

COURTSIDE EDX – TERMS OF SERVICE

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PLEASE READ THIS DOCUMENT CAREFULLY.

The website, and/or electronic document exchange platform accessible therefrom, located at www.edxontario.com (collectively, the “Site”) is owned and operated by Electronic Document Exchange Inc. o/a CourtSide EDX (“EDX”, “we”, or “us”). These Terms of Service, including our Privacy Policy, (www.edxontario.com/privacy), constitute a legal agreement between us and you (the “Agreement”).

BY CHECKING THE BOX WHICH STATES “I have read and agree to the Terms of Service” AND BY CLICKING THE “I Agree” BUTTON, YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY IT.

IF YOU DO NOT AGREE, PLEASE CLOSE THIS WINDOW IMMEDIATELY, AND EXIT THE SITE. USE OF THE SITE, INCLUDING YOUR PURCHASE OF SERVICES ON THE SITE, IS CONDITIONAL UPON YOUR ACCEPTANCE OF THE AGREEMENT.

IT IS CRITICAL TO NOTE THAT THE SITE ENABLES THE ELECTRONIC SERVICE OF LEGAL DOCUMENTS, BUT DOES NOT ENABLE USERS TO FILE LEGAL DOCUMENTS WITH THE APPLICABLE COURT. IT IS YOUR OBLIGATION AND RESPONSIBILITY ENSURE THAT YOU TAKE APPROPRIATE STEPS TO ENSURE THAT LEGAL DOCUMENTS WHICH ARE SERVED USING THIS SITE ARE FILED WITH THE APPLICABLE COURT. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE BY YOU TO FILE LEGAL DOCUMENTS WITH THE APPLICABLE COURT.

YOU HEREBY ACKNOWLEDGE THAT THE SITE MAY EXPERIENCE DOWNTIME FROM TIME TO TIME, AND MAY, AT ANY PARTICULAR TIME, NOT BE ACCESSIBLE FOR ANY PURPOSE, INCLUDING FOR SERVICE OR RETRIEVAL OF DOCUMENTS, AND THAT DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, DOCUMENTS GENERATED BY THE SITE, MAY NOT BE AVAILABLE FOR YOUR RETRIEVAL FROM TIME TO TIME, INCLUDING, BUT NOT LIMITED TO, DURING NORMAL BUSINESS HOURS.

YOU HEREBY ACKNOWLEDGE THAT YOU WILL SAVE ANY DOCUMENTS ACCESSIBLE FROM YOUR ACCOUNT AND WILL NOT RELY ON THE SITE FOR THE STORAGE AND SAFEKEEPING OF DOCUMENTS. WE ARE NOT LIABLE FOR YOUR FAILURE TO MAINTAIN BACKUPS OF ALL DOCUMENTS STORED WITH THE SITE, INCLUDING RECORDS OF SERVICE GENERATED BY THE SITE.

YOU HEREBY ACKNOWLEDGE THAT NEITHER THE SITE NOR THE SERVICES (AS SUCH TERMS ARE DEFINED BELOW) CONSTITUTE LEGAL ADVICE. ANY CONTENT OR MATERIALS PROVIDED ON THE SITE ARE FOR INFORMATIONAL PURPOSES ONLY. YOU AGREE TO CONSULT WITH A QUALIFIED LEGAL PROFESSIONAL WITH RESPECT TO ANY LEGAL ISSUES OR CONSEQUENCES OF USING THE SITE OR THE SERVICES, WHETHER PROCEDURAL OR SUBSTANTIVE.

1. Limited Licence for Authorized Users

You are granted a non-exclusive, non-transferable, limited licence to access and use the Site, including the services provided therein (the “Services”).

This licence is granted only if you are an Authorized User of the Services. “Authorized User” means:

- a. An individual who has registered for the Site (“Individual Subscriber”);
- b. A law firm or other organization which has registered for the site (“Group Subscriber”); or
- c. A partner, employee, independent contractor or agent of any Individual Subscriber or Group Subscriber (“Agents”).

Individual Subscribers, Group Subscribers and Agents may be collectively referred to in this Agreement as “Subscribers”.

2. Registration

To access the Services, you must first register. In order to register, you must provide us with the following information:

- a. Your first and last names;
- b. Your mailing and billing addresses;
- c. Your mobile number;
- d. Your e-mail address;
- e. If you are a lawyer, your professional registration number (as recorded by the relevant authority in the province in which you practise law), and the name of your firm or organization;
- f. Credit card information, including credit card number, expiry date and security code.

The collection and use of the information listed above is subject to our Privacy Policy at [www.edxontario.com/privacy]. Note that credit card information need not be provided during registration if you are a member of a Group Subscriber that has previously been assigned a Firm Verification Code (“FVC”), which is a code created when a Group Subscriber contacts us to subscribe to the Services. During this sign-up process, the Group Subscriber provides us with credit card information for billing and verification purposes, and the collection and use of such information is also subject to our Privacy Policy www.edxontario.com/privacy.

Once you have registered for the Services, you agree that your name, and/or postal code, and/or law firm (if applicable) will be searchable by any of the Subscribers. IF YOU DO NOT AGREE WITH THE FOREGOING CONDITION OF USE, AND DO NOT WISH FOR YOUR NAME TO BE SEARCHABLE THROUGH THE SITE, THEN PLEASE DO NOT REGISTER FOR THE SERVICES.

3. Passwords

As part of the registration process, you will be asked to create a password. You are responsible for maintaining the confidentiality of your password, and are responsible for all activities that occur under your password. You must notify us immediately of any unauthorized use of your password or any other breach of security, and should ensure that you exit from your account at the end of each session. We are not liable for any loss or damage arising from your failure to protect your password.

4. Membership Plans

During the registration process, you will be asked to subscribe to a membership plan, to which the following terms apply:

- a. The prices indicated are exclusive of all applicable taxes;
- b. Subscribers with paying membership plans will be charged monthly starting on the day the subscription was initially created and the first day of each month thereafter. Sign-ups that take place in the middle of a month will be charged on a pro-rata basis according to the remaining days in the month after sign-up, inclusive of the sign-up day;
- c. No refunds or credits will be issued for partial months of service;
- d. Membership plans can be changed at any time in the Account Settings section of the site. Changes from one type of plan to another type of plan take effect at the beginning of the next calendar month. For the remainder of a calendar month in which a change is made, you will be charged for monthly fees and individual services based on the pre-change plan.

- e. All prices are subject to change upon notice. Such notice may be provided by an e-mail message from us to you, or in the form of an announcement on the Site.

5. Cancellation and Termination

The Agreement begins on the date you first register for the Services, and continues until terminated in accordance with the provisions hereof.

You may terminate the Agreement by cancelling your subscription with 30 days' notice by sending an e-mail to support@edxontario.com.

We may unilaterally terminate the Agreement at any time, and may suspend, disable, or delete your password, account (or any part thereof) or use of the Site, for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Agreement.

Upon cancellation of your subscription or termination of this Agreement, we reserve the right to retain all personal information provided by you during the registration process, subject to applicable privacy laws.

Even after the Agreement is terminated, paragraphs 3, 6, 9, 10 and 11 continue to survive and be of full force and effect.

6. Restrictions

You agree that you will not use the Site or the Services in any manner which may be detrimental to us, including, but not limited to, any of the following:

- a. Using the Site or the Services in any manner which may infringe any intellectual property rights, or in any manner which is unlawful or offensive, including (but not limited to) libelous, defamatory, pornographic or obscene;
- b. Reverse engineering, decompiling, disassembling or otherwise tampering with the Site or the Services;
- c. Using the Site or the Services to upload, post, host or transmit unsolicited bulk e-mails, self-replicating computer programs, or any code of a destructive or malicious nature; or
- d. Misrepresenting your identity in registering for or using the Site, tampering in any way with another user's account, or performing any action whatsoever that is or could be construed as an attempt to misrepresent the identity of the user serving the document, the identity of the recipient of the document, or the contents of the document being served.

7. Documents Uploaded to Site

You acknowledge that any and all documents uploaded to the Site may be accessed by us from time to time for the purposes of testing, maintaining and verifying information regarding the Services including, but without limitation, the delivery and content of the Services, or otherwise ensuring the proper functioning of the Services. For this reason, you acknowledge that any documents you upload to the Site may not remain confidential. You acknowledge that you have no greater expectation of privacy for documents uploaded on this site as you would for documents filed at a court, which are in the normal course a matter of public record.

8. Changes to Terms of Service

We may amend the Agreement from time to time. We will notify you of any such amendments by posting an updated version of the Agreement on the Site. You are responsible for checking for any such changes. Your continued use of the Services after any such changes means that you agree to be bound by such changes.

9. Limitation of Liability

IN NO EVENT WILL EDX, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR ANY OF THE RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES THEREOF (THE "EDX PARTIES") BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, EVEN IF THE EDX PARTIES, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL ANY OF THE EDX PARTIES BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY OF THE FOLLOWING:

- A. YOUR FAILURE TO FILE COPIES OF ANY DOCUMENTS WHICH HAVE BEEN SERVED USING THE SITE WITH THE APPLICABLE COURT;
- B. YOUR FAILURE TO ENSURE THAT ANY INFORMATION RELATED TO DOCUMENTS SERVED IS PROPERLY ENTERED BY YOU ON THE SITE;
- C. YOUR FAILURE TO PROPERLY IDENTIFY THE MEMBER OR SUBSCRIBER TO WHOM YOU ARE SERVING DOCUMENTS;

- D. YOUR FAILURE TO ENSURE THAT ANY DOCUMENTS WHICH HAVE BEEN UPLOADED TO THE SITE ARE NON-CONFIDENTIAL AND MEANT TO BE PUBLICLY AVAILABLE;
- E. FAILURE OF THE APPLICABLE COURT TO ACCEPT DOCUMENTS FOR FILING WITH THE RECORD OF SERVICE GENERATED BY THE SITE;
- F. USE OF OR INABILITY TO USE THE SITE AND/OR THE SERVICES; OR
- G. TECHNICAL PROBLEMS WITH THE SITE AND/OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO VIRUSES, DATA CORRUPTION, TRANSMISSION ERRORS, INSUFFICIENT BANDWIDTH, ILLEGAL HACKING OF THE SITE, DENIAL OF SERVICE ATTACKS OR ANY OTHER INTERRUPTION TO ACCESS TO THE SITE OR THE SERVICES.

IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF EVERY KIND WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IN RESPECT OF THE TRANSACTION OR TRANSACTIONS DIRECTLY RELATING TO THE ALLEGED LOSSES, DAMAGES, INJURIES OR CLAIMS OF ANY KIND.

IN ANY EVENT, YOU HEREBY AGREE TO TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR REASONABLE TO MITIGATE ANY FAILURE OF THE SITE TO DELIVER THE SERVICES IN ACCORDANCE WITH THE INTENDED FUNCTIONALITY OF THE SITE.

10. Disclaimer

THE SITE AND THE CONTENT AND MATERIALS THEREON (INCLUDING THE SERVICES) ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS. WE MAKE NO, AND DISCLAIM ALL, REPRESENTATIONS, WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, OR ARISING BY STATUTE, USAGE OR TRADE, CUSTOM OR OTHERWISE, OF ANY KIND WITH RESPECT TO THE SITE, THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SITE AND/OR THE SERVICES. WE DO NOT GUARANTEE THAT THE SITE OR THE SERVICES WILL BE SUFFICIENT OR APPROPRIATE FOR EVERY USER.

11. Indemnity

You agree at all times to indemnify, defend and hold harmless the EDX Parties against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever

(including legal and other fees and disbursements) sustained, incurred or paid by the EDX Parties, or any of them, directly or indirectly in respect of any violation of the Agreement by you or any activity related to your account (including negligent or wrongful conduct) by you or any person accessing the Site and/or the Services using your account.

12. Entire Agreement

This Agreement as it may be amended by us from time to time, and any and all other legal notices and policies on this web site, constitute the entire agreement between you and us with respect to the use of the Site and the Services.

13. Severability

Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

14. Governing Law

By accessing the Site, you agree that all matters relating to access to, or use of, the Site shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You also agree and hereby submit to the non-exclusive personal jurisdiction and venue of the courts of the Province of Ontario and acknowledge that you do so voluntarily and are responsible for complying with all local laws.

To the fullest extent permitted by applicable law, you agree to waive any right you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against us related to this Site, the Services, or this Agreement and, where, applicable, you also agree to opt out of any class proceedings against any of the EDX Parties.

We have required that this Agreement and all documents relating thereto be drawn up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient entrés en anglais.