My Friendly Lawyer Terms of Use

My Friendly Lawyer provides a personalized subscription service that allows our members to access legal advice from our network of lawyers and paralegals. ("My Friendly Lawyer service") delivered over the telephone.

These Terms of Use govern your use of our service. As used in these Terms of Use, "My Friendly Lawyer service", "our service" or "the service" means the personalized service provided by My Friendly Lawyer for providing legal advice including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

1. Membership

- 1.1. Your My Friendly Lawyer membership will continue until terminated. To use the My Friendly Lawyer service you must have telephone access and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).
- 1.2. We may offer a number of membership plans, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your My Friendly Lawyer membership by visiting our website and requesting the information.

2. Free Trials

- 2.1. Your My Friendly Lawyer membership may start with a free trial. The duration of the free trial period of your membership will be specified during sign-up and is intended to allow new members and certain former members to try the service.
- 2.2. Free trial eligibility is determined by My Friendly Lawyer at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households and businesses with an existing or recent My Friendly Lawyer membership are not eligible. We may use information such as Subscription ID, method of payment, phone number or an account email address used with an existing or recent My Friendly Lawyer membership to determine eligibility. For combinations with other offers, restrictions may apply.
- 2.3. We will charge the membership fee for the next billing cycle to your Payment Method at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the membership price and end date of your free trial period, visit our website.

3. Billing and Cancellation

3.1. <u>Billing Cycle.</u> The membership fee for the My Friendly Lawyer service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your invoice. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not

contained in a given month. Check your invoice to see your payment date or reach out to us for a copy of your invoice. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it for up to approximately one year of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

- 3.2. Payment Methods. To use the My Friendly Lawyer service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.
- 3.3. <u>Updating your Payment Methods</u>. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).
- 3.4. <u>Cancellation.</u> You can cancel your My Friendly Lawyer membership at any time, and you will continue to have access to the My Friendly Lawyer service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unused My Friendly Lawyer service. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, refer to your invoice. If you signed up

for My Friendly Lawyer using your account with a third party as a Payment Method and wish to cancel your My Friendly Lawyer membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the My Friendly Lawyer service through that third party. You may also find billing information about your My Friendly Lawyer membership by visiting your account with the applicable third party.

3.5. <u>Changes to the Price and Subscription Plans.</u> We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 28 days following notice to you.

4. My Friendly Lawyer Service

- 4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the My Friendly Lawyer service. Minors may only use the service under the supervision of an adult.
- 4.2. The My Friendly Lawyer service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your My Friendly Lawyer membership we grant you a limited, non-exclusive, non-transferable right to access the My Friendly Lawyer service. Except for the foregoing, no right, title or interest shall be transferred to you.
- 4.3. You may use the My Friendly Lawyer service from any geographic location that allows you to use a telephone and access the hotline.
- 4.4. The My Friendly Lawyer service, is regularly updated. In addition, we

continually test various aspects of our service, including our website, user interfaces, promotional features and availability of My Friendly Lawyer service.

- 4.5. You agree to use the My Friendly Lawyer service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the service protections in the My Friendly Lawyer service; use any robot, spider, scraper or other automated means to access the My Friendly Lawyer service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the My Friendly Lawyer service; insert any code or product or manipulate the content of the My Friendly Lawyer service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the My Friendly Lawyer service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.
- **5. Passwords and Account Access.** The member who created the My Friendly Lawyer account and whose Payment Method is charged (the "Account Owner") has access and control over the My Friendly Lawyer account and is responsible for any activity that occurs through the My Friendly Lawyer account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on reviewing history for the account), the Account Owner should maintain control over the My Friendly Lawyer account details that are used to access the service and not reveal the subscriber number and other password(s) or personal information like details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy

- of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, My Friendly Lawyer or our partners from identity theft or other fraudulent activity.
- 5. **Warranties and Limitations on Liability.** The My Friendly Lawyer service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of your country of residence.
- 6. Class Action Waiver. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND MY FRIENDLY LAWYER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and My Friendly Lawyer agree otherwise, the court may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

7. Miscellaneous

- 8.1. <u>Governing Law.</u> These Terms of Use shall be governed by and construed in accordance with the laws of the Canada.
- 8.2. <u>Unsolicited Materials.</u> My Friendly Lawyer does not accept unsolicited materials or ideas for My Friendly Lawyer service and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to My Friendly Lawyer.
- 8.3. <u>Customer Support.</u> To find more information about our service and its features or if you need assistance with your account, please visit the My Friendly Lawyer website. In certain instances, Customer Service may best be able to assist you. In the

event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

- 8.4. <u>Survival.</u> If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 8.5. <u>Changes to Terms of Use and Assignment.</u> My Friendly Lawyer may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.
- 8.6. <u>Electronic Communications</u>. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.