The Legal Stuff

Since we use BizCounsel Too... Here's all the legal stuff relating to your membership with us.

In this document you'll find your:

- Terms of Service
- Legal Plan Contract
- Registered Agent Terms
Terms of Services
Terms of Service

1. I understand and agree that BizCounsel is not a law firm or an attorney, and may not perform services performed by an attorney. No attorney-client relationship or privilege is created with BizCounsel.

2. I understand that these Terms of Service require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to me in the event of a dispute as described in the BizCounsel arbitration agreement, contained in Paragraph 10 of these Terms of Service.

3. Electronic Records and Signatures. I give BizCounsel consent to affix my electronic signature where required to file my documents. I understand I may withdraw my consent, provided my documents have not already been filed, by calling BizCounsel Customer Care at (800) 260-5500.

4. Limitation of Liability and Indemnification. EXCEPT AS PROHIBITED BY LAW, I WILL HOLD BIZCOUNSEL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY ME OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF BIZCOUNSEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF BIZCOUNSEL, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO ME.

5. Terms of Use. I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and in agreeing to these Terms of Service, I acknowledge that I have read and agree to those Terms of Use, which are incorporated herein by reference.
6. Additional Terms. I understand that my purchase may be subject to additional terms and conditions. I understand that BizCounsel legal plans are subject to the Legal Plan Contract and Subscription Agreement. If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.

7. Third Party Services. If I purchased a product that involves third party services, I understand that I may be required to accept additional terms located on the third party’s site. The third party may contact me by email and/or phone with instructions on how to access my benefits. BizCounsel hereby disclaims liability for any information, materials, products or services posted or offered as part of any third party services. BizCounsel is not liable for any failure of products or services offered or advertised at those sites. A third party may have a privacy policy different from that of BizCounsel and the third party website may provide less security than the BizCounsel site.

8. Future Products and Services. If I choose to add a product or service to my order subsequent to this initial purchase, these Terms of Service will apply to that additional product or service purchase as well.

9. DISPUTE RESOLUTION BY BINDING ARBITRATION.

(A) Consent to Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Los Angeles, California, before a single arbitrator under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(B) Venue. Except to the extent that arbitration is required in subsection (A) of this section, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any dispute arising under this agreement may only be instituted in state or federal court in Los Angeles County, California. Accordingly, you and BizCounsel consent to the exclusive personal jurisdiction and venue of such courts for such matters.

(C) Injunctive Relief. The provisions of subsections (A) and (B) of this section will not apply to any legal action taken by BizCounsel to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the website, any content, or BizCounsel’s intellectual property rights (including such that we may claim that may be in dispute), or BizCounsel’s operations.
(D) WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND BIZCOUNSEL AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR BIZCOUNSEL WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

10. Filing Fees. Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, name reservation fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, courier fees and other transactional fees incurred on your behalf by BizCounsel.

11. Reviews. After your purchase, you may receive an email survey request from BizCounsel. You may also write a review on the website. If you complete the survey or submit a review, your opinions may be posted, in whole or in part, on the website or used in marketing material. The review may be accompanied by limited identifying information, such as your first name and last initial, the product you purchased, your gender, city and/or state, and age range.

12. Access to World Wide Web; Internet Delays. To use BizCounsel services, I must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. I am responsible for providing all equipment necessary to make such connection to the World Wide Web, including a computer and Internet access. Access to certain BizCounsel services may be limited or delayed based on problems inherent in the use of Internet and electronic communications. I understand that BizCounsel is not responsible for delays, delivery failures, or other damage resulting from such problems.

13. Force Majeure. BizCounsel shall not be considered in breach of or default under these Terms of Service or any contract with me, and shall not be liable to me for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public
authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, BizCounsel may immediately terminate these Terms of Service and shall have no liability to me for or as a result of any such termination.

14. Right to refuse. I acknowledge that BizCounsel reserves the right to refuse service to anyone.

15. I understand that these terms affect my legal rights and obligations. If I do not agree to be bound by all of these terms, I will not use this service. By proceeding with my purchase, I agree to these Terms of Service.

Updated: October 18, 2018
BizCounsel Legal Plan Contract

This is a contract between us, BizCounsel, Inc. ("BizCounsel") and you, (the “BizCounsel Member,” "Member," “you,” or “your”), for the BizCounsel legal plan services described below ("BizCounsel Legal Plan" or “Plan”). This agreement is effective as of the date you accept its terms by purchasing a BizCounsel Legal Plan or accepting a free trial thereof (the "Effective Date"). If you sign up for a BizCounsel Legal Plan, you accept these terms, conditions, and limitations. Please read this agreement carefully.

LEGAL PLANS ARE NOT A SUBSTITUTE FOR ACCOUNTING, BUSINESS, TAX, OR OTHER PROFESSIONAL ADVICE OR SERVICES.

1. Incorporation of Additional Terms
Your use of BizCounsel.com and membership in a BizCounsel Legal Plan are also subject to your acceptance of our Terms of Use, Privacy Policy, Terms of Service, and the pricing or promotional terms described in your electronic onboarding email, each of which is incorporated herein by reference.

2. BizCounsel Legal Plan Membership; Assignment.
We reserve the right to accept or refuse membership in our discretion. You may not transfer or assign your BizCounsel Legal Plan or these benefits.

3. Benefits of BizCounsel Legal Plans. BizCounsel Legal Plans offer the following benefits according to the plan the Member is enrolled in (collectively, the "Plan Benefits"): (a) BizCounsel Legal Plan Benefits. Paid membership in any BizCounsel Legal Plan provides the following benefits:

(i) Phone Consultations. Telephone consultations with a participating firm (the "Provider Law Firm"), during normal business hours, of up to one half (1/2) hour for each new legal matter ("Phone Consultation"). If the Provider Firm determines after the Phone Consultation that a follow-up consultation is necessary, it may, in its sole discretion, offer the Member a follow-up Phone Consultation at no additional charge.

(ii) Discounts for Additional Legal Services. If a Member engages the Provider Law Firm for services not included in the Plan, the Member is entitled to the following discounts:

1. BizCounsel Members have access to a menu of discounted flat fee legal services listed on the BizCounsel rate card, as it may be updated from time to time, at the specified discounted price for Members. The purchase of a flat fee service from the BizCounsel rate card entitles the purchaser to one (1) Phone Consultation and one (1) round of revisions. In the event the purchaser desires additional work or has further questions
beyond these limitations, additional work will be charged at the applicable discount on hourly rates provided in this agreement.

2. In the event the matter is not included in the rate card or, in the sole discretion of the Provider Law Firm, the matter is not suitable for flat-fee pricing, the legal services shall be provided at a twenty percent (20%) discount from the Provider Law Firm’s standard hourly rates for representation, as such rates are reported to BizCounsel.

(b) Additional Benefits for BizCounsel Premium Members. BizCounsel Members with paid membership in a BizCounsel Premium plan (“BizCounsel Premium Members” or “Premium Members”) shall receive the following benefits in addition to the Plan Benefits described above (together, “BizCounsel Premium Plan Benefits”):

(i) Monthly Contract Reviews. Review by a Provider Law Firm of contracts up to ten (10) consecutive pages total in length and one (1) telephone consultation of up to one half (1/2) hour concerning the contract, at a scheduled appointment during normal business hours, to advise the BizCounsel Premium Member on any areas of concern and the implication of those provisions and their conformity to state or federal law (“Premium Contract Review”). The Premium Member must either be a party to or otherwise have an interest in the agreement pertinent to the Premium Member’s business. Premium Members are entitled to two (2) Premium Contract Reviews per month. If further legal services are required or requested by the Premium Member beyond those described in this subsection, such services shall be provided at the applicable discount provided in Section 3(a)(ii). Premium Contract Reviews are subject to all exclusions from Plan Benefits and any other limitations set forth in this agreement.

(c) Additional Benefits for BizCounsel Pro Members. BizCounsel Members with paid membership in a BizCounsel Pro plan (“BizCounsel Pro Members” or “Pro Members”) shall receive the following benefits in addition to the Plan Benefits described above (together, “BizCounsel Pro Plan Benefits”):

(i) Monthly Contract Reviews. Review by a Provider Law Firm of contracts up to fifteen (15) consecutive pages total in length and one (1) telephone consultation of up to one half (1/2) hour concerning the contract, at a scheduled appointment during normal business hours, to advise the BizCounsel Pro Member on any areas of concern and the implication of those provisions and their conformity to state or federal law (“Pro Contract Review”). The Pro Member must either be a party to or otherwise have an interest in the agreement pertinent to the Pro Member’s business. Pro Members are entitled to two (2) Pro Contract Reviews per month. If further legal services are required or requested by the Pro Member beyond those described in this subsection, such services shall be provided at the applicable discount provided in Section 3(a)(ii). Pro Contract Reviews are subject to all exclusions from Plan Benefits and any other limitations set forth in this agreement.

(ii) Monthly Contract Drafting Credit. Pro Members are entitled to a $50 credit to be used toward either custom document drafting or contract review services provided by a BizCounsel Provider Law Firm each month in accordance with the following:
1. **Pro Members on Monthly Plans.** Pro Members on a monthly Legal Plan will receive access to their first monthly credit award on the date that their first payment for the applicable plan is received by BizCounsel, and will receive each additional monthly credit award on the first of each succeeding month for the duration of membership. In the event your payment method is declined or otherwise fails, you will have fifteen (15) days to correct the issue. If you fail to correct the issue within 15 days, all accrued credits will be lost and your membership may be cancelled pursuant to this agreement. If a monthly credit award is not used in its entirety in the month the credit was awarded, the balance will roll over and you will be able to use the credits along with any other unused credits for six (6) months from the date the applicable credit was awarded. Balance roll-overs are subject to a maximum balance of $300. If the balance in your account exceeds this amount, your oldest credit award(s) will be forfeited until your balance is $300 or less. There is no limit to the number of transactions you may apply your credits to. You may accumulate and use monthly credits toward any single transaction or transactions, subject to the limitations provided herein. Credits are nontransferable and may not be combined with credits from another BizCounsel membership. If you cancel your membership, any accrued credits will be immediately forfeited. If your monthly payment date is later than the date that you received your monthly credit award, and you used the credit award for that month before you cancelled your membership, you will be responsible for reimbursing BizCounsel for the amount of the credit award, and you expressly authorize BizCounsel to charge any payment method on file.

2. **Pro Members on Annual Plans.** Pro Members that have paid for a year of membership will receive immediate access to all twelve months of their monthly $50 credits in a lump sum totaling $600 on the date that their full payment for the annual membership is received by BizCounsel, and will receive an additional $600 lump on the date that payment is received for each annual renewal membership term. In the event your payment method is declined or otherwise fails, you will have fifteen (15) days to correct the issue. If you fail to correct the issue within 15 days, all accrued credits will be lost and your membership may be cancelled pursuant to this agreement. If the $600 credit award is not used in its entirety during the membership year the credit was awarded, the balance will not roll over into subsequent membership terms. There is no limit to the number of transactions you may apply your credits to. Credits are nontransferable and may not be combined with credits from another BizCounsel membership. If you cancel your membership, any accrued credits will be immediately forfeited.

**(d) Free Trial Plans.** Participation in a BizCounsel free trial provides the trial participant with a complimentary telephone consultation with a Provider Law Firm during normal business hours, of up to one half (1/2) hour during the trial period as specified in the free trial offer. Participation in a BizCounsel free trial does not entitle the participant to any other Plan Benefits not specified in this subsection, however, BizCounsel or the Provider Law Firm, each in its sole
discretion, may offer access to other Plan Benefits for the duration of the free trial. BizCounsel free trials are subject to all other limitations or exclusions set forth in this agreement.

4. No Limitations BizCounsel Member’s Right to Obtain Additional Counsel. Nothing in any Plan or this agreement shall be construed to limit the right of a BizCounsel Member to retain, at his or her own expense, an unaffiliated attorney. BizCounsel shall not be obligated to pay for any such services.

5. BizCounsel Is Not a Law Firm. Please note that BizCounsel does not provide legal services. Attorneys made available through any BizCounsel Legal Plan are third-party independent contractors who agree to provide legal services directly to you through a separate retention agreement between you and the attorney. Their contact information is provided as advertising. The attorneys have agreed to provide complimentary phone and email consultations related to subject matters about which they represent that they are qualified in jurisdictions where they are admitted to practice. A conflict check will apply. BizCounsel will not select an attorney for you. BizCounsel makes no guarantees as to the substance of the attorney's advice.

The following items and matters are specifically excluded from the Plans, and are not to be considered or treated as Plan Benefits under any plan offered by BizCounsel:

(a) Any action that directly or indirectly involves BizCounsel or any of its affiliates, directors, agents, or employees;
(b) Any action or question concerning or involving the laws of a jurisdiction outside of the Member’s business’s state, unless the Member has purchased a Plan for the applicable state;
(c) Matters involving any of the following: Tax; Pending or contemplated litigation; Criminal investigations; Regulatory or administrative investigations or inquiries; Settlement agreements; Opinion or clearance letters; Patents; Class action defense; Bankruptcy; Admiralty; Securities; Antitrust; Landlord/tenant; Professional licensing; or Immigration;
(d) Matters that, in the sole discretion of the Provider Law Firm, require specialized legal knowledge or involve highly-regulated industries;
(e) Any matter where the contract value of the agreement(s) or amount in dispute exceeds $100,000 or if, in the sole discretion of the Provider Law Firm, the value of the legal assistance or potential for malpractice liability against the Provider Law Firm disproportionately exceed the consideration paid for Plan Benefits;
(f) Matters related to the Member’s personal legal matters;
(g) Any claim, action, matter or question which a Provider Law Firm, in its sole discretion, determines was brought to the attention of the Provider Law Firm too close to an applicable or potential statute of limitation, statute of repose, or any other deadline which prevents the Provider Law Firm from having adequate time to properly prepare or investigate;
(h) Any action that directly or indirectly involves any Provider Law Firm;
(i) Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Member’s enrollment that did or may give rise to a lawsuit by or against such BizCounsel Member;
(j) Any action that resulted in the prior recruitment or retention by the BizCounsel Member of another attorney;
(k) Any matter involving the law of a jurisdiction outside of the United States or involving tribal or Native American legal issues;
(l) Any matter that, in the Provider Law Firm’s opinion, is frivolous in nature or objective;
(m) Any matter that, in the Provider Law Firm’s opinion, requires time or effort that exceeds the scope of the services; or
(n) Any case matter or requested service that is determined by the Provider Law Firm to lack sufficient merit to warrant pursuit, or that the Provider Law Firm decides has been raised an inordinate or unreasonable number of times without a change in circumstances.

The Provider Law Firm, in its sole discretion, may waive any of these exclusions, however, work on any of the excluded practice areas may be subject to additional fees. Any such fee increase shall be disclosed to, and approved by the Member prior to commencement of work.

Members are prohibited from providing the name or contact information of any Provider Law Firm or Provider Law Firm’s attorney to any third party unless the Member has specifically retained that firm or attorney pursuant to a written agreement for the specific matter outlining the scope of representation and any additional fees for the representation.

7. Not Insurance. The Plans offered through BizCounsel are not contracts of insurance or indemnification insurance plans, and are not regulated as such. BizCounsel is not an insurance company and does not guarantee legal representation in every situation. The Plans provide BizCounsel customers with access to free and discounted legal services from Provider Law Firms. BizCounsel does not reimburse or indemnify any Member or pay any Provider Law Firm for attorney fees or expenses. BizCounsel makes no payments to firms for legal services in Florida, Georgia, or Massachusetts.

8. Use of Services; Changes to Services.
   a. General Practices.
   You acknowledge that BizCounsel may establish general practices and limits concerning use of its Plans, including without limitation the maximum number of complimentary attorney consultations you may receive in a given period of time related to one or all subjects.
   b. Right to Change Practices.
   You acknowledge that BizCounsel reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. However, you have the right to cancel your membership should we materially decrease benefits.
   c. Right to Change Rate Card.
   You acknowledge that BizCounsel reserves the right to change or alter the services and prices on the BizCounsel rate card at any time, in its sole discretion, with or without notice.
   d. Right to Change Hourly Rates.
   Provider Law Firms establish their own hourly rates and may change them from time to time in the Provider Law Firm’s sole discretion. This means that the hourly fee for one matter may not be the same for a later representation. The applicability of any changes in fees for ongoing
representation shall be in accordance with the terms of your separate engagement agreement with the Provider Law Firm.

e. Responsibility for Misuse.
You are responsible for all expenses incurred or other actions that may occur through your use of a BizCounsel Legal Plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of a Plan, or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

9. Authority to Enter Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with this agreement, you may not sign up for or use any Plan. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this agreement and the order you placed, including without limitation, the payment obligations. We are not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

10. Payment; Billing; Automatic Renewal.

a. Membership Fee Payments.
For any BizCounsel Legal Plan you purchase, you will be charged in full for the amount of the membership term you select upon purchase (e.g. monthly, annual), and you agree that for each renewal term for such Plan, the amount due for the next term will be due and immediately payable in full as of the first day of that renewed term. The payment method we have on file for you will be charged the applicable legal plan fees on a recurring basis for the duration of your membership through each renewal term. PLEASE NOTE THAT EVEN IF YOU DO NOT USE ANY PLAN BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY MEMBERSHIP FEES UNTIL YOU CANCEL YOUR BIZCOUNSEL MEMBERSHIP OR IT IS OTHERWISE TERMINATED PURSUANT TO THE TERMS OF THIS AGREEMENT.

(i) Legal Plan Billing & Automatic Renewal: Your BizCounsel Legal Plan subscription will automatically renew at the end of the initial plan term, and will continue on a recurring basis for each term thereafter unless you give notice of your intention to terminate your subscription pursuant to the terms of this agreement. Unless otherwise notified pursuant to this agreement, the charge, and term duration for each renewal term will be the same as the initial Legal Plan term.

(ii) Free Trial Memberships: We sometimes offer customers trial memberships, all of which are subject to the terms of this agreement (unless otherwise stated in the offer). For a free trial or other promotional membership with no initial charge, you agree we may authorize a charge to
your method of payment to verify your payment source for the full value of the membership
you are trying. Your free trial period begins on the date of your first scheduled consultation
with a Provider Law Firm. Please note, that in the event that you need to reschedule, give us
incorrect contact information, or otherwise fail to be available for your consultation, your free
trial period will still commence on the date of your first scheduled consultation.

AT THE COMPLETION OF A TRIAL MEMBERSHIP, UNLESS YOU CHOOSE TO CANCEL BY CALLING
(800) 815-0095 BEFORE THE CONCLUSION OF YOUR FREE TRIAL, YOU WILL BE
AUTOMATICALLY ENROLLED IN THE BIZCOUNSEL LEGAL PLAN SELECTED BY YOUR AND YOUR
CREDIT CARD WILL BE CHARGED ACCORDING TO THE TERMS OF THE PLAN YOU SELECTED.

As a courtesy to you, we may send a reminder email to the email address of record for your
account before your billing date to inform you of your Plan’s automatic renewal, as applicable,
depending on the type of Plan you are enrolled in. You acknowledge and agree that this notice
is provided as a courtesy only, and we are not obligated or required to provide such notice. You
acknowledge and agree that (i) your failure to read, (ii) inability to receive, or (iii) the failure of
BizCounsel to send the email does not create any liability on the part of BizCounsel or any
third-party service provider.

11. Fee Adjustments. BizCounsel may increase its fees for any Plan membership effective the
first day of a renewal term, as applicable, by giving you notice of the new fees at least thirty
(30) days before the beginning of the renewal term. If you do not cancel your membership
pursuant to this agreement, you shall be deemed to have accepted the new fee for that
renewal term and any subsequent renewal terms (unless the fees are increased in the same
manner for a subsequent renewal term) and your payment method on file will be charged
according to the new fee schedule. Reductions in fees become effective on the next renewal
term without any pro rata reduction for the period covered under the prior fee schedule.

12. Termination or Cancellation.
a. By BizCounsel.
(i) If you fail to pay for your Plan according to the payment plan you selected, your
non-payment may result in suspension of service and subsequent termination of your
membership (in Texas and Massachusetts, members have a thirty-one (31) day grace period).
(ii) Your right to use a BizCounsel Legal Plan membership is subject to any limits established by
BizCounsel or by your credit card issuer. If payment cannot be charged to your credit card or
your charge is returned for any reason, including through a chargeback, BizCounsel reserves the
right, in its sole and absolute discretion, to suspend or terminate access to your Plan, thereby
terminating this agreement and all obligations of BizCounsel hereunder. If a charge made to
your credit card is declined, BizCounsel may make multiple subsequent attempts to bill that
card again in the future.
b. By You.
(i) After you have received this agreement in your welcome email, you have ten (10) days in
which to examine it. If during this period you decide that you are not satisfied with the
agreement, you may return the agreement to us and have any prepaid amounts refunded. If the agreement is returned and you have not sought legal services pursuant hereto within this time period, the agreement shall be void from the beginning and the parties shall be in the same position as if this agreement had not been issued. (ii) You have the right to cancel your membership before the applicable renewal period by calling our Customer Care team at (800) 815-0095. After such cancellation, your membership will remain active until the end of then-applicable period.

13. Dispute Resolution. The parties agree to arbitrate all disputes and claims pursuant to the Terms of Service and Terms of Use of BizCounsel.com. A BizCounsel Member has the right to file a complaint with his or her state's bar association concerning the conduct of an affiliated attorney under the Plan.

14. Professional, Independent Attorney Judgment. Attorneys performing legal services for BizCounsel Members under the terms of this agreement are not agents or employees of BizCounsel. Any attorney rendering legal services to BizCounsel Members under a BizCounsel Legal Plan shall maintain the attorney-client relationship with the BizCounsel Member, and is solely responsible to the BizCounsel Member for all legal services provided. It is within the sole discretion of the attorney to determine whether claims or defenses pertaining to any matter under this agreement present a frivolous or otherwise unmeritorious claim or defense. Participating attorneys reserve the right to make independent professional judgments regarding such presentations. BizCounsel will in no way influence or attempt to affect the rendering of legal services of the participating attorneys.

15. Release of Information. Any member that submits to BizCounsel any complaint or inquiry concerning a Provider Law Firm’s services, authorizes the Provider Law Firm to disclose to BizCounsel any and all communications between the Member and Provider Law Firm, including communications that could be deemed privileged or confidential, and any other relevant information, to investigate or respond to such complaints or inquiries. Member further authorizes Provider Law Firms to disclose nonprivileged or aggregated information to BizCounsel concerning plan usage, revenue, billing, and the subject matter of the Firm’s legal services.

16. Internal Revenue Service (IRS) Circular 230 Tax Advice Disclosure. To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from BizCounsel (including information provided by a Provider Law Firm or an attorney offering a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

17. Severability. If any provision of this agreement is deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision shall be
severed from this agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of the agreement.

18. Governing Law. This agreement is to be governed by and construed in accordance with the laws of the state of California, United States, without regard to choice of law principles.

Updated: February 13, 2020
Registered Agent Terms
Supplemental Terms for Registered Agent Services

Welcome to the Supplemental Terms for Registered Agent Services for BizCounsel.com, Inc. (“BizCounsel”) registered agent, resident agent, agent for service of process, and statutory agent services (whichever is applicable to your state of service, collectively referred to as the “Registered Agent Services”). Registered Agent Services may be sold as a standalone product or bundled with other BizCounsel products or packages.

In addition to any other applicable BizCounsel terms, legal plan contracts, or agreements, these supplemental terms of service (the “Registered Agent Terms of Service”, “Registered Agent Terms”, or “Supplemental Registered Agent Terms”) constitute a legal agreement between you and BizCounsel detailing your use of the BizCounsel Registered Agent Services. This agreement, and its terms, conditions, limitations, and requirements, is effective as of the date you accept its terms by purchasing the Registered Agent Services, accepting a promotional trial thereof, or purchasing a package that includes Registered Agent Services (the “Effective Date”).

These Supplemental Registered Agent Terms affect your legal rights and obligations. If you do not agree to be bound by all of these Supplemental Registered Agent Terms, do not purchase, access or use the Registered Agent Services.

1. Registered Agent Services. You are purchasing Registered Agent Services for a one specific company. BizCounsel agrees to serve as the Registered Agent (“Registered Agent”) for the company specified in your order during the period of time purchased (“Registered Agent Service Term”).

   a. Service Provider. You acknowledge and agree that BizCounsel does or may work with third-party providers and sub-providers (each, a “BizCounsel Registered Agent” or “Registered Agent”) of our choice to provide some or all of the Registered Agent Services. You acknowledge and agree that any such Registered Agent may provide Registered Agent Services to you.

   b. Service of Process. You authorize your Registered Agent to receive service of process, including any notices of legal proceedings, other legal notices, or official government communication, and any items covered by the respective statute, rule, or regulation governing the state in which you have selected for Registered Agent Services (collectively, "Legal Mail"), on your behalf. You further authorize your Registered Agent to scan and send Legal Mail to you electronically.

   c. Not a Mailing Address. Except as otherwise specified in this agreement, your Registered Agent Services are limited to the receipt and forwarding of Legal Mail, and do not include the provision of a business or mailing address independent of
such statute, rule, regulation, or contract. Your Registered Agent has no obligation
to forward any items received pursuant to any unauthorized use of your Registered
Agent’s address (the “Registered Address”) and neither your Registered Agent nor
BizCounsel assumes liability to you or any other party for loss of such items. You
assume all liability for such losses regardless of whether you had approved or
initiated the unauthorized use. Your Registered Agent may seek reimbursement
from you for any and all costs incurred in connection with the unauthorized use of
the Registered Address. Your Registered Address is for the primary purpose of
fulfilling state requirements for “Service of Process” and such address may be used
only to receive Legal Mail on your behalf. Unless otherwise specified, the primary
business address you list on any filed document needs to reflect the primary
business address your company operates from, regardless of what state that address
is in.

d. Representation of Registered Address. You agree not to represent or misleadingly
suggest, whether orally, in writing, photographically, or otherwise, that the
Registered Address is your place of business, your location of operations or business
records, or is a physical address at which third parties can find you. You may not list
the Registered Address in your company’s public media, including in or on business
cards, brochures, websites, or emails.

e. Misdirected Mail. You acknowledge that your Registered Agent delivers Legal Mail to
users; it does not warrant that Legal Mail will never be misdelivered. You
acknowledge that in such cases neither BizCounsel nor your Registered Agent is
liable to the intended recipient. Your Registered Agent will make its best efforts to
notify both the intended recipient and the unintended recipient promptly on
discovery of the error and seek prompt retrieval of the item from the unintended
recipient.

f. Customer-Returned Mail. If you refuse or fail to accept Legal Mail forwarded to you
from your Registered Agent pursuant to this agreement, you will bear any costs of
return shipping and re-induction of the Legal Mail. At the request of BizCounsel or
your Registered Agent, you must sign for or otherwise acknowledge your acceptance
of all Legal Mail sent to you by your Registered Agent.

g. Customer Responsibility to Provide Accurate and Updated Information. It is your
responsibility to contact BizCounsel with changes to your contact information and
business status (such as dissolved or inactive) as soon as possible to avoid disruption
of your Registered Agent Services, but in no case later than 30 days after the change.
Failure to do so may result in the termination of your services. You acknowledge that
neither BizCounsel nor your Registered Agent is liable to you for damages resulting
from your failure to update or provide accurate information to BizCounsel.

2. Your Information. You have sole responsibility for the accuracy, quality,
integrity, legality, reliability, appropriateness, and copyright of your information, and
BizCounsel is not be responsible or liable for the deletion, correction, destruction, damage, loss,
or failure to store any such information. BizCounsel reserves the right to withhold, remove, or
discard your information without notice for any breach, including, without limitation, your
non-payment. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of the Registered Agent Services or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

3. **General Practices Regarding Use and Storage.** You acknowledge that BizCounsel may establish general practices and limits concerning use of the Registered Agent Services. You agree that BizCounsel has no responsibility or liability for the deletion or failure to store any Legal Mail, messages, communications, or other content received or transmitted. BizCounsel may subcontract any Registered Agent Services or any work, obligations, or other performance required under Registered Agent Services without your consent. Unless explicitly stated otherwise, any new features that augment or enhance the current Registered Agent Service are subject to these Registered Agent Terms of Service.

4. **Authority to Enter Agreement.** If you are entering into these Registered Agent Terms of Service on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to this agreement, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with these Supplemental Registered Agent Terms, you may not sign up for or use the Registered Agent Services. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in these Supplemental Registered Agent Terms and the order you placed, including without limitation, the payment obligations. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document, or communication reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

5. **Payment.**
   a. Fees. You must pay all fees, including filing fees, related to your account in accordance with the terms at the time of your purchase, even if you do not receive registered agent mail, until you cancel your Registered Agent service or it is otherwise terminated and your obligations under Section 8c(ii) are fulfilled. BizCounsel may increase its fees for Registered Agent Services effective the first day of a Registered Agent Service Term by giving you notice of the new fees before the beginning of the Registered Agent Service Term. If you do not cancel your Registered Agent Service and fulfill your obligations under Section 8c(ii), you will be deemed to have accepted the new fee that renewal term and any subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term). Reductions in fees become effective on the next renewal term without any pro rata refund for the then-current term. If you add a product or service to your subscription, BizCounsel has the discretion to charge you a prorated portion of the cost to align your renewal date with your current subscription. BizCounsel will provide you notice before doing so.
b. Billing. You must provide valid credit card information at the time of purchase to allow payment for the initial Registered Agent Service Term (the “Initial Term”). Payment for the Initial Term is due as directed in your purchase.

c. Automatically Renewing Service for Standalone Registered Agent Services. If you purchased Registered Agent Services as a Standalone product or, if you have enrolled in a standalone Registered Agent Service after cancelling a service that included Registered Agent Services, your Registered Agent Services will renew automatically at the end of the Initial Term and at the end of each successive renewal term (each a “Billing Date”), until you notify us that you want to terminate your Registered Agent Service under this agreement or your Registered Agent Service is otherwise terminated. If you do not notify us, your credit card will automatically be charged for the renewal term of your Registered Agent Service on your Billing Date. BizCounsel may adjust your Billing Date in subsequent renewal periods without notice. This will be reflected by a charge to your account on a prorated basis according to the number of days that have passed since the Billing Date of your latest renewal charge. If a charge made to your account is declined, BizCounsel may make up to five attempts to bill that card over a thirty-day period. BizCounsel may obtain automatic updates for any expiring credit cards you have provided.

d. Notice of Automatic Renewal. We may send a reminder email to your account’s email address of record approximately one week before your Billing Date. This notice is provided only as a courtesy. BizCounsel is not obligated to provide this notice. You acknowledge that (i) your failure to read, (ii) your inability to receive, or (iii) BizCounsel’s failure to send the email creates no liability for BizCounsel or any third-party service.

e. Cancellation of Automatic Renewal. Cancellation of your automatic renewal terminates your Registered Agent Service. To cancel the automatic renewal of your Registered Agent Service, you must notify BizCounsel of your intent to cancel by calling our Customer Care Center at (800) 260-5500. BizCounsel agrees that when it receives notice of this cancellation, no further charges will be billed to your credit card automatically subject to Your Obligations on Termination or Cancellation, Section 8, below.

f. Promotional Trial Memberships. We sometimes offer certain customers various trial or other promotional memberships, which are subject to this agreement except as otherwise stated in the promotional offers. For a trial or other promotional membership with no initial charge, you agree we may authorize a charge of up to one dollar to your method of payment to verify your payment source. AT THE COMPLETION OF A TRIAL MEMBERSHIP, UNLESS YOU CHOOSE TO CANCEL BY CALLING 800-260-5500, YOUR MEMBERSHIP WILL RENEW AUTOMATICALLY AND YOUR CREDIT CARD WILL BE CHARGED TO BEGIN YOUR INITIAL TERM.

6. Additional Terms for Bundled Registered Agent Services. Certain BizCounsel products, services, and legal plans may include Registered Agent Services as a part of the service offering. If you are receiving the Registered Agent Services as a benefit of another BizCounsel product or service, you must maintain an active membership and pay all applicable
fees related to your product, or service in accordance with the terms of that product or service. If you cancel a product or service that includes Registered Agent Services or otherwise fail to pay any applicable fees or fulfill any of your obligations related to the product or service, your account will be immediately deemed delinquent, and you will be required to fulfill your termination obligations set forth in Section 8c(ii) within 30 days of your account becoming delinquent. **If you fail to fulfill your termination obligations within 30 days, you will be enrolled in an annual Registered Agent Service plan and will be charged an annual fee of $199 and any subsequent renewal term in accordance with the automatic renewal provisions of this agreement.** The Billing Date for this annual registered agent subscription will be 30 days after your delinquent payment date, and will be charged to the payment method we have on file in your account. Please note that at the time this payment is charged to your account, you will no longer have access to the product or services for which your account is delinquent, but will have access to the benefits contained in these Supplemental Registered Agent Terms.

Your failure to comply with any payment or other obligation in connection with the product or service that includes Registered Agent Services may lead to the cancellation or suspension of your Registered Agent Services at our sole discretion.

7. **Changes to Service.** We may change the offering of Registered Agent services, including the functionality, content, or availability of any features of the services, at any time in our sole discretion. We may also impose limits on features and services or restrict your access to all or part of the service. However, you have the right to cancel your membership should we materially decrease benefits. If we add new features to the service, including adding third-party services, the new features will be subject to these Registered Agent Terms. Should BizCounsel offer multiple versions of its Registered Agent services, and cease to offer a service you have selected, we can discontinue your subscription, continue to provide it to you, or provision a replacement (similar or comparable product) at the then-current price, at our sole discretion. Additional fees may be charged for such replacement services. BizCounsel will notify you of new fees before they become effective.

8. **Termination or Cancellation.**
   a. By BizCounsel. BizCounsel may terminate your Registered Agent Service and resign, with proper notice if required by state law, as your registered agent. Reasons for termination may include: (1) your failure to provide accurate, complete, and current information as requested or required by BizCounsel or your Registered Agent, (2) the inability to locate you after reasonable and diligent efforts are made, (3) your failure to pay, (4) your cancellation of a product or service that included the Registered Agent Services, (5) suspected illegal activity, or (6) any other lawful reason. As your sole remedy, BizCounsel will refund you any prepaid fees, if any, specifically related to the current Registered Agent Service Term. If your Registered Agent Services were bundled with another BizCounsel product or service, you will not be entitled to a refund.

   b. By Customer. You may cancel your Registered Agent Service by calling our Customer Care Center at (800) 260-5500. **Please note that even after you have reached out to cancel**
your Registered Agent Service, your Registered Agent Services will remain active until you have fulfilled your obligations pursuant to Section 8c(ii) below. In order to avoid any subsequent charges after cancellation, you must promptly full your obligations in Section 8c(ii).

c. Your Obligations on Termination or Cancellation. After termination by BizCounsel or termination or cancellation by Customer and at the end of the then-applicable Term, you agree that:

i. You are responsible for all expenses incurred by your use of the Registered Agent Services after termination or cancellation including, but not limited to, shipping charges incurred to forward Legal Mail received on your behalf.

ii. You must assign another registered agent in that jurisdiction or act as your own registered agent, where lawful, and must pay all fees related to changing your agent (including appointment or registration fees). In addition, you must notify BizCounsel that you have properly changed registered agents by the next Billing Date and provide BizCounsel with satisfactory documentation from the state that the BizCounsel Registered Agent is no longer listed as your registered agent. If you no longer wish to use the Registered Agent Services because you are discontinuing your business operations (voluntarily or otherwise), you must provide BizCounsel with satisfactory documentation that your entity has been dissolved with the appropriate state office by the next Billing Date. If you cancel Registered Agent Services because your entity has been voluntarily dissolved, your BizCounsel Registered Agent, in its sole discretion and in accordance with the applicable state filing office requirements, may resign as your entity’s registered agent. However, the BizCounsel Registered Agent may continue to be listed as your entity’s registered agent if your state filing office does not accept resignation filings or other amendment filings for voluntarily dissolved or inactive entities. If you fail to provide BizCounsel with satisfactory documentation of your change of the BizCounsel Registered Agent as your registered agent or of your discontinuation of business operations, you will continue to incur charges for BizCounsel Registered Agent Services until such documentation is provided.

iii. After termination, any Legal Mail that your Registered Agent receives on your behalf will be marked “Return to Sender” if it is first class mail or destroyed if it is not. You waive and release your Registered Agent from compliance with any obligation to forward or re-mail Legal Mail received after your subscription has been terminated and specifically agree that your Registered Agent has no obligation to forward or re-mail Legal Mail to you except as expressly stated in this agreement. You agree to hold BizCounsel, your Registered Agent and the affiliates of each harmless from any claim to the contrary.

iv. You acknowledge that you have sole responsibility for notifying senders (including all government agencies) of your new registered agent address.

9. Updates to Terms. You acknowledge that BizCounsel reserves the right to change these Registered Agent Terms of Service at any time (“Updated Terms”), in its sole discretion, with or without notice, and that your use of the Registered Agent Services after the
effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Registered Agent Services from that point forward. These Registered Agent Terms of Service will govern any disputes arising before the date of the Updated Terms. If you do not agree with an update, you may terminate your Registered Agent Services pursuant to the cancellation provisions provided herein.

10. **Indemnification.** You agree to protect, defend, indemnify, and hold BizCounsel harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages, and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property damage, arising from:

   a. This agreement;
   b. The Registered Agent services provided to you;
   c. Your use of the Registered Agent Services, including without limitation any copyright infringement claims that could arise from your Registered Agent scanning Legal Mail or other documents;
   d. The failure of any third party, USPS, or any commercial delivery or courier service, to provide delivery or courier services accurately and on time;
   e. Loss, damage, or destruction of your Legal Mail by any cause whatsoever whether or not attributable to our negligence or intentional act;
   f. Any violation by you of any federal, state, or local laws, statutes, rules, or regulations; and
   g. BizCounsel or its agents being named as defendant in an action based on your alleged or actual conduct.

For purposes of this agreement, the indemnified parties shall include BizCounsel and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys, and employees.

11. **Limitation of Liability.** YOU AGREE AND ACKNOWLEDGE THAT NEITHER BIZCOUNSEL NOR YOUR REGISTERED AGENT IS LIABLE FOR ANY DAMAGE TO LEGAL MAIL OR LOSS OF LEGAL MAIL DURING OR AFTER MAILING OR SHIPMENT TO YOU. NEITHER BIZCOUNSEL NOR YOUR REGISTERED AGENT IS RESPONSIBLE FOR LEGAL MAIL FOR WHICH THERE IS NO RECORD OF RECEIPT BY EITHER OF US. ANY ADDITIONAL INSURANCE IN EXCESS OF THE STANDARD AMOUNT INSURED BY CARRIERS, IF ANY, MUST BE AUTHORIZED AND PAID FOR IN ADVANCE BY YOU. YOU ACKNOWLEDGE AND AGREE THAT NEITHER BIZCOUNSEL NOR YOUR REGISTERED AGENT HAS ANY RESPONSIBILITY OR OBLIGATION TO INSURE ANY LEGAL MAIL OR SHIPMENTS SENT TO YOU. NEITHER BIZCOUNSEL NOR YOUR REGISTERED AGENT SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY NEGLIGENT ACTS OR OMISSIONS IN COMPILING, COLLECTING,
PROCESSING, COMMUNICATING, OR DELIVERING LEGAL MAIL OR HANDLING PHYSICAL OR DIGITAL DOCUMENTS, DIRECTLY OR INDIRECTLY. YOU AGREE AND ACKNOWLEDGE THAT THE TOTAL AMOUNT OF OUR LIABILITY, IF ANY, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, OR JUDGMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID FOR THE REGISTERED AGENT SERVICE WITHOUT REGARD TO THE NATURE OF THE CLAIM, LOSS, OR DAMAGE INCURRED, EXCEPT AS PROVIDED IN THE DISPUTE RESOLUTION BY BINDING ARBITRATION SECTION OF THE TERMS OF SERVICE. NEITHER BIZCOUNSEL NOR YOUR REGISTERED AGENT SHALL BE LIABLE FOR ANY OTHER LOSS, CLAIM, DAMAGE, OR INJURY ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF ANY SERVICES PURSUANT TO THIS AGREEMENT.

Updated: March 4, 2020