

**Kikero Inc.**

**TERMS OF SERVICE**

THIS IS A LEGAL AGREEMENT BETWEEN KIKERO INC., FOR ITSELF AND ON BEHALF OF ITS AFFILIATES (COLLECTIVELY, "**KIKERO**") AND YOU. THIS AGREEMENT GOVERNS YOUR USE OF THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE (THE "**TERMS**"), YOU ARE NOT AUTHORIZED TO USE THE SERVICES. CLICKING "I AGREE" OR ANY OTHER USE OF THE SERVICES BY YOU SHALL CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THE TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and Kikero agree as follows:

1. **Definitions.** Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:
  - a. "**Affiliate**" means, with respect to a party, any person, partnership, joint venture, corporation, or other entity, that directly or indirectly controls, is controlled by, or is under common control with such party.
  - b. "**Aggregate Information**" means information about Your activities on or in connection with the Services that typically cannot be used to identify, locate, or contact You including information regarding the frequency of use to the Services, data entered when using the Services, components of the Services most frequently accessed, and browser types used by You.
  - c. "**Agreement**" means the agreement between Kikero and You for the provision of the Services and includes these Terms and Kikero's Privacy Policy, a copy of which can be found by link at the bottom of Kikero's webpage.
  - d. "**Intellectual Property**" means all copyrights, moral rights, rights associated with works of authorship, trademark rights, trade name rights, trade secret rights, patent and industrial property rights (whether registered or not), and other proprietary rights in the Services, including the applications, software code, algorithms, technology, programs, concepts, designs, inventions, trademarks (whether registered or not), slogans, methods, techniques, models, procedures, and processes.
  - e. "**Legal Professional**" means a User who has identified themselves to Kikero as a lawyer or law firm qualified to practice law in the jurisdiction in which such User practices law.
  - f. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - g. "**Personal Information**" means any information about an identifiable individual, including, without limitation, data or information entered into the Services by You, that has not been made publicly available and includes Personal Data.
  - h. "**Services**" means the Kikero website consisting of technology, the purpose of which is to provide Legal Professionals and other Users with an efficient manner in which to communicate. When used herein, "Services" includes the Kikero website and any and all updates, upgrades, patches, technology, material, modifications, bug fixes, enhancements, data, features, and contents, as the same may be added or removed by Kikero from time to time.
  - i. "**User**" or "**You**" or "**Your**" means the person entering into this Agreement with Kikero, regardless of whether such User has completed a User profile, signed up for an account, or otherwise uploaded content to the Services.
2. **The Services.** The sole function of the Services is to provide technology to permit Users to connect with Legal Professionals for the purpose of obtaining legal information. Kikero is not a lawyer referral service and is not involved in any follow up activity that may lead to the retention of Legal Professionals by Users for legal

services. Kikero reserves the rights to add, remove, and modify features in its sole discretion. The User agrees that Kikero will not be liable to the User or any third party for any modification or discontinuance of the Services.

3. **Reviews.** Users may use the Services to review and rate their experiences with Legal Professionals (“**Reviews**”), which Reviews the parties expressly acknowledge and agree will be made publicly available through the Services and may include such information as the Legal Professional’s name, location, subjective ratings (both individual and aggregated), preferred practice areas, areas where such Legal Professionals have identified themselves as having expertise, and personal comments made by Users.

4. **Kikero is not a Law Firm.** Kikero is not a law firm and does not provide legal services or legal advice. Kikero merely provides a platform for Users to obtain legal information from Legal Professionals. Your use of the Services does not create an attorney-client relationship with Kikero or any Legal Professional and no contract for legal services is entered into between Kikero, any User, and any Legal Professional. Kikero does not review any information you provide, draw legal conclusions, provide opinions, or apply the law to the facts of your situation. As Kikero is not a law firm, any communications between you and Kikero may not be protected as privileged communications under an attorney-client privilege. Kikero is also not a lawyer referral service. The directory of lawyers published on the website is provided to the public freely and is for informational purposes only. Kikero does not endorse or recommend any Legal Professional and does not make any warranty as to the qualifications or competency of any Legal Professional.

5. **Disclaimers and Limitations.** Kikero does not refer Legal Professionals and Kikero makes no representations of any kind regarding the ability or competency of any Legal Professional. Legal Professionals may pay a technology fee for the use of the Services. In addition, You agree to the following:

- a. The Services function as a directory of Legal Professionals who provide legal information and Kikero does not refer or make any recommendations for specific Legal Professionals. Providing a service where Users and Legal Professionals can communicate does not imply an endorsement of any Legal Professional;
- b. Kikero makes no warranties regarding the status or ability of any Legal Professional. Prior to engaging any Legal Professional, Users are strongly urged to verify such Legal Professional’s standing with the local licensing authority;
- c. Users should be aware that the term “specialist,” “expert,” or similar expressions of competency in any field of practice does not necessarily mean that a Legal Professional has a recognized designated specialty, or more expertise or competency than another Legal Professional;
- d. While Kikero requires that Legal Professionals comply with all applicable regulatory bodies, professional codes of conduct, and recommended best practices, it is impossible for Kikero to monitor Legal Professionals’ compliance with such regulatory bodies, codes of conduct, and best practices and Kikero is in no way responsible for the actions, representations, or omissions of such Legal Professionals;
- e. Personal Information, data, Reviews, and opinions submitted by Users are not verified or reviewed in any way by Kikero and Kikero does not warrant the validity or accuracy of any such Personal Information, data, Reviews, or Opinions;
- f. Kikero is under no obligation to remove or modify any Reviews and by using the Services, You agree that Users may post Reviews that are unfavourable to you. Kikero may, at its sole discretion, remove or modify Reviews;
- g. Kikero takes no position on whether or when an attorney-client relationship has been formed between a User and a Legal Professional outside the scope of the Services. To the extent that an agreement is entered into for the provision of legal services, such agreement is only between the Legal Professional and the User, and Kikero is not a party to such agreement. Kikero has no responsibility or liability of any kind for any legal services rendered by any Legal Professional a User encounters on or through the Services, and any use or reliance on such Legal Professionals for legal services is solely at the User’s own risk;
- h. Legal Professionals are not employees or agents of Kikero, but are independent service providers using the Services to provide legal information to Users. Any information, comments,

opinions, or advice provided by a Legal Professional on or through the Services or otherwise are the opinions and responsibility of such Legal Professional, and Kikero is in no way affiliated with, an agent of, or responsible for such information, comments, opinions, or advice; and

- i. Kikero is not intended to be used to find legal representation and does not imply or guarantee that You will find legal representation through the Services.

6. **Use and License.** You shall only use the Services in and for Your own personal purposes and, for Legal Professionals, business operations. You may only use the Services during the term of this Agreement. You may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the Services, in whole or in part, is granted except as expressly provided by this Agreement. You shall not modify, copy, create derivative works from, reverse engineer, decompile or disassemble the Services. Nothing in this Agreement will entitle You to access or use the source code of the Services. You shall not download or use the Services if Your download, installation or use of the Services is prohibited under applicable laws.

7. **Your Responsibilities.** You are responsible for all of Your use of the Services and any account set up by you through the Services. You will:

- a. use best efforts to prevent unauthorized access to, or use of, the Services, and notify Kikero promptly of any such unauthorized access or use. You acknowledge and agree that Kikero is not be liable for any loss or damage arising from unauthorized access to, or use of, the Services from Your account;
- b. comply with all applicable local, provincial, federal and foreign laws or orders of any governmental authority in using the Services, including without limitation all applicable privacy laws;
- c. not use the Services to engage in any deceptive, misleading, illegal or unethical marketing activities or activities that otherwise may be detrimental to Kikero;
- d. if You are a Legal Professional, only use the Services in accordance with all applicable regulatory bodies, professional codes of conduct, and recommended best practices for the use of technology and marketing of legal services;
- e. not collect, use, or disclose any Personal Information in connection with the Services, unless you have obtained all necessary consents under all applicable laws to do so;
- f. not attempt to gain unauthorized access to the Services;
- g. not upload to, or store within, the Services (and Personal Information and Reviews shall not contain) any untrue, intentionally inaccurate, infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; and
- h. not use the Services to store or transmit any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines or code that may damage or detrimentally interfere with the Services or any data or personal information maintained on or in connect with the Services.

## 8. **Confidentiality and Use of Confidential Information.**

8.1 **Information uploaded to the Services.** Subject to this Agreement, Kikero uses commercially reasonable efforts to maintain the confidentiality of any Personal Information submitted by Users to the Services pursuant to this Agreement. Kikero will not disclose your Personal Information to any third party without your consent. However, the nature of the Services is such that Users upload Personal Information to the Services for the express purpose of other users viewing such Personal Information. Accordingly, You acknowledge and agree that:

- a. Personal Information uploaded to the Services by Users who are not Legal Professionals (“**Laypersons**”) will be made available to Legal Professionals;
- b. Personal Information uploaded to the Services by Legal Professionals will be made available to Laypersons and other Legal Professionals;

- c. Kikero does not control the conduct of Users and accordingly, Kikero does not warrant that any information uploaded to the Services will remain confidential. Accordingly, Users must use caution in deciding what information to upload into the Services and are prohibited from providing any highly personal, sensitive, or incriminating information; and
- d. Kikero is not responsible for the release or improper use of any information uploaded by a User by other Users or any release due to error or failure in the Services.

8.2 **Other Information.** Kikero may collect, use, and disclose: (i) Aggregate Information; and (ii) information provided to Kikero by Users and Legal Professionals, such as whether a User has retained a Legal Professional, the nature of legal services provided by such Legal Professional, the total fees paid by a User to such Legal Professional, and other statistical information; provided that Kikero will not disclose such information to any third party (subject to this Agreement) except in an anonymized way.

8.3 **Exceptions.** Kikero on occasion, may share Your Personal Information with its subcontractors as Kikero deems necessary in order to provide the Services. These subcontractors are not authorized by Kikero to retain, share, store or use Your Personal Information for any purposes other than to provide the services for which they have been retained to provide. Further, without limiting the foregoing, You acknowledge and agree that Kikero may disclose your Personal Information if: (i) Kikero in good faith believes that disclosure is necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce the Agreement; (iii) to protect the security or integrity of the Services, (iv) to protect Kikero or the public from harm or illegal activities, or (v) to respond to an emergency which Kikero believes in good faith requires Kikero to disclose data to assist in preventing a death or serious bodily injury. In each of the foregoing cases, Kikero will disclose only such Personal Information as Kikero believes, in good faith, is necessary.

9. **Indemnification.** You shall defend, indemnify, and hold Kikero and its directors, officers, employees, and Affiliates harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding alleging that Your use of the Services has harmed a third party or infringes upon the privacy rights of a third party or is in violation or alleged violation of any privacy legislation or does not otherwise comply with applicable local, state, provincial, federal and foreign laws, including without limitation all applicable laws and regulations in marketing activities, provided You are notified in writing by Kikero as soon as reasonably practicable as to any such claim. Kikero shall provide reasonable information, cooperation and assistance in defending any such claim.

10. **Outage Policy.** You acknowledge and understand that Kikero does not warrant that the services will be uninterrupted or error free and that Kikero may occasionally experience disruption due to internet disruptions or disruptions that are not within Kikero's control. Any such disruption shall not be considered a breach of this Agreement.

11. **Ownership.** All Intellectual Property in the Services are and shall remain the sole and exclusive property of Kikero and no right, title, or interest is granted in the Intellectual Property. Kikero and its Affiliates shall own all rights, title and interest, including all Intellectual Property, in and to any improvements to the Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Your requests or comments. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Kikero or its Affiliates by virtue of this Agreement or otherwise, You hereby transfer and assign to Kikero all rights, title, and interest which You may have to such refinements and improvements.

12. **Fees.** Kikero does not charge or accept any fees from a Layperson for connecting him to a Legal Professional. In the event the Services include technology that permits a Layperson to use the Services to pay fees to a Legal Professional ("**Fees**"), the following shall apply with respect to such Fees:

- a. The use of the Services to facilitate payment of Fees is for convenience only and no attorney-client relationship is formed between Kikero and a User as a result of the payment of such Fees through the Services;
- b. The use of the Services is expressly limited to facilitating payment of Fees and no amount of such Fees is retained by Kikero on account of referral fees;

- c. To the extent that such fees are billed and paid through a third party credit card processor, such third party's standard terms shall apply and Kikero makes no representations and takes no responsibility for such Legal Professional Fees;
- d. While it is possible that the Layperson and Legal Professional may enter into a attorney-client relationship on their own and have a retainer agreement whereby such Fees are non-refundable, in the event a Layperson wishes to dispute Fees or claim a refund, such dispute or claim will be directly between the Layperson and the Legal Professional and Kikero is in no way liable or responsible for such claims.
- e. Kikero and Legal Professionals agree that Kikero may charge a technology fee to Legal Professionals for the use of the Services ("**Technology Fee**"). Such Technology Fee may be on a payment plan (such as monthly or an alternative arrangement) as the parties may agree. If and to the extent permitted by local regulatory authorities governing the collection and payment of fees, and if agreed to by the Legal Professional and Kikero, Kikero may set-off such Technology Fee from the aggregate of Fees being paid to a Legal Professional.

13. **Term.** This Agreement commences on the date You first use the Services and shall continue on a month-to-month basis. You may terminate this Agreement at any time on no less than one month's notice. Kikero may terminate this Agreement for any reason, at any time, without prior notice. Upon the termination or expiration of this Agreement for any reason, You shall immediately discontinue use of the Services.

14. **Limitation of Liability and Disclaimers.** THE SERVICES ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND. KIKERO AND ITS AFFILIATES EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES. UNDER NO CIRCUMSTANCES SHALL KIKERO OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES. IN ALL CASES, THE ENTIRE LIABILITY OF KIKERO WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED \$100.00.

FURTHER, KIKERO MAKES NO WARRANTY REGARDING ANY GOOD OR SERVICES PURCHASED OR INFORMATION OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. NO ADVICE OR INFORMATION OBTAINED BY A USER THROUGH THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

15. **Changes.** Kikero reserves the right to modify these Terms at any time, which modified Terms will supersede prior versions. Kikero will notify you of such modified Terms by uploading such modified Terms to the Services. Accordingly, You should review these Terms each time you use the Services and should You elect not to agree to such modified Terms, Your sole remedy shall be to terminate this Agreement in accordance with its terms. Your continued use of the Services will be deemed acceptance thereof.

16. **Trial Accounts.** Kikero may, but is not obligated to, provide a trial account to You, and this Agreement shall apply to your use of the Services during such trial account period.

17. **Miscellaneous.**

- a. **Privacy Policy.** This Agreement incorporated by reference Kikero's Privacy Policy, a copy of which can be found by link on Kikero's main webpage, or, at your request, e-mailed to you.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of British Columbia.
- c. **Survival.** Sections 3, 4, 5, 6, 8, 9, 11, and 13 of this Agreement shall survive any expiration or termination of this Agreement for any reason.
- d. **Headings.** The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- e. **Assignment.** This Agreement may not be transferred or assigned by You without the prior written consent of Kikero, in Kikero's sole discretion.

- f. **Notice.** Any notice or communication from one party to the other required or permitted to be given hereunder shall be in writing and either personally delivered, sent by postal service, sent via courier (with evidence of delivery in any case), or, in the case of notice of changes to these Terms, sent by e-mail or other electronic means. All notices shall be in English and shall be effective upon actual receipt, except for notices sent by e-mail or other electronic means, which shall be deemed to have been received the day after such notices are sent. Unless otherwise requested, all notices to Kikero shall be sent to the attention of "Legal" and may be sent by registered mail or courier to Kikero's registered office available through the British Columbia online registry.
- g. **Waiver.** The waiver by any party hereto of a breach or a default of any provision of this Agreement by another party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
- h. **Relationship.** The Agreement shall not be construed as creating any partnership, joint venture, or agency among the parties and no party shall be deemed to be the Legal Professional of any other party for the purposes of the Agreement. No party shall have and shall not represent itself as having, any authority to act for, to undertake any obligation on behalf of any other party, except as expressly provided in the Agreement.
- i. **Gender, Plural and Singular.** In the Agreement, unless the context otherwise requires, the masculine includes the feminine and the neuter genders and the plural includes the singular and vice versa, "or" is not exclusive" and "including" is not limiting, whether or not such non-limiting language (such as "without limitation" or "but not limited to") is used with reference to it, and modifications to the provisions of the Agreement may be made accordingly as the context requires.
- j. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein. This Agreement supersedes all previous communications between the parties, whether written or oral, with respect to the subject matter herein.

Last updated: April 4<sup>th</sup> 2019