

JUSTLAW

Protection Plan Terms

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Introduction

- This is a contract (Contract) between us, JUSTLAW INC. (JUSTLAW) and you, (the Member), for services described below. You should read this Contract in conjunction with our standard [Terms of Use](#), that govern your use of the JUSTLAW website (www.just.law, the Site). Together with these Terms of Use, these documents constitute a binding contract (referred to below as the Contract) and agreement between you and JUSTLAW.
- **Effective Date of this Contract:** the date on which you enroll and agree to the terms of this Contract.
- If you enroll in a JUSTLAW membership, that means you accept this Contract. Be sure to read it carefully.

PLEASE NOTE - If you are using a free trial, you will be automatically enrolled into a full membership with JUSTLAW at the conclusion of the free trial period. You must opt out during the set trial period to not be subject to an automatic transformation to a full time membership. To cancel a free trial, simply follow the steps indicated in [Section 8\(b\)\(ii\)](#).

JUSTLAW membership is not a substitute for accounting, tax, business, financial, stock, or other professional advice.

Definition

- The words "User," "you", "Member" and "your" refer to the individual or entity that joins JUSTLAW as the Protected. "JUSTLAW," "we," "us" and "our" refer to JUSTLAW.

- "Contract" refers to the JUSTLAW membership that a JUSTLAW client agrees to with JUSTLAW.

1. JUSTLAW Membership.

We reserve the right to accept or reject any new applicant. You may not transfer or assign your JUSTLAW membership to any other person or entity.

2. Benefits of Membership.

a. The JUSTLAW membership provides the benefits detailed on the website for your membership plan, on the date you subscribe. (taken together, we call these the "Plan Benefits"):

Miscellaneous Terms applicable to all Plan Benefits

- A. **You are always free to retain attorneys and advisors outside of and not affiliated with JUSTLAW. JUSTLAW, however, does not pay any portion of such outsiders' fees.**
- B. JUSTLAW does not provide legal services or engage in the practice of law. Attorneys made available through JUSTLAW memberships are third-party independent contractors who agree to provide legal services directly to you, not through JUSTLAW, via a separate retention agreement between you and the attorney. Their contact information is provided as advertising.
- C. Any applicable Firm or JUSTLAW network attorney retains the sole discretion to refuse to pursue any court action, litigation, demand, or other course of action if such Firm or attorney determines that it would be frivolous or in bad faith to do otherwise.
- D. JUSTLAW makes no guarantees as to the substance of the attorney's advice.
- E. If you are unhappy with your attorney or Firm, you may contact customer service to arrange to consult a new Firm.

3. Exclusions; Conflicts.

a. The following items and matters are specifically excluded from the JUSTLAW membership, and are not to be considered or treated as Plan Benefits:

(i) Any action that directly or indirectly involves JUSTLAW, or any of its affiliates, directors, agents, or employees;

(ii) Any action that directly or indirectly involves any Firm providing legal services under the JUSTLAW memberships; *provided, however*, that a Firm may, at its sole discretion and risk, represent a Plan Member in a matter in which another affiliated Firm is representing another party as legal counsel;

(iv) Any adversarial action by a Plan Member that directly or indirectly involves any other Plan Member or an action by a Member against such Member's employee;

(v) Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; *provided, however*, that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;

(vi) Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; *provided, however*, that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;

(vii) Any matter involving the laws of jurisdictions outside of the 50 states of the United States or its subdivisions;

(viii) Any appeal to an appellate court (i.e., not a trial court); *provided, however*, that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;

(ix) Any matter that, in the Firm's opinion, is frivolous or bad-faith in nature;

(x) Any required or recommended government filing or recording fees or expenses, or third party costs and expenses; or

(xi) Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuit, or that the Firm decides has been raised an inordinate or unreasonable number of times without a change in circumstances.

4. Not Insurance.

The JUSTLAW memberships offered through JUSTLAW are not contracts of insurance or insurance plans, and are not regulated as such. JUSTLAW is not an insurance company and does not guarantee legal representation in every situation. JUSTLAW makes no payments to Firms in Florida, Georgia, and Massachusetts.

5. Indemnification

You agree to defend and indemnify (protect us from harm and loss) JUSTLAW, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, sales associates, proprietors, partners, shareholders, principals, agents, predecessors, successors and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney's fees and litigation expenses) relating to or arising from your use of the Site, any breach by you of this Contract, your negligent or intentional acts, errors or omissions in regard to the subject matter of this Contract, or your failure to comply with applicable laws in your use of the Site.

6. Payment.

a. JUSTLAW Membership Fees.

EVEN IF YOU DO NOT USE THE JUSTLAW MEMBERSHIP BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY PLAN MEMBERSHIP FEES UNTIL YOU

CANCEL YOUR MEMBERSHIP OR IT IS OTHERWISE TERMINATED. For more information regarding canceling your JUSTLAW membership subscription, see section 8 below.

b. Billing.

To allow payment for the initial term of a JUSTLAW membership, valid credit card information is due at the time of purchase. At the time of purchase, recurring payments will be set up with your credit card for payment of the membership Fees on the same day of each calendar month (the Billing Date).

Once you purchase a JUSTLAW subscription from JUSTLAW, the plan will automatically renew for successive one year periods, unless you notify us in writing, at least thirty (30) days prior to expiration of the plan of your intention to cancel the membership.

You agree to pay JUSTLAW the fees associated with your JUSTLAW membership subscription. Additional discounts may be available for the Member purchasing multiple months up front, as part of certain promotions which may include additional terms and conditions presented with the offer, or where limited by law. A schedule of fees for the JUSTLAW membership subscriptions is set forth below:

c. Notice of Automatic Renewal.

If applicable, we will send a reminder email to the email address of record for your account approximately one week before your Billing Date. You acknowledge and agree that this notice is provided as a courtesy only, and we are not obligated or required to provide such notice. You acknowledge and agree that (i) your failure to read, (ii) inability to receive, or (iii) the failure of JUSTLAW to send the email does not create any liability on the part of JUSTLAW or any third-party service provider.

d. Promotional Trial Memberships.

We sometimes offer certain customers various trial or other promotional memberships, which are subject to this Contract except as otherwise stated in the promotional offers. **AT THE COMPLETION OF A TRIAL MEMBERSHIP, UNLESS YOU CHOOSE TO CANCEL BY CALLING 1-888-587-8187, YOUR JUSTLAW membership WILL RENEW AUTOMATICALLY AND YOUR CREDIT CARD WILL BE CHARGED TO BEGIN YOUR INITIAL TERM.**

e. Attorney Fees.

Fees for non-complementary attorney services provided pursuant to a JUSTLAW membership shall be paid directly to the providing Firms. Participating Firms and attorneys are not employees or agents of JUSTLAW, and have no financial obligation to JUSTLAW.

7. Fee Adjustments.

JUSTLAW may increase its fees for any JUSTLAW membership effective the first day of a renewal term by giving you notice (via email or SMS) of the new fees at least thirty (30) days before the beginning of the renewal term. If you do not cancel your membership pursuant to Section 8, that means you are deemed to have accepted the new fee for that renewal term and any subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term). Reductions in fees

become effective on the next renewal term without any pro rata for the period covered under the prior fee schedule.

8. Termination or Cancellation.

a. By JUSTLAW.

(i) If payment is not made on the Billing Date, as described in Section 6(b) above, you will have until the one (1) month anniversary of your Billing Date (in Texas and Massachusetts, this grace period will be thirty-one (31) days) to correct the credit card information on file and post a payment to your account. If after the expiration of this grace period you have not made any payment on your JUSTLAW membership, your non-payment may result in suspension of service and subsequent termination of your JUSTLAW membership.

(ii) Your right to use a JUSTLAW membership is subject to any limits established by JUSTLAW or by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned for any reason, including through a chargeback, JUSTLAW reserves the right, in its sole and absolute discretion, to suspend or terminate your access and account, thereby terminating this Contract and all obligations of JUSTLAW hereunder. If a charge made to your credit card is declined, JUSTLAW may make up to five (5) attempts to bill that card over a thirty (30) day period.

(iii) If you wish to reactivate your account after such termination, there will be no setup or reactivation fees; *provided, however*, accounts terminated for non-payment will be reactivated only on receipt of the full amount past due and a written request to reinstate the account. When an expired account is reactivated, the new term begins on the date of reactivation.

b. By Subscriber.

(i) After you have received this Contract whether in person or electronically, you have ten (10) days in which to examine it. If during this period you decide that you are not satisfied with the Contract, you may return the Contract to us and have any prepaid amounts refunded. If the Contract is returned and you have not sought legal services pursuant hereto within this time period, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

(ii) You will have the right to cancel your JUSTLAW membership by calling our Customer Care Center at 1-888-587-8187. But you may still be liable to us for fees through the end of your original membership period. After such cancellation, your JUSTLAW membership will remain active until the end of the then-applicable period.

c. Services after Termination.

After termination of your JUSTLAW membership, either by you or by JUSTLAW, you will not be able to access the corresponding JUSTLAW membership offerings; *provided, however*, that any access rights to a JUSTLAW membership granted you through a separate channel (e.g., through another JUSTLAW membership) will remain in full force and effect unless and until separately terminated or cancelled.

9. Choice of Law and Dispute Resolution.

a. Choice of Law

(i) The JUSTLAW membership is subject to the laws of the state of New York, United States of America, without regard to choice or conflicts of law principles. Further, you and JUSTLAW agree to the jurisdiction of New York to determine any dispute, claim, or controversy that relates to or arises in connection with the JUSTLAW membership.

b. Arbitration

(i) Dispute Resolution.

The parties agree to arbitrate all disputes and claims pursuant to the [Terms of Use](#) of www.just.law.

(ii) Class Action Waiver

YOU AND JUSTLAW 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 ALLEGED CLASS OR REPRESENTATIVE ACTION.

(iii) Arbitration with the Attorney.

A Plan Member has the right to file a complaint with his or her state's bar association concerning the conduct of an affiliated attorney under the JUSTLAW membership.

10. Warranty Disclaimer

a. Express and Implied Warranties

YOU UNDERSTAND AND AGREE THAT JUSTLAW IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. JUSTLAW MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. Business Membership

a. Non-Business Members

(i) Business Membership applies to any applicable business client. The owners and executives of such client may not utilize the membership for personal representation. It will be up to the applicable JUSTLAW administering attorney to determine in good faith whether a matter is personal or business.

Benefits of the JUSTLAW Business Membership are provided in Section 11(d) below. To sign up, access the link provided in the [Business Membership Brochure](#).

b. Conflict

(i) Section 11, in its entirety, supersedes all other sections of this agreement in the event there is a conflict for any account that has subscribed to the JUSTLAW Business Membership.

c. Benefits of the JUSTLAW Business Membership:

Legal Representation

Benefit	Covered	Restrictions
Attorney letters/calls on Member's behalf, per year	Entitled to the number of total letters or calls per year specified in your plan, for free.	<ul style="list-style-type: none"> Contracts must be related to the Member's business.
Unlimited Consultations using JUSTLAW matching platform	Consultations via Telephone, SMS or, where available, video call consultations with a participating lawyer (the Firm), on a 24/7 basis, pending availability by the Firm, of up to twenty (20) minutes each, limited to one consultation per Member for each new legal matter.	<ul style="list-style-type: none"> A new legal matter means a legal matter or issue completely separate and distinct from an issue or matter on which you have previously consulted with any attorney in the JUSTLAW network. A Firm may, in its sole discretion, provide, at no additional charge, one letter of up to two (2) pages on the Member's behalf related to the consult. Consultations may not be utilized for tax advice.
Dedicated Attorneys	Platinum plan only	<ul style="list-style-type: none"> Litigation, M&A, Patents and Securities (including cryptocurrency) Offerings not included. Additional charge only.

Website & Digital Compliance

Benefit	Covered	Restrictions
Proprietary ADA compliance review	Once annually.	<ul style="list-style-type: none"> Includes review of site and a list of errors, if any. Does not include any web development work or modifications to any site. JUSTLAW will provide a disclaimer to include in your website during the course of any ADA-related remediation.

GDPR compliance review	Once annually.	<ul style="list-style-type: none"> Includes review of site and a list of errors, if any. Does not include any web development work or modifications to any site. JUSTLAW will provide a disclaimer to include in your website during the course of any GDPR-related remediation.
Website Terms & Conditions Review	Once every 18 months.	<ul style="list-style-type: none"> Includes review of site and a list of errors, if any. Does not include any redrafting of terms & conditions.

Contracts

<u>Benefit</u>	<u>Covered</u>	<u>Restrictions</u>
Allotment of contract pages reviewed per month, free of charge	Per the terms of applicable plan	<ul style="list-style-type: none"> Contracts must be related to the Member's business.

Intellectual Property & Tax

<u>Benefit</u>	<u>Covered</u>	<u>Restrictions</u>
Flat-rate trademark filings	If applicable to your plan.	<ul style="list-style-type: none"> Includes filing one trademark in one class. Does not include any litigation or responses to office actions.
Tax review & meetings	If applicable to your plan.	<ul style="list-style-type: none"> Does not include tax return preparation. Does not include tax audit representation or other tax disputes.

HR Support

<u>Benefit</u>	<u>Covered</u>	<u>Restrictions</u>
Employee contract reviews	If applicable to your plan.	<ul style="list-style-type: none"> Does not include preparation or negotiation.
Severance negotiations	If applicable to your plan.	<ul style="list-style-type: none"> Up to two rounds of contract markups. Up to one telephone call per matter. Does not include any litigation or agency dispute representation.

Other

Benefit	Covered	Restrictions
The Verdict	Unlimited.	<ul style="list-style-type: none">• No content available on The Verdict shall be deemed legal or tax advice or representation.• JUSTLAW retains exclusive ownership rights to all such content.
eNotary Services	Unlimited.	<ul style="list-style-type: none">• Not available in all jurisdictions.• Pending availability of notaries to perform the service.• You must have an active computer, internet connection and camera.
Discounted Services	Unlimited at the percentage discount applicable to your plan, up to 30%.	<ul style="list-style-type: none">• Applies to any service with a JUSTLAW Firm that is not otherwise covered by the membership.• All firms retain the sole and exclusive right to refuse representation of a Member for any reason or no reason whatsoever, including in cases of a conflict of interest.
Annual "Peace of Mind 365"	Once annually.	<ul style="list-style-type: none">• Business members receive a free annual "legal checkup" of their business.

12. Attorneys

a. Attorney Representations

(i) Those who represent themselves as attorneys must be attorneys licensed to practice law, and be in good standing, in at least one jurisdiction in the United States or foreign country.

(ii) All information provided to JUSTLAW that relates to yourself, your background, and your expertise must be accurate, candid, and not misleading.

(iii) All attorneys must accurately describe their skills and expertise in each area of law in order to practice in that area of law in conjunction with JUSTLAW clients.

b. Disintermediation

(i) The parties acknowledge that JUSTLAW connects its clients with JUSTLAW third-party independent contractors. Clients agree they will not attempt to circumvent or circumvent JUSTLAW in its efforts to connect clients with JUSTLAW third-party independent contractors. Therefore, without the prior written consent of JUSTLAW, clients are not to attempt to procure or procure legal services from a JUSTLAW third-party independent contractor outside of the JUSTLAW platform.

(ii) If a client or JUSTLAW third-party independent contractor attempts to circumvent or does circumvent JUSTLAW and procures a JUSTLAW third-party independent contractor's services outside the platform of JUSTLAW, JUSTLAW will seek monetary damages from the client and the third-party independent contractor. That will include the greater of: (1) twenty-five percent (25%) of the expected compensation of a JUSTLAW third-party independent contractor in relation to a particular client for a given matter and for one year thereafter, or (2) \$12,500. Once payment is initiated and completed, JUSTLAW will provide its written consent. Only thereafter, may the client then seek, and the third-party independent contractor then perform, the services of the JUSTLAW third-party independent contractor outside of the JUSTLAW platform.

c. Professional, Independent Attorney Judgment

(i) Attorneys performing legal services for JUSTLAW clients are not agents or employees of JUSTLAW. Any attorney rendering legal services to Plan Members under a JUSTLAW membership shall maintain the attorney-client relationship with the Plan Member, and is solely responsible to the Plan Member for all legal services provided. It is within the sole discretion of the attorney to determine whether claims or defenses pertaining to any matter under this Contract present a frivolous or otherwise unmeritorious claim or defense. Participating attorneys reserve the right to make independent professional judgments regarding such presentations. JUSTLAW will in no way influence or attempt to affect the rendering of professional services of the participating attorneys.

d. Nature of Relationship

(i) It is the express intention of JUSTLAW and the participating attorney, that the attorney be an third-party independent contractor ("Attorney"). Nothing in this Contract shall in any way be construed to constitute the attorney as an agent, employee, or representative of JUSTLAW. Without limiting the generality of the foregoing, the attorney is not authorized to bind JUSTLAW to any liability or obligation or to represent that the attorney has any such authority. The attorney further agrees that any use of site tools, any JUSTLAW's mobile application or any other tools ("Tools") offered by JUSTLAW is optional and such Tools are purely offered for the attorney's convenience and usage of such Tools are not mandatory. The attorney acknowledges and agrees that (i) the attorney is obligated to report as income all compensation received by JUSTLAW pursuant to this Contract; (ii) it has an obligation to pay all self-employment and other taxes on such income; and (iii) it will receive no JUSTLAW-sponsored benefits such as, but not limited to, paid vacation, sick leave, medical insurance, and 401k participation. If the attorney is reclassified by a state or federal agency, court, or arbitrator as JUSTLAW's employee, the attorney will become a reclassified employee and will receive no benefits from JUSTLAW, except those mandated by state or federal law, even if by the terms of JUSTLAW's benefit plans or programs of the Company in effect at the time of such reclassification, the attorney would otherwise be eligible for such benefits.

e. Limited Exclusivity and Other Agreements

(i) By agreeing to this Contract and working with clients JUSTLAW connects to you, you are agreeing that:

(a) The provisions of this Contract are not intended to prevent you from practicing your profession, but only from engaging in the limited activity described therein.

(b) You will not make any statement that disparages JUSTLAW, its services, products, directors, officers, employees, shareholders or agents, except as required by law or in communications exclusively to JUSTLAW.

(c) You will not provide information on any other websites about JUSTLAW, unless you expressly state that your statements are not made on behalf of and have not been approved by JUSTLAW.

13. Internal Revenue Service (IRS) Circular 230 Tax Advice Disclosure.

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from JUSTLAW (including information provided by a Firm or an attorney offering a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

14. Non-English-Speaking Customers.

Non-English translations of these Terms, as well as other terms, conditions, and policies, can be provided to you for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

15. Additional State Notices.

a. Notice to New York Residents: New York residents will be charged an additional \$19.99 for any letter of up to two (2) pages drafted by the attorney pursuant to the Benefits of JUSTLAW memberships, which reflects the cost of rendition plus a reasonable overhead. Any such letter provided will not include representation by the firm in matters contained therein. Should the Member desire a letter in which the firm agrees to such representation of the Member, such services will be provided at a discounted rate as described under Benefits of JUSTLAW memberships.

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