

United States Patent and Trademark Office Trademark Verified USPTO.gov Account Agreement

I request that the United States Patent and Trademark Office (USPTO) verify my identity and authorize my use of a verified USPTO.gov account for purposes of accessing trademark filing systems (such an authorized account is hereinafter referred to as a trademark verified USPTO.gov account). I have read and consented to the Terms of Use for USPTO Websites and am requesting issuance, or continued use, of a trademark verified USPTO.gov account for the sole purpose of conducting authorized business with the USPTO.

If I previously held a patent-proofed USPTO.gov account, I understand that account was converted to a trademark verified USPTO.gov account either automatically by the USPTO or upon my selection of a role for accessing trademark filing systems. I confirm that I have read and acknowledged the terms of the Patent Electronic System Subscriber Agreement or PKI Subscriber Agreement, whichever governed my patent-proofed account, and which are incorporated by reference.

Continued use of trademark filing systems constitutes my agreement to any applicable subscriber agreement mentioned above and this Trademark Verified USPTO.gov Account Agreement. Wherever the terms of this Agreement conflict with terms of the PKI Subscriber Agreement or the Patent Electronic System Subscriber Agreement, the terms of this Agreement control with respect to the subject matter addressed in this document.

I agree that my continued use of a trademark verified USPTO.gov account to access trademark filing systems is subject to the terms and conditions set out below and the rules and policies of the USPTO. I understand that the USPTO may immediately and/or permanently terminate, suspend, or revoke the trademark verified USPTO.gov account issued to me without prior notice based on the USPTO's sole determination that there has been a violation of this Agreement and/or the rules and policies of the USPTO. I understand that the USPTO may, in its sole discretion, require that I repeat the identity verification process at any time.

February 2024



UNITED STATES
PATENT AND TRADEMARK OFFICE ®

1. Identification Information

By requesting electronic identity verification, providing a notarized identity verification form, providing identity information for a sponsored account, and/or providing updates to identity information to the USPTO, I warrant that all information submitted is based on my own knowledge and believed to be true, with the knowledge that whoever makes false or fraudulent statements shall be subject to the penalties set forth under 18 U.S.C. § 1001 and any other applicable criminal statute, and termination, suspension, or revocation of the USPTO.gov account.

I understand that if there is a change to any required information provided during electronic verification, in a notarized identity verification form, or otherwise by me during the sponsorship process, I agree to update such information within 30 calendar days of the change.

2. Acceptable Use for All Users

I understand that my use of a trademark verified USPTO.gov account is for the sole purpose of conducting business with the USPTO in compliance with the terms of use for USPTO websites, PKI Subscriber Agreement (if applicable), Patent Electronic System Subscriber Agreement (if applicable) and other laws, regulations, and policies of the USPTO, and is further limited to use in connection with applications and/or registrations I am authorized to access. I understand that any other use is strictly prohibited.

I understand that the USPTO may monitor or review my USPTO.gov account activity, including the submission of any documents, data, communication, or payment through trademark electronic systems. I have no expectation of privacy in regards to my use of the USPTO website and I consent to the Privacy Policy posted at <https://www.uspto.gov/privacy-policy>.

I understand that my account is for my sole use and I will not permit others to use the trademark verified USPTO.gov account login credentials issued to me and I will take reasonable steps to prevent others from learning my account login information. I will promptly notify the USPTO if I become aware that the login credentials issued to me have been used by others. I understand that sharing my account login credentials may result in temporary or permanent suspension of my account privileges.

I understand that an individual person may only use one trademark verified USPTO.gov account, and I will not request additional accounts.

I understand that a trademark verified USPTO.gov account is not transferable to any other individual or entity. A trademark verified USPTO.gov account is solely for use by the individual

whose verified identity is associated with the account.

I agree that the trademark verified USPTO.gov account issued to me will not be used to engage in or facilitate the unauthorized practice of law.

If I am not an individual authorized to practice before the Office on behalf of others (or attorney support staff directly assisting an attorney in filing submissions on behalf of that attorney's clients, at their direction and under their control), I will only use the trademark verified USPTO.gov account to file new applications or make submissions in application or registration records or in trademark proceedings, either on my own behalf or on behalf of a juristic entity owner of which I am a partner, member, officer, or direct employee (one without a direct financial interest in the outcome of the trademark registration process). The USPTO may consider any unauthorized submission filed in connection with trademark applications, trademark registrations, or trademark proceedings as a document submitted for an improper purpose and may strike, or otherwise not consider or give any weight to, such submissions in accordance with the relevant USPTO rules.

I understand that trademark verified USPTO.gov accounts are used to access trademark records and systems on a U.S. government computer system and that misuse or unauthorized use may – in addition to the USPTO immediately and/or permanently taking actions described in Part 6, below – subject me to (a) criminal penalties under U.S. law, (b) administrative sanctions by the USPTO and/or (c) disciplinary sanctions for violating the USPTO Rules of Professional Conduct. Any inadvertent disclosure of nonpublic documents shall in no way be construed as authorized access to such documents, 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.

3. Attorney - Acceptable Use and Sponsorship of Attorney Support Staff

If I am an attorney or other person authorized to practice before the USPTO in trademark and other non-patent matters on behalf of others (see 37 C.F.R. §§ 11.1, 11.5, 11.14), I understand that I am authorized to grant USPTO.gov account sponsorship to attorney support staff who are directly employed or retained by me, my company, or my law firm and who work under my direct supervision, and that I may remove USPTO.gov account sponsorship of the attorney support staff whom I have sponsored at any time. I agree that I will immediately remove sponsorship from any paralegal or support staff account for any individual no longer employed or supervised by me. I will

not attempt to sponsor any other individuals or organizations, including any foreign or domestic company, group, client, agent, attorney or other practitioner.

As a sponsoring attorney, I understand that I am personally, professionally, and ethically responsible for the conduct of each attorney support staff acting under my supervision when using a sponsored USPTO.gov account. I will take reasonable steps to ensure that each sponsored attorney support staff is familiar with the terms of this Agreement and with the relevant laws, regulations, and policies of the USPTO with respect to the duties to which their access pertains. I will take reasonable steps to ensure that each sponsored attorney support staff's access and use of USPTO systems is consistent with the tasks assigned to that individual. Such reasonable steps include prompt removal of sponsorship when appropriate, including where the individual is no longer under my employ and/or supervision. I will immediately remove sponsorship of the USPTO.gov account for any attorney support staff whom I have reason to believe has abused or misused any USPTO system, including but not limited to knowingly submitting false statements or signatures, and I will immediately report the misuse or abuse to the USPTO. I understand that failure to supervise use of accounts by my support staff may result in any of the following, but not limited to, my being referred to the Office of Enrollment and Discipline and/or revocation of my ability to sponsor additional accounts.

I understand that each USPTO.gov account is intended for use by the individual to whom it is registered, and that each of the attorney support staff I sponsor must have a separate trademark verified USPTO.gov account in their own name, and that accounts are not permitted to be shared among support staff individuals.

As an attorney, I may only sponsor attorney support staff under my supervision, employed or retained by my individual law practice, law firm, or as employees of the same company as myself. I will not attempt to sponsor any other individuals or organizations, including any foreign or domestic company, group, client, agent, attorney or other practitioner. In addition to the identity verification required by the USPTO, as a sponsoring attorney, I understand that I am responsible for confirming the identity of any person whom I sponsor, and understand that this information is subject to the terms of Section 1 above.

4. Sponsored Attorney Support Staff - Acceptable Use

If I use a sponsored USPTO.gov account, I understand that my use and access to USPTO systems is subject to the direction and control of the attorney sponsoring my account. By accessing the sponsored account, I verify that (i) I am not an attorney (see 37 C.F.R. § 11.1), (ii) I am not suspended, excluded, or otherwise precluded from practice before the USPTO, (iii) I am employed

or retained by the account sponsor(s) or the law firm(s) or company where my supervising attorney and I are employed, and (iv) I am subject to direct oversight and supervision of the account sponsor(s).

5. Roles

Users select or are assigned a user role for each trademark verified USPTO.gov account. User roles correspond to persons authorized to make submissions in trademark matters.

The owner role can only be used to access trademark electronic systems and make submissions in applications, registrations, or proceedings in which 1) the person is an individual and either the original applicant or assignee of the subject mark; 2) the person can legally bind the owner; or 3) the person is directly employed by a juristic entity owner. In the context of this Agreement, a person who is directly employed does not have a direct financial interest in the outcome of the trademark registration process.

The U.S.-licensed attorney role can only be claimed by an active member in good standing of the bar of the highest court of any U.S. state or territory.

The Canadian attorney/agent role can only be claimed by one who is reciprocally recognized by the USPTO's Office of Enrollment and Discipline (OED) to represent persons located in Canada before the USPTO in trademark matters.

U.S.-licensed attorneys and Canadian attorneys/agents may sponsor individuals with USPTO.gov accounts in a support staff role. Violations of this Agreement by U.S.-licensed attorneys and recognized Canadian attorneys/agents or their sponsored support staff will be referred to OED for investigation and possible discipline.

The attorney support staff role can only be claimed, assigned, or used in connection with preparing and filing trademark documents through USPTO electronic filing systems in accordance with USPTO rules by a person directly employed or retained by the attorney/agent, or the attorney/agent's law firm, partnership, or corporation, who works directly for the attorney/agent and under the attorney/agent's direct supervision. A sponsored support staff cannot be a foreign or domestic company, group, client, attorney, agent, or other practitioner.

6. Termination, Suspension, and Revocation of Accounts

Users are granted a revocable license to use a trademark verified USPTO.gov account subject to the terms of this Agreement. The USPTO may immediately terminate, suspend, or revoke any

trademark verified USPTO.gov account at any time, without prior notice, temporarily or permanently, where:

- (a) Required information stored in the USPTO.gov account or contained in a notarized identity verification form changes and the appropriate user does not notify the USPTO within 30 calendar days;
- (b) The USPTO has reason to believe that the account has been compromised;
- (c) The associated USPTO system has been compromised;
- (d) The USPTO has reason to believe the USPTO.gov account is being used, or has been attempted for use, for unauthorized access to nonpublic information or inadvertently disclosed nonpublic information;
- (e) The user attempts to register more than one verified USPTO.gov account, including an account under a different or assumed name;
- (f) The verified USPTO.gov account is used to make submissions that the user is not authorized to make under the relevant laws, regulations, or policies of the USPTO;
- (g) The user submits any false, fictitious, and/or fraudulent information in connection with identity verification or account sponsorship;
- (h) The user submits a notarized form in support of identity verification that does not meet the notarization requirements of the notarial state or country;
- (i) The user refuses to destroy, cease dissemination, and/or retrieve any dissemination of any inadvertently disclosed or other nonpublic documents after notification by the USPTO;
- (j) The user fails to comply with obligations under this Agreement or the laws, regulations, or policies of the USPTO;
- (k) The USPTO determines the verified USPTO.gov account was not or is not being used in accordance with the obligations under this Agreement or the laws, regulations, or policies of the USPTO, including the user roles identified in section 5, or determines that the account was or is being otherwise misused;
- (l) The USPTO learns or has reason to believe that an attorney sponsoring attorney support

staff accounts is no longer practicing law or is no longer employing, retaining, or supervising the attorney support staff;

- (m) The USPTO.gov account is associated with any activities or operations that cause or result in a denial or diminution of services to other customers, whether generated automatically or manually;
- (n) There is inactivity for an extended period of time; or
- (o) For any other reason the USPTO deems necessary to protect the integrity of its systems and programs.

I understand that if the USPTO suspends, terminates, or revokes an account, the USPTO may subsequently deny future requests made by that user at its sole discretion. Further, the USPTO may, in its sole discretion, deny requests to reinstate, or place conditions upon reinstatement of, any USPTO.gov account that has violated this Agreement or the Terms of Use for USPTO websites. Further, the USPTO may, in its sole discretion, suspend, terminate, or revoke any and all USPTO.gov accounts, old or new, registered to an individual whose account has already been suspended, terminated, or revoked.

7. Software Use

I agree to honor any applicable copyright, patent, or license agreements with respect to any software provided to me by the USPTO, and 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 conducting authorized business with the USPTO (e.g., unauthorized access to nonpublic or inadvertently disclosed information).

8. Availability

I understand that the USPTO does not warrant or represent 100% availability of USPTO electronic systems due to system maintenance, repair, or events outside the control of the USPTO. The USPTO will make reasonable efforts to post information regarding scheduled downtime, when known, on the USPTO website. 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

Continued use of a trademark verified USPTO.gov account evidences the user's continued acceptance of this Agreement, including changes that may be made from time to time in the

USPTO's sole discretion. The user is responsible for knowing and understanding the terms of this Agreement, which will be made publicly available, currently at <https://www.uspto.gov/sites/default/files/documents/TM-verified-account-agreement.pdf>. The user may surrender a trademark verified USPTO.gov account at any time by written submission to the USPTO via email at TEAS@uspto.gov or via post mail at:

U.S. Patent and Trademark Office
Mail Stop EBC
PO Box 1451
Alexandria, VA 22313-1451

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 website at <https://www.uspto.gov/sites/default/files/documents/TM-verified-account-agreement.pdf>.

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 any applicable laws, regulations, or policies of the USPTO.

Nothing in this Agreement precludes the jurisdiction of the Office of Enrollment and Discipline or limits the authority of the Director of the USPTO or the Commissioner for Trademarks.

11. Dispute Resolution and Governing Law

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