrowing amendments, or subjected to prolonged and costly prosecution;
- Prior art may exist in any language, jurisdiction, or form anywhere in the world that was not identified during the Analyst's preliminary review;
- Changes in claim scope during prosecution may significantly alter the commercial value, breadth, and scope of protection ultimately obtained, or may result in no protection at all;
- Any expenditure made on patent drafting, filing, translation, prosecution, or maintenance is undertaken entirely at the Institution's and/or Stakeholder's own commercial and legal risk;
- There are high chances that innovations classified as Premium or Premium+ may be denied during the patent process if prior art missed during the Assessment is subsequently identified by a patent examiner or third party.

12. Fees, Optional Services & Payment

Any fee paid for Platform access, analysis, or any related optional service is consideration for the Company's time, workflow administration, and service availability only — and not for any guaranteed legal result, patent grant, IP registration, startup success, funding, licensing, or commercial return.

Payment of fees does not create any guarantee of any kind. Any upgraded platform access, additional search request, extended analysis, or optional service must be separately requested and confirmed in writing. The Company may decline any engagement, or optional service that it considers technically weak, incomplete, ethically sensitive, commercially unsuitable, jurisdictionally unsupported, or outside the agreed scope of services.

13. Intellectual Property Ownership

Nothing in these Terms or in the Platform shall be construed to transfer, assign, or otherwise vest any Intellectual Property Rights in any Innovation Disclosure in the Company. All rights in Innovation Disclosures remain with the Institution or the respective Stakeholders, subject to applicable institutional IP policies, funding agreement conditions, employment agreements, and applicable law.

The Company retains all rights, title, and interest in and to the Platform itself, including all software, workflows, templates, scoring logic, interface design, process know-how, documentation, report formats, and training materials. Anonymised or aggregated analytics derived from Platform usage that do not identify the Institution or any Stakeholder remain the Company's property.

The Institution grants the Company a limited, non-exclusive, non-transferable, royalty-free licence to host, copy, process, transmit, review, and internally use submitted Innovation Disclosure materials solely for: (a) providing the Platform's services; (b) generating Assessments; (c) internal quality assurance and workflow improvement; and (d) maintaining audit trails and ensuring system security. This licence does not extend to any commercial exploitation of submitted Innovation Disclosures.

14. Data Privacy, Retention & Confidentiality

14.1 Data Handling

The Company shall process Innovation Disclosure data and personal data submitted through the Platform in accordance with its Privacy Policy (as published and updated from time to time) and applicable data protection laws, including the Information Technology Act, 2000, the IT (SPDI) Rules, 2011, and the Digital Personal Data

Protection Act, 2023. The Institution is responsible for obtaining all necessary consents from Stakeholders before their personal and innovation-related data is submitted through the Platform.

14.2 Analyst Confidentiality

Innovation Analysts engaged by the Company are required to be subject to confidentiality obligations as a condition of engagement. However, the Company acknowledges and the Institution accepts that it cannot guarantee that all analysts engaged on a case-by-case basis are subject to identical contractual terms, and the Institution expressly acknowledges and accepts this limitation wherein the Company shall not be liable for any breach of information that may happen at a personal level from the analyst / analysts.

14.3 No Intentional Public Disclosure

The Company will not intentionally publish, publicly disclose, or commercially exploit the content of Innovation Disclosures without the prior written consent of the Institution. Notwithstanding the foregoing, the Company may disclose information where required by law, court order, or regulatory authority, and will endeavour to notify the Institution of such requirement where legally permissible.

14.4 Data Retention

The Company may retain Innovation Disclosures, metadata, workflow logs, reviewer notes, timestamps, and communication records for operational, audit, compliance, dispute management, quality assurance, training, and backup purposes for such period as the Company determines reasonable and in accordance with its Privacy Policy. Deletion requests may not result in immediate or complete erasure from logs, archives, legal holds, security backups, or disaster-recovery systems.

15. Disclaimer of Warranties

THE PLATFORM AND ALL ASSESSMENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, COLLATERAL, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, UNINTERRUPTED AVAILABILITY, OR SUITABILITY FOR ANY SPECIFIC OUTCOME. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF HARMFUL COMPONENTS, FREE FROM BUGS OR DATA LOSS, COMPATIBLE WITH EVERY DEVICE, OR FREE FROM MAINTENANCE INTERRUPTIONS. NO ORAL STATEMENT, MARKETING LANGUAGE, ANALYST COMMUNICATION, TRAINING MATERIAL, OR DRAFTING TIER DESCRIPTION SHALL MODIFY THESE DISCLAIMERS UNLESS EXPRESSLY INCORPORATED IN WRITING BY AN AUTHORISED SIGNATORY OF THE COMPANY.

16. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under these Terms arising from circumstances beyond its reasonable control, including but not limited to: acts of God; natural disasters; pandemics; epidemic; government actions or restrictions; war; civil unrest; cyberattacks; ransomware; telecommunications failures; power failures; or interruptions in third-party service providers (including cloud hosting services, AI vendors, or communication platforms). In the event of a force majeure event, the Company will endeavour to notify the Institution and resume services as soon as reasonably practicable.

17. Third-Party Tools, Integrations & External Resources

The Platform may depend on or integrate with third-party hosting providers, communication channels, analytics services, AI engines, QR technologies, cloud infrastructure, or storage vendors. The Company shall not be responsible for downtime, inaccuracy, data loss, breach, or service deficiency attributable to any third-party

provider, unless expressly assumed in a separately executed written agreement. The Company shall not be responsible for the privacy practices, terms of service, or actions of any third-party provider.

18. Term, Suspension & Termination

These Terms shall remain in effect for the duration of the Institution's use of the Platform and for a period of three (3) years thereafter in respect of all Assessments generated during the period of use.

The Company reserves the right to suspend or terminate an Institution's access to the Platform immediately upon material breach, misuse, non-payment, legal risk, security concern, suspected fraud, or receipt of instruction from a competent authority. Where the situation permits, the Company will provide the Institution with reasonable prior written notice before suspension or termination.

Upon termination, the Institution's right to use the Platform shall cease. However, the following Sections shall survive termination or expiry indefinitely: Sections 4, 7, 10, 11, 13, 14, 15, 19, and 21.

19. Governing Law & Dispute Resolution

19.1 Governing Law

These Terms and all matters arising out of or in connection with them shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

19.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or in relation to these Terms, including any question regarding their existence, validity, breach, or termination, shall be resolved as follows:

1. **Good-Faith Negotiation:** The parties shall first attempt to resolve the dispute through good-faith negotiations for a period of thirty (30) days from the date of written notice of the dispute from either party.
2. **Arbitration:** If the dispute is not resolved through negotiation within thirty (30) days, it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration shall be conducted by a sole arbitrator mutually agreed upon by both parties. The seat and venue of arbitration shall be Coimbatore, Tamil Nadu, India. The proceedings shall be conducted in English.
3. **Exclusive Jurisdiction:** Subject to the arbitration clause above, the courts at Coimbatore, Tamil Nadu, India shall have exclusive jurisdiction over any matters not submitted to or not resolved through arbitration.

20. General Provisions

20.1 Entire Agreement

These Terms, together with any Subscription Agreement, Privacy Policy, data processing addendum, and other policies expressly incorporated by reference, constitute the entire agreement between the Company and the Institution with respect to the Platform and supersede all prior agreements, understandings, representations, negotiations, and communications, whether written or oral.

20.2 Amendment

The Company may amend these Terms at any time by providing at least thirty (30) days' prior written notice to the Institution. Continued use of the Platform after the effective date of any amendment constitutes acceptance of the revised Terms. No oral statement, email communication from an Analyst, or marketing material shall constitute an amendment to these Terms.

20.3 Severability & Interpretation

If any provision of these Terms is held to be invalid, illegal, or unenforceable by any court or competent authority, the remaining provisions shall continue in full force and effect. Any invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable. Any ambiguity in these Terms shall be interpreted in a manner that most closely preserves the allocation of risk, disclaimers, exclusions, indemnities, and liability limitations intended herein.

20.4 Waiver

Failure by the Company to enforce any provision of these Terms on any occasion shall not constitute a waiver of the Company's right to enforce that provision or any other provision in the future. No waiver shall be effective unless made in writing by an authorised representative of the Company.

20.5 Assignment

The Institution may not assign or transfer any of its rights or obligations under these Terms without the prior written consent of the Company. The Company may assign these Terms, in whole or in part — including in connection with any merger, acquisition, restructuring, or sale of assets — upon written notice to the Institution.

20.6 Relationship of Parties

The Company and the Institution are independent contracting parties. Nothing in these Terms shall be construed to create a partnership, joint venture, agency, employment, attorney-client, patent-agent-client, or fiduciary relationship between the parties.

20.7 Notices

All formal notices under these Terms shall be in writing and delivered by email with acknowledgement of receipt, or by registered post with acknowledgment due, to the addresses designated by each party in the Subscription Agreement.

21. Platform-Specific Short-Form Notices

In addition to these full Terms, the following condensed notices are recommended for display at key touchpoints within the Platform. These notices form part of these Terms and are incorporated herein by reference.

21.1 QR Submission & Login Screen Notice

Notice for Display at QR Submission & Login Stage

By submitting this Innovation Disclosure, the User and the Institution acknowledge that the Platform provides only preliminary innovation analysis based on submitted information, the Analyst's judgment, and AI-assisted tools. No patent, design, copyright, trademark, startup success, grant, novelty certification, or commercialisation outcome is guaranteed. Search results and analysis may miss relevant prior art or third-party rights. All filing and commercialisation decisions remain solely with the Institution and/or Inventor. Use of the Platform is subject to the full Terms & Conditions, Privacy Policy, and Limitation of Liability available on the Platform.

21.2 Analyst Report Footer Disclaimer

Recommended Footer on Every Assessment / Analysis Report

This report is a preliminary, non-binding technical and commercial screening note prepared using limited information, the Analyst's professional judgment, and AI-assisted tools where applicable. It is not a legal opinion, patentability guarantee, freedom-to-operate opinion, or assurance of grant, registrability, validity, enforceability, or commercial success. Relevant prior art, public disclosures, and third-party rights may exist

but may not have been identified at this stage. No reliance on this report should be placed without obtaining independent advice from a registered patent agent or patent attorney.

21.3 Institutional Onboarding Acknowledgement

Recommended Clause for Institution Onboarding / Sign-Up

The Institution acknowledges that all Innovation Disclosure classifications, Drafting Tier allocations, patent/design/copyright/trademark/startup suggestions, and related observations are preliminary, non-binding, and non-guaranteed. The Institution accepts full and sole responsibility for all reliance, filing, prosecution, publication, commercialisation, and external use decisions, and agrees to indemnify and hold harmless the Company from all claims arising out of submissions, Assessment reliance, inventorship or ownership disputes, confidentiality issues, third-party rights claims, and all other matters described in the full Terms & Conditions.

22. Acknowledgement of Terms

By accessing or using the Platform (including through QR-code-based submission or any other interface), the Institution and each Stakeholder irrevocably confirm that they:

1. Have read, understood, and agree to be legally bound by these Terms and Conditions in their entirety, including all disclaimers, limitations of liability, and indemnification obligations;
2. Understand that the Platform and Assessments do not constitute legal advice and carry no guarantee of any intellectual property protection in India or any other jurisdiction;
3. Accept and understand the limitations of the Innovation Analyst's Assessment, including the inherent risk of undiscovered prior art, the independent nature of patent examination, and the possibility of patent rejection despite a favourable Drafting Tier classification;
4. Agree to indemnify and hold harmless the Company against all claims arising from the Institution's or Stakeholder's use of the Platform and any decisions, filings, or actions taken in reliance on Assessments;
5. Will seek independent legal advice from a registered patent agent or patent attorney — qualified and authorised to provide formal legal advice — before making any IP filing decision, commercial decision, or financial expenditure in reliance on any Assessment;
6. Acknowledge that no oral communication, analyst report, training material, or marketing content supersedes these Terms, and that any amendment to these Terms must be in writing signed by an authorised representative of the Company.

— End of Terms & Conditions —

Document Version 1.0 | These Terms are subject to periodic review and update.

This document does not constitute legal advice. Review by qualified legal counsel is recommended before adoption.

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