

Counself

General Terms & Conditions

Effective Date: December 1, 2018

1. INTRODUCTION

Thank you for choosing us to be your Vendor Procurement and Management Solution including, but not limited to, the Counself application (“Application”), Counself’s products and services (“Services”), and websites (“Site”).

- 1.1. These Terms and Conditions contain the terms under which Counself Inc (“Counself”, “we”, “us” and/or “our”) and its affiliates provides Services to its Service users and visitors (“you”, “your”) and describe how the Services may be accessed and used.
- 1.2. Depending on which Services you use, additional terms and policies may apply (“Additional Terms”).
 - a) Those Additional Terms will become a part of your agreement with us if you use those Services. We refer to the combination of this Terms and Conditions and any applicable Additional Terms collectively as these “Terms”.
 - b) Legal Service Providers (“LSP”), Law Firms, and any of their partners, employees and contractors who register with Counself.com will be bound by our Terms and Conditions for LSPs. If there is any inconsistency between these Terms and the Terms and Conditions for LSPs, the Terms and Conditions for LSPs shall prevail.
 - c) Companies who purchase Services from and register with the Application and/or Site will be bound by these Terms and Conditions.

2. WEBSITE AND APPLICATION

- 2.1. This Site is owned and operated by Counself Inc. (“Counself”, “we”, “us”, “our”). By accessing and/or using this Site and related services, you agree to these General Terms and Conditions, which include our Privacy Policy (available here). You should review our Privacy Policy carefully and immediately cease using our website if you do not agree to it.
- 2.2. We provide procurement, compliance, business development, and management services to companies and law firms. Our Services are provided via our private cloud-based platform, the Application, which consists of, but is not limited to:
 - a) **“Core Platform”** – which includes a “Library” module for centralized storage of documentation, “Forms”, and a “Marketplace” to search for legal service providers.
 - b) **“RFP tool”** – which allows companies to find and engage legal service providers and allows firms to compose responses to Requests.
 - c) **“Agreements”** – which allows clients and vendors to send, collaborate on, and sign legal contracts and agreements.
 - d) **“Vendor Compliance & Management”** – which provides a framework for companies to review and manage their compliance due diligence and approved outside counsel, and assists law firms to manage their certifications and relationships with companies.
- 2.3. We are not a Law Firm or attorney referral service and do not offer any legal representation, legal advice, legal opinions, recommendations, referrals, or counseling. Law Firm and attorney users are not the employees or agents of Counself. Any use of the Application and/or Site is not intended to, and does not, create an attorney-client relationship with or transfer Power of Attorney to Counself.
- 2.4. We provide our Services as-is, and we make no promises or guarantees about these Services.
 - a) We provide the Application and Site as-is, without warranty of any kind. Counself expressly disclaims all warranties, whether express, implied, or statutory, regarding the Application, Site, and Services including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement.
- 2.5. All users of the Application, Site, and Services will be bound by our Privacy Policy.

3. LINKED SITES

- 3.1. Our Site may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.
- 3.2. Counselself does not represent that it has reviewed such third-party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

4. ACCURACY OF AND CHANGES TO INFORMATION

- 4.1. **Changes to Website:** The information on our Site is not comprehensive and is intended to provide a summary of the subject matter covered.
 - a) While we use all reasonable attempts to ensure the accuracy and completeness of the information on our Site, to the extent permitted by law, we make no warranty regarding the information on our website. You are responsible to monitor any changes to the information contained on our Site.
 - b) We may, from time to time and without notice, change or add to the Site (including the Terms) or the information, products, or services described in it. However, we do not undertake any guarantees to keep the Site updated. We are not liable to you or anyone else if errors occur in the information on the Site or if that information is not up-to-date. Any inquiries about information on the Site can be directed to info@counselself.com.
 - c) We hold an ISO 27001:2013 certification but are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Site or a linked website. You must take your own precautions to ensure that whatever you select for your use from our Site is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 4.2. **Changes to Terms.** Counselself may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionalities. We encourage you to frequently check this page for any changes to these Terms. Your continued use of the Application, Site, and Services after the effective date of a revised version of these Terms constitutes your acceptance of it.
 - a) Any changes will be posted to the location at which those terms appear. We may also, but are not required to, provide notification of changes on our blog, social media accounts, or via email.
 - b) Changes will be effective no sooner than the day they are publicly posted.
 - c) In order for certain changes to become effective, applicable law may require us to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.
- 4.3. **Changes to Services.** Counselself constantly changes and improves Services.
 - a) We may add, alter, or remove functionality from a Service at any time without prior notice.
 - b) We may also limit, suspend, or discontinue a Service at our discretion. If Counselself discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service.
 - c) Counselself may remove Content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practical under the circumstances.

5. CONDITIONS OF USE

You are responsible for your conduct, Content, and communications with others. You must comply with the following requirements when using the Application, Site, and Services.

- 5.1. You must use the Services:
 - a) in compliance with, and only as permitted by, applicable law.
 - i) If you are an individual, you may only use Services if you have the power to form a contract with Counselself. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with Counselself, you may not use the Services.
 - ii) If you are using the Services on behalf of a business entity, you warrant that the business is validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

- iii) You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving the Services, or are on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to purchase any paid Services from Counsel.
 - b) honestly, ethically, professionally, transparently and in good faith; and
 - c) in such a way as not to bring us or any other User of the Application and/or Site into disrepute.
- 5.2. Specifically, you shall not:
- a) use or attempt to use any other User's account;
 - b) infringe our intellectual property rights, including by using the name of the Application, Site, Services, or our logos in any business name, email, or URL (except as expressly permitted by these Terms or with our prior written consent);
 - c) resell or lease the Application, Site, or, Services;
 - d) transmit any viruses, malware, or other types of malicious software, or links to such software, through the Application or Site, and/or post anything that contains software viruses, worms or any other harmful code;
 - e) copy or use the information, content, material or data on the Application or Site in connection with a competitive service;
 - f) probe, scan, or test the vulnerability of any Counsel or affiliated entity's system or network, unless authorized by us in writing;
 - g) interfere with normal operations of or monitor the Application and/or Site's availability, performance, or functionality for any purpose;
 - h) attempt to access the Application and/or Site by using a method other than what has been expressly granted to you, made available through Counsel interfaces, and/or instructions that we provide;
 - i) circumvent or attempt to circumvent any limitations that Counsel imposes on your account or override any security feature of the Application and/or Site;
 - j) engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Application and/or Site. We will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to an acceptable level;
 - k) If your use of Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless we have agreed with you otherwise. You may not use the Application or Site in a way that would subject Counsel to those industry-specific regulations without obtaining Counsel's prior written agreement.

6. PRICING & FEES

- 6.1. **Fees and Payments for Services:** You agree to pay to Counsel any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the agreed upon billing method. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.
- 6.2. **Subscriptions:** Some of our Services are billed on a subscription basis ("Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis ("Billing Cycle"). Billing Cycles are typically monthly or annual, depending on what subscription plan you select when purchasing. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal by contacting us. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating.
- 6.3. **Taxes.** Unless otherwise stated, you are responsible for any taxes (other than Counsel's income tax) or duties associated with the sale of the Services, including any related penalties or interest ("Taxes"). You will pay Counsel for Services without any reduction for Taxes. If Counsel is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Counsel with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.
- 6.4. **Price Changes.** Counsel reserves the right to change the fees charged for Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Counsel will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.
- 6.5. **Overage Fees.** Unless otherwise stated, any overage fees incurred by you will be billed in appears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

7. REGISTRATION

You may use our services only if you have completed the registration process. By registering, you are agreeing to be legally bound by these Terms.

- 7.1. We retain the exclusive right to determine whether you will be permitted to use the Application, Site, or any of our Services. We may require you to submit a formal application for access to particular Services and we may allow you access to some, but not all, of our Services, at our discretion.
- 7.2. Access to the Counself application and/or Counself.com and any of our Services is provided “as is”. We make no warranties, express or implied representations or guarantees as to the merchantability and/or fitness for any particular purpose or otherwise with respect to the Application, Site, or any of our Services, their content, availability or functionality. We give no guarantee that the Application, Site, or any of our Services will operate error-free and you acknowledge that your use of the Application, Site, and any of our Services may be subject to errors, malfunctions, disruptions or other failures.
- 7.3. We may send you notices or service of process using the contact details provided with your registration.

8. ACCOUNT MANAGEMENT

- 8.1. **Password Security:** If you have been issued an account by Counself in connection with your use of Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Counself, are responsible for any activity occurring in your account (other than activity that Counself is directly responsible for which is not performed in accordance with prior agreed upon agreements terms), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Counself immediately. Accounts may not be shared and may only be used by one individual per account.
- 8.2. **Keep Your Details Accurate.** Counself occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.
- 8.3. **Account Inactivity.** Counself may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

9. CONTENT

The Application and/or Site may display content provided by others that is not owned by us. Such content (“Content”) is the sole responsibility of the entity that makes it available.

- 9.1. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Application and/or Site. We are not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use Content from the Application and/or Site unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.
- 9.2. **Confidentiality** Counself will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our Privacy Policy). However, your Content is not regarded as confidential information if such Content
 - a) is or becomes public (other than through breach of these Terms by Counself);
 - b) was lawfully known to us before receiving it from you;
 - c) is received by Counself from a third party without knowledge of breach of any obligation owed to you;
 - d) is independently developed by us without reference to your Content.
- 9.3. **Monitoring** You acknowledge that, in order to ensure compliance with legal obligations, we may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Counself otherwise has no obligation to monitor or review any content submitted to the Application and/or Site.
- 9.4. **Backups** We do our best to protect and provide backups of your information, but you are responsible for maintaining, protecting, and backing up your Content. To the extent permitted by applicable law, Counself will not be liable for any failure to store, or for loss or corruption of, your Content.

10. SUSPENSION AND TERMINATION OF SERVICES

We have the right (though not the obligation) 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 Application, Site, and Services to any User or person for any reason, with or without prior notice.

- 10.1. **By You.** If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle. Contracts will be subject to their own agreed-upon termination terms. Termination of your use of the Services and/or your relationship with Counselself does not terminate attorney-client relationships or obligations agreed upon with other users or your relationship with any Client you have retained through the Application and/or Site. All legal, contractual, and ethical duties, obligations and responsibilities survive termination of the Counselself relationship.
- 10.2. **By Us.** We may terminate your access to all or any part of the Application and/or Site at any time, with or without cause, with or without notice, effective immediately.
 - a) We may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. We may also suspend providing the Services to you if we are investigating suspected misconduct by you.
 - b) If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where we may decide that we need to take immediate action without notice. Counselself has no obligation to retain your Content upon termination of the applicable Service.
- 10.3. **Further Measures.** If Counselself stops providing the Services to you because you repeatedly or egregiously breach these Terms, Counselself may take measures to prevent the further use of the Services by you, including blocking your IP address.
- 10.4. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. INTELLECTUAL PROPERTY RIGHTS

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). These Terms do not transfer from us to you, any Counselself or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under these Terms.

- 11.1. All intellectual property rights (including all copyright, design rights, patents and innovation patents, trademarks and service marks, database rights, domain names, and any applications for the foregoing, know how, processes and business methods, whether or not registered or capable of registration and all information, content, material or data displayed in the Application and/or Site) belong to us or our licensors and all such rights are reserved.
- 11.2. Counselself® is our trademark. You may not use the name Counselself, Counselself Inc, or represent that you are affiliated with us in any way except if you register with the Application and/or Site and you are specifically permitted with written consent.
- 11.3. You may not and may not permit any third party to use, copy, modify, publish, extract, display, disclose, license, transfer, reproduce, or create derivative works from any information, content, material or data displayed on the Application or Site without our prior written consent. However, you may print, copy, download or store information, content, material or data displayed on the Application and/or Site for your own internal business operations, subject to the following conditions:
 - a) you may not use any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen-scraping' software process, program or system;
 - b) you must retain and may not remove any notices concerning copyright, trade mark or any other intellectual property ownership;
 - c) no business names, logos, trademarks or service marks displayed on the Application and Site may be printed or downloaded, except as part of the text of which they form part;
 - d) you must ensure that the status of us or our licensors as authors of any information, material, data or information is acknowledged and attributed.

12. PRIVACY

All individuals who register with the Application and/or Site must disclose certain personal information to us in order to use our Services. Such information is required in order for us to operate and to provide our services.

- 12.1. In the course of use, you may submit Content to the Application and/or Site (including your personal data and the personal data of others) or third-parties may submit Content to you through the Application. We know that by giving us your Content, you are trusting us to treat it appropriately. Counsel's Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that we may use and share your Content in accordance with our privacy policies.
- 12.2. In the event that you disclose any personal information to us or any company or other user of the Application and/or Site, you are confirming that the individual to whom such information relates has agreed to the terms of the Privacy Policy. In the event that you or any of your authorized Users do not agree to the terms of the Privacy Policy, you should immediately cease to access or use the Application, Site, and/or Services.
- 12.3. Counsel responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA).
 - a) DMCA Take-Down Notices. If you are a copyright owner or an agent of a copyright owner and believe, in good faith, that any materials provided on the Application and/or Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) by sending a properly formatted take-down notice in writing to support@counsel.com or by mail at 23 Corporate Plaza Suite 150 Newport Beach, CA, 92660.
 - b) Response to DMCA Take-Down Notices: If Counsel acts in response to an infringement notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by that party to us.
 - c) Response to DMCA Counter-Notices. If a counter-notice is received by us, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content will be reinstated on the Website in 10 to 14 business days after receipt of the counter-notice.
- 12.4. Counsel respects the intellectual property rights of others, and we expect our users to do the same. If you believe a Counsel user is infringing upon your intellectual property rights, you may contact us form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

13. NOTICES AND COMMUNICATIONS

- 13.1. If you want to send us notices or service of process, please contact us:
 - a) online at: info@counsel.com
 - or
 - b) by mail at:
InfiniGlobe LLC
23 Corporate Plaza Dr, STE 150
Newport Beach, CA 92660
- 13.2. We use email and electronic means to stay in touch with our Users. For contractual purposes, you
 - a) consent to receive communications from Counsel in an electronic form via email or via the Service;
 - b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Counsel provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. This section does not affect your non-waivable rights.

14. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 14.1. **Disclaimer:** While it is in our interest to provide you with a great experience when using the Application, Site, and/or Services, there are certain things we do not promise about them. We try to keep our Services up, but they may be unavailable from time to time. We do not guarantee that Services will be available at all times and under all circumstances. Except as expressly provided in these Terms and to the extent permitted by applicable law, Services are provided "as is"

and we do not make warranties of any kind, express, implied, or statutory, including those of merchantability, fitness for a particular purpose, and non-infringement or any regarding availability, reliability, or accuracy of Services.

- 14.2. **Limitations of Liability:** To the extent permitted by applicable law, Counsel Inc, its affiliates, officers, employees, agents, suppliers, and licensors will not be liable for any indirect, consequential, special, incidental, punitive, or exemplary damages whatsoever, including damages for lost profits, loss of use, loss of data, arising out of or in connection with the services and these terms, and whether based on contract, tort, strict liability, or any other legal theory, even if Counsel has been advised of the possibility of such damages and even if a remedy fails of its essential purpose.
- a) To the extent permitted by applicable law, the aggregate liability of Counsel, its affiliates, officers, employees, agents, suppliers, and licensors arising out of or in connection with Services and these terms will not exceed the amounts paid by you to Counsel for use of the Services at issue during the 12 months prior to the event giving rise to the liability.
- 14.3. **Release & Indemnification:** Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Counsel, and its respective employees, directors, agents, and affiliates (collectively “disclaiming entities”) from and against any claim, suit, demand, loss, liability, damage, action, or proceeding arising out of or relating to:
- a) your breach of any provision of this agreement;
 - b) your use of the services;
 - c) your obligations to pay amounts owed under this agreement, including without limitation any reversals, chargebacks, claims, fines, fees, penalties and attorneys’ fees;
 - d) disputes with one or more Users;
 - e) negligence or willful misconduct of your employees, contractors, or agents; and
 - f) all third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions.

15. CONTRACTING ENTITY

- 15.1. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Counsel Inc.
- 15.2. For any Services provided by Counsel, the following provisions will apply to any terms governing that Service:
- a) References to “Counsel”, “we”, “us”, and “our” are references to Counsel Inc., a Delaware corporation.
 - b) Those terms are governed by the laws of the State of Delaware (without regard to its conflict of laws provisions).
 - c) Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Delaware, and the federal courts located in Wilmington, Delaware, with respect to the subject matter of those terms.

16. OTHER TERMS

- 16.1. You may not assign these Terms without Counsel’s prior written consent, which may be withheld in our sole discretion. We may assign these Terms at any time without notice to you.
- 16.2. These Terms (including Additional Terms) constitute the entire agreement between you and Counsel, (unless other Agreements are created, defined, and agreed upon by all Parties) and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.
- 16.3. The relationship between you and Counsel is that of independent contractors, and not legal partners, employees, or agents of each other.
- 16.4. The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.
- 16.5. A party’s failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.
- 16.6. To the extent any conflict exists, the Additional Terms prevail over this Terms and Conditions with respect to the Services to which the Additional Terms apply.
- 16.7. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.
- 16.8. There are no third-party beneficiaries to these Terms.

16.9. These Terms are governed by and construed in accordance with the laws of the State of California, USA and the Federal laws of the United States without giving effect to any conflict of law principles. You agree to submit to the exclusive jurisdiction of the applicable State and Federal courts.

17. AGREEMENT

17.1. These Terms govern the use of the Application, Site, and Services by all users. You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these terms and conditions by:

- a) accepting these Terms during registration, by executing a document that references them, or by using the Application and/or Site.
- b) If you will be using the Application and/or Site on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.