

Last updated: October 11, 2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the [aidialegal.com](http://aidialegal.com) or [app.aidialegal.com](http://app.aidialegal.com) website ("Website") and the Aidia Legal application (the "Service") operated by Aidia Legal. ("us", "we", or "our").

These Terms are Legally Binding between You and Us. You agree to comply with the most recent version of our Terms of Use. If you access or use the Service, or continue accessing or using the Service after being notified of a change to the Terms, you confirm that you have read, understand and agree to be bound by the Terms.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms, do not access or use the Service.

### **Language of the Terms**

You expressly agree that these Terms be written in the English Language and you understand fully the meaning of these Terms.

### **Account Eligibility**

In order to use the Service, you must:

1. be a member of the Barreau du Québec, or under the supervision of a member of the Barreau du Québec for the purpose of accessing or using the Service;
2. agree to the Terms;
3. provide true, complete, and up-to-date contact information, and where applicable, billing information;

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you will not use the Service in a way that violates any laws or regulations.

### **Account Terms**

1. You access and use the Service for the purposes of providing your service to your client as a lawyer and not for any other purpose;
2. We will use your email address you provided as the primary method for communication with you;
3. You are responsible for keeping your password secure; We cannot and will not be liable for any loss or damages from your failure to maintain the security of your account and password.

### **Subscriptions**

We may invoice you for accessing or using the Service on a subscription basis in the future. If you are currently accessing or using the Service free of charge, we will notify you by email. Should you decline to make payments, we may terminate your access or use.

### **Acceptable Access or Use of the Service**

Your access or use of the Service must not violate any applicable laws, including copyright or trademark laws. You are responsible for ensuring that your access and use of the Service comply with applicable laws and regulations.

**Termination of Access or Use of the Service**

1. We may unilaterally at any time discontinue providing or limit access to the Service. You agree that we may terminate or limit your access or use of the Service. We shall not be liable to you or any third-party for any termination or limitation of your access or use of the Service.
2. In the event we terminate your use of the Service, we will provide you with your data on our servers in downloadable and readable formats within 30 days of your written request.
3. We may retain your data for a limited time in case you resume access or use of the Service; However, upon your written request, we will destroy all your data and we cannot retrieve said data in any way afterwards.

**Intellectual Property**

The Website in its entirety including its content is owned by us and is protected by applicable copyrights, trademark and other intellectual property laws. You are permitted to use the Service only for legitimate business purpose related to your role as a current or prospective customer. You shall not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any part of the Website or its content without our express written consent.

**Payment of Services and Usage**

1. You agree to pay all applicable and undisputed fees for the Service on the terms set forth on the invoice;
2. We may suspend or terminate your Service if you fail make payment;
3. We reserve the right to update the price for the Service at any time after your initial terms, and price changes will be effective as of your next billing cycle. We will notify you of any price changes by publishing on our Website, emailing, quoting, or invoicing you.

**Limitation of Liability**

In no event will we be liable to any party for any direct, indirect, incidental, special, punitive or consequential damages of any type whatsoever related to or arising from your access or use of the Service. This exclusion of liability includes, without limitation, any lost profits, business interruption, lost savings, or loss of data, even if we are expressly advised of the possibility of such damages. This exclusion of liability applies to all causes of action, to the fullest extent permissible by law.

**Governing Law**

The application laws related to the access or use of the Service are the applicable laws of Québec, Canada, regardless of your physical address at the time of access or use.

**Modification of Terms**

We reserve the right to change these Terms on a going-forward basis. The latest version of the Terms is published on the Login page of the Service. We will notify you of changes by publishing on our Website or emailing you. If a revision is material, we will try to provide at least 30 day's notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

**Contact Us**

If you have any questions about these Terms, please contact us at [support@aidialegal.com](mailto:support@aidialegal.com)