

# LawDepot® Terms and Conditions

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The following are the terms and conditions (the "Terms") for the use of the LawDepot® web site (the "Site"), LawDepot® Services, and related material.

## 1. **General**

With each visit to the Site you signify your agreement to these Terms.

These Terms were last modified on February 22, 2017.

Sequiter Inc. and its suppliers own the LawDepot® trade name, brand and trademark and websites. Hereafter, LawDepot® means Sequiter Inc.

LawDepot® Material is defined as any intellectual property, legal materials, documents, web pages, software, products, web links, email, information, or any other materials provided by or previously provided by LawDepot® or the Site, including any portion thereof. LawDepot® Services is defined as any LawDepot® service.

If you do not wish to be bound by these Terms, you are not granted authority to use or access the Site or LawDepot® Material.

## 2. **Use of LawDepot® Material and LawDepot® Services**

### **A. Generally**

You agree not to use any LawDepot® Material and LawDepot® Services for any purpose which is against any law in your jurisdiction or for any purpose which would not give full effect to the Terms even if that purpose is otherwise allowed under the Terms.

Final Document is defined as the finished legal document for legal document products or other document created through the use of a LawDepot® product. You are granted a License when you enter into a free trial, have a subscription or pay for access to a product.

Any paid or Free Trial License granted is subject to the Terms and entitles you to:

- i. use Final Documents of the products as specified by the Terms only.
- ii. make five electronic copies of each Final Document for your personal use.
- iii. make necessary mechanical copies (e.g. printed or photocopied) of the Final Documents for your personal records and as required for completion of the specific transactions for which the Final Documents are intended.

You may end a License in the manner specified on the order page, your account area or the help documentation. LawDepot® retains the right to cancel any sale or Site access at any time, in which case you will only be charged for the time the sale or Site access was in effect.

You will be charged in the currency of the country of the document selected.

If you are not a party in transactions in which a Final Document is used or if you obtained the Final Document under a free trial, you are not allowed to enter into new transactions using the Final Document starting one month after the expiry of the corresponding product access time period.

To access products, you must provide credit card details to LawDepot® as required by the Site. LawDepot® will charge credit cards in accordance with displayed pricing in return for access to products and lawful services and if free trials are not canceled before the specified time period.

Subject to these Terms, if you are evaluating the Site strictly as a potential customer or to participate in our affiliate program, you are granted a license to evaluate the Site for that purpose only.

### **B. Peace of Mind Review**

A Peace of Mind Review is where our staff reviews your answers to ensure that they are complete and consistent with each other as well as check your spelling and grammar. The details for requesting your review are provided in a message through our Email Us page after you first purchase your review.

### **3. Legal Advice, Information and Decision Making Responsibility**

LawDepot® is not a law firm and does not provide Legal Advice (as defined below). Your use of LawDepot® Material or any LawDepot® Services does not create a solicitor-client relationship between you and LawDepot®.

You agree that all decisions you make on legal matters are your full responsibility and you agree to retain legal counsel licensed to practice in your jurisdiction regarding any legal issue of enough importance to reasonably require it.

You agree that LawDepot® does not provide Legal Advice. If you receive any communication from LawDepot®, its agents, its employees or any other associated entity, which is Legal Advice, you agree that it is **NOT** a communication authorized by LawDepot® and you agree to immediately delete and disregard it.

Except as expressly provided in these Terms, you agree to accept full responsibility for determining the value of and for any use you make of LawDepot® Material, and for obtaining any needed assistance from a properly licensed attorney to assess the value of and appropriate uses for any LawDepot® Material.

For the purposes of these Terms, Legal Advice is defined to include the following:

- any legal related communication, work or service which, under the governing law of your jurisdiction, is only allowed to be performed by or under the supervision of a properly licensed attorney;
- advice on which legal document or documents you need or are best for your situation;

- determining the legal consequences that will or could result from how you have created your legal document;
- whether you have included inappropriate, conflicting, or ambiguous information in your legal documents;
- whether you have omitted any necessary provisions or details from your legal documents; and
- whether you require any additional legal documents or legal procedures.

#### 4. **Programs**

LawDepot® retains the right to make changes to its Affiliate Program or other programs as it sees fit.

Detailed Affiliate Program Terms and Conditions can be found at [Affiliate Program Terms and Conditions](#).

#### 5. **Restrictions**

To the maximum extent allowable under applicable law, except as explicitly identified in these terms, you agree not to publish, re-publish, lend, license, give away, look at the software source code, modify the software source code, post to an Internet web site, or use in an automated system any LawDepot® Material nor will you utilize LawDepot® Material in any way for the creation of an automated system or website, nor will you allow or assist a third party to do so.

You agree to only use LawDepot® Material and the Site as a customer.

Licenses granted are subject to these Terms, and are non-exclusive, non-transferable, and revocable.

The EULA document may be distributed on the internet without time limit by licensed LawDepot® customers as part of a materially non-legal package adding significant value.

The rights granted under these Terms are granted to you only.

If you are an organization, a purchase allows one individual within your organization to exercise the rights granted by these Terms. If multiple individuals within your organization require access, there must be a purchase for each individual. The appointed individual may not be changed.

LawDepot® retains the right to prohibit organizations, groups, or individuals, or yourself from using its websites or LawDepot® Material or LawDepot® Services at its discretion.

#### 6. **Assignment**

This agreement cannot be assigned.

#### 7. **Intellectual Property**

All copyright, trade marks (including its distinguishing guise and/or trade dress), and other intellectual property rights (registered and unregistered) of LawDepot® Material belong to LawDepot® and its suppliers. LawDepot® reserves all of its rights in the LawDepot® Material. Nothing in the Terms

grants you a right or licence to use any intellectual property rights owned or controlled by LawDepot® or any other third party except as expressly provided in these Terms.

In addition, LawDepot® Material, contains information and intellectual property that is selected and organized by LawDepot® and represents significant work made by LawDepot®. Nothing in the Terms should be construed as granting any license or right to use any LawDepot® Material or intellectual property displayed or used in any LawDepot® Material except as expressly provided in the Terms.

You agree to the following:

- . the LawDepot® Material is the property of LawDepot® and its suppliers;
- a. you will not use the LawDepot® Material for any purpose other than is expressly permitted in these Terms;
- b. you will not distribute in any medium any LawDepot® Material without LawDepot® prior written authorization or as expressly provided these Terms.
- c. any distribution or past distribution of any LawDepot® Material that violates these Terms is subject to liquidated damages in an amount equal to that which would be payable by a copyright infringer for knowingly copying a work, and based on each page of any website which uses LawDepot® Material being a separate work under the Copyright Act and each access of a page of a website by a customer being a separate publication of a work.
- d. LawDepot® shall have the right to represent its suppliers in any dispute.

#### **8. LIMITED WARRANTIES**

Except as expressly provided in these Terms, to the maximum extent permitted under applicable law, LawDepot® Material and LawDepot® Services are provided "as is" without any kind of warranty.

You accept full responsibility for determining whether LawDepot® Material and LawDepot® Services are suitable for any particular purpose and for protecting yourself against any possible consequential damages.

Except as expressly provided in these Terms, we are not responsible for any loss, injury, claim, liability, damage, or consequential damage related to your use of LawDepot® Material and LawDepot® Services, or for inaccessibility of LawDepot® Material and LawDepot® Services whether from errors or omissions in the content of LawDepot® Material and LawDepot® Services or any other linked sites or for any other reason. Use of LawDepot® Material and LawDepot® Services is at your own risk.

LawDepot® does not represent or warrant that LawDepot® Material, the Site or any linked sites are free of any harmful materials.

#### **9. Maximum Liability**

Except as expressly provided in these Terms, the maximum liability of

LawDepot® is the amount paid to LawDepot® by the customer. The maximum liability of LawDepot® for any LawDepot® Services is the portion of the amount paid to LawDepot® by the customer specifically for the LawDepot® Services as calculated by LawDepot®.

#### **10. Guarantees and Refunds**

All guarantees are subject to any limitations specified in any LawDepot® Material. Guarantees are only available to customers who paid on the product before the guarantee is claimed and are not available on free promotions. For a guarantee to apply to a product, it must be explicitly promoted in LawDepot® Material for that product at the time of payment. A customer is only entitled to one Guarantee claim relating to one Guarantee category of one product. Should a customer accept a Guarantee related payment from LawDepot®, they waive their right to any additional claims against LawDepot® regarding any Guarantee unless otherwise agreed to in writing. LawDepot® has no obligation to refund one time purchases.

The following additional restrictions apply to the Guarantees payments for mistakes:

- . The mistake must be in the wording of the legal document and not in other text;
- a. The customer was the first person to mention that mistake for that Guarantee category;
- b. Guarantees only apply to LawDepot® mistakes, not to customer mistakes; and
- c. We are only required to pay a customer once for a mistake no matter how many mistakes they may bring to our attention.

#### **A. Free Trial Refund Policy**

The terms and conditions of the offer will govern any free trials. LawDepot® has no obligation to refund for free trials properly converted to paid product access.

#### **B. Annual Subscriptions and Renewals**

LawDepot® has no obligation to refund renewals unless you notify us before your renewal date that you want to cancel. Annual subscriptions are subject to a refund within 30 days of initial purchase.

#### **C. \$10,000 Legal Guarantee**

Subject to any limitations specified in any LawDepot® Material, we will cover any damage a customer suffers in a legal judgment, as a result of a clear LawDepot® mistake, to a maximum of \$10,000 in the currency of the product.

#### **D. Other Guarantees and Refunds**

Our maximum liability for any Quality Guarantees specified on the Site is \$100 in the currency of the product. Other guarantees and refund commitments specified in LawDepot® Material are subject to a maximum of the amount paid by the customer and are subject to a claim being submitted within 30 days of purchase.

**11. Client Privacy**

LawDepot® agrees to adhere to its Privacy Policy which can be found at <https://www.lawdepot.com/privacy.php>.

**12. Terms and Headings**

All of the Terms are valid regardless of the heading. To the maximum extent possible under law, the Terms take precedence over any conflicting LawDepot® Material should it be judicially found that the conflicting LawDepot® Material is legally relevant to this Agreement under law.

**13. Indemnification**

You agree to indemnify and hold LawDepot®, its directors, officers and employees, harmless from any actions, claims, losses, damages, liabilities and expenses including legal fees, asserted by any third party due to or arising out of your use of the Site or LawDepot® Material or LawDepot® Services.

**14. Governing Law**

The Terms are governed by the laws of the Province of Alberta, Canada. You irrevocably attorn to the exclusive jurisdiction of the courts of Edmonton, Alberta, Canada.

**15. Binding Arbitration**

Subject to exceptions specified herein, if you and LawDepot® are unable to resolve any dispute by informal negotiations, then any resolution of this dispute will be conducted exclusively by binding arbitration.

A request for appointment of an arbitrator must be made in writing. Upon receipt of the written request, LawDepot® will have 90 days to choose and appoint an independent and impartial arbitrator. The arbitration will be held in the City of Edmonton, Alberta, Canada.

The cost of the binding arbitration proceedings and any proceeding in court to confirm or to vacate any arbitration award, including, without limitation, reasonable attorneys' fees and costs, will be borne by the unsuccessful party and will be determined and awarded by the arbitrator.

Exceptions to the use of binding arbitration are as follows: LawDepot® may bring forth a lawsuit, without using binding arbitration, should the lawsuit involve intellectual property infringement or injunctive relief. Also, either party may use small claims court.

**16. Class Action Waiver**

You will not seek to have the dispute heard as a class action, private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. Arbitration or any other proceeding to resolve any dispute, in any forum, will be conducted solely on an individual basis and not combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

**17. Modification of the Terms**

Except that you must be informed in a reasonable manner regarding any pricing increase, LawDepot® may, in its sole discretion, change these Terms

at any time. Other terms and conditions are only valid when signed in writing by an authorized LawDepot® officer.

**18. Severability**

If any term, covenant, condition or provision of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision is to be excluded to the extent of such invalidity or unenforceability and all other provisions will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

**19. Waivers**

No failure or delay, on the part of LawDepot®, in exercising any right or power under these Terms will operate as a waiver of such right or power.

**20. Whole Agreement**

Except as explicitly set forth in this agreement, these Terms, the pricing displayed on the Site, the Site's Disclaimer, and, if you are an affiliate, the Affiliate Program Terms and Conditions, constitute the whole agreement between you and Sequiter Inc. notwithstanding any:

- . LawDepot® Material other than this Agreement,
  - a. communication between you and LawDepot®, including telephone, email and online chat assistance, or
  - b. announcements, newsletters or promotional materials from LawDepot®.