

## LEGAL LIGHTHOUSE TERMS OF USE

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(Effective as of September 1, 2016)

### INTRODUCTION

Bonjour, and welcome to the Legal Lighthouse Platform Service (the “Service”). The following Terms of Use apply when you view or use the Service via our Site located at [www.legallighthouse.ca](http://www.legallighthouse.ca) or [www.droitphare.ca](http://www.droitphare.ca). Please review the following terms carefully; if you do not agree with the Terms of Use, please refrain from using the Site. By accessing or otherwise using the Platform Service, you signify your agreement to these Terms of Use and agree that all such use by you is subject to our Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Platform Service.

1. **Definitions.** The following terms are used throughout these Terms of Use and have specific meanings. We are going to define a few words here for you to know what each of the terms means.
  - a. “Legal Lighthouse”, “we”, “us”, and “our” refers to Legal Lighthouse Inc., as well as directors, officers, and employees of the corporation. Participating Lawyers are not employees, consultants, agents or in any way part of Legal Lighthouse.
  - b. The “Site” refers to our website located at the following domain names: [www.legallighthouse.ca](http://www.legallighthouse.ca) or [www.droitphare.ca](http://www.droitphare.ca), all subpages and subdomains, and all content, services, and products available at or through the website.
  - c. The term “Service(s)”, “Platform Service(s)” refers to the services provided by Legal Lighthouse, including without limitation to, access to search options; communication tools; document management and storage solutions; and payment services. Legal Lighthouse is not a law firm nor does it constitute an attorney referral service or serve as an employment agency. We provide a site for Users to meet and hire the Participating Lawyers; we do not provide legal advice or assessment of your legal needs or requests.
  - d. The term “Agreement” (which may also be referenced as “Terms of Use”) refers to all the terms, conditions, and notices contained or referenced in this document, including but not limited to, the Privacy Policy.

- e. “The User”, “You” and “Your” refer any person (natural person or legal person) that has visited or is using the Site and/or the Service.
- f. The term “User Account” or “Account” refers to the collection of information associated with your personalized account within our system, which includes a unique username and a password to access the Service and to receive messages from Legal Lighthouse.
- g. “Participating Lawyer” refers to the lawyers who are offering their legal services on the Legal Lighthouse Platform Services.
- h. “Law Society” refers to the Barreau du Québec or any other Canadian Law Society.

**2. Changes to the Agreement.** Occasionally we may, at our sole discretion, make changes to the Terms of Use. When we make changes to the Terms of Use, we will post the amended Agreement 30 days before the amendments come into force under the section “Terms of Use” on our site. All amended terms shall automatically be effective 30 days after they are initially posted. Our right to amend the Agreement includes the right to modify, add to, or remove terms in the Terms of Use, including terms related to our Technology Fee. It is your sole responsibility to check the Site from time to time to view any such changes in the Terms of Use. If you continue to use the Site, you agree to our revisions to these Terms of Use. If you do not agree to any changes made to the Terms of Use, then please refrain from using the Site.

**3. About Legal Lighthouse.** Legal Lighthouse Platform Services allow Users seeking legal help to connect and communicate with Participating Lawyers online.

- a. The Legal Lighthouse Platform Service allows you to search for a Participating Lawyer online by first responding to a questionnaire.
- b. After submitting the questionnaire, the Platform will identify and display a select number of profiles of Participating Lawyers who may be qualified to provide the legal solution required.
- c. The Platform allows you to view these profiles, connect with the Participating Lawyer of your choosing by requesting a free 20-minute assessment with them, receive a quote/engagement letter from a Participating Lawyer if requested, accept

the quote electronically, and pay the Participating Lawyer using online payment methods.

- d. The Platform Service will send notifications to your email address at specific steps in the process to notify you of changes or that action is required.

As a Participating Lawyer, the service allows you to create a profile, showcase your experience and legal services, benefit from automation of some of the Law Society's deontological requirements (i.e. client card), benefit from online marketing, send online quotes/engagement letters that when accepted are signed electronically, and receive online payments from Users.

4. Here is some information on what Legal Lighthouse is not, or services it does not provide.
  - a. **Legal Lighthouse does not act as a law firm nor does it employ any Participating Lawyers.** Legal Lighthouse does not provide legal representation or legal advice. None of our staff members provide legal services to Users. Participating Lawyers are not part of Legal Lighthouse; they are not employees, agents, or consultants for Legal Lighthouse. Legal Lighthouse may not be held liable for the actions or omissions of any Participating Lawyers performing consulting services for you.
  - b. **Legal Lighthouse is not an Employment, Staffing or Recruitment Agency, nor does it recommend any specific lawyer.** You acknowledge that Legal Lighthouse does not recommend any specific Participating Lawyer for any specific legal assessment, request, consultation, undertaking, task, or service. Legal Lighthouse does not recommend any individual Participating Lawyer to service a User. Although we make reasonable efforts to perform background checks at the time of signup, Legal Lighthouse does not warrant or guarantee that Participating Lawyers are qualified members in good standing or have professional liability insurance. We encourage Users to research any Participating Lawyer before accepting legal services. Under no circumstances will Legal Lighthouse be responsible for any loss or damage resulting from anyone's reliance on information or other content posted or transmitted to Users on the Service by a Participating Lawyer.
  - c. **No attorney-client privilege exists between you and Legal Lighthouse.** Interactions, including but not limited to communication via any modality (i.e. email), are protected insofar as outlined in our Privacy Policy. Although some employees of Legal Lighthouse

may be lawyers, interactions with them in their capacities with Legal Lighthouse are not covered by any form of attorney-client privilege nor are any other interactions with Legal Lighthouse. Although confidentiality of communications with Legal Lighthouse can only be guaranteed within the parameters outlined in the Privacy Policy, we do strive to maintain overall confidentiality as and when possible. Communications between Users and Participating Lawyers are covered by attorney-client privilege, and so we suggest that private information be conveyed to the Participating Lawyer(s) of your choosing.

- d. **Legal Lighthouse does not guarantee success of your legal matter.** The legal advice present on or received through the Platform does not bind or make liable Legal Lighthouse. Should Users choose to make use of or rely on a Participating Lawyer's advice, they do so at their own risk and assume all associated liability. Legal Lighthouse makes no guarantee, warranty, or prediction regarding the outcome of any future legal matter.
- e. **Confidentiality is not guaranteed.** While significant steps are taken to maintain elevated security and confidentiality criterion in the design and management of the Platform, absolute confidentiality cannot be guaranteed.

**5. *Conditions of using Legal Lighthouse.*** You are allowed to use the service as long as you follow a few basic rules. The following Use Restrictions and Conduct Restrictions are the basic rules we require Users to follow while using the Service. We are not responsible for the content our Users post, and we have the right to close accounts if we deem it appropriate.

- a. **Registration.** When registering for the Platform Services, you will provide to us complete, current and accurate information for the profile and payment account linked to your User Account. You must promptly update all information to keep your billing account current, complete and accurate (ex: billing address, credit card number). You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure;
- b. **Restricted Content.** You agree that you will not, under any circumstances, transmit any content that is abusive, threatening, obscene, defamatory, pornographic, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- c. **Restricted Activities.** You agree that you will not under any circumstances
  - i. use the service for any unlawful purpose or for the promotion of illegal activities;

- ii. infringe on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights;
  - iii. impersonate any person or entity, including any of our employees or representatives;
  - iv. violate the privacy of any third party, use another User's account without permission; or provide false or inaccurate information when registering an account;
  - v. interfere or attempt to interfere with the proper functioning of the Service;
  - vi. make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
  - vii. publish or link to malicious content intended to damage or disrupt another User's browser or computer.
- d. **Users Must Be Over Age 18.** The Service is not available for use by persons under the age of 18. You represent that you are at least 18 years of age and warrant that you possess the legal right and ability to enter into this Agreement. If you are representing a business, you represent that you are fully authorized to enter this Agreement on behalf of that business.
- e. **Notification of unauthorized use.** You agree to notify us immediately of any unauthorized use of your password and/or account. Legal Lighthouse will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.
- f. **Right to Terminate Accounts.** We have the right to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms of Use, or terminate or deny access to and use of the Service to any User for any reason, with or without prior notice.

**6. *Participating Lawyers are independent legal professionals who may perform Legal services for you.*** They operate independently from Legal Lighthouse.

- a. Participating Lawyers do not share fees with Legal Lighthouse.
- b. All Participating Lawyers have stated to Legal Lighthouse that they have legal experience in their indicated areas of practice, belong to the Barreau du Quebec, and carry a mandatory minimum of professional liability insurance.
- c. Each Participating Lawyer completed an online application, uploaded their CV or biography, and agreed to undergo a phone or face-to-face interview.
- d. Participating Lawyers shall provide accurate and complete information that will be kept appropriately up to date.

**7. *Payment and billing.*** We use a third-party payment processor (“Stripe Connect) to bill you through a payment account linked to your Account on the Platform Services for use of the paid services.

- a. Legal Lighthouse facilitates the online payment process between Users and Participating Lawyers through the integration of an online third-party payment portal option: Stripe Connect. The accepted payment options with Stripe are the following: Visa, MasterCard and American Express. For Participating Lawyers, Stripe may only be used to deposit funds into an operating account, in accordance with applicable deontological requirements. As such, a lawyer desiring to collect advanced fees through the Legal Lighthouse Service should do so through other means.
- b. Participating Lawyers using Stripe Connect’s services agree to be bound by Stripe's Connect’s Account Agreement [<https://stripe.com/ca/connect-account/legal>]. Participating Lawyers hereby consent and authorize us to grant authorizations and share the information you provide us with our third party payment provider to the extent required to provide the Payment Services to you.
- c. Three types of payments are facilitated through the Platform:
  - i. A technology fee plus applicable taxes paid to us by Users;
  - ii. A technology fee plus applicable taxes paid to us by Participating Lawyers; and

- iii. Payment for legal services and (when applicable) disbursements (i.e. expenses) paid to the Participating Lawyer by the User.

The first two types of payments occur when a User accepts a Participating Lawyer's quote/engagement letter (received through the platform) and are both charged to the respective party's credit cards as the final step of the quote acceptance process. The technology fee paid by Participating Lawyers will be automatically deducted, through the payment method that appears in our files, once a client has accepted a quote/engagement letter. The third type of payment is made at the time(s) specified by the Participating Lawyer and in accordance with deontological regulations. All fees are quoted in Canadian Dollars.

- d. Legal Fees and/or disbursements paid to Participating Lawyers through our third party service provider never pass through Legal Lighthouse's financial control. As such, we shall not be held responsible for disputes or grievances arising over legal fees and legal services. Should such issues arise regarding payments for legal services or disbursements, the parties should attempt to come to an agreeable solution and barring that, should follow the steps for resolution laid out by the Law Society ("Barreau du Québec).
- e. Legal Lighthouse does not split legal fees with Participating Lawyers. Legal Lighthouse does not take a percentage fee of legal services provided to Users or participate in fee splitting.

**8. Compliance with laws.** You represent and warrant that: (i) you have the authority to bind yourself to the Agreement; (ii) your use of the Service will be solely for purposes that are permitted by this Agreement; (iii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party; and (iv) your use of the Service will be for legal purposes only and will comply with all local, provincial and federal laws, rules and regulations, and with all other Legal Lighthouse policies.

**9. Privacy Policy.** Legal Lighthouse respects the privacy of its Service Users. Please refer to our Privacy Policy (found here: [http://www.legallighthouse.ca/legal/privacy\\_policy.pdf](http://www.legallighthouse.ca/legal/privacy_policy.pdf)) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

**10. Intellectual Property and Copyright.** The Legal Lighthouse Platform Services contain content provided by third parties that may be protected by copyrights, trademarks, service marks, patents, logos, trade secrets or other proprietary rights and laws. Users must maintain all copyright notices, information, and restrictions contained in any Content posted by us or third parties. Acceptance of these Terms of Service is acceptance that no transfer of intellectual property ever occurs from Legal Lighthouse or applicable third parties to you unless contractually specified from Us to You. Our name, our logo, domain names, and all other identifying marks that appear displayed on the Site are registered or common law marks of Legal Lighthouse Inc.

If you believe that any content on the site infringes on your intellectual property rights, please notify us with a full description of the purported infringement and your contact details. This communication must be sent to the following address and will be considered effective once received by an employee of Legal Lighthouse.

*Legal Lighthouse Inc.  
1500 Du Collège St., Suite 200, Office 3  
Saint-Laurent, QC, H4L 5G6*

**11. User Consent to Receive Email Communications.** For contractual purposes, you (a) consent to receive communications from Legal Lighthouse in an electronic; and (b) agree that all agreements, notices, disclosures, and other communications that Legal Lighthouse provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to customer support at [info@legallighthouse.ca](mailto:info@legallighthouse.ca) or mail to the following postal address:

*Customer Support  
Legal Lighthouse Inc.  
1500 Du Collège St., Suite 200, Office 3  
Saint-Laurent, QC, H4L 5G6*

**12. Limitation of Damages; Release.** To the extent permitted by applicable law, in no event shall Legal Lighthouse, its affiliates, directors, or employees, or its licensors or partners, be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from (a) the use, disclosure, or display of your user content; (b)



your use or inability to use the service; (c) the service generally or the software or systems that make the service available; or (d) any other interactions with Legal Lighthouse or any other User of the service, whether based on warranty, contract, civil law, or any other legal theory, and whether or not legal lighthouse has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**13. Warranty; Interruption of Services.** Legal Lighthouse will make reasonable efforts to maintain in good working order the Legal Lighthouse Services. However, certain technical difficulties or maintenance may result in interruptions. As such, the service, is provided “as is,” without warranty of any kind. Legal Lighthouse makes no warranty, guarantee or representation that access to or operation of the service will be uninterrupted or error free. Legal Lighthouse reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Legal Lighthouse Service, with or without notice, all without incurring user liability, except where prohibited by law, for any interruption, modification, or discontinuation of the Legal Lighthouse Service or any function or feature of the Site. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the service.

**14. Indemnification.** You undertake to indemnify and hold harmless Legal Lighthouse and to take up its defense and, as the case may be, that of its employees, agents, assigns, representatives and/or business partners, for any damage, loss or expense of any kind, (including reasonable lawyer fees) that arise from or relate to your use or misuse of, or access to, the Platform Services, Legal Services, Content, or otherwise from your User Content, or violation of this Agreement. You agree that your legal remedies are limited to claims against the Participating Lawyer, or any third parties.

**15. Severability.** 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.

**16. Termination.** Users may voluntarily terminate their association with Legal Lighthouse, in so far as they are bound by this Agreement, at their discretion at a time and date of their choosing by ceasing use of the Site and its Services.

**17. Governing Law.** These Terms of Use and any access to or use of the Site or the Service shall be governed, applied, and construed in accordance with the laws of the Province of Québec. You and Legal Lighthouse agree that the courts of the district of Montréal, Quebec, Canada, shall have jurisdiction over any dispute, claim or legal action pertaining to these Terms.

**18. Arbitration.** You and Legal Lighthouse agree that for any dispute or claim (excluding claims for injunctive or other equitable relief) between you and Legal Lighthouse arising in connection with use of the Legal Lighthouse, the parties may choose to resolve the dispute in a more timely and cost-effective manner through arbitration. An arbitrator must follow this Agreement and can award the same damages and relief as a court (including legal fees). Should the Parties elect this option, they will mutually agree upon the arbitrator and in the absence of such agreement, a judge of the Superior Court of Justice (Quebec) in Montreal will appoint an arbitrator upon the application of any of the Parties. Arbitration shall be held in the City of Montreal. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction and subject to any right of appeal, any decision arrived at by the arbitrator shall be final and binding.

**19. Assignment.** Legal Lighthouse may assign this Agreement or any part of it including the Privacy Policy, and Legal Lighthouse may delegate any of its obligations under this Agreement and Privacy Policy. You may not assign the Agreement or Privacy Policy or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

**20. Headings.** The section and paragraph headings in this Agreement are for convenience only and shall not affect their interpretation.

**21. Entire Agreement.** This agreement, together with the Privacy Policy, contains all the terms agreed to by you and Legal Lighthouse relating to its subject matter. It replaces all previous discussions, understandings, and agreements. You acknowledge that you have read and fully understand these Terms of Use and will be bound by these Terms of Use.