

## Levelset Legal Plan Membership Contract

This is a contract between us, Levelset Legal Plan LLC ("Levelset"), 1121 Josephine St, New Orleans, LA 70130, and you, Levelset Legal Plan Member (the "Member" or "Plan Subscriber"), for the Legal Plan (the "Legal Plan" or "Plan") services described below. This contract (the "Agreement") is a legal agreement between you and Levelset that sets forth the terms of your use of the Legal Plan. This Agreement is effective as of the date you accept its terms and purchase a Legal Plan subscription (the "Effective Date").

**1. Plan Membership.** The Levelset Legal Plan is designed for contractors and suppliers of any size who desire to have legal support to facilitate smooth payments and successful project completion. Levelset reserves the right to accept or refuse membership at its discretion. These benefits may not be transferred between legal entities.

**2. Benefits of Legal Plan.** The Legal Plan provides the following benefits (the "Plan Benefits"):

- I. Telephone consultations on new legal issues. One call per issue, with each call limited to 30 minutes maximum. Five per month.
  - a. A "new legal issue" is a legal question relating to a construction law issue about which you have not previously asked Plan Attorney; advice pertaining to a construction project about which you have not previously consulted with the Plan Attorney; or a legal issue for which you have not previously retained any attorney. Calls may not include discussions related to tax, intellectual property or personal or other matters unrelated to your construction business-related services.
- II. Attorney letters (non-research, up to 2 pages each, one per quarter)
- III. Contractor licensing review annually
- IV. Bonding & insurance policy annually
- V. One additional document review per month of up to 10 pages.
- VI. Lien services (1 per month)
  - a. Responding to a lien that is recorded against a Plan Subscriber (via telephone call or letter only; does not include any court filings)
  - b. Review of Member's lien prior to recordation
  - c. Foreclosing a lien (advice only)
  - d. Recording a new lien (advice only)
- VII. Discounted 10% off hourly or flat fee rate for work not covered under Plan with a continued membership with Levelset Legal Plan in good standing.
  - a. For covered services, at option of attorney, costs incurred for certified mail, and similar "hard" costs may be excluded.
- VIII. Access to the Legal Guard library of common construction document templates that can be reviewed with you by the Legal Guard network lawyer (limited based on plan rules).

**3. Right to Hire Your Own Attorney at Any Time.** At all times, you have the right to hire and consult another attorney at your own expense, regardless of whether that attorney is part of the Levelset Legal Plan.

**4. Levelset Is Not a Law Firm.** Please note that Levelset is not a law firm and does not provide legal services. Attorneys made available through Levelset are third-party independent contractors who agree to provide legal services directly to you via a separate retention agreement between you and the attorney. The information provided in each attorney's profile on the LevelSet site (The "Site") may be considered advertising under applicable laws and rules. The attorneys have agreed to provide those services listed in Part 2 in jurisdictions in which they are admitted to practice. Levelset will connect you with an attorney in your area. Levelset will replace that attorney at your request, if and as available.

**5. Exclusions; Conflicts.** The following items and matters are specifically excluded from the Legal Plan and are

not to be considered or treated as Plan Benefits. You cannot obtain legal help through the Legal Plan for any of the following:

- I. Any lawsuit or legal matter involving Levelset, or any of its affiliates, directors, agents, or employees or that involves the services provided by a Plan Attorney under the plan; provided, however, that a Plan Attorney may, at his or her sole discretion and risk, represent you or any Plan Member in a matter in which another Plan Attorney is representing another party as legal counsel.
- II. Representation in litigation, which includes, but is not limited to: legal pleadings, formal representation, court filings, appearances and any appellate matters; such representation is specifically excluded and subject to a separate arrangement between Member and Provider Attorney.
- III. Any matter involving the laws of jurisdictions outside of the United States;
- IV. Any matter that, in the Plan Attorney's opinion, is frivolous in nature or objectionable; lacks sufficient merit to warrant pursuit; has been raised an inordinate or unreasonable number of times without a change in circumstance; or results in violation(s) of the law, constitutes or furthers illegal activity, and/or is tantamount to harassment.
- V. Your Legal Plan membership can only be assigned to one subscription state. Any legal matters in other states would require an additional subscription in that state.

**6. Not Insurance.** The Legal Plans offered through Levelset are not contracts of insurance or indemnification insurance plans. Levelset is not an insurance company and does not guarantee legal representation in every situation. The Legal Plan provides Levelset customers with access to free and/or discounted legal services from Plan Attorneys. Levelset does not reimburse or indemnify any Plan Member or pay any attorneys or law firms for attorney fees or expenses.

**7. Responsibility for Misuse.** You are responsible for all expenses incurred or other actions that may occur through your use of the Legal Plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of the Legal Plan including any breach of security.

**8. Any Changes to This Agreement Must Be In Writing.** You acknowledge that no change in this contract is valid until the change has been approved by an executive officer of Levelset and unless the approval is endorsed or attached to the contract.

**9. Authority to Enter Agreement.** If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with this Agreement, you may not sign up for, or use any Legal Plan. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this Agreement and the order you placed, including without limitation, the payment obligations. Levelset is not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

## **10. Payment.**

- I. **Legal Plan Membership Fees.**  
The cost of the Legal Plan is billed annually. You will be charged in accordance with the billing terms in effect at the time of your initial purchase, unless you are notified of a fee change. For any Legal Plan you purchase that is charged in full upon purchase, you agree that for each renewal term for such Legal Plan, the amount due for the next term will be due and immediately payable in full as of the first day of the renewed term. For each Legal Plan, your charge remains for each term regardless of whether you access the plan during that term. In other words, **EVEN IF YOU DO NOT USE THE LEGAL PLAN BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.** For more information regarding canceling your Legal Plan subscription, see the "Termination or Cancellation" section below.

- II. Billing.
  - a. To allow payment for the initial term of the Legal Plan, a valid credit card, bank draft or other billing information is due at the time of purchase.
  - b. Your Legal Plan subscription will renew automatically at the end of the initial term (the "Billing Date") and at the end of each term thereafter unless and until you give notice of your intention to terminate your Legal Plan subscription pursuant to the terms of this Agreement. If you do not give us notice of such intention, your credit card or other form of electronic payment will be charged for the renewal term of your Legal Plan subscription on your Billing Date. If your purchase date is on the 29th through 31st day of any month, your Billing Date for renewals in months with fewer days will fall on the last day of the month. Levelset may adjust your Billing Date in subsequent renewal periods to accommodate weekends and holidays without notice. Unless otherwise notified in advance by Levelset pursuant to this Agreement, the renewal charge will be equal to the original purchase price for the Legal Plan.
  - c. You agree to pay Levelset the fees associated with your Legal Plan subscription. Attorney Fees.
  - d. Any separate fees for attorney services provided by a Plan Attorney for services other than those included in the Plan Benefits shall be paid directly to the Plan Attorneys. Plan Attorneys are not employees or agents of Levelset and have no financial obligation to Levelset.

## 11. Termination or Cancellation.

- I. By Levelset.
  - a. If payment is not made on or before the Billing Date, as described in Section 10 above, you will have until ten (10) days after your Billing Date to correct the credit card or bank draft information on file and post a payment to your account. If after the expiration of this 10-day grace period you have not made any payment on your Legal Plan subscription, your non-payment will result in suspension of and subsequent termination of your Legal Plan subscription.
  - b. Your right to use a Legal Plan subscription is subject to any limits established by Levelset. If payment cannot be charged to your credit card or your payment is rejected for any reason, including through a chargeback, Levelset reserves the right, in its sole and absolute discretion, to suspend or terminate your access and account, thereby terminating this Agreement and all obligations of Levelset hereunder. If a charge made to your credit card is declined, Levelset may make up to five (5) attempts to bill that card over a ten (10) day period.
  - c. If you wish to reactivate your account after such termination, there will be no setup or reactivation fees; provided, however, accounts terminated for non-payment will be reactivated only on receipt of the full past due amount and a written request to reinstate the account. When an expired account is reactivated, the new term begins on the date of reactivation.
- II. By Subscriber.
  - a. You will have the right to cancel your Legal Plan subscription by providing at least five (5) days' written notice before the start of the next renewal period for such subscription. After such cancellation, your Legal Plan will remain active until the end of the then applicable period. If no proper cancellation notice under this section is provided at least 5 days prior to the termination of the current Term, this Agreement shall automatically renew for subsequent Renewal Terms of the same duration.
- III. Services After Termination.
  - a. After termination of your Legal Plan subscription, either by you or by Levelset, you will not be able to access the corresponding Legal Plan offerings.

**12. Dispute Resolution. The parties agree to arbitrate all disputes and claims as set forth in the attached "Arbitration Agreement".** You have the right to file a complaint with your state's Bar Association concerning the conduct of a Plan Attorney under the Legal Plan. In the event that you have a service issue with one of our Participating Attorneys, or any aspect of your Levelset Membership, please contact us at (866) 720-5436 or email [seth.bloom@levelset.com](mailto:seth.bloom@levelset.com). For your records, our physical address is: 1121 Josephine St, New Orleans, LA 70130.

**13. Professional, Independent Attorney Judgment.** Plan Attorneys performing legal services for Legal Plan

Members under the terms of this Agreement are not agents or employees of Levelset. Any Plan Attorney rendering legal services to Plan Members under the Legal Plan shall maintain the attorney-client relationship with the Plan Member and is solely responsible to the Plan Member for all legal services provided. It is within the sole discretion of the Plan Attorney to determine whether claims or defenses pertaining to any matter under this Agreement present a frivolous or otherwise unmeritorious claim or defense. Plan Attorneys reserve the right to make independent professional judgments regarding such presentations. Levelset will in no way influence or attempt to affect the rendering of professional services of the Plan Attorneys.

#### 14. State Notices.

- I. **MISSOURI:** Per MO Rev Stat § 379.901,2, the Levelset Legal Plan is not an insurance product and is not regulated by the Missouri Department of Insurance, Financial Institutions and Professional Registration.
- II. **WISCONSIN:** Per Wis. Admin. § 22.03(1)(f), Levelset (1) waives any liability of plan participants for compensation for services provided that are covered by the plan; and (2) the covered legal services described herein shall be rendered to the participants regardless of any contract breach by Levelset, including, but not limited to, Levelset's failure to make payments or its insolvency.
- III. **NEW YORK:** Per 11 NYCRR § 261.2(a), the attorney in a legal plan in New York is obligated to charge for his or her rendition of services that are required by a "fortuitous event," i.e., an event like litigation, considered outside of anyone's control (per NY Insurance Law § 1101 (a) (2)). What constitutes a "fortuitous event" will be up to your attorney.

#### Arbitration Agreement

**Any dispute between the parties that is not otherwise satisfactorily resolved, must be resolved through arbitration, as set forth below. This applies to any dispute whether initiated by the Member or Levelset Legal Plan.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. **Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are expressly prohibited – neither you nor the Company shall be entitled to join or consolidate claims in arbitration.** In the event a dispute is submitted to Arbitration, the parties shall split the costs of Arbitration, including the costs for the initiation of such Arbitration proceeding. The Arbitration shall be conducted in the location of the non-initiating party. The non-filing party shall furnish its one-half of the filing costs to the filing party or to the arbitrator, to be credited to the filing party, within ten (10) days after the non-filing party receives official notification of the proceedings from the arbitrator, or otherwise the filing party shall be entitled to recover liquidated damages of \$200.00 per day until the amount is paid. Venue for any Arbitration proceeding hereunder shall be in the location of the non initiating party; the Arbitration shall be conducted by a neutral or arbitrator based in that location, and the proceeding shall be governed by the Federal Arbitration Act.

#### Arbitration Agreement:

(a) The parties agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising); and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to the "Levelset Legal Plan", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all

authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements. **You agree that, by entering into these Terms, the parties are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidence a transaction or website used in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail or email, a written Notice of Dispute ("Notice") to the other party. A Notice to the Levelset Legal Plan shall be in writing and shall be made via conventional mail. Notices to us must be sent to the attention of Attorney Services, 1121 Josephine St., New Orleans, LA 70130. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, arbitration proceedings may be commenced by either party.

(c) The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The arbitrator shall not award relief in excess of what these Terms provide or award punitive damages or any other damages not measured by actual damages.

(d) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, except as needed for an appeal of the arbitration award for improper determinations of matters of law only.

(e) The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

(f) It is the intent of the parties that any discovery pursuant to the arbitration proceeding be limited to that directly related to the issue being arbitrated to the fullest extent possible.

(g) It is the intent of the parties that the arbitration be completely concluded in 180 days or less from its initiation, to the fullest extent possible, and to the extent that each party is afforded a fair and reasonable arbitration and neither party's rights are significantly negatively impacted by the imposition of this timeline.

### *Conducting the Arbitration*

You agree that any and all of your owners, principals, employees, and agents agree to the jurisdiction of the Arbitration. The parties agree to moderate discovery procedures, including production of documentation, inspection of property, interrogatories not to exceed twenty-five, and requests for admissions not to exceed twenty-five. You, your owners, principals, employees, and agents agree to submit responses to any and all informal subpoena requests, which do not require the signature or execution before a court of law. Any and all arbitration proceedings shall be heard within one calendar day, not to exceed eight hours and the arbitrator's award shall be returnable within no more than ten (10)

days from the date of the hearing. **Any** award of the arbitrator shall be determined a final judgment once confirmed by the appropriate court. The parties shall have the right to a single appeal to the Court of Appeals with jurisdiction over the arbitration award, to challenge an award for improper determinations of matters of law only. The parties shall have no further appellate rights. The ruling of the applicable Court of Appeals shall be the final resolution of all matters between the parties hereto