

## **Terms and Conditions for Her Hub’s Portal**

**Date: December 13, 2025**

These Terms and Conditions as well as other legal documents incorporated by reference (collectively, the “**Terms**”) govern the use of Her Hub’s online portal (the “**Portal**”), including account registration, account security, user obligations and acknowledgments, Portal usages rules and acknowledgements, confidentiality terms, legal counsel service terms, costs and compensations, liability limits, and user duties.

The Terms describe important information about your legal rights, obligations, responsibilities, restrictions and remedies for all parties. The Terms furthermore specify Her Hub’s limited scope of facilitating connections between the Organizations (as defined below) and Legal Counsel (as defined below) concerning Legal Counsel Services (as defined below). Her Hub’s role is limited to providing the Portal and does not include any involvement in the Legal Counsel Services provided by Legal Counsel to the Organizations. Her Hub **does not** itself practice law or provide Legal Counsel Services and accordingly, shall not be liable for the work executed or performed by Legal Counsel and is not responsible for any issues whatsoever the Organization has with the Legal Counsel. Furthermore, Her Hub does not guarantee that it will always be able to find Legal Counsel for all of the Organizations’ tasks and will make available whatever Legal Counsel it can.

The Terms incorporate Her Hub’s Privacy Policy, which you can find [Privacy Policy](#). Please read them carefully. By accessing, registering for, or using the Portal, you agree to comply with these Terms and all related policies.

### **A. Definitions**

- “**Account**” means either a Legal Counsel Account or an Organization Account (both defined below), as applicable;
- “**Applicable Law(s)**” means any applicable rule, court order, common law, judgment, statute, law, regulation, decree or rule of law of any Governmental Authority having jurisdiction over Her Hub, the Portal, Organization or Legal Counsel bound by the Terms;
- “**Arbitration Procedure**” means the procedure described in section G (f) of these Terms;
- “**Authorized Representative(s)**” means, with respect to an Organization or Legal Counsel, any natural person who (a) is an officer, director, employee, or other agent of the Organization or Legal Counsel, and (b) has actual authority, evidenced by a written delegation, board resolution, power of attorney, role-based authority under such Organization’s or Legal Counsel’s policies, or other contemporaneous written designation (including electronic communication), to act for and bind the Organization or the Legal Counsel for the specific purpose of using the Portal;
- “**Confidential Information**” means any information disclosed by or on behalf of the Organization to the Legal Counsel pursuant to the use of the Portal, in any form, which (a) the Organization identifies to the Legal Counsel as “confidential” or “proprietary”, or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Her Hub’s Confidential Information includes technical or performance information about the Portal and information about its business plans, prices, financial information, and trade secrets. An

Organization's Confidential Information includes their Client Data. A Legal Counsel's Confidential Information includes Legal Counsel's Data;

- **“Contract”** means a binding agreement between the Organization and the Legal Counsel regarding the completion of a Legal Assignment (as defined below) by Legal Counsel;
- **“Effective Date”** means the date on which you accept these Terms or purchase a Membership, whichever occurs first;
- **“Fixed-Fee Service”** means professional legal services provided by Legal Counsel for a single, lump-sum fee that is not based on time spent or hourly rates, but instead on a defined scope of work and deliverables as agreed upon between the Organisation and the Legal Counsel;
- **“Her Hub Information”** means documents and information, such as text, photos, audio, video, articles, blog posts, forms, templates, documents, or other materials and information created by Her Hub or otherwise made available by Her Hub on or through the Portal, excluding User Data (as defined below);
- **“Her Hub Representatives”** means its parent, subsidiaries, affiliates, or any of Her Hub's or its parents', subsidiaries' or affiliates' respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors (as also described in section G (b) of these Terms);
- **“Hourly Service”** means professional legal services provided by Legal Counsel that are billed based on the actual time expended, at the applicable hourly rates in effect or as otherwise agreed upon as between the Organization and Legal Counsel when the Legal Counsel Services are rendered. Time is recorded in minimum increments of six (6) minutes (one-tenth of an hour), and all time reasonably incurred in connection with the request from the Organization is chargeable;
- **“Legal Assignment”** means a discrete task, matter component, or work product request that specifies scope, objectives, deliverables, deadlines, applicable standards, and supervision protocols, posted by the Organization on the Portal and that must be performed in accordance with the Organization's professional obligations, expectations, confidentiality and conflicts controls, quality assurance procedures, and any applicable laws, regulations, and ethical rules. Acceptance of a Legal Assignment constitutes an agreement to execute the assigned work competently, diligently, and timely within the defined parameters and escalation framework;
- **“Legal Counsel”** means any female legal counsel or female-owned professional entity duly authorized under the laws of a Canadian province or territory to provide Legal Counsel Services to the Organization through connections facilitated by Her Hub, in each case acting within the scope of their licensure or authorization and in good standing with the applicable regulatory body;
- **“Legal Counsel Account”** means a unique user account established on the Portal by, or on behalf of, a Legal Counsel acting in a professional capacity, for the purpose of receiving, viewing and accepting requests posted by Organizations for Legal Counsel Services and for managing related communications. Each Legal Counsel Account is personal to the Legal Counsel identified in the account, is non-transferable and may be accessed and operated only by that Legal Counsel or an expressly authorized delegate under the Legal Counsel's supervision, in compliance with applicable law and professional conduct rules. Creation, activation, or use of a Legal Counsel Account constitutes a representation that the user is duly qualified and authorized to practice law in the

relevant jurisdiction(s). Acceptance of an Organization’s request through a Legal Counsel Account constitutes the Legal Counsel’s binding acceptance of the terms of the Organization. Her Hub may implement identity, eligibility, and credential verification for Legal Counsel Accounts, and any account opened or used in breach of the foregoing requirements is voidable at Her Hub’s option;

- **“Legal Counsel Services”** means any Hourly Service or Fixed-Fee Service, as applicable, that is requested by the Organization via the Portal;
- **“Member”** means an Organization or Legal Counsel that has purchased and maintains an active Membership;
- **“Membership”** means a subscription granting access to Her Hub’s Member-only features, content, tools, and services, as described on the website and updated from time to time in these Terms;
- **“Membership Fee”** means the fee payable by you (the Organization or the Legal Counsel, as applicable) for the Membership, as listed on the website at the time of purchase or renewal;
- **“Organization”** means any juridical or structured entity, whether incorporated or unincorporated, that operates through collective governance or management and engages, employs, or retains legal counsel to address its rights, obligations, risks, transactions, or disputes. This includes, without limitation, law firms of any size or structure; corporate legal departments and in-house counsel functions; private and public companies; partnerships, limited liability companies, and other pass-through entities; not-for-profit and nongovernmental organizations; professional associations; governmental bodies and public agencies; trusts, foundations, and fiduciary estates; joint ventures and other collaborative enterprises; and any subsidiary, affiliate, division, or business unit thereof. An organization, as used herein, encompasses both the entity as a legal person and its authorized representatives acting within the scope of their organizational roles for the purpose of seeking, receiving, or directing Legal Counsel Services;
- **“Organization Account”** means a unique account established through the Portal by, or on behalf of, the Organization or its duly authorized representative for the purpose of submitting, posting, managing or otherwise initiating requests for Legal Counsel Services via the Portal. The Organization Account is distinct from any personal or individual user account and the scope, features, and permitted uses of the Organization Account are as described in the Terms and any Portal policies incorporated therein;
- **“Payments Terms”** means the terms agreed to as between the Organization and the Legal Counsel only, without any involvement from Her Hub;
- **“Payments Data Controller”** means Stripe, and its affiliates;
- **“Portal”** means Her Hub’s website and Her Hub’s third-party online system that facilitates the existence of Organizations Accounts and Legal Counsels’ Accounts as well as the connection of the Organizations and Legal Counsel for the purposes of obtaining or providing Legal Counsel Services, respectively;
- **“Privacy Policy”** means the Privacy Policy linked to the Portal: [Privacy Policy](#)
- **“Rating”** means a quantitative or qualitative score, evaluation, or assessment assigned by an Organization to the Legal Counsel, based on the Organization’s assessment of performance, quality, timeliness, compliance with directions, and other relevant criteria reasonably determined by the Organization in good faith. A Rating (a) is non-binding and does not constitute a waiver of any rights or remedies that a party may otherwise have; (b) may be used by the Organization for

performance management, benchmarking, and decision-making, including determining eligibility for incentives, corrective actions, or Contract renewal; and (c) shall be made using information reasonably available to the Organization at the time and may be updated or revised to correct errors or reflect new information. Ratings reflect the opinions and experiences of the Organizations, not the opinion of Her Hub;

- **“Review”** means a publicly available good-faith assessment provided by an Organization following the delivery of Legal Counsel Services regarding the Legal Counsel that delivered such Legal Counsel Services. Reviews reflect the opinions and experiences of individual Organizations and do not reflect the opinion of Her Hub;
- **“Services”** means any features, content, tools, or functionalities provided by Her Hub through its website or the Portal to Members;
- **“Taxes” or “Indirect Taxes”** means any harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value-added tax, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority in connection with the requisition and delivery of Legal Counsel Services;
- **“User(s)”** means any user of the Portal, including the Organization or Legal Counsel;
- **“User Data”** means any and all data, information, content, documents, records, files, materials, and related metadata, in any form or medium, that are provided or otherwise made available, directly or indirectly, through or on the Portal by the Organization to Legal Counsel that the Organization chose to engage for the purposes of obtaining Legal Counsel Services, together with all copies, extracts, reproductions, summaries, notes, analyses, and other derivatives that contain, reflect, or are derived from the foregoing. User Data includes, without limitation, personal data/personal information and confidential information of the Organization and its clients, and may be subject to attorney–client privilege and/or work product protection as dictated by the applicable jurisdiction’s code of conduct;
- **“User Information”** means any and all information provided by either the Organization or the Legal Counsel as a result of the Membership on the Portal for the purposes of obtaining or providing Legal Counsel Services, respectively;
- **“Website”** means herhub.ca and any sub-domains or related domains connected to the Portal;
- **“You” or “Your(s)” or “you” or “your(s)”** means the Organization or the Legal Counsel, as applicable in the sections of these Terms.

## **B. Overview**

Her Hub ("**Her Hub**," "**we**," "**us**," "**our**") is a not-for-profit online portal that enables Organizations to connect with Legal Counsel, and vice versa, via Her Hub’s online Portal for the purposes of engaging Legal Counsel to complete the Organization’s Legal Assignments. Her Hub’s purpose is to assist Organizations in locating and connecting with Legal Counsels, making Legal Counsel Services more accessible, transparent, and convenient.

Her Hub maintains the Portal and the Website to help coordinate, schedule, and arrange Legal Counsel Services. Upon the submission of a Legal Assignment (along with the specific criteria such as practice area, year of call, deadline etc.) for Legal Counsel Services through the Organization's Account on the Portal, all Legal Counsel with such criteria will automatically receive the Legal Assignment and has the option to accept it, at which time the Organization is notified of the acceptance. It is solely the Organization's decision on whether to proceed with the said Legal Counsel, without any involvement from Her Hub Representatives.

**Her Hub does not employ Legal Counsel, is not a law firm and is not authorized to practice law. Accordingly, Her Hub does not provide Legal Counsel Services.**

**Any Legal Counsel Services delivered by Legal Counsel through the Portal are independent of Her Hub's control. Furthermore, Her Hub does not assess or guarantee the quality, accuracy, sufficiency or standards of the Legal Counsel Services provided to Organizations by Legal Counsel. Her Hub's only role is to facilitate connections—supporting Legal Counsel to connect with Organizations for the purposes of obtaining Legal Assignments, and helping Organizations access necessary resources.**

In order for an Organization to post a Legal Assignment or for Legal Counsel to access and accept a Legal Assignment, the Portal features require you to register and activate an Account. Subject to Applicable Laws, Her Hub may refuse service or revoke access at any time.

### **C. Account Registration and Security**

#### **i. Registration and Acceptance**

By using the Portal—whether by creating an Organization Account or a Legal Counsel Account—you agree to these Terms. If you access the Portal on behalf of an Organization (including registering an Account as its agent), you represent you have the authority to bind that entity, and both you and the entity accept these Terms. To register and activate an Account, complete your profile and provide all required details. Upon reasonable request, you will provide proof of identity and will ensure all information you submit is true, accurate, and complete—updating it as needed to remain current. You will not provide false or misleading information about your identity, qualifications, location, business, or skills. If such information becomes obsolete, you will promptly correct it. We may suspend or remove your Account without notice if information is false or misleading. By submitting registration information or posting any information via applications, orders, profiles, chats, emails, message boards, groups, forums, online forms, blogs, bulletin boards, journals, or forms from workshops/events, you consent to our collection, storage, and use of such information as described in these Terms.

#### **ii. Account Security**

You play a critical role in protecting data and security. Keep your username, password, and any other credentials confidential. Maintain appropriate safeguards, including physical protections, strong passwords, encryption, organizational security protocols, reputable anti-virus tools, and any other reasonable measures we may require. Notify us immediately of any suspected unauthorized access, credential compromise, or other security incident, and sign out after each session. You are responsible for misuse of your credentials or unauthorized access to your Account. We may implement additional security measures. Some may be mandatory. However, if optional and you decline them, you assume related risks. We may deactivate or terminate your Account, credentials, or identifiers at any time, especially for violations of these Terms,

without refunds or credits. If disabled or terminated, you may not create or register a new Account under your name, another name, a different email, or as a third party. Do not bypass Portal security, among other things by: (i) accessing data not intended for you; (ii) breaching security or authentication; (iii) restricting, disrupting, or disabling services; (iv) interfering with network services or our administration; (v) using any devices, systems or applications to access or copy information or confidential information; (vi) introducing malware; (vii) decompiling or reverse engineering Portal software; or (viii) otherwise interfering with normal operations of the Portal. Do not use network monitoring or discovery tools to map site structure or collect usage or User information.

### iii. Portal Accounts

Two Account forms are available on the Portal: (1) an Organization Account and (2) a Legal Counsel Account.

#### 1. Organization Account

An individual may create an Organization Account for themselves or as an authorized representative of an Organization. Only the designated authorized individual may access, use, and manage the Organization Account. If you create an Organization Account for yourself or on behalf of an Organization, you represent and agree that:

- a) you are at least 18 (or the age of majority where you live), capable of entering binding agreements and/or authorized to bind the Organization to binding contracts;
- b) you are duly authorized to act for the Organization;
- c) you will use the Portal only for your or your Organization's lawful legal needs;
- d) you and/or the Organization will comply with these Terms;
- e) the creation or use of your Organization Account by an individual acting on your Organization's behalf shall be deemed to be the act of the Organization; and
- f) you remain responsible for all actions and omissions undertaken through your Organization Account, including by your employees, agents, and invitees;
- g) you will use the Portal solely for the purpose of posting legal assignments and communicating with Legal Counsel who have responded to or accepted your request. You will not use the Portal for any other purpose, including but not limited to general marketing, solicitation unrelated to posted Legal Assignments, or activities outside the scope of engaging with Legal Counsel in connection with your posted Legal Assignments;
- h) under no circumstances will you alter, modify, change or delete information related to any Legal Counsel Account or other features of the Portal unassociated with the Legal Assignment for which you require Legal Services.

#### 2. Legal Counsel Account

An individual that registers a Legal Counsel Account agrees and represents that the Legal Counsel:

- a) is currently qualified, licensed and authorized to practice law ("**Active Status**") at the Canadian jurisdiction the Legal Counsel intends to provide the Legal Counsel Services in;
- b) will maintain that Active Status so long as the Legal Counsel Account is active;
- c) is in good standing with the relevant bar or law society;
- d) is bound by and will comply with the respective jurisdictions' Code of Conduct, including the withdrawal from a legal matter should a Conflict of Interest arise;

- e) will satisfy all licensing, registration, and professional obligations (including applicable Codes) for herself and, if relevant, her law firm;
- f) will comply with Applicable Laws;
- g) is a member of a law firm, of a professional corporation or authorized to practice as a sole practitioner;
- h) consent to the Portal profile being visible to Organizations using the Portal; and
- i) carry professional negligence and errors & omissions insurance and any other insurance required by law, your professional corporation or your law firm.

Her Hub may suspend or remove your Legal Counsel Account at its discretion, including if you lack a valid license, breach these representations or the Terms, or if, in Her Hub's judgment formed by the Organizations' feedback, your performance does not meet required standards.

#### **D. User Obligations and Acknowledgments**

Her Hub does not guarantee and is not responsible for: (i) the identity of any Organization; (ii) whether an Organization is legally authorized to enter a Contract; (iii) an Organization's ability or intent to pay the Legal Counsel it selected for the Legal Assignment; or (iv) any Ratings, Reviews, comments, or posts by Organizations.

##### 1. Organization Obligations and Acknowledgments

Organizations have full discretion and responsibility in using the Portal, including: (i) entering into Contracts or booking Legal Counsel Services; and (ii) determining, negotiating, and finalizing the scope and details of Legal Counsel Services with a Legal Counsel. Accordingly, as an Organization, you acknowledge and agree that:

- a) Her Hub makes no guarantees and disclaims liability for:
  - i. the quality, safety, or legality of Legal Counsel Services arranged or provided through the Portal for the purposes of the completion of Legal Assignments;
  - ii. the credentials, disciplinary record, or professional status of any Legal Counsel;
  - iii. a Legal Counsel's ability to perform Legal Counsel Services; or
  - iv. a Legal Counsel's willingness to provide services.
- b) the Legal Counsel you have elected to engage is an independent contractor and not an employee, agent, or partner of Her Hub and the Legal Counsel has no authority to bind Her Hub in any manner;
- c) you will ensure that all Legal Counsel you chose for the various Legal Assignments you require Legal Counsel Services for have their own professional liability insurance and any other necessary insurance coverage required to perform the Legal Counsel Services;
- d) you will provide any Legal Assignments directly to the Legal Counsel and will communicate directly with the Legal Counsel regarding any and all aspects of the Legal Counsel Services;
- e) Legal Counsels work for themselves and are not employees of Her Hub;
- f) you will include anything you deem fit to protect your confidential information and sensitive matters and whatever else you need the Legal Counsel to sign to ensure they are cleared to perform the Legal Assignment you require;
- g) Legal Counsels retain full autonomy in using the Portal and are solely responsible for:
  - i. deciding whether to accept Contracts or bookings;
  - ii. negotiating and defining the final scope of Legal Counsel Services for an Organization;
  - iii. delivering Legal Counsel Services under a Contract; and
  - iv. invoicing and billing Organizations directly.

- h) Her Hub does not supervise, direct, or control any Legal Counsel, any Contract, or the timing, scope, or delivery of Legal Counsel Services;
- i) Her Hub is not a party to any Contract between the Organization and the Legal Counsel and bears no liability or obligations arising from it;
- j) you set the search criteria on the Portal based on the Legal Assignment, scope, timeline of task completion, practice area, year of call or other criteria you may find fit for the Legal Assignment;
- k) once your posting is sent through the Portal, it reaches your intended subset of Legal Counsel and gets picked up on a first come first serve basis i.e. once the first available Legal Counsel responds to the posting, the Legal Assignment is no longer available for others to see;
- l) you are solely responsible for all government fees, disbursements, and Indirect Taxes related to your Contract.
- m) as an Organization, you own all your User Information, including any data, files or materials that you post or upload through your Organization Account on the Portal (“**Organization Data**”);
- n) you grant Her Hub a non-exclusive right to copy, transmit, back-up or otherwise use your Organization Data to perform its obligation under the Terms through the Portal by providing such information to Legal Counsel for the purposes of Legal Counsel Services.

## 2. Legal Counsel Obligations and Acknowledgments

As Legal Counsel, you acknowledge and agree that:

- a) Her Hub is not a party to any Contract you have entered into with any of the Organizations you have connected with through the Portal and assumes no responsibility or liability for same;
- b) you are not employed by Her Hub and are not entitled to employment rights or benefits;
- c) Her Hub does not provide training, tools, materials or premises related to your Legal Counsel Services to any of the Organizations;
- d) Her Hub does not negotiate or set your Payment Terms due from the Organization;
- e) no Payments Terms whatsoever go through Her Hub other than the monthly Membership Fee;
- f) Her Hub shall not be involved in any payment transactions between you and the Organization;
- g) you will be paid directly by the Organization with no involvement, visibility or privity from Her Hub;
- h) the Organization shall be responsible from paying you directly for any Legal Counsel Services that you provide;
- i) Her Hub makes no guarantees or representations as related to a minimum payment, salary expectations or any specific quantity of Legal Assignments available for completion;
- j) Her Hub will not ever manage, oversee, control, organize or administer the delivery of your Legal Counsel Services, nor is it involved in the scheduling, deadline and scope of your Legal Counsel Services;
- k) you will provide your work product directly to the Organization without Her Hub’s involvement whatsoever;
- l) you agree to provide Legal Counsel Services to the Organizations you connect with through Her Hub’s Portal in a professional and diligent manner, in accordance with the highest legal and ethical standards and in compliance with all applicable laws and regulations of the relevant jurisdiction;
- m) Her Hub has no say on your work schedule;
- n) as Legal Counsel, you own all your User Information, including any data you post on Her Hub’s Portal (“**Legal Counsel Data**”);
- o) you grant Her Hub a non-exclusive right to copy, transmit, back-up or otherwise use your Legal Counsel Data to perform its obligation under the Terms through the Portal by providing such

information to Organizations to enable you to provide the Organizations with the required Legal Counsel Services;

- p) as Her Hub does not have visibility in your revenue and earnings from any Organizations, you alone are responsible for any and all withholdings, remittances or liabilities relating to any Taxes related to payments you receive as a result of Legal Counsel Services provided to Organizations;
- q) Her Hub is not liable to you or the appropriate authority for your Taxes;
- r) you are solely responsible for obtaining any required or desired insurance including, liability, health, workers' compensation, disability, unemployment, or otherwise;
- s) you understand you are not covered nor are eligible for any insurance maintained by Her Hub.

### 3. Additional Obligations and Acknowledgements

As previously noted, Her Hub is not a law firm. We provide the Portal, including the management and support of the website and the Portal, to help arrange and schedule Legal Counsel Services. When an Organization requests assistance by posting a Legal Assignment via the Portal, the request will automatically go to all Legal Counsels with an active account that satisfy the criteria set out by the Organisation. The interested and available Legal Counsel can then accept the task, which will then be communicated to the Organisation. Ultimately, the Organization alone is responsible for selecting and engaging the Legal Counsel.

**ACCORDINGLY, HER HUB IS NOT A PARTY TO ANY CONTRACT ENTERED INTO AS A RESULT OF BEING CONNECTED THROUGH THE PORTAL.**

**BECAUSE HER HUB DOES NOT PRACTICE LAW OR PROVIDE LEGAL COUNSEL SERVICES, IT DOES NOT FORM A SOLICITOR-CLIENT RELATIONSHIP WITH ANY PARTY USING THE PORTAL, NOR DOES IT OWE ANY SPECIAL DUTY OF CARE THAT WOULD OTHERWISE ARISE FROM SUCH A RELATIONSHIP.**

Legal Counsels likewise exercise full discretion and are solely accountable for their use of the Portal, which includes: (i) choosing whether to accept any Contract or booking; (ii) outlining, negotiating, and confirming the ultimate scope of Legal Counsel Services to be provided to an Organization; (iii) delivering Legal Counsel Services under a Contract; and (iv) preparing invoices and collecting payment from an Organization for the Legal Counsel Services.

The information provided through Her Hub or the Portal is for general use only and should never be interpreted as legal advice. Before making any decisions or taking action based on Her Hub information—legal or otherwise—you should consult with a qualified professional or seek advice tailored to your circumstances. There may be factors unknown to us that affect whether the information applies to your situation, and you assume all risk in relying on such information. Her Hub Information is not a substitute for professional advice. Always consult a professional for any specific concerns. Do not disregard or delay seeking professional advice because of something you have read in the Her Hub Information.

Although we make efforts to ensure that Her Hub Information is accurate and up to date, we do not guarantee, warrant, or promise—either expressly or implicitly—that the information is reliable, complete, or current. **Your use of the Portal and Her Hub information is at your own risk, and Her Hub disclaims any responsibility or liability for your use.**

The Portal may also include materials from third parties, such as other Users or external licensors. Any opinions or statements expressed in third-party information, other than Her Hub Information, are solely those of the respective authors or providers and do not reflect the views of Her Hub. Her Hub is not responsible or liable for the accuracy or information of any third-party materials.

You acknowledge and agree that Her Hub is not required to verify the accuracy or truthfulness of any information about Legal Counsels included in Her Hub Information. Her Hub makes no representations or warranties regarding the accuracy, quality, effectiveness, or truth of any information or information related to any Legal Counsel.

#### 4. Electronic Communications

You expressly consent to receive communications from us, including the Portal, which may include emails, SMS text messages, phone calls, and push notifications sent to the mobile number and/or email address you have provided. By providing your consent, you acknowledge and accept that you may receive communications—including marketing messages sent via automated dialing systems with pre-recorded information—on behalf of Her Hub, its affiliates, or other Portal Users. These communications may cover, but are not limited to, operational updates about your Account or Portal activity, information about new or existing Portal features, promotional offers, and updates about Her Hub or industry developments.

You agree that we may deliver notices to you via email, SMS, phone calls, push notifications to your provided mobile number, or by posting them on the Portal. You accept that any such notice satisfies any legal requirement for written communication. Notices are considered delivered once sent, regardless of whether you actually read or receive them.

Ultimately, email communications related to Legal Counsel Services will be sent directly to the Legal Counsel selected by the Organization and Her Hub is not involved in any intermediary correspondences between the Organization and the Legal Counsel as related to the Legal Assignment (whether in final form or not). That is the Legal Counsel's sole responsibility.

### **C. Portal Usage Rules and Acknowledgements**

The Portal is owned and managed by Her Hub. All rights, ownership, and interests in the Portal—including, but not limited to, Her Hub information on the website as well as any information, documents, logos, graphics, audio, and images displayed or made available on the Portal (“**Protected Materials**”)—belong to Her Hub or, where applicable, to our third-party partners, developers, or suppliers.

Unless you have received express written permission from Her Hub, you are not permitted to copy, reproduce, republish, download, upload, post, display, transmit, or distribute any Protected Materials in any way. Nothing on the Portal should be construed as granting any license or right to use our intellectual property, whether by estoppel, implication, or otherwise.

All rights not expressly granted in these Terms remain with Her Hub.

#### **1. Limited and Specific Use of the Portal**

Her Hub retains all right, title and interest in and to the Portal, including all intellectual property rights. Her Hub grants you a limited, non-exclusive, revocable and non-transferable license to access and use the Portal, as long as you adhere to the Terms. Her Hub reserves the right to modify or discontinue the Portal at any time without notice.

We strive to keep the Portal secure, safe, and functioning properly, but we cannot guarantee that access will always be uninterrupted or that all features will remain available at all times. Features may be removed or changed at any time without advance notice.

Framing the Portal on other websites or linking to pages other than the homepage is not allowed. We

reserve the right to withdraw linking permission at any time without notice. Any website you link from must comply with these Terms, and you agree to cooperate with us to stop any unauthorized linking or framing immediately.

Her Hub reserves the right to revoke any license to access the Portal at any time, with or without notice.

As applicable to either the Organization or Legal Counsel, you are not to:

- use the Portal—or encourage, facilitate, instruct, or pressure others to do so—for conduct that violates Applicable Laws; for illegal or fraudulent purposes; to harm others; or to upload, host, display, distribute, or otherwise make available unlawful information.
- Further, the following activities are prohibited on the Portal:
  - sending unsolicited or bulk requests to Legal Counsels or duplicating job posts so multiple versions remain active at the same time;
  - seeking, offering, promoting, or endorsing services, information, or activities that are deceptive or fraudulent;
  - posting the same Legal Assignment multiple times after available Legal Counsel accept the said Legal Assignment;
  - sharing or requesting direct contact details (e.g., email, phone, Skype) in connection with a Contract or within a Legal Counsel Account;
  - disclosing any Users' personal data;
  - requesting payment without a genuine intent to deliver Legal Counsel Services in return;
  - asking for unpaid work or pro bono work or requiring Legal Counsels to produce work during negotiations for little or no compensation;
  - creating duplicate Accounts or sharing an Account;
  - selling, transferring, or gifting an Account;
  - advertising or promoting a competing Portal, product, service, or provider;
  - soliciting Organizations or Legal Counsels on behalf of a competing Portal, product, service, or provider, including using the Portal to recruit them to another portal or company; and
  - any conduct that could compromise the Portal's integrity or Her Hub's proprietary information, including accessing or using the Portal to develop a competing portal, product, service, or application, or to publish performance benchmarks or analyses about the Portal.

## **2. Our Data Security Obligations**

We maintain, and will continue to maintain, commercially reasonable administrative and technical measures to safeguard the confidentiality, security, and integrity of all data collected by Her Hub. In coordination with third-party vendors and hosting providers that support the Portal, we will: (i) follow industry standards for transmitting and storing information; (ii) deploy network protection controls—including firewalls, authentication and vulnerability management; and (iii) ensure our hosting environments comply with prevailing privacy and security standards.

## **3. Privacy and Data Protection**

Our [Privacy Policy](#), incorporated into these Terms, explains how we handle personal data (e.g., name and email). We may update the Privacy Policy from time to time, provided any changes comply with applicable privacy laws. All parties (including Her Hub) agree to comply with the respective obligations under privacy laws governing the collection, storage, use, and processing of personal information.

#### **4. Off-Portal Transactions**

You recognize that: (a) Her Hub has dedicated substantial labour and resources to develop the Portal enabling Organizations to connect with Legal Counsels online in a straightforward and transparent way; and (b) Her Hub primarily receives compensation for offering the Portal to Users through the Membership described in these Terms.

Her Hub's Membership Fees are earned only from the active memberships of the Organizations and the Legal Counsels. Therefore, unless Her Hub provides explicit written consent:

- b. as Legal Counsel, you agree to exclusively use the Portal to obtain Legal Assignments from any Organizations as related to any Contract that results from or is facilitated by your use of the Portal; and
- c. as an Organization, you agree to use the Portal exclusively to request Legal Counsel Services and enter into Contracts for any Legal Counsel-Organization relationship or Contract that arises from or is facilitated by your use of the Portal.

#### **5. Intellectual Property**

The Services, website, and all content, features, and functionality are owned by Her Hub and its licensors and are protected by intellectual property laws. Your Membership grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your personal or internal business purposes during the membership period. No ownership or other rights are granted except as expressly stated.

#### **6. Third-Party Services**

The Services may integrate or link to third-party websites, products, or services. Her Hub does not control and is not responsible for third-party services, and your use of them may be subject to separate terms and privacy policies. Her Hub is not liable for any acts or omissions of third parties.

##### **E. Confidentiality**

###### **a) Use and Safeguarding**

Each party, as a recipient of Confidential Information, agrees to: (a) use such information solely to fulfill its responsibilities and exercise its rights under the Terms; (b) refrain from disclosing Confidential Information to any third party without the prior consent of the disclosing party, except as otherwise permitted by the Terms; and (c) protect Confidential Information using at least the same level of care it applies to its own similar information, and no less than a reasonable standard of care.

Legal Counsel acknowledges that she may have access to confidential and proprietary information of Her Hub and of the Organizations' to which she has agreed to provide Legal Counsel Services to. Legal Counsel agrees to maintain the confidentiality of all Confidential Information and not to disclose it to any third party under any circumstances. Upon termination of the provision of Legal Counsel Services, Legal Counsel shall return or destroy all Confidential Information and any other materials provided by the Organization. Legal Counsel is bound by the Code of Conduct of the jurisdiction providing the Legal Counsel Services.

###### **b) Authorized Disclosures**

The recipient is permitted to share Confidential Information with its employees, agents, contractors, and other representatives who have a legitimate need to access it, provided that the recipient remains accountable for their adherence to this Confidentiality section and ensures they are subject to confidentiality obligations that are at least as stringent as those outlined here.

###### **c) Mandatory Disclosures**

The recipient may disclose Confidential Information if required by applicable law, in which case, the recipient will only disclose the portion of Confidential Information that is legally mandated. Where allowed by law, the recipient will provide the discloser with reasonable advance notice of the required disclosure and will reasonably assist, at the discloser's cost, in seeking confidential treatment for the disclosed information.

d) **Exceptions**

The obligations of confidentiality do not extend to information that the recipient can demonstrate: (i) is or becomes publicly available through no fault of the recipient; (ii) was known or possessed by the recipient without any confidentiality restrictions prior to disclosure; (iii) was lawfully received from a third party without confidentiality obligations; or (iv) was independently developed without reference to or use of the Confidential Information.

e) **Compelled Disclosure of Confidential Information**

Her Hub's primary responsibility is to protect Confidential Information as permitted by applicable law. However, Her Hub may disclose such information to third parties as required or authorized by law (including in response to subpoenas or court or tribunal orders), and where required, will cooperate with legal or regulatory authorities in the investigation of any criminal, civil, or administrative matters. In such cases, only the portion of Confidential Information that is legally required will be disclosed.

f) **Remedies**

Any violation of this Confidentiality section may result in the right to claim equitable remedies, such as injunctive relief, in addition to any other remedies available.

**F. Legal Counsel Ratings**

Both Organizations and Legal Counsels may request or submit Reviews, or Ratings to be posted on Her Hub. For Organizations, ratings and reviews provide a summary of the quality and satisfaction to be expected for the Legal Counsel Services. For Legal Counsel, the ratings and reviews are a real-time feedback loop that guides Legal Counsel Services improvements and decisions. However, this information is provided voluntarily by Organizations or Legal Counsels and remains unverified by Her Hub. Although this is not an endorsement or recommendation by Her Hub, in the spirit of transparency and to shape the trust of Organizations in the quality of Legal Counsel Services they seek to obtain through the Portal, such reviews or ratings will be made available to prospective Organizations that seek Legal Counsel Services.

Her Hub does not guarantee the accuracy or reliability of any User Information, Reviews, or Ratings, nor does it verify their correctness. Any opinions or statements expressed in User Information, Reviews or Ratings —other than official Her Hub Information—are solely those of the individual or entity providing them and do not necessarily reflect the views of Her Hub.

**Her Hub expressly disclaims any legal liability for User Information, Reviews, Ratings, or third-party materials that are displayed or accessible on the Website, even if such information is defamatory or otherwise actionable. To protect the integrity of the feedback system and prevent misuse, Her Hub reserves the right, but is not obligated, to remove any feedback, User Information, Reviews, Ratings, or third-party information that, at its sole discretion, violates the Terms, harms the Portal, compromises the feedback system, or otherwise conflicts with the Portal's objectives or Her Hub's business interests.**

You agree to promptly inform us of any errors or inaccuracies in your User Information, Reviews, or Ratings. If you do not notify us, we may presume the information is correct. Additionally, you commit to provide Ratings and Reviews that are truthful, accurate, not offensive or defamatory, reflect your genuine

experience with a Legal Counsel, and are not based on the outcome of any particular legal matter.

Furthermore, you represent and warrant that your use of the Portal, as well as any User Information, Reviews, or Ratings you submit, will not:

- a. breach any applicable federal, provincial, local, or international laws, rules, or regulations, including rules and regulations related to data or software export, intellectual property, or the rights of publicity and privacy, or contain information that could result in civil or criminal liability or otherwise conflict with the Terms;
- b. stalk or attempt to exploit any individual, or harming minors by exposing them to inappropriate information;
- c. provide or contribute false, inaccurate or misleading information, including any attempt to falsify or manipulate Ratings or Reviews;
- d. post material that is exploitative, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, gender, religion, nationality, disability, sexual orientation, age, or any other prohibited ground;
- e. create the impression that they originate from or are endorsed by Her Hub or any other person or entity other than the Organization;
- f. send, knowingly receive, upload, download, use, or reuse any information that does not comply with these Terms;
- g. impersonate or attempt to impersonate Her Hub, a Her Hub Representative or any other person or entity by using personal data such as email addresses, names, screen names, titles, or designations;
- h. engage in any conduct that restricts or prohibits anyone's use or enjoyment of the Portal, or that, as determined solely by us, may harm Her Hub or other Users or expose them to liability; or
- i. promote illegal activity, advocate, promote, or assist any unlawful act.

This list of prohibitions is illustrative and not exhaustive. Her Hub is not required to monitor, enforce, or remove any User Information, Reviews, Ratings, or other information submitted by you or any other User. You are solely responsible for ensuring that your use of the Portal and any User Information, Reviews, or Ratings you provide adhere to the foregoing restrictions.

You acknowledge and agree that you, not Her Hub, are responsible for any User Information, Reviews, or Ratings you submit, and you assume full legal responsibility, including to third parties, for their accuracy, truthfulness, timeliness, and completeness. Her Hub is not liable to you or any third party for any User Information, Reviews, or Ratings, or for their accuracy, truthfulness, timeliness, or completeness, whether provided by you or any other User.

Her Hub respects copyright law and expects Users to do the same. If you believe that any information on the Portal infringes your copyright, please contact us at [info@herhub.ca](mailto:info@herhub.ca).

### **G. Costs & Compensations**

Her Hub does not facilitate a payment infrastructure as between the Organizations and Legal Counsel. The Organizations' and Legal Counsels' sole payment due and owing to Her Hub in connection with the website and the Portal is the respective Membership Fee. No other fees, charges, commissions, or payments are owed to Her Hub, unless expressly agreed in a separate written agreement executed by Her Hub and you. The Membership Fee grants you access to the Portal during the applicable Membership term, subject to these Terms and any service descriptions or limitations posted on the website.

Her Hub uses Stripe and its affiliates (the "**Transaction Data Administrator**"), to process, move, and distribute funds in line with Applicable Laws.

You agree that we may rely on the Transaction Data Administrator and other third-party vendors to process payments and store or manage your Payment Method details (defined below).

Prices, discounts, and promotions displayed on the Portal may change without notice. Although Her Hub strives for accuracy, pricing or availability may include inadvertent errors or omissions. We may correct these at any time and may cancel any Contracts created in reliance on such errors.

All Users acknowledge that charging, processing, and transferring Membership Fees is subject to the Transaction Data Administrator's policies. See the Transaction Data Administrator's privacy and legal terms: <https://stripe.com/privacy-center/legal>

#### **a) Membership Fee**

The Membership Fee is set forth on the website and is subject to change at any time, provided that changes will not affect current, fully paid membership periods. All prices are stated in the currency indicated on the website. Applicable Taxes, duties, and similar governmental charges may be added and are your responsibility. If required, you authorize Her Hub to collect and remit Taxes as necessary.

#### **b) Payment Schedule and Credit Terms**

The Membership Fee is due on the first of each month and must be paid via the payment methods offered on the website or as set out below. By submitting payment information, you represent and warrant that you are authorized to use the payment method and you authorize Her Hub or its Transaction Data Administrator to charge the Membership Fee. If a payment fails, is returned, or is declined, your Membership may be suspended or terminated. You agree to promptly update your payment information as necessary to avoid interruption of Services.

You authorize Her Hub to: (i) place a credit card pre-authorization submitted with your Account application (a "**Pre-Authorization**"); (ii) store your card, bank, or other payment credentials as your "**Payment Method**"; and (iii) charge your Payment Method for any sums due under the Terms. The Pre-Authorization confirms there are sufficient funds to cover the Membership Fee for the Account.

Accepted Payment Methods include Visa, Mastercard, American Express and Discover. By linking a Payment Method to your Account, you represent, warrant, and agree that:

1. the Payment Method details you provide are accurate, current, and complete;
2. You are legally permitted to access, use, and make payments with that Payment Method;
3. the Payment Method is, and will remain, in good standing with sufficient funds or credit to meet your payment obligations for use of the Portal; and
4. Your financial institution will honor charges you incur for the purposes of the Membership.

#### **c) Automatic Renewal and Billing**

Unless otherwise stated at the time of purchase, Memberships automatically renew at the end of each month for successive periods of the same length at the then-current Membership Fee. You authorize recurring billing until you cancel your Membership in accordance with these Terms. Her Hub will provide notice of material changes to renewal terms or fees as required by applicable law. If you do not wish to renew, you must cancel prior to the renewal date.

#### **d) Cancellation by You**

You may cancel your Membership at any time through your account settings or by contacting support via

the method described on the website. Her Hub requires a calendar month's notice for cancellation. You will continue to have access to the Portal through the end of the current period. Membership Fees are non-refundable and not prorated.

**e) Suspension or Termination by Her Hub**

Her Hub may suspend or terminate your Membership and access to the Portal, with or without notice, if it reasonably believes that: (a) you have violated these Terms or applicable law; (b) your Membership Fee is overdue or Payment Method is invalid; (c) you engage in fraudulent, abusive, or harmful conduct; or (d) continuation of your access to the Portal may pose a risk to Her Hub or other users (each or collectively "Default"). If Her Hub terminates without cause during a paid period, it will provide a pro-rata refund for the unused portion of that period. Termination for cause does not entitle you to any refund.

Her Hub may exercise any remedies described in the Terms, as well as any other remedies available under Applicable Law, if a User is deemed by Her Hub to be in Default.

In addition to the above, a User will be considered in Default upon failing to resolve a payment issue caused by a declined, expired, or failed Payment Method within a reasonable period, not exceeding 21 days.

**f) Changes to the Terms**

We may modify, suspend, or discontinue any part of these Terms at any time. If changes materially affect your rights or obligations, we will provide notice through the website or by other reasonable means. Continued use of the Portal after changes take effect constitutes acceptance of the revised Terms. If you do not agree to the changes, you must cancel your Membership before the effective date of the changes.

Her Hub is not responsible if a financial institution declines a debit or charge to a Payment Method. We may seek reimbursement from a User as allowed by Applicable Law, and the User must repay us if we incur a chargeback or other financial penalty or loss related to processing the Payment Method linked to an Organization Account. If you are an Organization, you agree that we may recover such losses by charging your Organization Account or Payment Method.

**g) Interest and Enforcement in Case of Default**

In addition to any other remedies, a User in Default is required to pay Her Hub, upon demand, all amounts due at the time of Default, together with interest on those sums at the lesser of 1.5% per month or the maximum rate allowed by Applicable Law. The User is also responsible for any legal fees and costs incurred in connection with enforcement and collection efforts.

At its discretion and as permitted by law, Her Hub may, in response to a User's Default: (a) offset amounts owed by the User against any other funds to be received by or held for the User by Her Hub; (b) report and disclose relevant information to credit bureaus and law enforcement authorities; and (c) cooperate with such agencies in any investigation or prosecution related to the User's Default.

**H. INDEMNITIES AND LIMITS ON LIABILITIES AND REMEDIES**

**a. Disclaimer of Warranty**

- i. You understand and agree that your access to and use of the Portal, its information, and any Legal Counsel Services or products obtained through it are entirely at your own risk. The Portal and all related information, Legal Counsel Services, and products are provided on an "as is" and "as available" basis, without any express or implied warranties or conditions.

- ii. To the maximum extent permitted by law, Her Hub disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and non-interference, as well as any warranties arising from course of dealing or usage of the Portal. Her Hub does not warrant that the Legal Counsel Services will be uninterrupted, error-free, secure, or that defects will be corrected. Her Hub does not guarantee any specific outcomes or results from your use of the Portal. Nothing in this disclaimer affects warranties that cannot be excluded or limited under applicable law.
- iii. Her Hub shall not be liable for any legal issues or disputes that arise between the Legal Counsel and the Organization to whom Legal Counsel provides Legal Counsel Services. Legal Counsel shall be solely responsible for resolving any such issues or disputes.
- iv. Her Hub and its parent, subsidiaries, affiliates, and each of their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, and successors make no warranty, representation, or endorsement as to the completeness, security, reliability, suitability, accuracy, timeliness, or availability of the Portal or any information. Her Hub shall not be liable for any acts or omissions of the Legal Counsel in the performance of the Legal Counsel Services. Legal Counsel shall be solely responsible for any claims, damages, or liabilities arising out of or related to the Legal Counsel Services.
- v. In addition, neither Her Hub nor any of the foregoing parties guarantees that the website, its information, or any Services or products available through the Portal will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the Portal or its servers are free of viruses or other harmful components.
- vi. Her Hub does not, and cannot, warrant that files or data downloadable from the internet or the Portal are free of viruses or other malicious code. You are solely responsible for your use of the Portal and for safeguarding your devices, network connection, and data. To the fullest extent permitted by law, we disclaim liability for any loss or damage arising from denial-of-service or distributed denial-of-service attacks, overloading, flooding, mailbombing, crashes, viruses, Trojan horses, worms, logic bombs, or other technologically harmful materials that may infect your hardware, software, data, or other proprietary materials due to your use of the website, any Services or products obtained through the Portal, or your downloading of any information from the Portal or any linked site.

#### **b. Limitation of Liability**

Except where such limitations are prohibited by law, under no circumstances shall Her Hub or its parent, subsidiaries, affiliates, or any of their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors (collectively, the “**Her Hub Representatives**”) be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, or any form of damages under any legal theory. This includes, without limitation, direct, indirect, special, incidental, consequential, or punitive damages—such as personal injury, pain and suffering, emotional distress, lost income or profits, lost business or anticipated savings, loss of use, loss of goodwill, or loss of data—arising in tort (including negligence), contract, privacy breach, or otherwise, related to or resulting from your use of, inability to use, or reliance on the Portal, any third-party or linked websites, or any Her Hub information, materials, posts, or information, even where a Her Hub Representative knew or should have known of the possibility of such damages. Her Hub will not be liable for any damages, losses, or expenses arising from any data breaches or unauthorized access to the Portal.

Should Her Hub be found liable for any legal claims against it, the total aggregate liability of Her Hub for all claims arising out of or related to these Terms will not exceed the total Membership Fees paid by you (the Organization or Legal Counsel, as applicable) for the twelve (12) months preceding the event giving rise to the claim. These limitations and exclusions apply notwithstanding the failure of the essential purpose

of any remedy.

Without limiting the foregoing, Her Hub, including Her Hub Representatives, are also not responsible for any losses or damages arising out of or related to:

- i. any interruptions or delays affecting the Portal;
- ii. loss, damage, unauthorized access, disclosure, use, or security breaches involving personal information held, controlled, or processed by Her Hub;
- iii. malware, viruses, or other harmful code obtained by accessing or linking to the Portal;
- iv. defects, malfunctions, bugs, errors, or inaccuracies on or within the Portal;
- v. monitoring or surveillance by government or malicious actors, by any means;
- vi. damage to your devices resulting from use of the Portal;
- vii. acts, omissions, or information of third parties in connection with the Portal;
- viii. suspension of, or other actions taken regarding, your account;
- ix. your reliance on the quality, accuracy, or reliability of profiles, ratings, reviews, recommendations, feedback, any data, or metrics found on, used on, or provided through the Portal; and
- x. your need to modify your practices, information, or behavior—or any business loss or inability to operate—due to changes to the Terms.

Her Hub is not responsible for the acts, omissions or conduct of any Portal user, whether online or offline. Her Hub also shall not be liable—under any Canadian jurisdiction—for negligence, gross negligence, negligent misrepresentation, fundamental breach, or for any direct, indirect, special, incidental, consequential, or punitive damages (including personal injury, pain and suffering, emotional distress, lost revenue or profits, lost business or anticipated savings, loss of use, loss of goodwill, or loss of data), arising in tort (including negligence), contract, privacy breach, or otherwise, in connection with your reliance on any Contract or Legal Counsel Services offered through the Portal, even if a Her Hub Representative knew or should have known of the possibility of such damages.

### **c. Indemnification**

**This Section outlines your obligation to reimburse us for any costs or damages we face due to claims arising from your use of the Portal or any unlawful or harmful conduct on your part.**

As the Organization, you agree to indemnify, hold harmless and defend Her Hub, its officers, directors, employees, representatives, partners, volunteers and agents (collectively, “**Indemnified Parties**”) from and against any and all claims, damages, liabilities, costs and expenses arising or related to Legal Counsels’ performance of the Legal Counsel Services or breach of these terms, third-party claims, losses, or liabilities arising out of:

- a) your or your Authorized Representative’s breach of these terms, whether intentional or unintentional;
- b) your or your Authorized Representative’s use of the Portal, including any obligations or failures to make payments arising from such use;
- c) any content or data you submit, upload or transmit through the Portal;
- d) any use of Organization Data, Legal Counsel Data, Ratings, or Reviews;
- e) any employment-related claims regarding Her Hub’s alleged role as an employer or joint employer of a Legal Counsel, including but not limited to claims for unpaid wages, compensation, overtime, sick leave, holiday or vacation pay, retirement benefits, workers’ compensation, unemployment insurance, or any other employment benefits;
- f) any claim associated with a Contract or the delivery (or lack thereof) of Legal Counsel Services via the Portal;
- g) any violation of Applicable Law by you or your agent(s);
- h) negligence, intentional misconduct, or fraud committed by you or your agent(s); and

- i) defamation, libel, invasion of privacy, unfair competition, or actual or alleged infringement of intellectual property rights, to the extent such actions are attributable to you or your agent(s).

#### **d. General Release**

This Section clarifies your agreement not to hold Her Hub or Her Hub Representatives responsible for any disputes you may have with any other Users, as described above or below.

In addition to recognizing that Her Hub is not a party to any Contract between an Organization and a Legal Counsel, you hereby release Her Hub Representatives from any and all claims, demands, and damages (both actual and consequential), whether known or unknown, that arise from or relate to any dispute you have with another User, whether in law or equity (the “**Release**”).

This Release specifically includes, but is not limited to, any disagreements regarding the performance, functionality, or quality of Legal Counsel Services provided by Legal Counsel to an Organization, as well as any refund requests resulting from such disputes.

#### **e. Her Hub Remedies**

You agree that subject to Applicable Laws and without waiving any other rights or remedies available to us, Her Hub reserves the right, at its sole discretion, to: (i) refuse any Account registration; (ii) deny you access to the Portal; or (iii) suspend or deactivate your Account, either temporarily or permanently.

If your Account is suspended or deactivated, whether on a temporary or permanent basis, you are prohibited from accessing the Portal through another Account or from creating a new Account unless you have received prior written consent from Her Hub. If your Account is suspended or closed, you will not be issued any refunds or credits. If we deactivate or terminate your Account, you may not sign up for or open a new Account under your own name, a different identity, another email address, or through a third party, even if you claim to act on their behalf.

**You agree that: IF HER HUB DECIDES TO SUSPEND OR DEACTIVATE YOUR ACCOUNT, EITHER TEMPORARILY OR PERMANENTLY, HER HUB MAY, IN ACCORDANCE WITH APPLICABLE LAW: (i) NOTIFY OTHER USERS WHO HAVE ENTERED INTO CONTRACTS WITH YOU OF YOUR ACCOUNT STATUS; AND (ii) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT’S SUSPENSION OR DEACTIVATION. YOU AGREE THAT HER HUB WILL NOT BE RESPONSIBLE FOR ANY SUCH NOTICE GIVEN TO ANY OTHER USER REGARDING THE STATUS OR REASONS FOR THE SUSPENSION OR DEACTIVATION OF YOUR ACCOUNT.**

Unless otherwise required by Applicable Law, suspension or deactivation of your Account may result in the loss of access to data, messages, files, or other materials stored in your Account, and such materials may be deleted. Her Hub assumes no responsibility for any such loss. At its discretion, and as permitted or required by Applicable Law, Her Hub may retain some or all of your Account information.

#### **f. Dispute Resolution**

##### **a) The Parties Agree to Mandatory Arbitration**

You agree to resolve any claim or dispute arising out of or relating to your use of the Portal, or arising out of your relationship with Her Hub by way of an arbitration procedure (“**Arbitration Procedure**”).

##### **b) Notices and Timelines**

Before serving a demand for arbitration of a claim, you agree to first inform Her Hub about the potential claim by email at Transaction Data Administrator [info@herhub.ca](mailto:info@herhub.ca) (a “**Claim Notice**”). You shall then seek

informal voluntary resolution of the claim. A valid Claim Notice must include all pertinent Account information and an adequate description of the claim so that Her Hub may evaluate the merit of the claim and try to resolve the claim.

In the unlikely event the parties cannot resolve a claim within 60 days following Her Hub's receipt of a Claim Notice, you agree to only seek other resolution of the claim by final and binding arbitration before a single neutral arbitrator selected by both parties. The parties will each submit 3 potential candidates to each other within ten (10) days from the foregoing deadline. Subsequently, the parties will mutually decide on the arbitrator presiding over the matter within seven (7) days. Should the parties disagree on the choice of an arbitrator, they agree that ADRIIC will act solely as appointing authority for this case, in which case, the parties subject to the Claim Notice agree to adopt the ADRIIC process.

Any party may appear at the arbitration by telephone or video rather than in person.

The arbitrator must follow and apply laws of the Province of Alberta and may award only remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

#### **c) Governing Law**

The Arbitration Procedure applies to any of the Portal's Users. Claims are governed by and will be construed following the laws of the Province of Alberta, Canada. Additionally, the Terms and the Arbitration Procedure continues to survive and apply after your relationship with Her Hub ends.

#### **d) Class Action Waiver**

You agree to bring any claim in arbitration individually only, and not on a class or collective basis on behalf of others. There will be no right or authority for any claim to be brought, heard, or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("**Class Action Waiver**").

Despite any other provision of these Terms, disputes about the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved by a neutral arbitrator, in which case, the above Arbitration Procedure applies.

#### **e) Non-Assignability**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Her Hub may assign its rights or obligations under these Terms without restriction, at its sole discretion and without notice, including in connection with a merger, acquisition, or sale of assets.

#### **f) No Waiver**

Our decision not to enforce any term or right does not constitute a waiver unless we confirm it in writing. Unless expressly provided otherwise, either party's exercise of a remedy under these Terms does not limit its other remedies available under these Terms or under Applicable Laws.

#### **g) Entire Agreement**

This Arbitration Procedure is the complete agreement of any of Her Hub, the Organizations or Legal Counsels relating to formally resolving any and all Claim Notices that may arise between any of these parties. If any portion of this Arbitration Procedure is treated as unenforceable, the rest of this Arbitration Procedure will be enforceable. You agree these Arbitration Provisions will be enforced as much as the law allows.

