

## **Terms and Conditions**

*Last Modified: April 17, 2023*

### **Acceptance of the Terms and Conditions**

These terms and conditions are entered into by and between you (an individual or a single entity such as a firm, partnership or corporation (“Organization”)) and DivorceMate (“DivorceMate”, “we” or “us”). The following terms and conditions, together with any materials or documents specifically incorporated by reference, collectively, these “Terms and Conditions”, govern your access to and use of DivorceMate’s software, including both the desktop and cloud-based software and its content, as well as any services and information provided or offered by DivorceMate, including but not limited to consultation, installation, training, technical support, calculation support, services and access to DivorceMate University (collectively, the “Software and Services”).

Please read the Terms and Conditions carefully before you start to use the Software and Services. By using the Software and Services or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions. If you do not want to agree to these Terms and Conditions, you must not access or use the Software and Services.

### **DivorceMate Membership**

As a user of the Software and Services, whether an individual user or a partner, member, employee, temporary employee, student, or contractor of an Organization (collectively “User(s)”), you must have a DivorceMate membership (“DivorceMate Membership”), purchased at the applicable rate for your province, plus applicable taxes. All legacy annual subscription (“Annual Subscription”) licences and pay per use (“PPU”) client files will be automatically converted to DivorceMate Memberships.

If you are an Organization, you will be responsible for designating at least one person as an administrator (“Administrator”), who will manage your DivorceMate account, DivorceMate Memberships and purchases for the Organization.

You may not assign, transfer or lend your DivorceMate Membership to anyone else, without the prior written consent of DivorceMate.

### **Term and Payment**

Your DivorceMate Membership begins on the date of your first payment and continues for a twelve (12) month term, for the LEAP term if purchased with LEAP Legal Software, or, if you are a PPU user, for the earlier of the duration of the client file, two years from the creation of the client file, or PPU is no longer available (the “Term”).

If you are on a “per user per month” payment plan (“PUPM”), the total monthly amount payable during the Term is based on the number of DivorceMate Memberships purchased (“Total Monthly Amount”), and must be paid in advance each month. The Total Monthly Amount will be automatically charged to/debited from the method of payment you specified up front. You, or the Administrator, will receive an automatically generated receipt each month for the Total Monthly Amount. It is up to you to provide us with updated payment information at all times.

If you are on the legacy Annual Subscription payment plan, the total annual amount is based on the number of DivorceMate Memberships (previously known as licences) purchased, and must be paid in advance each year.

If you are a PPU user, you must purchase a DivorceMate Membership (ie. licence) for each new client file opened, that must be paid for in advance from your PPU account. Minimum non-refundable deposits to your PPU account are required and can be applied to new files created within one year of the deposit. Failure to purchase a single DivorceMate Membership for each client file will result in automatic termination of your PPU account.

You may purchase additional DivorceMate Memberships during the Term, as required, at the then standard PUPM, or annual subscription, or PPU rate, as applicable, for the balance of the Term.

During the Term, you may not reduce your DivorceMate Membership(s) or any additional DivorceMate Membership(s) purchased during the Term.

If you are on a PUPM payment plan, your DivorceMate Membership(s) will automatically renew at the end of the Term for another twelve (12) month term, or for the LEAP term if purchased with LEAP Legal Software, unless you terminate the DivorceMate Membership(s) pursuant to the "Termination" section below. Annual Subscriptions and PPU files will not automatically renew at the end of the Term.

DivorceMate reserves the right to suspend your DivorceMate Membership(s) if your Total Monthly Amount, your Annual Subscription payment, or your PPU payment, as applicable, is delinquent, and to pursue any and all remedies available to us.

All prices are subject to change upon notice. Such notice may be provided by an e-mail message to you or the Administrator, or in the form of an announcement/posting on DivorceMate's website at [www.divorcemate.com](http://www.divorcemate.com).

### **Right to Use the Software and Services**

Your purchase of a DivorceMate Membership and acceptance of the Terms and Conditions, grants you a non-exclusive, non-transferable, limited licence to use and access the Software and Services for your business purposes.

You agree not to reproduce, duplicate, modify, copy, create derivative works of, alter, sell, store, sublicense, publish, lease, transfer, resell or exploit access to or use of the Software and Services, or any portion thereof, without the express written permission from DivorceMate.

You agree not to modify, reverse engineer, adapt or otherwise tamper with the Software and Services, or modify another website so as to falsely imply that it is associated with DivorceMate, the Software and Services, DivorceMate Membership, or any other software or service provided by DivorceMate.

You agree not to use the Software and Services in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of these Terms and Conditions.

If you wish to make use of any material from the Software and Services other than as set out in this section, please address your request to: [support@divorcemate.com](mailto:support@divorcemate.com).

### **Intellectual Property Rights**

DivorceMate and its licensors retain all right, title, and interest in the Software and Services and its entire content, features, and functionality (including but not limited to all information, software, text, displays,

images, logos, product names, slogans, video and audio, and the design, selection and arrangement thereof, as well as any suggestions, feature requests, or ideas provided by you), collectively “DivorceMate’s Intellectual Property”.

DivorceMate’s Intellectual Property is protected by Canadian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and treaties.

Except for your non-exclusive licence to use the Software and Services pursuant to these Terms and Conditions, no other rights or licences, whether express, implied, arising by estoppel or otherwise are conveyed or intended by these Terms and Conditions. You may not alter, remove or otherwise infringe any of DivorceMate’s Intellectual Property, including downloaded content substantially adapted by you.

### **No Legal or Tax/Accounting Advice by Use of this Site**

The Software and Services is not a substitute for the professional judgment of a lawyer mediator, accountant, tax specialist, or other professional.

While the information contained within the Software and Services concerns legal and tax issues, it is not legal advice, legal representation, tax or financial advice. DivorceMate is not a law firm or an accounting firm and is not authorized to offer legal, accounting or tax advice to users of the Software and Services or anyone else.

Your use of the Software and Services does not create a solicitor-client relationship between you and DivorceMate, and/or any of the employees, licensors, members, officers, directors, agents, and/or independent contractors of DivorceMate (collectively, “Affiliates”).

### **ITC, Back-up, Storage, Transmission of Data**

The Software and Services may not operate on all hardware or platforms. It is your responsibility to ensure that your Information Technology and Communication Infrastructure (“ITC”) is compatible with the Software and Services. During the Term, the requirements to run the Software and Services may change from time to time, and DivorceMate does not warrant or guarantee that the Software and Services will continue to run on your existing ITC. DivorceMate is not responsible for any fees or costs that may arise from future software updates.

DivorceMate does not rectify hardware, operating system, or network problems or problems relating to third party software. DivorceMate does not accept any responsibility for defects, data corruptions, failures, or performance degradation caused by viruses, other software, or components of your ITC that may interfere with the way the Software and Services operates.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output.

You are responsible for ensuring that all of the data, information and work that you input into or create in the Software and Services (“Data”) that is stored locally (ie. any desktop Software and Services) is backed up. You have no claim against DivorceMate for any loss or damages to Data stored locally.

You acknowledge and agree that DivorceMate is using third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, back up and related technology required to run the cloud-based Software and Services. All of your Data associated with the cloud-based Software and Services is stored on redundant servers in Canada.

You acknowledge and agree that the technical processing and transmission of Data in the cloud-based Software and Services uses industry standard encryption and may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You agree that we are acting on your behalf in transmitting all Data.

## **Accessing the Software and Services**

If you have a DivorceMate Membership, you may access the Software and Services.

You are responsible for:

- making all arrangements necessary for you to have access to the Software and Services;
- ensuring that all persons who access the cloud-based Software and Services through your internet connection or the desktop Software and Services locally have DivorceMate Memberships and are aware of these Terms and Conditions and comply with them.

We reserve the right at any time, and from time to time, to modify, withdraw or discontinue, temporarily or permanently, the Software and Services, and/or any component of the Software and Services, in our sole discretion, with or without notice. Continued use of the Software and Services following any modification constitutes your acceptance of the modification.

We reserve the right to temporarily suspend access to the Software and Services for operational purposes, including, but not limited to, maintenance, repairs or installation and upgrades.

All access to and use of the Software and Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Software and Services is strictly prohibited.

## **Account Security**

To access the Software and Services and set up your DivorceMate Membership, you will be required to provide certain registration details or other information. It is a condition of your DivorceMate Membership that all the information you provide regarding your DivorceMate Membership is correct, current and complete.

Once you choose, or are provided with, a username, customer number, password or any other piece of information as part of our security procedures (collectively, "Security Information"), you must treat such Security Information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to your DivorceMate Membership using your Security Information. You agree to notify us immediately of any unauthorized access to or use of your DivorceMate Membership, Security Information, or any other breach of security. You also agree to ensure that you exit from the Software and Services at the end of each session. You should use particular caution when accessing your DivorceMate Membership from a public or shared computer so that others are not able to view or record your Security Information, or use the Software and Services.

Organizations are responsible for all access to and use of the Software and Services by their Users with DivorceMate Memberships, and will implement policies and procedures to prevent unauthorized use of their Users' Security Information, and will promptly notify DivorceMate upon suspicion that a Users' Security Information has been lost, stolen, compromised, or misused.

DivorceMate is not liable for any harm related to authorization, disclosure, misuse or theft of your Security Information. You will be liable for any access to and use of the Software and Services through your Security Information.

We have the right to disable any Security Information at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

## **Confidential Information and Security**

Much of the Data in the Software and Services is confidential personal information regarding you, your clients, or other persons ("Confidential Information"). You represent and warrant that you will, at all times during the Term and thereafter, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, collection, use, transmission, processing, receipt, reporting, disclosure, viewing, maintenance, and storage of the Data, including Confidential Information (collectively the "Use of the Data, including Confidential Information").

You represent and warrant that you will use your best efforts to cause all persons or entities under your direction or control to comply with such laws.

You are, at all times during the Term and thereafter, solely responsible for obtaining and maintaining all legally necessary consents or permissions, required or advisable, for Use of the Data, including Confidential Information, in connection with the Software and Services.

DivorceMate cannot and does not assume any responsibility for your Use of the Data, including Confidential Information, or misuse thereof while using the Software and Services.

You grant DivorceMate and its Affiliates a non-exclusive, royalty free right to view, monitor, audit, receive, retrieve, process, store, maintain, transmit and otherwise use your Data, including Confidential Information, in connection with the operation of the Software and Services, and to ensure compliance with these Terms and Conditions. You further grant permission to DivorceMate to generate a lawyers' database in the Software and Services, and to generate, publish and sell aggregate, anonymized reports on system usage and data trends and types, using your Data, including Confidential Information.

The security of your Data, including Confidential Information, is important to DivorceMate. We agree to use generally accepted industry standards and commercially reasonable efforts to maintain the security and confidentiality of such Data, including Confidential Information, and to prevent its disclosure to third parties except in connection with the transmission, storage, retrieval, and disclosure of such Data, including Confidential Information, on your behalf and as may be required or permitted by law, in connection with the Software and Services. DivorceMate cannot, however, guarantee the absolute security of such Data, including Confidential Information.

## **Termination**

If you are on a PUPM payment plan, you may terminate your DivorceMate Membership(s) at the end of the Term by providing us with 30 days' advance written notice.

If you terminate your DivorceMate Membership(s) before the end of the Term, there are no refunds for periods of unused or partial DivorceMate Memberships during the Term.

DivorceMate, in its sole discretion, has the right to suspend or terminate your DivorceMate Membership(s) without notice for non-compliance with these Terms and Conditions, or for any other reason, with or without cause, and to pursue any other remedy legally available to us.

Upon termination, cancellation or suspension of your DivorceMate Membership, we have the right to delete your Data from the cloud-based Software and Services at our discretion.

These Terms and Conditions will survive the termination of your DivorceMate Membership(s).

## **No Warranties**

DivorceMate provides the functions, capabilities and intellectual property of the Software and Services on an “as is” and “as available” basis. Your use of and reliance on the Software and Services, including any information obtained from or links provided on the Software and Services by us or any third party, is solely at your own risk.

DivorceMate and its Affiliates expressly disclaim any and all warranties, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights with respect to the Software and Services. Among other things, DivorceMate and its Affiliates do not warrant that:

- the Software and Services is accurate and representative of the law in your jurisdiction;
- the Software and Services will meet any needs or specific requirements/expectations;
- the Software and Services will be available, uninterrupted, useable, timely, up-to-date, and secure;
- the Software and Services will be free of viruses, unauthorized codes, or other harmful or destructive components or code;
- the Software and Services, and any results or information obtained therefrom, will be accurate, complete, appropriate, reliable, timely, and free of errors, omissions, misinformation and/or defects;
- any errors, omissions, misinformation and/or defects in the Software and Services will be corrected;
- there will be no security breaches of Data, Security Information, Confidential Information or other information from the use of the Software and Services, including security breaches experienced by any third party vendors or hosting partners;
- there will be no loss of Data subsequent to a modification to the Software and Services or any component thereof, or subsequent to a cancellation, suspension or termination of the Software and Services; and/or
- the quality of any products, services, information, or other material purchased or obtained through the Software and Services will meet any needs or expectations.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **Limitation of Liability**

DivorceMate and its Affiliates expressly disclaim liability to you or any other individual or entity for any and all losses or damages of any kind, under any legal theory, including any direct, indirect, special, incidental, compensatory, exemplary, consequential or punitive damages, including but not limited to damages for personal injury, pain and suffering, mental distress, loss of profits, loss of business opportunities, loss of goodwill, loss of use, loss of revenue, loss of data, or other intangible losses (even if DivorceMate has been advised of the possibility of such damages), and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, caused by your use of and reliance on the Software and Services, including any information obtained from or links provided on the Software and Services by us or any third party. Among other things, DivorceMate and its Affiliates are not liable for any claims, losses or damages for:

- the use of or the inability to use the Software and Services;
- any inaccuracy in the Software and Services and any failure to be representative of the law in your jurisdiction;
- any failure of the Software and Services to meet any needs or specific requirements/expectations;
- the failure of the Software and Services to be available, uninterrupted, useable, timely, up-to-date, and secure, at any time or for any period;
- any viruses, unauthorized codes, distributed denial-of-service attack, or other technologically harmful or destructive components or code in the Software and Services that may affect your computer equipment, computer programs, data or other proprietary material due to your use of the Software and Services or to your downloading of any material posted on it, or on any software or information linked to it;
- any failure of the Software and Services, and any results or information obtained therefrom, to be accurate, complete, appropriate, reliable, timely, and free of errors, omissions, misinformation and/or defects;
- any failure to correct any errors, omissions, misinformation and/or defects in the Software and Services;
- security breaches of Data, Security Information, Confidential Information or other information from the use of the Software and Services, including security breaches experienced by any third party vendors or hosting partners;
- any loss of Data subsequent to a modification to the Software and Services or any component thereof, or subsequent to a cancellation, suspension or termination of the Software and Services;
- the quality of any products, services, information, or other material purchased or obtained through the Software and Services;
- the cost of procurement of substitute goods and services;
- any price change, suspension or discontinuance of the Software and Services;
- any reliance on the Software and Services;
- any statements or conduct of any third party on the Software and Services;
- any other matter whatsoever relating to the Software and Services.

If, notwithstanding these Terms and Conditions, DivorceMate should have any liability to you or any third party for any loss, harm, or damage, you agree that such liability shall under no circumstances exceed the lesser of \$1,000 or the fees you paid to us during the twelve (12) months immediately preceding the day the act or omission occurred which gave rise to your claim. You agree that the foregoing limitation of liability is an agreed upon allocation of risk between you and DivorceMate which considers the fees, if any, DivorceMate charges you to use the Software and Services. You acknowledge that absent your agreement to this limitation of liability, DivorceMate would not provide the Software and Services to you.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **Indemnification**

You agree to defend, indemnify and hold harmless DivorceMate and its Affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees, expert fees, and other costs of litigation) arising out of or relating to your violation of these Terms and Conditions or your use of the Software and Services, other than as expressly authorized in these Terms and Conditions.

## **Governing Law and Jurisdiction**

All matters relating to the Software and Services and these Terms and Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), collectively “Disputes/Claims”, shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein,

The courts of Ontario (and subsequent appellate courts) will have the exclusive jurisdiction to settle any Disputes/Claims. You waive any and all objections to the exercise of jurisdiction over you by the courts of Ontario.

## **Waiver and Severability**

The failure of DivorceMate to enforce any provision of these Terms and Condition shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

If any provision of these Terms and Conditions is found to be contrary to law, the remaining provisions of these Terms and Conditions will remain in full force and effect.

## **Entire Agreement**

The Terms and Conditions and the agreed upon payment terms, constitute the sole and entire agreement between you and DivorceMate with respect to the Software and Services and your DivorceMate Membership(s), and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Software and Services and your DivorceMate Membership(s) (including but not limited to, any prior versions of the Terms and Conditions).

## **Changes to the Terms and Conditions**

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them on the DivorceMate website, [www.divorcemate.com](http://www.divorcemate.com), and apply to your access to and use of the Software and Services thereafter.

Your continued use of the Software and Services following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check the Terms and Conditions from time to time so you are aware of any changes, as they are binding on you.

## **Notice, Comments and Concerns**

All legal notices should be addressed to DivorceMate Software Inc., c/o 88 Queens Quay West, 25<sup>th</sup> Floor, Toronto, Ontario, M5J 0B6. Notices will be deemed effective upon receipt.

All other feedback, comments, requests for technical support and other communications relating to the Software and Services and DivorceMate Membership(s) should be directed to: [support@divorcemate.com](mailto:support@divorcemate.com).