

# EQUAL LEGAL Service Agreement

## Legal Plan Service Agreement for Legal Plan Member

This is a contract between us, EQUAL LEGAL, LLC ("Equal Legal"), 7190 W Sunset Blvd #74A Los Angeles, CA 90046 and you, LEGAL PLAN MEMBER (the "Member"), for the Equal Legal LEGAL PLAN (the "Legal Plan") services described below. This contract (the "Agreement") is a legal agreement between you and Equal Legal that sets forth the terms of your use of the Legal Plan. This Agreement is effective as of the date you accept its terms by purchasing a Legal Plan subscription (the "Effective Date"). If you sign up for our Legal Plan, you accept these terms, conditions, limitations, and requirements. Please read this Agreement carefully.

## THE LEGAL PLAN IS NOT A SUBSTITUTE FOR ACCOUNTING, BUSINESS, TAX, OR OTHER PROFESSIONAL ADVICE OR SERVICES.

**1. Plan Membership.** Equal Legal reserves the right to accept or refuse Membership at its discretion. You may not transfer or assign your Legal Plan or these benefits.

**2. Benefits of Legal Plan.** Visit [www.equallegal.com](http://www.equallegal.com) for the most current list of services offered. To schedule a consultation with a Legal Plan Attorney (the "Plan Attorney"), login on the website with the username and password you created, select an attorney and see their availability. Every attorney has varying skills and experience as well as fees. You may compare Plan Attorney services to find the best option for you. The 25% Member discount (see Definition of Benefits) applies to all Plan Attorney hourly rates, regardless of what this rate is.

The Legal Plan provides the following benefits (the "Plan Benefits") depending on what plan you select:

- a. Plans
  - (i.) Monthly  
Unlimited consultations, debt collection assistance, contract review (up to five pages), fixed fees, 25% discount on standard hourly attorney rates.
  - (ii) 6 Monthly  
Unlimited consultations, debt collection assistance, contract review (up to ten pages), fixed fees, 25% discount on standard hourly attorney rates, limited legal forms.
  - (iii) Yearly  
Unlimited consultations, debt collection assistance, cease and desist demands, contract review (up to 10 pages) fixed fees, 25% discount on standard hourly attorney rates, unlimited legal forms.
- b. Definition of Benefits
  - (i.) Unlimited telephone consultations with a participating Plan Attorney on new legal matters for up to thirty minutes each. This means you may call again on any new matter, but you may not call again for a free follow up consultation relating to a factually or legally similar matter already discussed with a Plan Attorney. If follow up consultations are required on the same matter, Plan Attorney may be retained at their prevailing rate less 25% Member discount or for their flat fee services.
  - (ii.) Review by a Plan Attorney of legal documents up to five (5) or ten (10) pages, depending on plan selected, limited to review of one (1) document for each new legal matter. For each document review, you will receive one (1) telephone consultation about the reviewed document and a written summary of such consultation. Review of legal documents may not include review of any document related to or connected with a lawsuit or other adversarial proceeding, such as a summons and complaint in a civil action, a subpoena, an application for wage garnishment, writ or any other litigation-related document. Review of additional pages (i.e. over 5 or 10 pages depending on what plan you select) will be charged at \$25 per page, per review.

# EQUAL LEGAL Service Agreement

- (iii.) Up to six (6) telephone calls or letters (at Plan Attorney's discretion) on your behalf per year, limited to one per month, either for debt collection assistance and/ or cease and desist demands, depending on what plan you select.
- (iv.) Flat fee services offered at special Member rates. These vary by Plan Attorney. Please inquire with Plan Attorney for a list of their flat fee services.
- (v.) 25% off the hourly rate of Plan Attorney for any other matters or services not covered in the above.

**3. Right to Hire Your Own Attorney at Any Time.** At all times, you have the right to hire and consult another attorney at your own expense.

**4. Equal Legal Is Not a Law Firm.** Equal Legal is not a law firm and does not provide legal services. Attorneys made available through Equal Legal are third-party independent contractors who agree to provide legal services directly to you, not through Equal Legal, via a separate retention agreement between you and the attorney. The information provided in each attorney's profile on the Equal Legal site may be considered advertising under applicable laws and rules. The attorneys have agreed to provide thirty-minute consultations related to subject matters about which they represent that they are qualified in jurisdictions where they are admitted to practice. A conflict check will apply. A plan attorney may require you to meet at her or his office or another location convenient to her or him, or may require a telephonic consultation. Equal Legal will not select an attorney for you. To schedule consultations with Plan Attorneys, Equal Legal provides an appointment booking system but does not moderate messages with Plan Attorneys or have access to communications between you and Plan Attorney. It is Member responsibility to ensure all details such as subscription dues, Member contact number and email are current so that consultations can occur in a timely manner. If Member cannot keep an appointment, it is Member responsibility to let Plan Attorney know in advance and will be subject to Plan Attorney availability to reschedule an appointment.

## 5. Exclusions; Conflicts.

a. The following items and matters are specifically excluded from the Legal Plan and are not to be considered or treated as Plan Benefits. You cannot obtain legal help through the Legal Plan for any of the following:

- (i) Any lawsuit or legal action that directly or indirectly involves Equal Legal, or any of its affiliates, directors, agents, or employees;
- (ii) Any lawsuit or legal action that directly or indirectly involves any Plan Attorney providing legal services under the Legal Plan; provided, however, that a Plan Attorney may, at her or his sole discretion and risk, represent you or any Plan Member in a matter in which another Plan Attorney is representing another party as legal counsel;
- (iii) Any lawsuit or legal action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
- (iv) Any lawsuit or legal action that resulted in the prior recruitment or retention by the Plan Member of another attorney; provided, however, that the Plan Attorney may, in her or his sole discretion and at her or his sole risk, disregard this exclusion;
- (v) Any matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- (vi) Any appeal to an appellate court (i.e., not a trial court); provided, however, that the Plan Attorney may, in her or his sole discretion and at her or his sole risk, disregard this exclusion;
- (viii) Any matter that, in the Plan Attorney's opinion, is frivolous in nature or objective; or
- (ix) Any case matter or requested service that is determined by the Plan Attorney to lack sufficient merit to warrant pursuit, or that the Plan Attorney decides has been raised an inordinate or unreasonable number of times without a change in circumstances.
- (x) Any matter resulting in violation(s) of the law, constituting illegal activity, furthering illegal activity, and /or tantamount to harassment.

# EQUAL LEGAL Service Agreement

**6. Not Insurance.** The Legal Plans offered through Equal Legal are not contracts of insurance or indemnification insurance plans. Equal Legal is not an insurance company and does not guarantee legal representation in every situation. The Legal Plan provides Equal Legal customers with access to free and discounted legal services from Plan Attorneys. Equal Legal does not reimburse or indemnify any Plan Member or pay any attorneys, Plan Attorney, or law firms for attorney fees or expenses.

## 7. Use.

### a. General Practices.

You acknowledge that Equal Legal may establish general practices and limits concerning use of its Legal Plans, including without limitation the maximum number of attorney consultations you may receive in a given period of time related to one or all subjects. A current list of practices is available at [www.equallegal.com](http://www.equallegal.com).

### b. Right to Change Practices.

You acknowledge that Equal Legal reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### c. Responsibility for Misuse

You are responsible for all expenses incurred or other actions that may occur through your use of a Legal Plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of a Legal Plan, or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

**8. Any Changes to This Agreement Must Be in Writing.** You acknowledge that no change in this contract is valid until the change has been approved by an executive officer of Equal Legal and unless the approval is endorsed or attached to the contract.

**9. Authority to Enter Agreement.** If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with this Agreement, you may not sign up for or use any Legal Plan. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this Agreement and the order you placed, including without limitation, the payment obligations. We are not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

## 10. Payment.

### a. Legal Plan Membership Fees.

You will be charged in accordance with the billing terms in effect at the time of your initial purchase, unless you are notified of a fee change in accordance with "Fee Adjustments" below. For any Legal Plan you purchase that is charged in full upon purchase, you agree that for each renewal term for such Legal Plan, the amount due for the next term will be due and immediately payable in full as of the first day of that renewed term. For each Legal Plan, your charge remains for each term no matter if you access the Site during that term. In other words, **EVEN IF YOU DO NOT USE THE LEGAL PLAN BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.** For more information regarding canceling your Legal Plan subscription, see the "Termination or Cancellation" section below.

### b. Billing.

To allow payment for the initial term of a Legal Plan, valid credit card, bank draft or other billing information is due at the time of purchase.

Your Legal Plan subscription will renew automatically at the end of the initial term (the "Billing Date") and at the end of each term thereafter unless and until you give notice of your intention to terminate your Legal Plan subscription pursuant to the terms of this Agreement. If you do not give us notice of such intention, your credit card will be charged

# EQUAL LEGAL Service Agreement

for the renewal term of your Legal Plan subscription on your Billing Date. If your purchase date is on the 29th through 31st day of any month, your Billing Date for renewals in months with fewer days will fall on the last day of the month. Equal Legal may adjust your Billing Date in subsequent renewal periods without notice. This will be reflected by a charge to your account on a pro-rated basis according to the number of days that have passed since the Billing Date of your latest renewal charge. Unless otherwise notified in advance by Equal Legal pursuant to this Agreement, the renewal charge will be equal to the original purchase price for the Legal Plan.

You agree to pay Equal Legal the fees associated with your Legal Plan subscription. Additional discounts may be available for Members purchasing multiple months up front, as part of certain promotions, or where limited by law. A schedule of fees for the Legal Plan subscriptions is set forth on the website [www.equallegal.com](http://www.equallegal.com).

## d. Promotional Trial Memberships.

We sometimes offer certain customers various trial or other promotional Memberships, which are subject to this Agreement except as otherwise stated in the promotional offers. **AT THE COMPLETION OF A TRIAL MEMBERSHIP, UNLESS YOU CHOOSE TO CANCEL, YOUR LEGAL PLAN SUBSCRIPTION WILL RENEW AUTOMATICALLY AND YOUR CREDIT CARD OR BANK DRAFT WILL BE CHARGED TO BEGIN YOUR INITIAL TERM.**

## e. Attorney Fees.

Fees for attorney services provided pursuant to a Legal Plan subscription shall be paid directly to the Plan Attorneys. Plan Attorneys are not employees or agents of Equal Legal and have no financial obligation to Equal Legal.

## 11. Termination or Cancellation.

### a. By Equal Legal.

(i) If payment is not made on the Billing Date, as described in Section 7 above, you will have until thirty-one (31) days after your Billing Date to correct the credit card or bank draft information on file and post a payment to your account. If after the expiration of this 31-day grace period you have not made any payment on your Legal Plan subscription, your non-payment may result in suspension of service and subsequent termination of your Legal Plan subscription.

(ii) Your right to use a Legal Plan subscription is subject to any limits established by Equal Legal 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, Equal Legal reserves the right, in its sole and absolute discretion, to suspend or terminate your access and account, thereby terminating this Agreement and all obligations of Equal Legal hereunder. If a charge made to your credit card is declined, Equal Legal may make up to five (5) attempts to bill that card over a thirty-one (31) 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 Agreement, you have ten (10) days in which to examine it. If during this period you decide that you are not satisfied with the Agreement, you may return the Agreement to us and have any prepaid amounts refunded. If the Agreement is returned and you have not sought legal services pursuant hereto within this time period, the Agreement shall be void from the beginning and the parties shall be in the same position as if this Agreement had not been issued.

(i) You will have the right to cancel your Legal Plan subscription by providing at least five (5) days' notice before the start of the next renewal period for such subscription. After such cancellation, your Legal Plan will remain active until the end of then-applicable period.

### c. Services after Termination.

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

# EQUAL LEGAL Service Agreement

**12. Dispute Resolution.** In the event of a dispute, you and Equal Legal agree to submit the matter to arbitration to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The results of any arbitration shall be binding on both parties, and judgment upon the award given by the arbitration may be entered in any court of competent jurisdiction. You have the right to file a complaint with your state's bar association concerning the conduct of an affiliated attorney under the Legal Plan.

**13. Professional, Independent Attorney Judgment.** Attorneys performing legal services for Legal Plan Members under the terms of this Agreement are not agents or employees of Equal Legal. Any attorney rendering legal services to Plan Members under a Legal Plan 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 Agreement present a frivolous or otherwise unmeritorious claim or defense. Participating attorneys reserve the right to make independent professional judgments regarding such presentations. Equal Legal will in no way influence or attempt to affect the rendering of professional services of the participating attorneys.

**14. 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 EQUAL LEGAL (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.

**15. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, USA, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state of California.

**16. Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.