

Please carefully read these Terms of Service (hereinafter "TOS").

contingentSee is an anonymous legal services bidding platform and a project of Moharram Ventures Inc. (hereinafter "MVI"). contingentSee is intended to alter the existing market incentive structure in order to entice lawyers to offer the most competitive terms to clients, allow clients to make more informed decisions based on merit and offer competitiveness, and ultimately facilitate more just connections between lawyers and clients.

By accepting the TOS, You (hereinafter used to describe any contingentSee user; or "Your", used to indicate something related to a contingentSee user) hereby expressly enter into an agreement with MVI and its agents, subsidiaries, affiliates, successors, and/or assigns. This means that You represent, warrant, and signify that You: (a) are at least 18 years of age; (b) have read, understood, and agree to be bound by the TOS as they may be amended from time-to-time; and (c) have read and understand our Privacy Policy, which can be accessed at https://app.contingentsee.ca/contingentSee_Privacy_Policy.pdf (hereinafter "Privacy Policy"), the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy. You may neither accept the terms of this TOS nor use contingentSee if you are below the legal age required to form a binding contract. If You accept the TOS, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such company or entity (and in which case "You" will refer to the company or entity in question). If you do not agree to the TOS, please do not indicate your acceptance and please do not use contingentSee.

You hereby agree to release, remise and forever discharge MVI and MVI's directors, officers, employees, and MVI's affiliates, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, losses, costs, claims, complaints, demands, debts, damages, causes of action, proceedings, liabilities, obligations, legal fees, costs and disbursements of any nature whatsoever, and for any special, indirect or consequential, incidental or exemplary damages (collectively, a "Claim"), whether in contract or tort, whether known or unknown, which now or hereafter arise from, to the maximum extent allowed by law, that relate to, or are connected with: (a) any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses; (b) Your provision of any personal information provided to MVI subject to MVI's legal requirements relating to the protection of personal information; (c) communications received to You through Your access to contingentSee; (d) the posting of information on contingentSee, a website, blog, account, and/or any affiliated social media, including but not limited to, data, payment information, written reviews, pictures, or personal information; (e) the use of contingentSee and any related applications including third party services; (f) the use of any software related to contingentSee; (g) viruses, spyware, service provider failures or internet access interruptions; (h) loss of use, loss of data, inaccuracy of data, payment failure, payment defect, inaccurate calculations, downtime, identity theft, fraud or unauthorized access; and/or (i) any content relating to the use of contingentSee, even if You have been advised of the possibility of such Claim, or such Claim was reasonably foreseeable and notwithstanding the sufficiency or insufficiency of any remedy provided for herein or in any license. In the event that MVI becomes liable for any damages whatsoever, You agree that such damages shall be limited in the aggregate to the amount of fees or charges which You have paid for contingentSee in the previous invoice.

To the extent permitted by applicable laws, You agree that You will defend, indemnify and hold harmless MVI and its officers, directors, shareholders, employees, agents and representatives, from and against any and all damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to: (a) generally, Your breach of these TOS; Your access to and/or use of contingentSee ; and any loss of, or damage to, any property, or injury to, or death of, any person (including You) caused by Your access to and/or use of contingentSee; and (b) specifically, Your breach of the intellectual property rights of any third party to these TOS. You agree that You will be solely responsible for all activities that occur under Your account, whether You are aware of them or not. You agree to hold MVI harmless and release MVI from any loss or liability whatsoever that You may incur as a result of someone other than You using Your password or account, either with or without Your knowledge. You agree to indemnify MVI for any damages, third party claims or liabilities whatsoever that MVI may incur as a result of activities that occur on or through Your account, whether or not You were directly or personally responsible.

You understand and agree that You are responsible for maintaining the confidentiality of Your unique username/e-mail address and password (hereinafter "User ID"), which allows You to access contingentSee. Your User ID, together with any other contact information You provide MVI at the time of signing up to use contingentSee, form your "Registration Information." You agree that all Registration Information provided to MVI shall be truthful, accurate, up-to-date. MVI shall not be liable if MVI is unable to retrieve or reset a lost password. If You become aware of any unauthorized use of Your User ID and/or account, You agree to notify MVI in writing as soon as possible.

By providing MVI with Your e-mail address, You agree to receive all required notices electronically, to that e-mail address or by mobile notifications via contingentSee. It is Your responsibility to update or change that address, as appropriate.

Except where explicitly provided otherwise herein, any notice to MVI required or permitted hereunder will be delivered as follows (with notice deemed given as indicated): (a) by personal delivery when delivered personally at the above listed address to the attention of MVI and for which an affidavit of services is sworn; (b) by established overnight courier to above listed address upon written verification of receipt; (c) by facsimile transmission when receipt is confirmed orally; (d) by certified or registered mail, return receipt requested, upon verification of receipt; or (d) by email to tarek@moharramventuresinc.com when receipt of such e-mail is confirmed. The parties may change the address information by providing notice of the change of address pursuant to this notice provision.

You are using contingentSee AT YOUR OWN RISK and the contingentSee platform is provided to You on an "as-is" basis. MVI shall not be responsible for any harm to Your computer system/network, any loss and/or corruption of data, and/or any other harm that results from Your access to or use of contingentSee. You understand and accept that contingentSee may be temporarily unavailable from time-to-time for maintenance and/or other reasons. MVI assumes no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation/transmission, communications line failure, and/or any theft of, destruction of, unauthorized access to, and/or alteration of any communication(s) between You and contingentSee.

The materials available on this website may not be error-free or bug-free. They may contain errors, may not be up-to-date, and may not be suitable for Your needs and/or for Your jurisdiction.

MVI makes no representations, guarantees, and/or warranties of any kind (either express or implied) regarding the legal ability, competence, area(s) of expertise, and/or quality of representation which may be provided by any of the Lawyer Users (hereinafter "LU(s)") on the platform. While contingentSee attempts to verify the identities of LUs and validate their status as currently licensed-to-practice attorneys in the relevant jurisdiction(s), MVI shall not be held liable for a failure to do so.

Using contingentSee does not remove the obligation upon Client Users (hereinafter "CU(s)") to thoroughly investigate the qualifications, capacity, and/or competence of their prospective legal representative(s). While contingentSee is one means through which a CU may learn about a LU's ability to serve, it is not the only source of information and MVI therefore strongly encourages CUs to conduct a thorough analysis and comparison using a variety of tools/information sources. Neither MVI nor contingentSee is making any assessment of a CU's specific need or lack thereof to pursue a specific cause(s) legal of action, nor does MVI/contingentSee make any comment about the need for a CU to utilize the services of a legal representative(s) should the CU elect to proceed with a cause(s) of legal action.

MVI neither makes any representations, guarantees, and/or warranties of any kind (either express or implied) in relation to LU bids and their contents, LU willingness to actually engage a CU based on the terms of the issued bid, and other matters related to LU bids and/or profiles.

Using contingentSee does not remove the obligation upon LUs to properly screen CUs with whom they connect through contingentSee in order to identify and evaluate potential conflicts of interest, the merit of the CU's proposed cause of legal action, the sincerity of the CU in pursuing the proposed cause of legal action, CU's standing and/or ability to pursue the proposed cause of legal action, and/or other relevant factors about CU's posted case and/or identity. MVI also makes no representations and/or warranties about contingentSee's level of compliance with the prevailing rules of professional conduct/responsibility that may apply in Your jurisdiction. It is the responsibility of each LU to make an independent assessment of contingentSee's level of compliance with these rules and determine, based upon this assessment, whether or not to use contingentSee. MVI will not be held responsible for any LU's failure to do so and/or contingentSee's failure to comply with any of the aforementioned rules.

MVI accepts no responsibility for the accuracy of any user-provided or user-created data (hereinafter "User Data") which results from using contingentSee except as otherwise set out in these TOS. The provision or storage of said User Data through contingentSee does not constitute MVI's endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, and/or reliability of such User Data. You are responsible for ensuring that the User Data You have entered into contingentSee is true, accurate, reliable, and complete.

If You are an LU that intends to accept CU User Data following bid selection by a CU and thereafter share said data with members of Your law firm and/or other groups/individuals, You agree and acknowledge that MVI accepts no responsibility and are not liable for any damages that may arise by Your sharing/use of that User Data. You further understand and agree that MVI is not liable for any damages that may arise if the User Data is misdirected to the wrong organization due to any reason, including error on Your part or a flaw in contingentSee.

Please note that any use of contingentSee does not create a lawyer-client relationship between You and MVI. contingentSee/MVI does not provide legal advice, is not a law firm, and offers no legal services directly to clients; thus, any information on contingentSee, any information on MVI's website, and/or communications from contingentSee and/or MVI are not intended to be and therefore shall not be construed as such. The material contained on contingentSee is intended to provide general information on a particular subject(s) and is not an exhaustive treatment of such subject(s). contingentSee is no substitute for the advice of a qualified lawyer (who should be consulted where expert advice or matter-specific advice is required), merely a conduit through which legal advice from qualified professionals may be sought. Copying, downloading, or any other use of any content on the contingentSee does not create a lawyer-client relationship between You and MVI. Any reliance on the information provided on the contingentSee is solely at Your own risk. The information provided on contingentSee may not be relevant to Your jurisdiction and/or the law may have changed in Your jurisdiction since the initial publication of information on contingentSee.

In order to place a bid upon a particular CU-posted case, LUs must first purchase a bid to apply to the posted case in question. Each LU is only permitted to place a maximum of one bid on a particular case, no more. LUs may elect to purchase single bids and apply them to individual cases on an episodic basis or instead to purchase a bulk number of bids and retain them in association with the LUs account for application to CU-posted cases thereafter. LUs understand and accept that any/all payments, fees, monetary contributions made by an LU to MVI in order for that LU to gain access to and use contingentSee are entirely NON-REFUNDABLE and LUs hereby forfeit any right to issue a refund request to MVI. LUs understand and agree that purchasing and applying a bid to a particular posted case DOES NOT ensure the LU's bid will be selected or that ANY of the LU-placed bids on a particular case will be selected. contingentSee merely facilitates the OPPORTUNITY for an LU's bid to POTENTIALLY be selected. LU and CU contact information will ONLY be shared with the CU if the LU's bid is selected by the CU.

To the extent that an LU incurs an outstanding balance of payments owed to MVI in relation to the LU's access to and use of contingentSee, the total outstanding balance will accrue the maximum amount of interest permitted by law beginning on the first calendar day from when the payment was not properly processed and concluding when the entire outstanding balance has been paid to MVI. All posted fees on contingentSee are listed in Canadian Dollars and these fees may be altered from time-to-time in MVI's sole discretion and without advance notice.

LUs shall be required to provide account information for at least one valid debit or credit card (hereinafter "Payment Information") in order to create an account on contingentSee. MVI will use this Payment Information in accordance with these TOS and the Privacy Policy. MVI shall not be liable for any payments that are not completed because: (1) the account associated with Your Payment Information does not contain sufficient funds to complete the transaction(s) or the transaction(s) would exceed Your available credit limit and/or overdraft protection; (2) You have not provided MVI with correct/complete Payment Information; (3) the account associated with Your Payment Information has been suspended or expired; and/or (4) of circumstances beyond MVI's control (including but not limited to, power outages, interruptions of cellular service, fraud protection rules applied by Your payment card brand or financial institution, and/or any other interface from an outside force).

You understand and agree to use contingentSee only for purposes that are permitted, both by these TOS and by any applicable law(s), regulation(s), and generally accepted practices or guidelines, in relevant local, national, and international jurisdictions.

You understand and agree to only access/attempt to access and use contingentSee through interfaces provided/expressly authorized by MVI. You shall not access/attempt to access and use contingentSee through any automated means, including but not limited to scrapers, scripts, robots, or web crawlers. You agree not to use/attempt to use another user's account. You agree not to impersonate any person or entity, or falsely state and/or otherwise misrepresent Yourself, Your personal information, and/or Your affiliations with any person or entity.

You may not use contingentSee in any manner that: (a) breaches any applicable local, national or international law or regulation; (b) may in any way be considered harassment to another person or entity; (c) may in any way be unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (d) may in any way damage, disable, overburden, and/or impair the contingentSee server or any network connected to the contingentSee server, and/or interfere with any other party's use or enjoyment of contingentSee; (e) is in any way abusive, defamatory, misleading, fraudulent, pornographic and/or otherwise explicit in nature and/or written in bad faith; (f) harms/attempts to harm minors in any way; (g) will reproduce, duplicate, copy, sell, resell and/or exploit any portion of contingentSee; and/or (h) will abuse either verbally, physically, in writing or in any other form (including threats of abuse or retribution) of any contingentSee users, MVI employees, members, or officers (any of which will result in immediate account termination and the prospect of legal action against You). You represent and warrant that You will not use contingentSee to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of contingentSee in any manner. MVI reserves the right to either temporarily or permanently terminate Your ability to access contingentSee for any other reason whatsoever, a decision made in MVI's sole discretion.

You understand and agree that although MVI is not required to moderate your use of contingentSee, it may (in its sole discretion) review and/or delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these TOS and/or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others. MVI does not accept any liability for monitoring contingentSee or for unauthorized or unlawful content on contingentSee or use of contingentSee by users.

You understand and agree that You are solely responsible for any breach of Your obligations under the TOS and for the consequences of any such breach. MVI has no responsibility to You or to any third party for such breaches and/or the consequences of such breaches (including losses or damage that MVI may incur). You understand that when using the Product, You may come across material that You find objectionable, offensive and/or indecent and that You are using contingentSee at Your own risk.

Use of contingentSee requires internet access through Your computer or mobile device. You are responsible for all mobile carrier charges resulting from Your use of contingentSee. MVI does not

guarantee that contingentSee will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use contingentSee and some features of contingentSee may not be accessible with such technologies disabled. As MVI continues to develop and improve contingentSee, MVI cannot guarantee the full functionality of contingentSee at all times.

You acknowledge and understand that MVI owns all right(s), title(s), and interest(s) in: (a) the contingentSee and any associated data files; (b) the “look and feel” of the platform, including but not limited to the name of the platform, all displayed copy/text, sounds, images, illustrations, videos, page layout, page design and the various pieces of intellectual property (patent, copyright, trademark, and otherwise) which may protect the aforementioned; and (c) all computer software, advertisements, sponsored content, and intellectual property associated with contingentSee (all such information, individually and collectively, hereinafter “Content”), to which You may have access when using contingentSee. Except as set forth in these TOS, all rights not expressly granted to You are reserved by MVI. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, and/or discover any of the intellectual property or ideas, algorithms, file formats, programming, and/or interoperability interfaces underlying contingentSee. You may not modify, rent, lease, loan, sell, distribute and/or create any derivative products and/or services (or parts of services products and/or services) based on the Content that You do not own or to which You have rights, or to create derivative works based on contingentSee. You may not infringe upon MVI’s intellectual property or copy, adapt, reproduce, publish, and/or distribute copies of any information or material found on contingentSee in any form (including by e-mail or other electronic means), without MVI’s prior express written consent.

You are not required to provide MVI with any comments, suggestions, recommendations, requests or any other feedback (“Feedback”). In the event that you do provide MVI with Feedback, MVI may use such feedback to improve contingentSee or for any other purpose. Furthermore, MVI shall own such Feedback and MVI and its affiliates, licensees, clients, partners, third-party providers, and other authorized entitled may use, license, distribute, reproduce, and commercialize the Feedback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to MVI.

MVI grants You a non-exclusive, non-transferable, revocable, limited license to use the contingentSee in accordance with these TOS. This limited license is subject to Your full and timely payment of the relevant fees associated with Your use, as described in the section of this TOS which discusses payment. This license may be revoked upon breach of these TOS by You and shall automatically be revoked upon termination or expiration of this TOS document. MVI may, now or in the future, own rights to trademarks, trade names, services marks, logos, domain names and other distinctive brand features which MVI uses in connection with the operation of contingentSee (hereinafter “Brand Right(s)”). MVI does not grant You any right or license to use any Brand Right(s) other than as expressly set out in these TOS and in other licenses between You and MVI.

Except in the manner provided for in these TOS, MVI disclaims, and expressly does not provide any direct or indirect, express or implied representation or warranty as to title and non-infringement of intellectual property in relation to contingentSee.

You also understand that in order for MVI to operate contingentSee, User Data may be transmitted by You or contingentSee over various public networks and in various media in compliance with MVI's security protocols and that MVI may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and Your rights in User Data are enforced; MVI has no responsibility to protect or enforce Your rights on Your behalf with respect to User Data.

You acknowledge and agree that MVI owns (to the extent ownership is possible pursuant to other agreements that MVI may be bound by) all right, title and interest in contingentSee and content generated on or by contingentSee, including any User Data. You acknowledge that we reserve the right to make non-material changes to User Data, including, without limitation, grammatical, spelling, and formatting changes without notice.

You agree that during your relationship with MVI and for a period of 24 months after the termination of your relationship with MVI, You will not engage in a competitive business or business which is substantially similar to MVI, directly or indirectly, without first obtaining the prior express written consent of MVI.

Each LU understands and agrees that it is Your sole responsibility to ensure that any content, interviews, bids, and/or answers You provide to MVI or post on contingentSee, including without limitation, any legal information, and any communications you may have with prospective clients through the use of contingentSee, fully complies with all applicable

laws and rules of professional conduct, including those concerning the unauthorized practice of law and those regulating the form, manner, or content of communication with clients, advertising, or other matters. You represent that all such data is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations.

contingentSee may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty, and/or guarantee by MVI of any such linked website or the company it purports to represent. MVI does not assume any responsibility or liability for their availability, accuracy, the related content, products or services. You are solely responsible for use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding contract with any such website, You agree to hold MVI harmless and hereby release MVI from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of Your actions or the actions of any user associated with Your account, offering to accept or having accepted any products or services that are available from those sites.

This TOS constitutes the final and complete understanding between MVI and You, encompassing all prior and/or contemporaneous understandings.

Pursuant to relevant legislative and regulatory requirements, MVI may add to, discontinue, and/or revise these TOS or any aspect, mode, design, and/or service provided through contingentSee which may include but is not limited to the: (a) scope of the features; (b) timing of the features; (c) software/hardware required for access to contingentSee; and (d) geographic locations or jurisdictions in which certain features may be available. MVI may amend the TOS without notice for non-material

amendments. In the event of a material change, MVI will provide You with notice of the material change(s) in the TOS (including changes in pricing) by displaying a notice to You upon your next login following the material change(s) which outlines the: (a) the new or amended agreement terms; (b) how such terms read formerly; (c) the date of the coming into force of the amendment; (d) the means in which You can respond and the effects of not responding; (e) the option to either terminate the agreement or retain the existing agreement unchanged; and (f) the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any). MVI highly recommends that You read any/all amendments carefully. Unless express consent is required by law, MVI shall assume that You have accepted the change(s) to the TOS if you continue using contingentSee. MVI will post the most current TOS on contingentSee and Your use of contingentSee will be subject to the most current TOS as posted on contingentSee at such time. It is Your responsibility to visit this page to find any updates that may have been made to the TOS. You hereby agree that MVI shall not be liable to You, Your employee, or any other third party for any amendment(s) to the TOS.

If any portion of this TOS document is deemed unlawful, void, and/or unenforceable by any arbitrator or court of competent jurisdiction, these TOS as a whole shall not be deemed unlawful, void, and/or unenforceable, but only that/those portion(s) of these TOS that is found to be unlawful, void, and/or unenforceable shall be stricken from these TOS.

You may not, without MVI's prior written consent, assign Your rights and responsibilities under these TOS, in whole or in part, either voluntarily or by operation of law, to another party and any attempt to do so will be a material default of these TOS and will be void. MVI may assign its rights and responsibilities under these TOS to a third party at any time in MVI's sole discretion. The TOS will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

These TOS shall become effective as soon as You indicate Your acceptance in order to gain access to contingentSee and shall continue to apply until the relationship between MVI and You is terminated. You may terminate Your relationship with MVI by notifying MVI in-writing via email at tarek@moharramventuresinc.com. Upon receipt of your termination notice, your access to contingentSee shall be revoked. MVI may terminate the relationship with You immediately at any time and for any reason including but not limited to a breach of these TOS under the following circumstances: (a) if You have not adhered to any or all the provisions of the TOS (such as a failure to pay fees when due) or if it appears that You do not intend to or are unable to comply with the TOS, such determination to be made solely at MVI's discretion; (b) if MVI has changed the contingentSee TOS or Privacy Policy and has not received Your required consent (if any), subject to the amendment provision(s) in these TOS; (c) if MVI is required to terminate the relationship by law; (d) if MVI receives any notice of Your misuse of contingentSee; and/or (e) if provision of contingentSee is no longer commercially viable for MVI. Upon termination of the relationship, MVI will immediately revoke Your license to use contingentSee and block all access to Your account, and may delete all data and information associated with Your account. Notwithstanding MVI's termination of the relationship, You will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If You do not log into your account for six or more months, MVI may treat Your account as "inactive" and permanently cancel Your account upon delivery of written notice and delete Your information.

All covenants, agreements, representations and warranties made in these TOS shall survive Your acceptance of these TOS and the termination of the relationship between You and MVI.

You agree that MVI shall not be held liable for a delay or failure in performance of contingentSee or the provisions of these TOS caused by reason of any occurrence of unforeseen events beyond MVI's reasonable control, including but not limited to, 'Acts of God', natural disasters, power failures, server failures, third party service provider failures/service interruptions, embargo, labour disputes, lockout/strikes, riots, war, floods, insurrections, legislative changes, and/or governmental actions.

You agree that the laws of the Province of Ontario shall govern these TOS and any dispute of any sort that may arise between You and MVI, regardless of any conflict of laws principles which might otherwise be applicable. With respect to any disputes or claims, You agree not to commence or prosecute any action in connection therewith other than in the Province of Ontario, and You hereby consent to waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the provincial courts of Ontario. You agree to pay reasonable attorneys' fees and court costs incurred by MVI to collect any unpaid amounts owed by You. Otherwise, each party shall be responsible for its own legal fees and other expenses incurred in connection with the performance of any of its obligations hereunder.

You understand and agree that if MVI does not exercise or enforce any legal right or remedy which is contained in these TOS or which MVI has the benefit of under any applicable law, this will not be taken to be a formal waiver of MVI's rights and that those rights or remedies will still be available to MVI. Waivers of said rights and/or remedies must be in written form and signed by an authorized representative of MVI.

Any/all headings and/or sub-headings used in these TOS is/are for convenience only and is/are not to be construed in any way as additions to or limitations upon the covenants and agreements contained herein.