§ 66-215. Remedies.

(a) Any contract for invention development services that does not substantially comply with this Article is voidable at the option of the customer. A contract for invention development services entered into in reliance on any false, fraudulent, or misleading information, representation, notice, or advertisement of the invention developer is voidable at the option of the customer. Any waiver by the customer of any provision of this act shall be deemed contrary to public policy and shall be void and unenforceable.

(b) Any customer or person who has been injured by a violation of this Article by an invention developer, by a false or fraudulent statement, representation, or omission of material fact by an invention developer, or by failure of an invention developer to make all disclosures required by this Article may recover in a civil action against the invention developer:

(1) Court costs;

(2) Attorneys['] fees; and

(3) The amount of actual damages, if any, sustained by the customer, which damages may be increased to an amount not to exceed three times the damages sustained. (1989, c. 746, s. 1; c. 770, s. 62.1(1), (2); 1991, c. 235, s. 1.)