

LEGALFY TERMS

THESE **LEGALFY TERMS** ("Terms") constitute the agreement between Legalfy and Lawyer (together the "Parties" and each a "Party"). The Parties agree as follows:

1. **Demand Packages.** Legalfy promises to provide and Lawyer promises to pay for high-quality demand packages ("Packages") in accordance with payment and delivery terms to be confirmed by email between the Parties.
2. **Termination.** Either Party may terminate these Terms for convenience upon email notice to the other Party, but Lawyer shall remain liable for unpaid invoices and Legalfy for paid-for, undelivered Packages. The following provisions shall survive termination: Termination, Intellectual Property Rights, Confidentiality, Representations & Warranties, Liability, Arbitration and Class Action Waiver, and General Terms.
3. **Intellectual Property Rights.** These Terms do not grant either party any rights, implied or otherwise, to the other's content or intellectual property, unless expressly stated otherwise in these Terms. "Lawyer Content" refers to anything that Lawyer or his/her client(s) submit to Legalfy together with any Packages produced by Legalfy for and paid for by Lawyer. Legalfy does not claim ownership of and assumes no liability for Lawyer Content.
4. **Confidentiality.** Each Party (the "Receiving Party") may have access to certain confidential information ("Confidential Information") provided by the other Party (the "Disclosing Party") or at the Disclosing Party's direction. "Confidential Information" means all Lawyer Content together with any information that Legalfy communicates to Lawyer that an ordinary lawyer would consider to be confidential. Confidential Information does not include any information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) rightfully disclosed to the Receiving Party by a third party; (c) already in Receiving Party's possession prior to the date of receipt from Disclosing Party without restriction; or (d) independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, and (2) not disclose, distribute, or disseminate the Confidential Information to any third party, except as permitted by this Agreement or to the extent necessary to comply with applicable law.
5. **Security & Privacy.** Legalfy shall maintain industry-standard physical, technical, and administrative safeguards to protect the security, confidentiality, and integrity of Confidential Information. Legalfy shall manage all data in accordance with the [Legalfy Privacy Policy](#).
6. **Representations & Warranties.** Legalfy makes no warranties or guarantees of any kind whatsoever, express or implied. The content provided is for informational purposes only and is not professional advice. The services do not constitute legal advice or medical advice or create an attorney-client relationship. Legalfy disclaims liability for actions taken or not taken based on the content provided.
7. **Liability.** Legalfy shall not be liable for indirect, special, incidental or consequential damages, including, but not limited to, loss of profits, loss of revenues, data loss or usage, or loss of opportunities, arising out of or relating to this agreement or the services, even if Legalfy has been advised of the possibility of such damages. Legalfy's total liability arising out of or relating to this agreement and/or the services, regardless of cause or theory of recovery, shall not exceed one hundred dollars (\$100). To the extent liability of a party cannot be disclaimed, excluded or limited as aforesaid under applicable law, such liability shall be disclaimed, excluded and limited to the fullest extent permitted under applicable law.
8. **Arbitration and Class Action Waiver.** All disputes, regardless of legal theory, between Legalfy and Lawyer, that relate to, directly or indirectly, these Terms or our provision of Services ("Claims") shall be resolved through binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration provision extends to questions of interpretation, applicability, enforceability, and formation of this provision and these Terms, including arbitrability and whether any aspect of this Agreement is unconscionable or illusory, and any defenses to arbitration, including waiver, delay, laches, unconscionability, and estoppel. Nothing in this section will be deemed as preventing either Party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or other proprietary rights. The Parties agree to waive class action and jury trial rights. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This waiver applies to class arbitration, and, unless the Parties agree otherwise, the arbitrator may not consolidate more than one petitioner's claims.
9. **General Terms.** These Terms establish only an independent contractor relationship between the Parties. If any part of this Agreement is found to be invalid or unenforceable, the remainder will remain in effect and be construed to give effect to the intent of the Parties. These Terms represent the entire agreement, superseding all prior agreements, and can only be amended in a writing signed by both Parties. Failure to exercise any right does not waive subsequent rights. Obligations are binding on representatives, assigns, and successors. Neither Party is liable for delays caused by force majeure events. Legalfy can recover attorney's fees for collecting owed monies. No drafting presumption applies, and each signatory has the authority to execute these Terms. These Terms may be executed in multiple counterparts and are governed by Florida law. The Parties submit to the jurisdiction of the courts in Fort Lauderdale, Florida. Arbitration will be governed by the Federal Arbitration Act.