



TERMS AND CONDITIONS

Welcome to Flex Legal Network Inc.! We offer a trusted platform allowing freelance lawyers, paralegals, and law clerks to be matched with in-house lawyers, lawyers in private practice and law firms who need short-term, project-based, freelance lawyer or law clerk assistance.

Please read these Terms and Conditions carefully. We reserve the right to change these Terms and Conditions from time to time without notice to you. By using any of our Services, now or in the future, you are agreeing immediately to the Terms and Conditions as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms and Conditions, please do not use our Services.

You consent to use our Platform and Services as described in the following paragraphs. By using our Platform and Services, you agree to abide by these Terms and Conditions and any Agreement you may sign or have signed.

1. WORDS YOU NEED TO UNDERSTAND

"Agreement" or "contract" means any agreement, contract and/or terms to which you and the Company may have agreed.

"Company", "we", or "us" means Flex Legal Network Inc. ("Flex")

"User", "You" or "Your" means anyone who accesses our Platform and any user of our Services. A User may be a Hiring Lawyer, a Freelancer, both, or neither.

"Freelancer" means a freelance lawyer, a freelance paralegal or a freelance law clerk who is a member of our network and has signed Flex's Freelancer Membership Agreement. Freelancers are not employees or independent / dependent contractors of Flex.

"Hiring Lawyer" means a User that is a lawyer in good standing with their applicable provincial law society who accesses our Platform and/or uses our Services.

"Flex Fee" means the fee paid by a Freelancer to Flex for its Services as set out in the Freelancer Membership Terms of Use. No fee is charged by Flex to a Hiring Lawyer for our Services.

"Freelancer Work Product" means any materials authored by a Freelancer, including but not limited to legal documents, written correspondence, video and audio communications.



“Services” means all services, features and functionalities provided by Flex, including but not limited to facilitating the connection of Freelancers to Users in order for the Freelancer to provide short-term freelance lawyer or law clerk services to the User as further set out in these Terms and Conditions. Flex is not a law firm, does not provide a lawyer referral service, nor serves as an employment agency. Flex provides a marketplace and Platform for Hiring Lawyers to connect with Freelancers for freelance lawyer or law clerk services.

“Platform” means our website, www.flexlegal.ca/www.flexlegalnetwork.com, and any other application or technology we may use to provide the Services.

“Terms and Conditions” includes this document and all the standard provisions that form part of every contract we may enter into with each User (including you) of any of our Services, as amended from time to time by us in our sole discretion, without notice to you.

2. CRITICAL RULES: RELATIONSHIP BETWEEN THE HIRING LAWYER AND THE FREELANCER

The ultimate decision to contract with a Freelancer rests solely with the Hiring Lawyer. You agree that it is your responsibility to review, understand, and agree to the terms of the contract between yourself and the Freelancer, including the terms of compensation for the Freelancer Work Product.

While Flex is not a party to the contractual relationship between the Hiring Lawyer and any Freelancer, Flex will review and forward the Freelancer’s invoice for the Freelancer Work Product to the Hiring Lawyer with instructions to pay the Freelancer directly.

The Freelancer’s relationship is with the Hiring Lawyer as an independent contractor, and not with any third party, including any party or person that the Hiring Lawyer represents (i.e. their end-client).

Users agree to fully comply with the following rules and understand that Flex will no longer provide Services to the User upon any violation of these rules:

- a) The Hiring Lawyer will maintain the solicitor-client relationship with their own clients,
- b) The Hiring Lawyer will act in a supervisory role and have sole responsibility for any Freelancer Work Product provided to their client,
- c) The Hiring Lawyer will exercise independent professional judgment and make all final decisions regarding the Hiring Lawyer’s clients and cases, and
- d) The Hiring Lawyer shall have sole responsibility in determining the fee charged to your client for the services provided by the Freelancer (see the



[How-To Guide: Billing out and Marking Up Freelance Lawyers' Fees to Clients\)](#)

3. ELIGIBILITY

Use of our Platform and all of our Services are intended solely for persons who are 18 years of age or older. Any use of, or access to any Services by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms and Conditions. By using any Services, you represent and warrant that you are at least 18 years of age.

4. DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY

a) Freelancer Work Product.

We do not review for legal competency, or exercise editorial control over, any of the Freelancer Work Product. Further, we do not guarantee, in any manner, the reliability, validity, competency, accuracy, or appropriateness of the Freelancer Work Product. If you access our Platform and Services, you rely on any information provided by the Freelancer at your own risk.

We are not liable for disputes, claims, losses, injuries, or damage of any kind arising out of or relating to the conduct of Users or Freelancers.

b) Technology Disclaimer.

We try to ensure that the availability and delivery of our Services is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Platform or Services become unavailable or access to them becomes slower or incomplete due to any reason such as system backup procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Platform or Services inaccessible to you.

c) Warranties Disclaimer.

We make no warranties as to our Platform and Services. You agree that our Platform and Services are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN



EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Platform and Services will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Platform and Services in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

d) *Force Majeure.*

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, pandemic or public health emergency excluding the current Covid-19 pandemic, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

e) *Links to Other Websites.*

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Platform and Services. We assume no responsibility for errors or omissions caused by other websites that may be referred to in our Platform and Services. We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

f) *Indemnification.*

You agree at all times to defend, indemnify and hold us harmless, as well as any of our agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses on a solicitor client basis, arising out of or related to our Platform and Services, or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions or in any other agreement with us, to the full extent permitted by applicable law.

g) *Limitation of Liability.*

Save and except for harm caused due to our wilful misconduct, to the fullest extent permitted by applicable law, we expressly exclude any liability for any direct,



indirect or consequential loss or damage incurred by you or others in connection with our Platform or Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for the defamatory, offensive or illegal conduct of any user of our Platform or Services.

5. YOUR CONDUCT.

You agree that you will not use our Services in any way that causes or is likely to cause the Platform and Services or access to them either to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to us.

You must use the Services for lawful purposes only.

6. INTELLECTUAL PROPERTY RIGHTS AND OUR LIMITED LICENSE TO YOU

Our Platform and Services, are our property, solely owned by or licensed to us and are protected by copyright, trademark, and other intellectual property laws.

The content in our Platform and Services, includes, but is not limited to, the design, layout, look, appearance, graphics of our Services, or any other material or aspects of materials provided by us to you.

If you access any of our Services through our Platform, you will be considered our licensee, and are granted a revocable, non-transferable license for personal, non-commercial use only. All rights not expressly granted in these paragraphs in these Terms and Conditions or in any written licence, are reserved by us.

When you access our Platform or use our Services, you agree that you are clearly and expressly PROHIBITED from doing any of the following acts:

- (a) You will not copy, share or steal our intellectual property.
- (b) You will not in any way use, copy, adapt or represent any of our Services, or their content in any way as if they are yours or created by you.
- (c) You will not engage in the Improper and/or Unauthorized Use of our Services.



(d) You will not duplicate, distribute, share, trade, sell, resale, reprint or republish or otherwise any part of our intellectual property to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business or commercial use or in any way that earns them money or for valuable consideration.

(e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our intellectual property, for publication or compilation into your own products, programs, or services for your own personal, business or commercial use or in any way that earns you money.

(f) You will not use our Services, in a manner that constitutes an infringement of our rights or that we have not first approved in writing.

7. MEDIA RELEASE

By participating in our Services, including on social media, you consent to testimonials, photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, and we reserve the right to use them in our sole discretion in our current or future Services, and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future. You may revoke your consent by sending an email to info@flexlegalnetwork.com.

8. DIVERSITY & INCLUSION POLICY

Flex's diversity policy is applicable to our policies and procedures, training, promotions, programs and the ongoing development of a Platform and Services built on the premise of gender and diversity equity that encourages and enforces respectful communication and cooperation between all Users and User contributions to the communities we serve. All Users have a responsibility to treat other with dignity and respect at all times. All Users are expected to exhibit conduct that reflects inclusion. Any User found to have exhibited any inappropriate conduct or behavior against others may be subject to removal from our Platform and / or prohibited from using our Services. Users who believe they have been subjected to any kind of discrimination that conflicts with our diversity policy should contact us at info@flexlegalnetwork.com.

9. COMMUNICATIONS: ZERO-TOLERANCE POLICY.

Flex values its Users, Hiring Lawyers and Freelancers and requires that all Users of the Platform and Services are respectful and civil in their communications with each



other and with Flex. Inappropriate comments and communications may be removed from the Platform, and the User may be subject to termination. Examples of inappropriate comments, harassment, and/or bullying, include, but are not limited to:

- a) Derogatory language/statements, slurs, negative stereotyping or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, or disability (including jokes or pranks that are hostile or demeaning with regard to race, color, religion, gender national origin, age, or disability);
- b) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, or disability and that is displayed on the comment network; or
- c) Sexual and gender-based harassment as described under the *Human Rights Code of Ontario*, R.S.O. 1990, c. H.19.

If you see something that you think may violate our guidelines, please help us by emailing info@flexlegalnetwork.com. We will review these reports and work as quickly as possible to remove content or communications that don't meet our guidelines, conduct an investigation, and commence a disciplinary action, where applicable.

10. CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms and Conditions and may be found [here](#).

11. TERMINATION

We reserve the right in our sole discretion to refuse or terminate your access to our Platform and Services, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration.

At Flex we work to create a trusted Platform for Users and Freelancers to connect. Sometimes, Hiring Lawyers and Freelancers who have met through Flex wish to work together outside of Flex. If this occurs, the Hiring Lawyer shall advise Flex in writing and the Freelancer is required to abide by all of their obligations as set out in the Freelancer Membership Terms of Use, and in particular their obligations regarding payment of the Flex Fee.



12. DISPUTE RESOLUTION

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the province of Ontario, selected jointly by us. Before seeking arbitration, you must contact us in writing by email, and include all of your reasons for dissatisfaction with the Services. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date with respect to the Services set out in the above email. No other actions or financial awards of consequential damages, punitive or aggravated damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment in any court of competent jurisdiction in Ontario.

By using our Services, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your email referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action against us.

You also agree that should arbitration take place, it will be held in the City of Toronto, in the Province of Ontario, Canada, as this is where our business is located, and you further agree that the winning party shall be entitled to all reasonable lawyer's fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private until the resolution of the dispute including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

13. GOVERNING LAW

These Terms and Conditions and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of Ontario and of Canada.



14. SURVIVAL

These Terms and Conditions, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our refund policy will survive the termination of our agreement by either you or by us.

15. ENTIRE AGREEMENT

These Terms and Conditions (which include any Membership Agreement executed by a Freelancer) supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Services, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms and Conditions.

16. SEVERABILITY

If any provisions in these Terms and Conditions are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Terms and Conditions and shall not affect the validity or enforceability of all other provisions in the Terms and Conditions, which shall remain in full force.

17. CONTACTING US

Whenever a provision in these Terms and Conditions state that you are to contact us in writing, we ask that you send an email to info@flexlegalnetwork.com. If you have any questions about any provisions in these Terms and Conditions, please contact us.