

TERMS OF SERVICE

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Version 1.0

Welcome to Seed Lawyers, the most effective way for lawyers interested in taking on a stake in their client's company and entrepreneurs to connect. The following is our Terms of Service, which outlines the rules that govern your use of Seed Lawyers. Here goes.

These Terms of Service (this "Agreement") constitute a binding agreement between Seed Lawyers, Inc. (collectively with its subsidiaries and affiliates, "Seed Lawyers") and you with respect to all information, data, graphics, content, software applications, and other Seed Lawyers products and services provided, facilitated or otherwise made accessible on the website located at www.SeedLawyers.com, via our telephone service, chat service, or mobile application (collectively, the "Services", and such website, the "Site"), and your use of and access to the Site and Services. In this Agreement, "we", "us", "our" and other similar references mean Seed Lawyers and "you", "your", "user" and other similar references mean you, as a specific user of the Site and/or Services.

IF YOU DO NOT AGREE TO THESE TERMS THEN YOU MAY NOT ACCESS OR USE THE SITE AND/OR SERVICES. BY USING AND ACCESSING THE SITE (OTHER THAN TO REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT), YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS BELOW. YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE SITE AND/OR THE SERVICES, BECAUSE THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. YOU SHOULD ALSO RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS. ALL CAPITALIZED TERMS (SUCH AS 'SERVICES', 'AGREEMENT', ETC.) SHALL HAVE THE MEANING SET FORTH IN THIS AGREEMENT.

1. Eligibility to Use the Site and Services

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site or the Services. If you are under the age of 18, you may not use the Site or Services.

2. Use of the Site and Services

2.1 Only a Forum

Seed Lawyers is an Internet forum that facilitates communication between legal professionals and potential users of legal services. Seed Lawyers acts as a venue for providers and purchasers of legal services to communicate and exchange information. Attorneys may create an attorney account (an “Attorney Account”) and become a member attorney (“Member Attorney”). Potential users of legal services can create an account by providing Seed Lawyers with basic registration information via the Site or Services (a “Client Account” and collectively with Attorney Accounts, “Accounts”).

If you choose to register and create an Account, you agree to provide us with accurate, complete registration information. It is your responsibility to inform us of any changes to that information by updating your registration information in your Account.

In order to provide an optimal forum for potential users of legal services and legal professionals, Seed Lawyers provides software to facilitate communication, but Seed Lawyers does not involve itself in the actual preparation of documents or signature of agreements between attorneys and clients or the actual representation of clients, nor do we enforce any agreements facilitated through our platform. Therefore, we cannot ensure the completion of such an agreement or the integrity of either party. You, and not Seed Lawyers, are solely responsible for assessing the integrity, honesty, and trustworthiness of all persons with whom you communicate via the Site and/or the Services.

Seed Lawyers does not guarantee that you will successfully find legal representation through Seed Lawyers. Seed Lawyers takes no position and offers no opinion on when or if an attorney-client relationship has been formed between an attorney and a user of the Site or Services.

2.2 Seed Lawyers Does Not Screen or Vouch for Any of Its Users

Providing a service where potential clients and legal professionals can meet does not imply an endorsement of any Member Attorney, service provider or user of our Site or Services. Seed Lawyers makes no representation concerning any Member Attorney's qualifications, nor does it sanction statements any Member Attorney may post or state via the Site or Services. Seed Lawyers does not verify the identity of its users or its Member Attorneys, nor does it vouch for the accuracy of any user's statements.

Seed Lawyers makes no representation concerning any representations made by users through Client Accounts, and Member Attorneys are strongly recommended to conduct due diligence as they would with any investment in a company, through sweat equity or otherwise. It is the Member Attorneys' responsibility to vet any potential clients they connect with through this site.

You are strongly advised to perform your own investigation prior to selecting a legal professional by making confirming telephone calls to the appropriate licensing authorities to verify listed credentials and education, searching any available databases of the appropriate licensing authorities to verify listed credentials and education, and to further verify information about a particular subscribed attorney by confirming with the lawyers office and the state bar association

2.3 Seed Lawyers Does Not Provide Legal Advice

Seed Lawyers is not a law firm. Seed Lawyers offers no legal advice, recommendations, mediation, or counseling under any circumstance. Seed Lawyers encourages you not to accept as advice any information received from any source found on this service, unless it is from an attorney you have retained. The hiring of an attorney is a critical decision and should not be predicated solely on comments, recommendations, advertisements, or other content provided via the Site or the Services. You acknowledge that under no circumstances is, Seed Lawyers providing legal advice or representation.

2.4 Disclaimer of Representations

Seed Lawyers makes no representation, guarantee, or warranty (express or implied) as to the legal ability, competence, professional qualifications, or quality of representation which may be provided by any of the Member Attorneys or any other attorneys, law firms or legal service providers that you may otherwise interact with via the Site or Services.

2.5 Seed Lawyers is not a Referral Service

Seed Lawyers is not a lawyer referral service and does not provide such services. Seed Lawyers is a listing or directory of individuals that are Member Attorneys, which is provided solely for information purposes. Seed Lawyers provides tools to assist you to identify relevant Member Attorneys who may assist with your legal needs, but you acknowledge that Seed Lawyers does not recommend, endorse, or qualify any particular Member Attorney to assist you with your legal needs.

You also agree that the results of a search on our website do not constitute an attorney referral service and that the result of any search on our website simply matches with your search parameters. You are not limited to the Member Attorneys shown as a result of your search, and are not required to choose any Member Attorney to provide legal services at all. We do not analyze the factual circumstances of your legal matter and only provide results based on your specific search parameters, and therefore are not a lawyer referral service.

2.6 Seed Lawyers Does Not Split Fees with Attorneys

Seed Lawyers does not accept payments from Member Attorneys in the form of percentages of fees generated for such Member Attorneys.

2.7 Engagement Letters and Other Contractual Attorney-Client Relationships

Should you and a Member Attorney choose to formalize the scope or nature of an attorney-client relationship, it is the Member Attorney's responsibility to send an engagement letter or any such documents or contract to you and to ensure their proper execution. Seed Lawyers provides software for matchmaking between you and Member Attorneys only and assumes no responsibility for monitoring or ensuring the successful exchange or execution of such documents, such being the sole responsibility of the relevant Member Attorney. Seed Lawyers does not define the scope or nature of the relationships between Member Attorneys and users of the Site or Services.

2.8 Equity Agreements

Should you and a Member Attorney choose to formalize the scope or nature of an attorney-client relationship that includes the transfer or potential future transfer of equity, such transfer or future potential transfer, the terms and conditions of that transfer, and the agreement itself shall be negotiated between you and the Member Attorney.

It is the responsibility of the Member Attorney to evaluate whether equity agreements in general and any specific equity agreement in return for legal services is allowed in any and all jurisdiction(s) the Member Attorney is licensed to practice in, for following any and all ethics requirements to enter into such agreements allowed in any and all jurisdiction(s) the Member Attorney is licensed to practice in, in addition to complying with any relevant statutory and regulatory laws that are applicable.

2.9 Attorney-Client Relationship and Confidentiality

You acknowledge that any form of use of the Site or Services is not intended to and will not create an attorney-client relationship between any person or entity and Seed Lawyers, and that you have no expectation of privacy or confidentiality of communications occurring through the Site or Services, whether those exchanges are with a Seed Lawyers representative or a Member Attorney.

2.10 Attorney Ethics and Practice of Law

If you are an attorney participating in any aspect of Seed Lawyers, including but not limited to participation as a Member Attorney, you acknowledge that the Rules or Codes of Professional Conduct (“Rules”) of the jurisdiction(s) in which you are licensed apply to all aspects of your participation in the Site and Services and you represent and warrant that you will abide by such Rules. Seed Lawyers disclaims all responsibility for your compliance with these rules.

2.11 No Endorsement of Lawyers

Seed Lawyers does not select, approve, or otherwise endorse any particular attorney, law firm, or provider of legal services on Seed Lawyers. Any and all such recommendations or other User Submissions are from third parties and are inherently subjective in nature and could be

inaccurate or incomplete. Therefore, Seed Lawyers expressly disclaims any representation or warranty that such User Submissions are correct or reliable. UNDER NO CIRCUMSTANCE SHALL SEED LAWYERS HAVE ANY LIABILITY TO YOU FOR ANY RELIANCE ON INFORMATION CONTAINED ON OR OBTAINED THROUGH THE SITE OR SERVICES. SUCH RELIANCE SHALL BE SOLELY AT YOUR OWN RISK.

2.12 User Disputes

You are solely responsible for your interactions with other Seed Lawyers users. Seed Lawyers retains the right, but expressly disclaims any obligation, to become involved in any dispute between you and any other user or users of Seed Lawyers.

3. License

We own all right, title, and interest in and to the Seed Lawyers content we post on the Site or otherwise make available through the Services (“Our Content”). We grant you a non-exclusive, revocable, worldwide, royalty-free, non-transferable and non-sublicensable license to access and use Our Content. Such use must be consistent with the terms of this Agreement and the terms of any other agreement between you and Seed Lawyers in effect from time to time.

With respect to all content you choose to post on the Site or otherwise make available through the Services (“User Submissions”), you represent and warrant that all User Submissions are solely your intellectual property or that you have obtained any and all necessary consents, approvals and licenses to make use of such User Submissions and to grant us the license granted below, and you represent and warrant that your User Submissions do not and will not violate any applicable law, violate or infringe the intellectual property rights or other property rights of Seed Lawyers or any third party, or violate or breach any agreement or other obligation to which you or such User Submission is subject. You are solely responsible for your User Submissions and you agree not to submit User Submissions that violate this Agreement in any way.

You grant us a non-exclusive, worldwide, royalty-free, perpetual, transferable and sublicensable license to use, distribute, reproduce, publish, reprint, modify, adapt, publicly display and/or publicly perform your User Submissions, in whole or in part, in original form or as edited or

modified by Seed Lawyers, in all languages and forms, in all media now known or hereafter developed, for any commercial or noncommercial purpose.

4. Infringing Content

We reserve the right to terminate the access of you or any other user who infringes third party copyright or other third party intellectual property rights or other property rights, whether through unauthorized User Submissions or otherwise, upon prompt notification to us by the third party rights holder or its legal agent.

Any person or entity who or which believes that his, her or its intellectual property has been copied and posted via the Site in a way that constitutes infringement shall provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the rights holder; (b) an identification and location on the Site or Services of the property that is claimed to be infringed; (c) a written statement by such person that he, she or it has a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) such person's name and contact information, such as telephone number or e-mail address; and (e) a statement by such person that the foregoing information in the notice is accurate and, under penalty of perjury, that the person delivering the notice is the owner of the property in question or authorized to act on the owner's behalf. Notices to us regarding any alleged infringement should be directed to us at info@seedlawyers.com.

5. Rules for Using the Site and Services

All content we make available through the Site and Services, whether Our Content or User Submissions, is provided solely for your personal use and is not for commercial exploitation, unless authorized in this Agreement or otherwise in writing between you and Seed Lawyers. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, transfer or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the Site or Services' architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site or the Services without our prior written permission. You may not copy, modify, reproduce, republish, distribute, display, perform or transmit for commercial, non-profit or public purposes all or any portion of the Site or the Services, except to the extent permitted above. You may not use or otherwise export or re-export

the Site or Services or any portion thereof, or any software available on or through the Site or Services in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Site or the Services is expressly prohibited. Seed Lawyers does not authorize the harvesting or collection of names or addresses from the Site or the Services for the purpose of sending unsolicited e-mail, or for any other purpose.

You may not employ any language or content that is unlawful, obscene, vulgar, defamatory, abusive, threatening, profane, invasive of privacy or publicity rights, false, libelous, slanderous or otherwise objectionable. You may not upload, distribute or make available anything that may be harmful to minors or otherwise violates any applicable law. You may not take any action or upload, distribute or make available any content that violates, misappropriates or infringes upon the rights of others in any way, including any patents, copyrights, trademarks, trade secrets, rights of privacy, rights of publicity, or moral rights of Seed Lawyers or any third party. You may not upload, distribute or make available content that contains advertising, publicity or solicitation for a product or services that did not receive prior written approval from Seed Lawyers. You may not use the Site or the Services to collect any personally identifiable information, including profile names, e-mail addresses or other such information for commercial purposes, except as otherwise expressly permitted by the terms of this Agreement and the terms of any other written agreement between you and Seed Lawyers in effect from time to time. You may not use the Site or the Services in any jurisdiction that does not give effect to all provisions of this Agreement.

Without limiting the generality of the above, you may not:

- use the Site or the Services in any manner that could damage, disable, overburden or impair the Site or the Services or any server or other hardware associated with the Site or the Services;
- use the Site or the Services to contact any other person for purposes not expressly permitted under this Agreement and the terms of any other agreement between you and Seed Lawyers in effect from time to time;
- interfere with any other party's use and enjoyment of the Site or the Services;
- frame or otherwise display content from a source other than the Site or the Services in conjunction with Our Content or User Submissions;
- circumvent any technological measure used by Seed Lawyers to control access to or use of the Site or the Services;
- use the Site or the Services in any manner to deceive, defraud, or mislead any person;

- use the Site or Services to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- use any Seed Lawyers-owned mark or product name as a meta-tag or other ‘hidden text’ for search engines in a manner that does not inure to the benefit of Seed Lawyers;
- post any User Submissions that are unlawful, purposely false or misleading, or that promote or encourage illegal activity.

If you believe another user is in violation of any portion of this Agreement, please notify us at info@seedlawyers.com.

Seed Lawyers has no obligation or intent to edit, monitor or screen User Submissions and is not responsible for the content in, or linked to or from, User Submissions. Seed Lawyers may, and retains the right to, examine Seed Lawyers for adherence to this Agreement and remove any materials that may be objectionable, violate this Agreement, or law, but expressly disclaims any and all warranties or representations that it will do so in any specific instance. By using Seed Lawyers, you acknowledge and agree that Seed Lawyers is under no obligation to monitor, edit, or remove any User Submissions solely upon your insistence and that Seed Lawyers may modify, remove, or refuse to post User Submissions without notice.

You are granted a limited, non-exclusive right to create a text hyperlink to the Site provided such link does not portray Seed Lawyers, any of its products and services, or any professional or professional services entity in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that, in Seed Lawyers’s sole determination, is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use the Seed Lawyers logo or other proprietary graphic of Seed Lawyers to link to the Site without Seed Lawyers’s consent. Further, you may not use, frame or utilize framing techniques to enclose any Seed Lawyers trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Seed Lawyers's consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Seed Lawyers or any third party.

6. Changes to This Agreement

We reserve the right to change the terms of this Agreement at any time, and will notify you of any material change to this Agreement or our Privacy Policy by means of a posting on the Site. Updated versions of this Agreement will appear on the Site and are effective immediately. If you have an Account with Seed Lawyers, we may also deliver written notice to you before posting updated versions of this Agreement.

7. Privacy and Your Account

Seed Lawyers' Privacy Policy forms part of this Agreement and is incorporated herein by reference.

To deactivate your Account, please email or call us via the contact information listed under "Contact Us" at the end of this Agreement. Seed Lawyers does not guarantee that it will maintain a backup copy of your User Submissions or other documents or information you have uploaded to the Site or Services in the event you deactivate your Account. You should download any such content prior to deactivating your Account.

We store the information described above on servers located in the United States, and we may also store such information on servers and equipment in other countries. We take commercially reasonable steps to ensure that your data is secure.

8. No Performance Warranty

You use the Site and the Services, information on the Site and the Services, and materials linked from the Site and the Services at your own risk. We do not represent, warrant or guarantee (a) the accuracy, reliability, completeness, adequacy or currency of the information contained in, provided by, or linked to on the Site or the Services, (b) that the Site and the Services will be error-free, free of viruses or other harmful components, (c) that known defects will be corrected, or (d) that the Site or the Services will always be accessible. We may make improvements and/or changes to the Site and the Services, and their features, functionality or content thereof at any time in our sole discretion.

9. Third Party Content

Third party content, messages and services may appear on the Site or Services or may be accessible through links from the Site or Services. Seed Lawyers is not responsible, and assumes no liability, for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood or obscenity in the statements, opinions, representations or any other form of content contained in any third party content appearing on or accessible from the Site or Services. You acknowledge that the information and opinions in the third party content are neither endorsed or controlled by, nor reflect the beliefs of, Seed Lawyers.

10. Advertisers and Sponsors

You acknowledge that the Site and/or the Services may contain advertising and sponsorships. Advertisers and sponsors are solely responsible for ensuring that material submitted for use on the Site and/or the Services is accurate and complies with any and all applicable laws. You agree that Seed Lawyers will not be responsible for the illegality or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers or sponsors.

You also agree that any advertised or sponsored material does not constitute an endorsement of an attorney, law firm, or provider of legal services or a referral to an attorney, law firm, or provider of legal services. You have the ability to select another attorney, law firm, or provider of legal services if one or more non-advertised or non-sponsored attorney, law firm, or provider of legal services is responsive to your search, or to not use any attorney, law firm, or provider of legal services, sponsored, advertised, or otherwise.

11. Unlawful Activity

We reserve the right in our sole discretion to investigate complaints, actual, potential or alleged violations of this Agreement or other agreements applicable to us and any actual, potential or alleged violations of applicable law, but we undertake no obligation to do so. In connection with any such investigation, we may take any action we deem appropriate including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties, and disclosing any information necessary or appropriate to such persons relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. If you encounter any prohibited content, material or other potential violations

on the Site or the Services, you should be immediately report such content or violations to info@seedlawyers.com

12. Disclaimer

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS AND "AS AVAILABLE" BASIS. SEED LAWYERS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SEED LAWYERS SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY THIRD PARTY WEBSITES (OR MOBILE APPLICATIONS, LINKS, ETC.) OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS ON THE SITE AND/OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY ERRORS IN OR OMISSIONS THEREFROM, (B) THE UNAVAILABILITY OF THE SITE AND/OR THE SERVICES, OR ANY PORTION THEREOF, (C) YOUR USE OF THE SITE AND/OR THE SERVICES (D) ANY USER SUBMISSIONS, AND (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE OR THE SERVICES. SEED LAWYERS FURTHER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY LOSS OF DATA STORED ON OR BY MEANS OF THE SITE OR THE SERVICES, AND DISCLAIMS LIABILITY FOR ANY LOSS OF DATA OR OTHER DAMAGE ARISING FROM SPYWARE, MALWARE, OR OTHER THIRD-PARTY CAUSES. SEED LAWYERS FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SITE AND/OR THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, ERROR OR DELAY FREE, SECURE, OR FREE FROM BUGS, VIRUSES OR OTHER PROGRAM LIMITATIONS.

WHERE ANY JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET FORTH ABOVE IN A PARTICULAR CIRCUMSTANCE, THEN SEED LAWYERS SHALL BE ENTITLED TO THE BENEFIT OF SUCH DISCLAIMERS AND LIMITATIONS TO THE MAXIMUM EXTENT PERMITTED BY SUCH APPLICABLE LAW IN SUCH PARTICULAR CIRCUMSTANCE.

13. Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SEED LAWYERS IS TO DISCONTINUE YOUR USE OF THE SITE AND/OR THE SERVICES. SEED LAWYERS SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE SITE AND/OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND/OR EXPENSES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE AND/OR THE SERVICES. SEED LAWYERS' SOLE LIABILITY TO YOU FOR DAMAGES SHALL BE LIMITED TO (A) THE AMOUNT YOU HAVE PAID TO SEED LAWYERS or (B) US\$100.00, WHIEVER AMOUNT IS LESS. FURTHER, SEED LAWYERS SHALL NOT BE LIABLE IN ANY INSTANCE WHATSOEVER FOR ACTIONS BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS AND SOLICITATIONS.

THE LIMITATIONS SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SEED LAWYERS. SEED LAWYERS WOULD NOT BE ABLE TO PROVIDE YOU WITH THE SITE AND/OR THE SERVICES WITHOUT SUCH LIMITATIONS.

14. Indemnification

You are solely liable for any User Submissions, content, messages, verbal or written statements, or other information you upload to or make available or communicate through the Site or the Services. You agree to defend, indemnify, and hold Seed Lawyers, its affiliates, contractors, suppliers, directors, employees and agents harmless from any and all claims, costs, damages, judgments, and liabilities (including but not limited to reasonable attorney's fees) from any third party claim arising out of or relating to: (a) your violation of any term of this Agreement, (b) your use of or access to the Site and/or the Services, (c) your User Submissions, (d) any improper, unauthorized or illegal uses of your Account, Attorney Profile, or password, and (e) your violation of any rights of a third party, including without limitation any property or privacy right.

15. Remedies for Violations

We reserve the right to seek any and all remedies available at law and/or in equity for violations of this Agreement, including without limitation the right to block access to the Site and/or the Services from a particular Internet address or phone number. Our remedies shall be cumulative and the availability to us of any remedy or our exercise or enforcement of any right shall not limit or preclude the availability to us of any other remedy or our exercise or enforcement of any other right.

16. Dispute Resolution by Arbitration / No Class Action

You understand and agree that all claims, disputes or controversies between you and Seed Lawyers arising under or related to this Agreement, the Site and/or the Services, Our Content, User Submissions, or the use or operation of the Site and/or the Services, including tort and contract claims, claims based upon any federal, state or local statute, law, order, decree or judgment, and the issue of arbitrability, shall be resolved by final and binding arbitration before the American Arbitration Association (“AAA”), in accordance with the Commercial Arbitration Rules of the AAA. The arbitration shall be held in New York, New York, U.S.A. Each party shall bear its own fees, costs and expenses, and one-half of the AAA’s fees, costs and expenses, except as otherwise provided in “Indemnification” under this Agreement. The arbitrator may not include the payment of attorney’s fees or expenses as part of any award, except as otherwise provided in “Indemnification” under this Agreement.

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN COURT. YOU SHOULD CONSULT LEGAL COUNSEL TO DETERMINE WHETHER THIS ARBITRATION CLAUSE IS APPROPRIATE FOR YOU. YOU CAN OPT OUT OF THE ARBITRATION BY FOLLOWING THE INSTRUCTIONS IN THE LAST PARAGRAPH OF THIS ARBITRATION CLAUSE.

YOU UNDERSTAND THAT UNLESS YOU EXERCISE THE RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN

COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOURSELF AND SEED LAWYERS AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

RIGHT TO OPT OUT: IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION CLAUSE, YOU MUST NOTIFY SEED LAWYERS IN WRITING WITHIN SIXTY (60) DAYS AFTER SUCH TIME AS YOU BECOME BOUND BY THIS AGREEMENT AS SET FORTH ABOVE IN THE SECTION TITLED "OVERVIEW", OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. YOU MUST SEND YOUR REQUEST TO US VIA THE CONTACT INFORMATION AT THE END OF THIS AGREEMENT. YOUR REQUEST MUST INCLUDE YOUR TELEPHONE NUMBER(S) AND A CLEAR STATEMENT OF YOUR INTENT TO OPT OUT, SUCH AS "I REJECT THE ARBITRATION CLAUSE STATED IN THIS AGREEMENT."

EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, THE DISPUTE RESOLUTION PROCEDURE SPECIFIED ABOVE APPLIES AND, WE AND YOU EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. Governing Law

This Agreement and your use of the Site and Services shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York (even if your use is outside of the State of New York), without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to this Agreement that is not arbitrable under Section 16 of this agreement, the Site and/or the Services shall be filed only in the state and federal courts located in New York County, New York and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

18. Entire Agreement

This Agreement (together with the Privacy Policy, the Attorney Terms and any other agreement between you and Seed Lawyers in effect from time to time) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior written or oral agreements between Seed Lawyers and you regarding such subject matter.

19. Severability/Waiver/Headings

If any portion of this Agreement is adjudicated to be invalid, illegal or unenforceable, such provision will be deemed to be deleted, but the validity legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired, and this Agreement will be enforceable as so modified. Failure of Seed Lawyers to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

20. Termination

You have the right to discontinue your use of the Site and the Services any time upon notice to Seed Lawyers, and Seed Lawyers has the unlimited right to terminate or limit your access to the Site and/or the Services at any time and for any reason and without notice. In the event of termination, you are no longer authorized to access or use the Site and/or the Services. Seed Lawyers has the unlimited right to delete User Submissions without notice at any time and for any reason. The restrictions imposed on you with respect to content acquired and uploaded or transmitted via the Site and/or the Services, and the disclaimers, limitations of liabilities, indemnity provisions, and dispute resolution provisions set forth in this Agreement, shall survive. In any event, all of Seed Lawyers's rights under this Agreement (and to the extent applicable, all of the rights under this Agreement of its affiliates, and its affiliates' directors, officers, employees, contractors, representatives and agents, licensees and licensors) shall survive any termination of this Agreement.

21. No Implied Third Party Beneficiaries

Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement by name, class, description or otherwise) any benefit or any right under any legislation in any country to enforce any provisions of this Agreement, except as expressly contemplated in this Agreement.

22. Shortened Statute of Limitations

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THE SERVICES, OR THE SUBJECT MATTER OF THIS AGREEMENT MUST BE

COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

23. No Assignments or Transfers

You may not assign this Agreement or your rights and obligations hereunder, in whole or in part, to any third party without Seed Lawyers's prior written consent (in its sole discretion), and any attempt by you to do so in violation hereof will be void and ineffective. Seed Lawyers may assign this Agreement and its and/or your rights and/or obligations under this Agreement (in whole or in part) without restriction and without notice to you. This Agreement shall inure to the benefit of, and may be enforced by, you and Seed Lawyers and your and Seed Lawyers's respective permitted successors and assigns.

24. Force Majeure

Seed Lawyers's performance under this Agreement are subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, dingo invasion, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

25. Consent to Electronic Communications

Seed Lawyers will generally communicate with its users by electronic means, such as e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

26. Contact Us

You can contact Seed Lawyers at:

400 W 43rd St., Apt. 13N

New York, NY 10036

Tel: 585-469-2313

Email: info@seedlawyers.com