

Legal Plan Contract for LEGAL PLAN PRIMARY MEMBER

This is a contract between us, **LegalBrave LLC** and you, **LEGAL PLAN PRIMARY MEMBER** (the "**Primary Member**"), for the Individual Legal Plan ("**Legal Plan**") services described below. This contract (the "**Agreement**") constitutes a legal agreement between you and **LegalBrave LLC** detailing the terms of your use of the Legal Plans. This Agreement is effective as of the date you accept its terms by purchasing a Legal Plan subscription or accepting a free trial thereof (the "**Effective Date**"). If you sign up for a Legal Plan, you accept these terms, conditions, limitations, and requirements. **Please read this Agreement carefully before you start to use the Legal Plan services.**

1. Legal Plan Membership

We reserve the right to accept or refuse membership at our discretion. You may not transfer or assign your Legal Plan or these benefits; *however*, an Individual Legal Plan Primary Member may extend coverage as a "Plan Member" to his, her, or their "Eligible Family Members" (as defined below). Together with the Primary Member, each Plan Member is collectively the "Plan Group". The "Effective Date" for each Plan Member other than the Primary Member will be the date on which the Primary Member elects to extend coverage to such Plan Member. **This Agreement only covers legal matters within the State of the Primary Member's primary residence.**

- a. For the purposes of this Agreement, the term "Eligible Family Member" includes:
 - i) Immediate family members: Primary Member's Spouse or Domestic Partner and children up to 21 years of age (as defined below).
 - ii) Children include unmarried dependent children of the Primary member and Primary Member's spouse under 21 years of age, all who are permanent residents of the Primary Member's household.
 - iii) The term unmarried for the purpose of this contract is defined as persons who have never been married.

- b. **LegalBrave LLC** offers two plans as follows:
 - i) **LegalBrave Essential covers Primary Member only.**
 - ii) **LegalBrave Premium covers Primary Member and Eligible Family Members as Plan Group.**

- c. Each Eligible Family Member to whom you extend coverage under this contract is bound by the terms of this contract.

2. Legal Plan Benefits

A Legal Plan subscription provides the following benefits (the "Plan Benefits") for Plan Members as outlined in **1b** above for either the LegalBrave Essential or Premium Plan Members. A participating law firm (the "Firm") will provide the benefits as outlined below:

- a. Telephone consultations with the Firm, during normal business hours, of up to one half (1/2) hour each, limited to one consultation per Plan Group for each new legal matter.

Telephone consultations **may not** include discussion of any of the following:

- i. Business related matters
- ii. Tax-related matters
- iii. Patent-related matters
- iv. Intellectual Property-related matters

- b. For **LegalBrave Premium** Legal Plan subscribers only, if the Firm determines after the initial consultation that a telephone call or a letter would be of further assistance to a Plan Member, such Firm, in its sole discretion, may provide, at no additional charge, either: (a) one letter of up to two (2) pages; or (b) one (1) telephone call during normal Firm business hours on the Plan Member's behalf.

Telephone consultations **may not** include discussion of any of the following:

- i. Business related matters
- ii. Tax-related matters
- iii. Patent-related matters
- iv. Intellectual Property-related matters

- c. 25% off stated hourly rate or flat fee services offered by Firm (not including contingency fee cases or matters where there are fees set by law).
- d. For **LegalBrave Premium** Legal Plan subscribers only, creation of a free Simple Last Will, with a total Asset Limit of \$250,000.
- e. Review by the Firm of legal documents of up to ten (10) pages, limited to review of one (1) document per Plan Group for each new legal matter, except for Prenuptial Agreement, Postnuptial Agreement, Marital Settlement Agreement and Pending Real Estate Purchase Agreement. The Firm will provide one (1) telephone consultation, during normal Firm business hours, about the reviewed document.
- f. Access to 24-hours per day emergency-based appointments when:

- i. The Plan Member is Detained or questioned by a Law Enforcement Officer acting in their official role.
- ii. The Plan Member is being Detained or questioned by an agent of a federal, state, or local child welfare agency regarding a minor child in the Covered Person's custody or control, or Dependent of the Covered Person.
- iii. The Plan Member is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
- iv. The Plan Member is served with a warrant.

LegalBrave LLC staff will assess whether calls meet emergency criteria, before forwarding to your assigned firm for full consultation.

- g. For **LegalBrave Premium** Legal Plan subscribers only, creation of a Power of Attorney with unlimited revisions.
- h. Access to a legal documents' library.
- i. After 6 months of membership, you will be provided with a thirty (30) minutes annual checkup consultation.

The Firm is designated by **LegalBrave LLC** and only duly licensed, practicing attorneys within the Firm will provide benefits under this Agreement. The Agreement only covers legal matters within the State of California.

Nothing in the Legal Plans or this Agreement will be construed to limit the right of a Plan Member to retain, at his or her own expense, an unaffiliated attorney. **LegalBrave LLC** will not be obligated to pay for any such services.

Please note that LegalBrave LLC does not provide legal services. Attorneys made available through Legal Plans are third-party independent contractors who agree to provide legal services directly to you, not through LegalBrave LLC, via a separate retention or engagement agreement between you and the attorney. Their contact information is provided as advertising. The attorneys have agreed to provide complimentary thirty-minute 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. LegalBrave LLC connect you to a Law Firm but will not select an attorney for you. LegalBrave LLC makes no guarantees as to the substance of the attorney's advice.

3. Exclusions; Conflicts

The following items and matters are specifically excluded from the Legal Plans, and are not to be considered or treated as Plan Benefits:

- i) Any action that directly or indirectly involves **LegalBrave LLC**, or any of its affiliates, directors, agents, or employees;
- ii) Any action that directly or indirectly involves any Firm providing legal services under the Legal Plans; *however*, a Firm may, at its sole discretion and risk, represent a Plan Member in a matter in which another affiliated Firm is representing another party as legal counsel;
- iii) Any adversarial action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
- iv) Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Plan Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; *however*, the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
- v) Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; *however*, the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;
- vi) Any matter involving the laws of jurisdictions outside of the United States;
- vii) Any appeal to an appellate court (i.e., not a trial court); *however*, the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;
- viii) Any matter that, in the Firm's opinion, is frivolous in nature or objective;
- ix) Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuit, or that the Firm decides has been raised an inordinate or unreasonable number of times without a change in circumstances; or
- x) Any matter resulting in violation(so) of the law, constituting illegal activity, furthering illegal activity, and/or tantamount to harassment.

b. If the interests of the Primary Member of a Plan Group are adverse to those of another Plan Member in that same Plan Group, only the Primary Member is entitled to receive the applicable Plan Benefits.

4. Not Insurance

The Legal Plans offered through **LegalBrave LLC** are not contracts of insurance or indemnification insurance plans. **LegalBrave LLC** is not an insurance company and does not guarantee legal representation in every situation. The Legal Plans provide **LegalBrave's** Plan Members with access to free and discounted legal services from member Firms. **LegalBrave LLC** does not reimburse or indemnify any Plan Member or pay any Firm for attorney fees or expenses.

5. Use

a. **General Practices.**

You acknowledge that **LegalBrave LLC** may establish general practices and limits concerning use of its Legal 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 **LegalBrave LLC** reserves the right to change these general practices and limits at any time, in its sole discretion.

c. Responsibility for Misuse.

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

d. Confidential Information and email communications.

By subscribing to the Legal Plan, you have authorized **LegalBrave LLC** and **the Firm** to exchange your information between them and all the information that you have provided to them, or any type of communication, you understand that you authorize Legal Brave and the Firm to communicate with you via electronic communications, including the transmission of attorney-client confidential and privileged information (e.g., advice, fact analysis, forwarding documents, etc.), utilizing the e-mail address you have provided to us. You hereby acknowledge the electronic transmission of data may or may not be fully secure and may be susceptible to an invasion of privacy. Notwithstanding the inherent risks applicable to e-mail communications, by providing us with your e-mail address, you agree to accept the risks attendant to electronic communications and authorize **LegalBrave LLC** and the Firm to communicate with you electronically.

e. Data Security and Breach.

LegalBrave LLC and/or Firm will implement commercially reasonable and appropriate safeguards to protect your confidential data and information, including personal identifiable information, in accordance with applicable laws and regulations. **LegalBrave LLC** and/or Firm will promptly notify you of any unauthorized disclosure of your data that comes to **LegalBrave LLC's** attention along with any necessary actions.

6. 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 an entity to these terms, in which case the terms "you" or "your" will 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 Legal Plan. If, after your purchase, we find that you do not have authority to bind the entity for which you ordered the Legal Plan, 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.

7. Payment

a. Legal Plan Membership Fees.

You will be charged in accordance with the billing terms in effect at the time of your initial purchase, unless you are notified of a fee change in accordance with "Fee Adjustments" below. For any Legal Plan you purchase that is charged in full upon purchase, you agree that for each renewal term for such a Legal 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. For each Legal Plan, your charge remains for each term no matter if you access the Site during that term. In other words, **EVEN IF YOU DO NOT USE THE LEGAL PLAN BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.**

For more information regarding canceling your Legal Plan subscription, see the "Termination or Cancellation" Section 9 below.

b. Billing.

To allow payment for the initial term of a Legal Plan, valid credit card, bank draft or other billing information is due at the time of purchase.

Your Legal Plan subscription will renew automatically with a previous reminder, at the end of the initial term (the "Billing Date") and at the end of each term thereafter unless and until you give notice of your intention to terminate your Legal Plan subscription pursuant to the terms of this Agreement. If you do not give us notice of such intention, your credit card will be charged for the renewal term of your Legal Plan subscription on your Billing Date. If your purchase date is on the 29th through 31st day of any month, your Billing Date for renewals in months with fewer days will fall on the last day of the month. **LegalBrave LLC** may adjust your Billing Date in subsequent renewal periods without notice. This will be reflected by a charge to your account on a pro-rated basis according to the number of days that have passed since the Billing Date of your latest renewal charge. Unless otherwise notified in advance by **LegalBrave LLC** pursuant to this Agreement, the renewal charge will be equal to the original purchase price for the Legal Plan.

You agree to pay **LegalBrave LLC** the fees associated with your Legal Plan subscription. Additional discounts may be available for members purchasing multiple months up front, as part

of certain promotions, or where limited by law. A schedule of fees for the Legal Plan subscriptions is set forth below:

LegalBrave Essential monthly subscription:	\$24.99 per month
LegalBrave Premium monthly subscription:	\$39.99 per month
LegalBrave Essential 6 months subscription:	\$124.95 per 6 months
LegalBrave Premium 6 months subscription:	\$199.95 per 6 months

c. Promotional Trial Memberships.

LegalBrave LLC sometimes offer certain Plan Members various trial or other promotional memberships, which are subject to this Agreement except as otherwise stated in the promotional offers. **AT THE COMPLETION OF A TRIAL MEMBERSHIP, UNLESS YOU CHOOSE TO CANCEL BY CALLING (213-429-9043) OR SEND A WRITTEN LETTER TO support@legalbrave.com YOUR LEGAL PLAN SUBSCRIPTION WILL RENEW AUTOMATICALLY AND YOUR CREDIT CARD OR BANK DRAFT WILL BE CHARGED TO BEGIN YOUR INITIAL TERM.**

d. Attorney Fees

Any Fees for non-complimentary attorney services provided pursuant to a Legal Plan subscription will be paid by PLAN MEMBERS directly to the providing Firms. Participating Firms and attorneys are not employees or agents of **LegalBrave LLC** and have no financial obligation to **LegalBrave LLC**.

8. Fee Adjustments

LegalBrave LLC may increase its fees for any Legal Plan subscription effective the first day of a renewal term 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 subscription pursuant to Section 9, you will 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). Reductions in fees become effective on the next renewal term without any pro rata for the period covered under the prior fee schedule.

9. Termination or Cancellation

a. By LegalBrave LLC .

- (i) If payment is not made on the Billing Date, as described in Section 7 above, you will have until the one (1) month anniversary of your Billing Date to correct the

credit card or bank draft information on file and post a payment to your account. If after the expiration of this grace period you have not made any payment on your Legal Plan subscription, your non-payment may result in suspension of service and subsequent termination of your Legal Plan subscription.

(ii) Your right to use a Legal Plan subscription is subject to any limits established by **LegalBrave LLC** 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, **LegalBrave LLC** reserves the right, in its sole and absolute discretion, to suspend or terminate your access and account, thereby terminating this Agreement and all obligations of **LegalBrave LLC** hereunder. If a charge made to your credit card is declined, **LegalBrave LLC** may make up to five (5) attempts to bill that card over a thirty (30) day period.

(iii) If you wish to reactivate your account after such termination, there will be no setup or reactivation fees, *however*, accounts terminated for non-payment will be reactivated only on receipt of the full amount past due and a written request to reinstate the account. When an expired account is reactivated, the new Legal Plan term begins on the date of reactivation.

b. By Subscriber.

(i) After you have received this Agreement, you have ten (10) days to examine it. If during this period you decide that you are not satisfied with the Agreement, and you have not made use of any of the benefits included in your Legal Plan, you may return the Agreement to us and have any prepaid amounts refunded, the Agreement will be void from the beginning and the parties will be in the same position as if this Agreement had not been issued.

(ii) You will have the right to cancel your Legal Plan subscription by submitting a written request to our Customer Service email support@legalbrave.com at least 5 days before the start of the next renewal period for such subscription. After such cancellation, your Legal Plan will remain active until the end of then-applicable period.

c. Services after Termination.

After termination of your Legal Plan subscription, either by you or by **LegalBrave LLC**, you will not be able to access the corresponding Legal Plan offerings; *however*, any access rights to a Legal Plan granted you through a separate channel (e.g., through another Legal Plan subscription) will remain in full force and effect unless and until separately terminated or cancelled.

10. Dispute Resolution and Arbitration

NOTWITHSTANDING MATTERS SUBJECT TO SMALL CLAIMS JURISDICTION, THE PARTIES AGREE TO BINDING ARBITRATION FOR ALL DISPUTES AND CLAIMS WITH RESPECT TO ANY ASPECT OF THIS LEGAL PLAN SUBSCRIPTION AGREEMENT.

Notwithstanding any other provision of this Arbitration Provision nor other applicable law, if either you or we elect to arbitrate a Dispute and/or Claim (hereinafter “Claim” or “Claims”), neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member, or (b) to join or consolidate Claims with Claims of any other persons. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator.

Electing Arbitration. A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to LegalBrave at office@legalbrave.com, and our notice must be sent to the most recent address for you in our files. If a lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.

11. Professional, Independent Attorney Judgment

Attorneys performing legal services for Legal Plan Members under the terms of this Agreement are not agents or employees of **LegalBrave LLC**. Any attorney rendering legal services to Plan Members under a Legal Plan will maintain the attorney-client relationship with the Plan Member and is solely responsible to the Plan 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. **LegalBrave LLC** will in no way influence or attempt to affect the rendering of professional services of the participating attorneys.

12. 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 **LegalBrave LLC** (including information provided by a 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.

13. Force Majeure

Whenever delivery of the Legal Plan is substantially prevented beyond LegalBrave LLC's reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor disputes, nonperformance by a third party or any similar cause beyond the reasonable control of such party, including with no limitation, failures or fluctuations in telecommunications or other equipment, such delivery will be excused and this Agreement's terms and conditions deemed suspended during the continuation of these circumstances.

14. Miscellaneous

This Agreement is the entire agreement between you Primary Member and LegalBrave LLC with respect to the subject matter included in the Agreement. The section headings are for convenience only and are of no legal force or effect.

Waiver/Invalidity No waiver by either you Primary Member or LegalBrave LLC of any breach or default under this Agreement is a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held to be invalid by a court or arbitrator, such invalidity will not affect the enforceability of any other provisions; the remaining portions of the Agreement will continue in full force. Further, if a provision is held invalid, LegalBrave LLC requests that the intention of the invalid provision be upheld wherever possible. Any failure by you or LegalBrave LLC to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of those or any other rights under this Agreement.

Plan Member Representations & Warranties. Plan Member represents and warrants that (i) it has the legal authority to enter into this Agreement, and (ii) it will use the Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

15. Limitation of Liability

IN NO EVENT WILL LEGALBRAVE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EVEN IF LEGALBRAVE HAD BEEN ADVISED OF SUCH POSSIBILITY.

IN NO EVENT SHALL THE LIABILITY OF LEGALBRAVE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID TO US BY YOU FOR THE TERM OF YOUR AGREEMENT. THIS LIMITATION APPLIES TO ANY LIABILITY ARISING FROM ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

16. Assignment; Succession

Notwithstanding any other provision of this Agreement, you may not assign this Agreement. Any attempted assignment or transfer in violation of this succession will be null and void.

Subject to the foregoing restrictions, this Agreement is binding upon and will inure to the benefit of the successors, heirs and permitted assigns of the Parties.

This Agreement shall be binding upon the Parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

17. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California (state where LegalBrave is located), without regard to its conflict of laws rules or principles. Venue shall be in San Diego County, California.

18. Entire Agreement

This Agreement sets forth the entire agreement and understanding between you and LegalBrave relating to the subject matter hereof and thereof and supersedes any prior or contemporaneous discussions, agreements, representations, warranties and other communications between you and LegalBrave, written or oral, to the extent they relate in any way to the subject matter hereof.