

ALC Technologies Inc.
Terms of Use
Last Updated: October 23, 2019

These terms of use (the “**Terms**”) is a contract between you and ALC Technologies Inc. (“**ALC**”, “**we**”, “**us**” and terms of similar meaning) governing your use of the A Law Carte website (www.alawcarte.ca) (“**Site**”) and all services related thereto (collectively, the “**Services**”).

If you are using the Services on behalf of an organization, you are agreeing to the Terms for that organization and representing and warranting that you have the authority to bind that organization to the Terms. In such case references herein to, “you”, “your” and “user” will also refer to that organization and yourself individually. For greater certainty, both you as an individual and your organization are legally bound by the Terms which form an agreement between you and ALC.

By accessing or using the Services, including our Learn Centre, you will be deemed to accept the Terms and be bound by the agreement. If you do not agree with the Terms, you cannot access or use our Services.

1. A Law Carte

A Law Carte is a web platform that enables startups and small businesses to learn about and purchase legal products and services.

Our Learn Centre is a knowledge base that is regularly updated with information about the legal services that startups and small businesses require. Any information provided through our Learn Centre does not constitute legal advice and is for informational purposes only.

2. Legal Services and Eligibility to Use

The legal services offered through the Site and Services are provided by Oziel Law Professional Corporation (“**Oziel Law**”) through its team of licensed legal professionals.

You do not need to register for an account to purchase legal services. However, each new user will be required to provide personal and/or business information and agree to the **Terms of Engagement**. Where prompted, you agree to provide accurate, current and complete information. You may not impersonate any other person while using the Services.

You or the business you act on behalf of will only be considered a client of Oziel Law if (a) you received confirmation of ALC and Oziel Law’s acceptance of the engagement; and (b) you have fully paid the applicable fees.

As such, completing an online form and paying for the legal service does not form a client relationship with Oziel Law. To comply with applicable Law Society rules and by-laws, we are required to (a) identify and/or verify you or the business you act on behalf of; and (b) confirm that there are no conflicts of interest.

We will confirm our engagement with you or the business you act on behalf of by e-mail. If we are unable to perform the legal service for you, we will let you know by e-mail and arrange for a return of any fees paid.

Our Service is not available to children under the age of eighteen (18).

3. Privacy Policy and Other Agreements

To provide the Services, we will be required to collect some of your personal and/or business information. All personal and/or business information collected, used or disclosed while using the Service is governed by our Privacy Policy located at www.alawcarte.ca (“**Privacy Policy**”, which is incorporated by reference and hereinafter included in the definition of “**Terms**”). By using the Service, you agree to our use, collection and disclosure of personally and business identifiable information in accordance with the Privacy Policy.

In addition, by using the Service, you agree to be bound by any additional policies, guidelines, rules, obligations and/or agreements communicated through the Service (even if they are not identified in the Terms), which are incorporated by reference herein and included in the definition of “Terms”.

4. Fees, Payments and Refunds

Fees and Payments

All applicable fees (including legal fees, government fees and disbursements) (“**Fees**”) are clearly indicated for each legal service advertised. Fees are determined by ALC in its sole discretion and may change from time to time. Any legal service purchased at a specific fee will be honoured notwithstanding a fee increase.

If additional services (including further revisions to delivered products) are required, additional fees may apply.

You are responsible for all taxes applicable to the Fees. All Fees and other amounts charged to you, as permitted in accordance with the Terms, shall be charged to your credit card. You acknowledge and agree that we use third-party payment processors for all credit card and related billing and payment charges, and your personal and credit card information is provided to them when you provide it to us. Please contact us at support@alawcarte.ca if you have any questions about our third-party payment processor(s).

Cancellations and Refunds

If you purchased a legal service but wish to cancel the service and request a refund, you may do so prior to receiving confirmation of our acceptance of the engagement by e-mailing support@alawcarte.ca.

If you purchased a legal service but we are unable to provide the service, we will notify you by e-mail and arrange for a refund.

5. Ownership, Copyright and Trademarks

In these Terms, the content on the Services, including all information, our proprietary questionnaires (including downloadable PDFs), our knowledge base content, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called “**Content**”.

Content provided by you is called “**User Content**”. User Content is the property of its respective owners (e.g. you or the business you act on behalf of). User Content on the Services may include your logos submitted for a trademark application, your corporate information and other data uploaded by you through the Services. Our only right to use that User Content is the limited licenses granted to it in these Terms. Those licenses are described in Section 7.

Other than User Content, the Services, the Content and any other software used to create and operate the Services is the property of ALC or its licensors, and is protected by Canadian and international copyright laws, and all rights to Services, such content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Services, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any User Content you post or store on the Services.

6. License to Use the Services, License Restrictions and Restricted Activities

ALC grants to you a revocable, non-exclusive, non-sublicensable license to use and access the Services and to view the Content available to you through the Services (“**License**”).

Other than as expressly permitted in these Terms, the Services, the Content and the License are subject to the following restrictions and terms:

- (a) The Services and Content are for your use only. You may not resell, lease or provide them in any other way to anyone else, except as permitted through the Services.
- (b) You may not make or distribute copies of the Services or the Content.
- (c) You may not alter, merge or translate the Services, or decompile, reverse engineer, disassemble, or otherwise reduce the Services to a human-perceivable form.
- (d) You may not modify or create derivative works based on the Services or the Content.
- (e) You may not use the Services or Content for any application deployment or ultimate production purpose.
- (f) You may not use the Services or Content to develop any application having the same or similar primary function as the Services.
- (g) You may not remove or modify any copyright, trademark or other proprietary notices that have been placed on the Services or the Content.
- (h) You may not otherwise use the Services or the Content other than for its intended purpose.
- (i) Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the License granted in this Section and these Terms. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws.
- (j) Your use of the Services and the Content must not infringe or violate the rights of any other party, breach any contract or legal duty to any other parties or violate any applicable law.
- (k) You may not (i) index, scrape “data mine”, survey or in any way reproduce or circumvent the navigational structure or presentation of the Services; (ii) link directly or indirectly to any other websites, applications or services.

7. Your Limited License of Your User Content to ALC

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate and provide the Services, now and in the future. For example, if you upload your logo for a trademark application, we need your license to use and display that User Content on the Services and elsewhere, and we need the right to sublicense that User Content to our others (e.g. Oziel Law or the Trademarks Office) so that they can view that User Content.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant ALC and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate and create derivative works from such User Content, in the manner in and for the purposes which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content, or otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of such User Content does not violate these Terms.

If your User Content is intended for the use of others, you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such users for their use in connection with their use of the Services, as described in this Section.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

8. Security

To ensure reliability and to protect your User Content, we use security technologies that we believe will provide you with a secure and safe environment. However, no system is perfectly secure or reliable. The internet is an inherently insecure medium, and the reliability of hosting services, internet intermediaries, your internet service provider, and

other service providers cannot be assured. When you use the Services, you accept these risks and the responsibility for choosing to use a technology that cannot guarantee complete security and reliability.

9. Third-Party and Open Source Software

The Site and/or Services may contain and/or may connect to third-party software and/or open source software, which may be subject to third-party licenses and require notices and/or additional terms and conditions (“**Third-Party Licenses**”). These Third-Party Licenses are made a part of and incorporated into these Terms. By accepting these Terms, you are also accepting the Third-Party Licenses, if any. Third-Party Licenses may be viewed through the Site and/or Services or by contacting us at the e-mail address listed below.

10. Warranty Disclaimer

The Services are provided to you on an “as is” basis without warranties from ALC of any kind, either express or implied. ALC expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

11. Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against ALC, its affiliates or subsidiaries, their contractors, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the “**Released Parties**”) arising out of or in any way relating to your use of the Services, including, without limitation, any claims or allegations relating to the alleged infringement of proprietary rights, alleged inaccuracy, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the Services. You use the Services at your own risk.

You shall defend, indemnify and hold harmless ALC and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Services and from (a) the use of the Services; (b) ALC’s use of your User Content; or (c) your violation of the rights of any third party.

12. Applicable Law

Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against ALC related to any claim and, where applicable, you also agree to opt out of any class proceedings against ALC. If you have a claim, you should give written notice to arbitrate at an address located within Toronto, Ontario. If we have a claim, we will give you a notice to arbitrate. Arbitration will be conducted by one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the Province of Ontario.

To the extent arbitration as described in the immediately preceding paragraph is prohibited by applicable law, you agree that all claims will be heard and resolved in a court of competent subject matter jurisdiction located in Toronto, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

13. Termination/Modification of Terms

Over time we may add new Content, features and functionality to the Services. We may, at any time, revise the Terms by updating this page. We may notify you of any significant changes to the Terms by sending a notice to the email address provided in your User Content, or by placing a notice on the Site. If we update the terms, you are free to decide whether you would like to continue using the Services or Site. If you continue to use the Services or Site, you will be deemed to consent to the new Terms and be bound to the new agreement.

You may withdraw your consent to these Terms and end your use of the Services and Site at any time. When you withdraw your consent to these Terms, you must cease using the Services and Site immediately. Any User Content uploaded to the Services may remain on the Services. The license you grant to us for the User Content survives the termination of this Agreement. In addition, we may retain an archival copy of your User Content after termination,

and you therefore hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes and compliance with legal requirements.

14. Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. ALC may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of ALC, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and ALC regarding your use of the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and ALC regarding your use of the Services. You and ALC explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

15. Questions and Comments

If you have any questions regarding these Terms or your use of the Services, please contact us here:

ALC Technologies Inc.

support@alawcarte.ca