

Acceptance of the Terms

These terms and conditions (“Terms”) are entered into by and between you and Bestway (USA), Inc. (“Bestway,” “we” or “us”), and they govern your submissions pursuant to our **INVENTOR SUBMISSION TERMS AND CONDITIONS** found at [\[insert URL\]](#) (each, a “Submission”) and our rights and obligations with respect to same. Please read these Terms carefully before you make any Submission. **By making a Submission, you accept and agree to be bound and abide by these Terms.**

No Confidentiality

YOUR MAKING A SUBMISSION DOES NOT ESTABLISH A CONFIDENTIAL RELATIONSHIP OR ANY OTHER RELATIONSHIP BETWEEN YOU AND BESTWAY. You acknowledge and agree that your Submission does not contain confidential information and that your Submission will be treated as non-confidential information by Bestway. Bestway may, at its sole discretion, share the Submission with third parties, and there exists no obligation to make such disclosure confidential. For the avoidance of doubt, no information contained in your Submission or any updates or supplements thereto shall in any way limit or restrict Bestway from using any information previously known to, or independently developed by, Bestway.

Limited Obligations; License Grant

In reviewing your Submission, Bestway does not assume and shall not be deemed to have assumed any contractual obligation to you with respect to the Submission or any other matter. The only obligation Bestway shall have with respect to your Submission shall be the general legal obligation not to infringe any valid and enforceable patent that may be encompassed by your Submission. You acknowledge and agree that Bestway will give your Submission such consideration as Bestway deems reasonable in its sole discretion; Bestway assumes no obligation to evaluate, pursue or return your Submission; Bestway assumes no obligation to reveal any further information of Bestway; and Bestway assumes no obligation to provide status updates, evaluations, feedback, decisions or similar information to you regarding your Submission or otherwise.

By making a Submission, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, the right to use, reproduce, transmit, modify, perform, display, distribute, create derivative works of and otherwise commercially exploit and disclose to third parties any such Submission for any purpose, subject only to applicable patent laws. **BESTWAY SHALL HAVE THE COMPLETE RIGHT TO USE IN ANY BESTWAY PRODUCT AND IN ANY OTHER WAY BESTWAY MAY DEEM FIT, WITHOUT COMPENSATION TO YOU, ANY ASPECT OF YOUR SUBMISSION THAT IS NOT WITHIN THE SCOPE OF A VALID AND ENFORCEABLE PATENT HELD BY YOU.**

Right to Make Submission; Responsibility

You represent and warrant that you own or control all rights in and to your Submission and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, and your Submission does and will comply with these Terms. You understand and acknowledge that you are responsible for your Submission and you, not Bestway, have full responsibility for your Submission, including its legality, reliability, accuracy and appropriateness. We are not responsible or liable to you or any third party for your Submission or any aspect thereof.

Patent Rights Only; Liability Limitation

You agree that you will rely solely on patent rights as established under U.S. and/or any foreign laws, but not to include trade secrets, presently or hereafter granted by any applicable and competent U.S. or foreign governmental authority, to protect any proprietary information in your Submission. You further agree that you may risk impairing or losing the ability to protect your patent or other intellectual property rights under applicable law if you have not adequately protected them at or before the time of your Submission. Accordingly, you hereby RELEASE Bestway from any liability in connection with the consideration, evaluation, adoption, modification, sale or use of your Submission or activities or products involving your Submission, under express contract, implied in fact contract, quasi contract law, duties of confidentiality, property law, or any other legal theory, except patent rights if any, in such jurisdictions as they may exist.

IN NO EVENT WILL BESTWAY, ITS AFFILIATES OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR SUBMISSION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS AND LOSS OF GOODWILL, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES ARISING OUT OF INFRINGEMENT BY US OF ANY VALID AND ENFORCEABLE PATENT THAT MAY BE ENCOMPASSED BY YOUR SUBMISSION.

Indemnification

You agree to defend, indemnify and hold harmless Bestway, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your Submission or violation of these Terms except to the extent the foregoing arise out of infringement by us of any valid and enforceable patent that may be encompassed by your Submission.

Changes to Terms

Bestway may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. By making a Submission after the posting of revised Terms, you accept and agree to the changes made therein. You are expected to check these Terms each time you make a Submission so you are aware of any changes, as they are binding on you.

Governing Law; Venue

All matters relating to these Terms and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to these Terms shall be instituted exclusively in the federal or state courts located in Arizona. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

No Waiver

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert

a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms constitute the sole and entire agreement between you and Bestway with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to same.