

# Lawbrokr North American Terms of Service

**Last Modified: March 29, 2023**

Please read these Terms of Service (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Lawbrokr Platform, you agree to comply with and be bound by these Terms, and our Privacy Policy, found at [lawbrokr.com/privacy-policy](https://lawbrokr.com/privacy-policy), incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Lawbrokr Platform.

**Please note: Section 19 of these Terms contains an arbitration clause and class action waiver that applies to all Lawbrokr Members. It affects how disputes with Lawbrokr are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully. If you do not wish to be bound by the arbitration clause, you must opt-out within 30 days of your acceptance of these Terms.**

Thank you for using Lawbrokr!

These Terms constitute a legally binding agreement (“**Agreement**”) between you and Lawbrokr (as defined below) governing your access to and use of the Lawbrokr website, including any subdomains thereof, and any other websites through which Lawbrokr makes its services available (collectively, “**Site**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “**Application**”) and all associated services, including our Storefront™ tool (collectively, “**Lawbrokr Services**”). The Site, Application and Lawbrokr Services together are hereinafter collectively referred to as the “**Lawbrokr Platform**”. Our [Payment Terms](#) applicable to your use of the Lawbrokr Platform are incorporated by reference into this Agreement and can be accessed via the Lawbrokr Platform.

When these Terms mention “**Lawbrokr**,” “**we**,” “**us**,” or “**our**,” it refers to Lawbrokr, Inc., 1 King Street W, Suite 4800-64, Toronto, Ontario M5H 1A1.

Our collection and use of personal information in connection with your access to and use of the Lawbrokr Platform is described in our [Privacy Policy](#).

Any and all payment processing services through or in connection with your use of the Lawbrokr Platform (“**Payment Services**”) are provided to you by Lawbrokr as set out in these Terms (“**Payments Terms**”).

Lawyers (as defined below) alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Legal Services (as defined below). For example, some provinces have laws that restrict their ability to provide Legal Services to certain Customers (as defined below). In many provinces, Lawyers have to register or obtain a license before providing Legal Services (such as operating a law practice and providing legal services through the law practice). Lawyers are each alone responsible for identifying, obtaining, and complying with any required licenses, permits, or registrations required by Governmental Authorities for any Legal Services they offer through Lawbrokr Services, as well as Applicable

Law. Certain types of Legal Services may be prohibited altogether. Penalties may include fines or other enforcement. We may provide some information on the Lawbrokr Platform to help you identify some of the obligations that apply to you; however, you should do your own research and due diligence and may not rely on such information, which is not legal advice. If you have questions about how local laws apply to your Service(s) on Lawbrokr, you should always seek legal guidance.

**“Applicable Law”** means, with respect to any person, any applicable statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement, all as in effect from time-to-time, of any Governmental Authority (including any regulations and by-laws of any law societies and bar associations) applicable to such person.

**“Governmental Authority”** means any applicable governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing with jurisdiction over the parties.

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### **1. Scope of Lawbrokr Services**

1.1 The Lawbrokr Platform provides Lawyers with Storefront™, which consists of customized landing pages and pre-qualification workflows that allow Customers to contact Lawyers, as well as to provide non-privileged background information regarding the type of Legal Services that a Customer may need (Customers and Lawyers, collectively **“Members”**). Members that are using

Lawbrokr Services to obtain Legal Services (and any third party using Lawbrokr Services for such a Member's benefit), are "**Customers**". Members who are licensed legal practitioners and are eligible to offer legal services to the public are "**Lawyers**" and the services they offer are "**Legal Services**". Subject to these Terms, Lawbrokr grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use the Lawbrokr Services in accordance with these Terms. Portions of the Lawbrokr Services can be viewed without a Lawbrokr account. To benefit from all of the Lawbrokr Services we offer, you must create an account and provide certain basic information about yourself. Members may use the Lawbrokr Services for themselves or for the benefit of another third party as authorized by these Terms. Please note that not all Lawyers are eligible to offer Legal Services in all jurisdictions. The Lawbrokr Platform is designed to connect Customers with a Lawyer through dedicated landing pages and custom workflows so that a Lawyer can help filter out the best Customers for their specific legal inequity. "**Legal Services**" include the online or in-person provision of legal advice, legal opinions, legal recommendations or legal assistance regarding any legal rights, remedies, defences, options, or strategies applicable to you, appearance on your behalf in relation to a legal matter, application of the law to the facts of your particular situation or any other activity or service that can only be provided by licensed lawyers in an applicable jurisdiction in Canada or the United States.

**1.2 As the provider of the Lawbrokr Platform, Lawbrokr does not own, create, sell, resell, provide, control, manage, evaluate, review, offer, deliver, or supply any Legal Services. Members alone are responsible for their relationship and communications with others, including the use or provision of any Legal Services by Lawyer to Customer. When Members decide to engage or transact with each other, they are entering into an agreement directly with each other and outside of the purview of the Lawbrokr Platform. Lawbrokr is not and does not become a party to or other participant in any contractual relationship between Members, nor is Lawbrokr a law firm, employer of any lawyers or engaged in the practice of law or provision of legal services. Lawbrokr is not acting as an agent in any capacity for any Member. Lawbrokr is not authorized under Applicable Laws to engage in the practice of law or the provision of Legal Services, and you hereby acknowledge that Lawbrokr does not provide Legal Services.**

1.3 While we may help facilitate connections between Customers and Lawyers, Lawbrokr has no control over and does not guarantee (i) the existence, quality, safety, suitability, legality or outcome of any Legal Services, (ii) the truth or accuracy of any Lawyer's descriptions or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Lawbrokr does not endorse or evaluate any Member or Legal Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a verification, identification process or background check requested or offered by Lawbrokr and nothing else. Any such description is not an endorsement, certification or guarantee by Lawbrokr about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to engage a Lawyer, use any Legal Services or communicate and interact with other Members, whether online or in person. WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE YOU WITH ACCURATE MEMBER CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY MEMBER CONTENT (INCLUDING BUT NOT LIMITED TO DESCRIPTIONS OF PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION). IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH MEMBER

CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE, REFER OR RECOMMEND ANY INDIVIDUAL, ENTITY, CUSTOMER LAWYER, OR MEMBER LISTED OR REFERENCED IN MEMBER CONTENT AND/OR ACCESSIBLE THROUGH THE LAWBROKR PLATFORM OR STOREFRONT™ PAGES.

1.4 If you choose to use the Lawbrokr Platform as a Lawyer, your relationship with Lawbrokr is limited to that of a user of the Lawbrokr Platform, and not an employee, independent contractor, agent, joint venturer or partner of Lawbrokr for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Lawbrokr. Lawbrokr does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your engagement or communication with Members and the provision of any Legal Services. You acknowledge and agree that you have complete discretion whether to communicate with other Members, offer your Legal Services to those Members, or otherwise engage in other business or employment activities on the Lawbrokr Platform or through the Lawbrokr Services. You acknowledge that Lawbrokr is not a referral service and does not refer, recommend or endorse any particular Member through the Lawbrokr Services.

1.5 To promote the Lawbrokr Platform and to increase the exposure of the Lawbrokr Platform to potential Members, Lawyers and other Lawbrokr Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Lawyers and other Lawbrokr Content may be translated, in whole or in part, into other languages. Lawbrokr cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Lawbrokr Platform may contain translations powered by Google. Lawbrokr and Google each disclaim all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The Lawbrokr Platform may contain links to third-party websites, resources, services or products, including links to websites maintained or operated by other Members ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Lawbrokr is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Lawbrokr of such Third-Party Services.

1.7 Due to the nature of the Internet, Lawbrokr cannot guarantee the continuous and uninterrupted availability and accessibility of the Lawbrokr Platform. Lawbrokr may restrict the availability of the Lawbrokr Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Lawbrokr Platform. Lawbrokr may improve, enhance and modify the Lawbrokr Platform and introduce new Lawbrokr Services from time to time.

## **2. Eligibility, Using the Lawbrokr Platform, Member Verification**

2.1 In order to access and use the Lawbrokr Platform or register a Lawbrokr Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able

to enter into legally binding contracts. Lawyers may only be legal professionals that are licensed and eligible to practice law or provide legal services in the jurisdictions that they identify.

2.2 Lawbrokr may make access to and use of the Lawbrokr Platform, or certain areas or features of the Lawbrokr Platform such as Storefront™, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Reviews thresholds, or a Member's Opportunity acceptance and cancellation history.

2.3 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity or validity of any Lawyer's licence or ability to provide Legal Services as per any Applicable Laws or Governmental Authority. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by Applicable Law, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from such third-parties and other service providers, and (iii) where we have sufficient information to identify a Member, obtain reports or request that you obtain report from public records of criminal convictions, law society or bar suspensions, regulatory actions or an equivalent version of background checks in your local jurisdiction (if available).

2.4 The access to or use of certain areas and features of the Lawbrokr Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Lawbrokr Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Lawbrokr Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

### **3. Modification of these Terms**

Lawbrokr reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Lawbrokr Platform and ask you to agree to the revised Terms before accessing your account. Changes to these Terms shall be effective upon posting and acceptance, and you understand and agree that if you use the Lawbrokr Platform after the date on which the Terms have changed, Lawbrokr will treat your access to or use of the Lawbrokr Platform as acceptance of the revised Terms. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect, provided that termination shall not relieve you of any obligation accruing prior to such termination. If you do not terminate your Agreement, your continued access to or use of the Lawbrokr Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1 You must register an account ("**Lawbrokr Account**") to access and use certain features of the Lawbrokr Platform. If you are registering a Lawbrokr Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms. You must be of legal age to form a binding contract to register an account (in many jurisdictions, this age is 18, which is the

minimum age to register a Lawbrokr Account). If you are not yet of legal age to form a binding contract, then you must get your parent or legal guardian to read these Terms and agree to them for you before they use the Lawbrokr Platform for your benefit. If you are a parent or legal guardian and you provide your consent to your child's use of the Lawbrokr Platform, then you agree to be bound by these Terms with respect to your child's use of the Lawbrokr Platform and any Lawbrokr Services, and indemnify, defend, and hold us harmless with respect thereto.

4.2 You can register a Lawbrokr Account by providing your first name, last name, email address phone number and password, or through your account with certain third-party social networking services, such as Facebook, Google or Apple ("**SNS Account**"). You have the ability to disable the connection between your Lawbrokr Account and your SNS Account at any time, by accessing the "Settings" section of the Lawbrokr Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Lawbrokr Account information up-to-date at all times.

4.4 You may not register more than one (1) Lawbrokr Account unless Lawbrokr authorizes you to do so.

4.5 You are responsible for maintaining the confidentiality and security of your Lawbrokr Account credentials and may not disclose your credentials or other information to any third party. You hereby acknowledge that all communications and information in your Lawbrokr Account must be treated as confidential, and you must not disclose that information to any other individual or third-party. You must immediately notify Lawbrokr and the Lawyer that you are speaking with if you know or have any reason to suspect that your credentials or other information have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Lawbrokr Account. You are liable for any and all activities conducted through your Lawbrokr Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 The use of the Lawbrokr Platform shall not create any attorney-client or other confidential or special relationship between Members and does not constitute the provision of legal advice or other professional advice by a Lawyer. The use of the Lawbrokr Platform may be considered Attorney Advertising under the ethical rules of certain jurisdictions. You confirm that you have the authority to share any information that you provide about any entity or other individuals. You further confirm that any information you provide is non-confidential. We cannot and do not guarantee the confidentiality or security of any data you provide.

4.7 By using the Lawbrokr Platform and/or Lawbrokr Services, you consent to receive emails from us. These emails may include notices about applicable fees and charges, transactional information and other information concerning or related to the Lawbrokr Services. These emails are part of your relationship with us. By scheduling a meeting through the Lawbrokr Platform, you consent to receive transactional emails related to the scheduled meeting (e.g., booking confirmations and reminders), and if you provide your phone number for text notifications, you also consent to receive SMS notifications related to the scheduled meeting.

You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You agree to keep your contact information up to date, and to

monitor your email settings to ensure that you receive emails from us at your discretion and as necessary.

## 5. Content

5.1 Lawbrokr may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Lawbrokr Platform (“**Member Content**”); and (ii) access and view Member Content and any content that Lawbrokr itself makes available on or through the Lawbrokr Platform, including proprietary Lawbrokr content and any content licensed or authorized for use by or through Lawbrokr from a third party (“**Lawbrokr Content**” and together with Member Content, “**Collective Content**”).

5.2 The Lawbrokr Platform, Lawbrokr Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Canada and other countries. You acknowledge and agree that the Lawbrokr Platform and Lawbrokr Content, including all associated intellectual property rights, are the exclusive property of Lawbrokr and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Lawbrokr Platform, Lawbrokr Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Lawbrokr used on or in connection with the Lawbrokr Platform and Lawbrokr Content are trademarks or registered trademarks of Lawbrokr in Canada and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Lawbrokr Platform, Lawbrokr Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Lawbrokr Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Lawbrokr or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Lawbrokr grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application (if applicable) on your personal device(s); and (ii) access and view any Collective Content made available on or through the Lawbrokr Platform and accessible to you, solely for your personal and non-commercial use.

5.5 You represent that any Member Content you create, upload, post, send, or otherwise made available on or through the Lawbrokr Platform is solely owned by you (or that you have a license to provide such Member Content in accordance with these Terms). You grant to Lawbrokr a limited, non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content, in any media or platform, to provide the Lawbrokr Platform, Lawbrokr Services or as otherwise required by these Terms. Insofar as Member Content includes personal information and subject to any security protocols and other measures put in place by

Lawbrokr to protect the confidentiality of Member Content, such Member Content will only be used for these purposes if such use does not knowingly breach any lawyer-client confidentiality and complies with applicable data protection laws in accordance with our [Privacy Policy](#). Unless you provide specific consent, Lawbrokr does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are solely responsible for all Member Content that you make available on or through the Lawbrokr Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Lawbrokr Platform or you have all rights, licenses, consents and releases that are necessary to grant to Lawbrokr the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Lawbrokr's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity, privacy or confidentiality, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates these Terms or any other Lawbrokr policies. Lawbrokr may, without prior notice, remove or disable access to any Member Content that Lawbrokr finds to be in violation of applicable law, these Terms or Lawbrokr's then-current [Policies](#), or otherwise may be harmful or objectionable to Lawbrokr, its Members, third parties, or property.

5.8 Lawbrokr respects copyright law and expects its Members to do the same. If you believe that any content on the Lawbrokr Platform infringes copyrights you own or of a third-party, please contact us.

## **6. Service Fees**

6.1 Lawbrokr may charge fees to Lawyers ("**Service Fees**") in consideration for the use of the Lawbrokr Platform. Information about Service Fees pertaining to Storefront™ for Lawyers can also be found in [Section 7.3](#).

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Lawyer prior to obtaining access to the Lawbrokr Platform. Lawbrokr reserves the right to change the Service Fees at any time by posting such changes on the Lawbrokr Platform.

6.3 You are responsible for paying any Service Fees (including any applicable Taxes) that you owe to Lawbrokr. Except as otherwise provided on the Lawbrokr Platform or the Service Fees page from time to time, Service Fees are non-refundable.

## **7. Terms specific for Lawyers**



## 7.1 Terms applicable to all Lawyer Accounts

7.1.1 When creating a Lawyer Lawbrokr Account through the Lawbrokr Platform you must (i) provide complete and accurate information about yourself or your law firm (such as first name, last name, law society or bar identification number, law firm name, law firm phone number, primary work email address, address for service and insurance policy numbers), the Legal Services that you intend to offer (such as practice area, specialties, jurisdictions and hourly rate), (ii) disclose any deficiencies, restrictions and requirements that apply to your Legal Services (such as any minimum age requirements, client types, specific service offerings and whether you offer 15-minute free consultations), (iii) submit adequate pictures of any identification documents requested (law society or bar identification number, law society or bar documents and insurance policies), and (iv) provide any other pertinent information requested by Lawbrokr (“**Legal Account Information**”). You are responsible for keeping your Legal Account Information (including availability and response times) up-to-date at all times. Please also see [Section 1.4](#).

7.1.2 Lawbrokr may make access to and use of your Lawbrokr Account and the Lawbrokr Platform, or certain areas or features of the Lawbrokr Platform, subject to certain conditions or requirements, such as completing a verification process and meeting specific quality or eligibility criteria. Once your Lawbrokr Account has been verified by Lawbrokr, you will receive an email confirming that your account is now active and you may begin to receive leads through the Lawbrokr Platform and may have the ability to create a Storefront™.

7.1.3 By registering a Lawbrokr Account as a lawyer, you hereby represent and warrant that: (i) you are a qualified, active and licensed lawyer in the jurisdictions that you specify under Applicable Law, and agree to maintain such license, status and qualifications so long as you use the Lawbrokr Platform, (ii) you are a member in good standing with any Governmental Authority of the legal profession to which you are subject as a Lawyer, (iii) you are now and will be at all times authorized to deliver Legal Services, and (iv) you have a valid and current policy of professional negligence and errors and omissions insurance for your delivery of Legal Services, as required by Applicable Law.

7.1.4 Pictures, animations or videos (collectively, “**Images**”) (if applicable) used in your Lawbrokr Account, on your Storefront™ or otherwise through the Lawbrokr Platform must accurately reflect your law firm, likeness and Legal Services.

## 7.2 Leads

7.2.1 When a lead is created on your Storefront™ Page, the Opportunity will be exclusive to you.

7.2.2 If you and the Customer decide to engage each other for Legal Services, **you alone are responsible for your Legal Services, as well as any Applicable Laws to your relationship with Customers using your Legal Services, and you assume all risk to any Customers that are engaging you for your Legal Services.** Lawbrokr only provides the Lawbrokr Services and is not itself an operator of a law firm or provider of any Legal Services. Lawbrokr does not own, sell, resell, furnish, provide, manage and/or control any such Legal Services or the Lawyers that provide them. Lawbrokr’s responsibilities are limited to connecting Lawyers through the Lawbrokr Platform.

7.2.3 You are responsible for (i) understanding and complying with all laws, rules and regulations that may apply to your Legal Service(s), (ii) obtaining any required licenses, permits, or registrations prior to providing your Legal Service(s); and (iii) ensuring that your Legal Services will not breach any agreement you may have with any third party.

7.2.4 If you or we terminate these Terms, all provision or clauses that by their nature reasonably should survive termination of these Terms will remain in effect. When these Terms are terminated, you are not entitled to a restoration of your account (if your account is cancelled) or of the Member Content.

### **7.3 Terms applicable to Lawbrokr Storefront™**

7.3.1 If you sign up for Storefront™ on the Lawbrokr Platform, we will create one or more landing pages for you using the text, data, information, software, graphics, photographs, tools, processes and methodologies, and other intellectual property and Lawbrokr Content that we may make available to you, which will be further customized based on information that you provide to us (your “**Storefront**”). Your Storefront facilitates the online prequalifying and onboarding of potential clients (“**Prospects**”).

7.3.2. Subject to these Terms, we grant you a limited, personal, non-exclusive and non-transferable license to access, use and to display the Page and any permitted documentation or Lawbrokr Content following the set-up of a Lawbrokr Account (the “**Storefront™ Services**”). You have no other rights in the Storefront™ Services and shall not use the Storefront™ Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and to the extent you are a company or other organization, shall not permit any other person or Member to: (i) copy, modify, or create derivative works of the Storefront™ Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Storefront™ Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Storefront™ Services, in whole or in part; (iv) remove any proprietary notices from the Storefront™ Services; or (v) knowingly use the Storefront™ Services any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Subject to these Terms, we also grant you a limited, personal, non-exclusive, non-transferable license to download, install and operate any plug-ins, software, information, or other content that we may have specifically identified as being compatible with your Page or the Storefront™ Services, each of which may be subject to additional terms. Lawbrokr controls the URL(s) assigned to your Page and Services and may change or deactivate the URL(s) without prior notice.

7.3.3 When you create a Page, if you have not already provided the Legal Account Information, you will be required to provide that information in connection with registration. Once you submit the required registration information, we alone will determine whether or not to approve your proposed Page. If approved, you will be sent an email detailing how to complete your registration. For so long as you use Storefront™, you agree to provide true, accurate, current, and complete information that can be accomplished by logging into your account and making relevant changes directly.

7.3.4 You agree to pay all applicable fees related to your use of the Storefront™ Services, and by providing a payment method, you expressly authorize us (and/or our payment processors) to

charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your particular subscription and utilized Storefront™ Services. Storefront™ Services may be billed on a month-to-month, yearly, or other offered basis, at your election. Your subscription will automatically renew until cancelled, and each renewal term may include a price increase of the Consumer Price Index (“CPI”) + 3% unless we notify you of a different rate before the start of such renewal term. All payments are non-refundable. You can cancel your Storefront™ subscription at any time by contacting customer service at support@lawbrokr.com. Cancellation will be effective immediately. Please note that after you cancel your Storefront™ Services, you may not be able to use or access the Storefront™ Services, all licenses provided by us to you will automatically terminate, and you will not be entitled to a refund of any Service Fees that you’ve paid for such Storefront™ Services.

#### **7.4. Website and Marketing.**

7.4.1 Unless Customer has specifically notified Lawbrokr to the contrary in writing, Lawbrokr may disclose your firm as a customer of Lawbrokr and may use your firm’s name and logo on the Site, Lawbrokr Platform, and in Lawbrokr’s promotional content. Lawbrokr will be granted a revocable, non-exclusive, non-sub-licensable, non-transferable, royalty-free right and license (the “**Trademark License**”) to use, display and reproduce such party’s name, logo, trademarks and service marks (the “**Trademarks**”). Both acknowledge that the other party’s Trademark is and will remain the exclusive property of such party.

#### **8. Disputes between Members**

8.1 Lawyers are responsible for their own acts and omissions in relation to any Customer both before, during, and after any Opportunity. Each Member agrees that any controversy, dispute, disagreement or claim of every kind and nature, known or unknown, arising out of, relating to or in connection with another Member or any Legal Service provided by any Member, whether in law or equity, and including, without limitation, any claims regarding the performance, function, quality, suitability or completeness of any Legal Services delivered by a Lawyer (“**Claim**”), shall remain solely between such Members. Lawbrokr shall not be liable nor responsible for assisting any Members in the resolution of any such Claims and you hereby indemnify, defend, hold harmless and release Lawbrokr from such Claims.

8.2 Members agree to cooperate with and assist Lawbrokr in good faith, and to provide Lawbrokr with such information and take such actions as may be reasonably requested by Lawbrokr, in connection with any Disputes or other complaints or Claims made by Members relating to (i) Legal Services, (ii) the conduct of any Member or (iii) the suspected breach of these Terms or any Applicable Law.

8.3 If you are a Lawyer, you understand and agree that Lawbrokr may make a claim under your insurance policy related to any damage or loss that you may have caused, or been responsible for, to any person or property (including without limitation amounts paid by Lawbrokr). You agree to cooperate with and assist Lawbrokr in good faith, and to provide Lawbrokr with such information as may be reasonably requested by Lawbrokr, to make a claim under your insurance policy, including, but not limited to, executing documents and taking such further acts as Lawbrokr may reasonably request to assist Lawbrokr in accomplishing the foregoing.

## 9. Compliance and Monitoring

9.1 You acknowledge that Lawbrokr has no obligation to monitor the access to or use of the Lawbrokr Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Lawbrokr Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Lawbrokr in good faith, and to provide Lawbrokr with such information and take such actions as may be reasonably requested by Lawbrokr with respect to any investigation undertaken by Lawbrokr or a representative of Lawbrokr regarding the use or abuse of the Lawbrokr Platform.

## 10. Taxes

10.1 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where you are located may require Taxes to be collected from Customers on Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Fees set by Lawbrokr ("**Tax**").

10.2 Lawbrokr shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canadian Pension Plan or other retirement contributions, or employer health tax or worker's compensation insurance premiums for Lawyers. Lawyers are alone responsible for these withholding, remitting and registration obligations, and shall indemnify Lawbrokr from and against any order, penalty, interest, taxes or contributions that may be assessed against Lawbrokr due to the failure or delay by Lawyer to make any such withholdings, remittances or registration, or to file any information required by any law.

## 11. Prohibited Activities

11.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Lawbrokr Platform. In connection with your use of the Lawbrokr Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, community standards or Policies;
- use the Lawbrokr Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Lawbrokr endorsement, partnership or otherwise misleads others as to your affiliation with Lawbrokr;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Lawbrokr Platform in any way that is inconsistent with Lawbrokr' Privacy Policy or these Terms or that otherwise violates the legal or privacy rights of Members or third parties;

- use the Lawbrokr Platform in connection with the distribution of unsolicited commercial messages (“spam”);
- offer, as a Lawyer, any Legal Services that you do not yourself provide or are authorized to make available through the Lawbrokr Platform;
- unless Lawbrokr explicitly permits otherwise, use the Lawbrokr Service if you will not actually be using the Legal Services yourself, except where the Legal Services are being sought by you for use by a third-party Customer in accordance with these Terms;
- contact another Member for any purpose other than asking a question related to your Legal Services or the Member’s use of the Lawbrokr Platform, including, but not limited to, recruiting or otherwise soliciting any Member for third-party services, applications or websites, without our prior written approval;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- engage in any violence, harassment or sexual misconduct against anyone;
- misuse or abuse the Lawbrokr Platform as determined by Lawbrokr in its sole discretion;
- use, display, mirror or frame the Lawbrokr Platform or Collective Content, or any individual element within the Lawbrokr Platform, Lawbrokr’ name, any Lawbrokr trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Lawbrokr Platform, without Lawbrokr’ express written consent;
- dilute, tarnish or otherwise harm the Lawbrokr brand in any way, including through unauthorized use of Collective Content, registering and/or using Lawbrokr or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Lawbrokr domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Lawbrokr Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Lawbrokr or any of Lawbrokr’s providers or any other third party to protect the security and privacy of the Lawbrokr Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Lawbrokr Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Lawbrokr Platform;
- export, re-export, import, or transfer the Application except as authorized by Canadian law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else’s rights or otherwise cause harm to anyone.

## **12. Term and Termination, Suspension and other Measures**

12.1 This Agreement shall be effective for an annual term, at the end of which it will automatically and continuously renew for subsequent annual term until such time when you or Lawbrokr terminate the Agreement in accordance with this provision.

12.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Lawbrokr Account, your Storefront™ Page will be removed, and you will not be eligible for a refund of any Service Fees already paid to Lawbrokr for your access and use thereof.

12.3 Without limiting our rights specified below, Lawbrokr may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

12.4 Lawbrokr may immediately, without notice, terminate this Agreement and/or stop providing access to the Lawbrokr Platform if (i) you have materially breached your obligations under these Terms or our Policies, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Lawbrokr believes in good faith that such action is reasonably necessary to protect the personal safety, property or rights of Lawbrokr, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

12.5 In addition, Lawbrokr may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms or our Policies, Applicable Laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Lawbrokr Account registration or thereafter, (iv) you and/or your Legal Services at any time fail to meet any applicable quality or eligibility criteria (v) for any amounts you owe under these Terms that are overdue or in default, or (vi) Lawbrokr believes in good faith that such action is reasonably necessary to protect the personal safety, property or rights of Lawbrokr, its Members, or third parties, or to prevent fraud or other illegal activity:

- limit your access to or use of the Lawbrokr Platform and Page;
- temporarily or permanently revoke any special status associated with your Lawbrokr Account (such as if your account is verified); and
- temporarily or in case of severe or repeated offenses permanently suspend your Lawbrokr Account and stop providing access to the Lawbrokr Platform.

In case of non-material breaches and where appropriate, you may be given notice of any intended measure by Lawbrokr and an opportunity to resolve the issue to Lawbrokr' reasonable satisfaction.

Further, for unsuccessful payment due to card expiration, insufficient funds, or otherwise, we may temporarily suspend your access to the Lawbrokr Platform until we can charge a valid Payment Method.

12.6 Sections 5 and 13 to 19 of these Terms shall survive any termination or expiration of this Agreement.

### **13. Disclaimers**

**If you choose to use the Lawbrokr Platform, Lawbrokr Services, or Collective Content, you do so voluntarily and at your sole risk. The Lawbrokr Platform, Lawbrokr Services, and Collective Content are provided “as is”, without warranty or conditions of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement.**

**You agree that you have had whatever opportunity you deem necessary to investigate the Lawbrokr Platform, Lawbrokr Services, laws, rules, or regulations that may be applicable to the Lawbrokr Platform, Lawyers and/or Legal Services you are receiving and that you are not relying upon any statement of law or fact made by Lawbrokr relating to Lawbrokr Services or Legal Services.**

**If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct, validity of any license or insurance, or ability to provide any Legal Services by a Member or guarantee that a Member will not engage in misconduct in the future.**

**You acknowledge and agree that some Lawbrokr Services or Legal Services may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily and you freely and willfully assume those risks by choosing to participate in those services. You assume full responsibility for the choices you make before, during and after your participation in any Lawbrokr Services or Legal Services, including but not limited to any Opportunity created between Customers and Lawyers. If you are creating an Opportunity on behalf of a third-party that will participate in any Lawbrokr Services or Legal Services, you are solely responsible for that third-party throughout the duration of any Lawbrokr Services or Legal Services and to the maximum extent permitted by law, you agree to release and hold harmless Lawbrokr from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that third-party during the Lawbrokr Services or in any way related to Legal Services provided through Lawbrokr Services.**

**The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.**

#### **14. Liability**

**THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

**You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Lawbrokr Platform and Collective Content, accepting or engaging in any Opportunity via the Lawbrokr Platform, use of any Lawbrokr Services, including Storefront™ or a Page, participation in any Legal Services, or any other interaction you have with other Members whether in person or online remains with you. Neither Lawbrokr nor any other party involved in creating, producing, or delivering the Lawbrokr Platform, Lawbrokr Services, or Collective Content will be liable for any negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to lost profits, lost revenues, breach of**

contract, breach of privacy, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress, or otherwise arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Lawbrokr Platform, Lawbrokr Services, or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Lawbrokr Platform, or (iv) from your Opportunity, including the provision or use of any Legal Services by you, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Lawbrokr has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Lawyers pursuant to these Terms, in no event will Lawbrokr's aggregate liability arising out of or in connection with these Terms and your use of the Lawbrokr Platform or Lawbrokr Services including, but not limited to, from your participation in any Opportunity via the Lawbrokr Platform, or from the use of or inability to use the Lawbrokr Platform, Lawbrokr Services, or Collective Content and in connection with any Legal Services or interactions with any other Members, exceed the amounts you have paid to Lawbrokr in the twelve (12) month period prior to the event giving rise to the liability or one hundred Canadian dollars (CAD\$100), if no such payments have been made, as applicable. The limitation of damages set forth above are fundamental elements of the basis of the bargain between Lawbrokr and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. This does not affect Lawbrokr's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## **15. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Lawbrokr's option), indemnify, and hold Lawbrokr and its affiliates and subsidiaries, including but not limited to, Lawbrokr's officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies, (ii) your improper use of the Lawbrokr Platform or any Lawbrokr Services, (iii) your interaction with any Member and use of any Legal Services thereof, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, use or participation or (iv) your breach of any laws, regulations or third party rights.

## **16. Dispute Resolution and Arbitration Agreement**

**16.1 Overview of Dispute Resolution Process.** Lawbrokr is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals that bring any claim against Lawbrokr: (1) an informal negotiation directly with Lawbrokr, and (2) a binding arbitration administered by The ADR Institute of Canada, Inc. ("**ADRIC**") using its Arbitration Rules (as modified by this Section 19).



**16.2 Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, you and Lawbrokr each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Lawbrokr by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed in accordance with the Arbitration Rules (available at [www.adric.ca/rules-codes/](http://www.adric.ca/rules-codes/)).

**16.3 Agreement to Arbitrate.** You and Lawbrokr mutually agree that any dispute, claim or controversy arising out of or relating to these Terms, the Payment Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Lawbrokr Platform, the Lawbrokr Services, any Legal Services provided or received by you, or the Collective Content (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Lawbrokr agree that the arbitrator will decide that issue. You may elect to have all Disputes adjudicated in the courts of the Province of Ontario, as set forth in **Section 21** if you provide us with written notice of your intention do opt-out of the Arbitration Agreement within 30 days of your initial acceptance of the Terms. The court proceeding will be limited solely to your individual Dispute or controversy.

**17.4 Exceptions to Arbitration Agreement.** You and Lawbrokr each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

**16.5 Modification to ADRIC Arbitration Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Lawbrokr agrees that any required arbitration hearing may be conducted, at your option, (a) in Toronto, Ontario; (b) in any other location to which you and Lawbrokr both agree; (c) via phone or video conference; or (d) for any claim or counterclaim under \$25,000, by using the Simplified Arbitration Rules of the ADR Institute of Canada, Inc.

**16.6 Modification of ADRIC Arbitration Rules - Legal Fees and Costs.** You and Lawbrokr agree that Lawbrokr will be responsible for payment of the balance of any initial filing fee under the ADRIC Arbitration Rules in excess of \$200 for claims of \$50,000 or less. You may be entitled to seek an award of legal fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the Arbitration Rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Lawbrokr agrees it will not seek, and hereby waives all rights it may have under applicable law or the Arbitration Rules, to recover legal fees and expenses if it prevails in arbitration.

**16.7 Arbitrator’s Decision.** The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

**16.8 No Class Actions or Representative Proceedings.** You and Lawbrokr acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, or any other representative proceeding as to all Disputes. Further, unless you and Lawbrokr both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.8 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "representative proceeding" waiver in this Section 19.8 is held unenforceable with respect to any Dispute, that waiver may be severed from this Arbitration Agreement and you and Lawbrokr agree that any representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

**16.9 Severability.** Except as provided in Section 19.8, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**16.10 Changes.** Notwithstanding the provisions of Section 3 ("**Modification of these Terms**"), if Lawbrokr changes this Section 19 ("**Dispute Resolution and Arbitration Agreement**") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Lawbrokr (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Lawbrokr.

**16.11 Survival.** Except as provided in Section 19.9 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Lawbrokr Platform or terminate your Lawbrokr Account.

## **17. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Lawbrokr Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "[Contact](#)" section of the Lawbrokr Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **18. Applicable Law and Jurisdiction**

**18.1** The Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law principles, and these laws apply to Lawbrokr Platform, notwithstanding your domicile, residency or physical location. You hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent

to hear appeals therefrom, unless we both agree to some other location. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The Lawbrokr Platform and Lawbrokr Services are intended for use only in jurisdictions where it may lawfully be offered for use.

## **19. General Provisions**

19.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Lawbrokr and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Lawbrokr and you in relation to the access to and use of the Lawbrokr Platform.

19.2 No joint venture, partnership, employment, or agency relationship exists between you and Lawbrokr as a result of this Agreement or your use of the Lawbrokr Platform or Lawbrokr Services.

19.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

19.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

19.5 Lawbrokr's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

19.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Lawbrokr's prior written consent. Lawbrokr may, at its sole discretion, without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder. Your right to terminate this Agreement at any time remains unaffected.

19.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Lawbrokr via email, Lawbrokr Platform notification, or messaging service (including SMS).

19.8 If you have any questions about these Terms please [email us](#).