

Terms of Service

1. Introduction of Terms

1.1 Who we are

legalme.co.uk is a site, service and platform that provides document automation, automated document filing, cloud affidavit collection, and other features relating to housing law and tenant-landlord disputes. The site and platform is owned and the service is provided by LEGALME LTD (“Legalme”, “us” and “we” below), Company Number 12592507, a limited company registered in England and Wales and you will find us at our office address which is Magdalen Centre, 1 Robert Robinson Avenue, Oxford OX4 4GA. You can find out our registered office address at Companies House.

1.2 When these terms apply

These Terms of Service (“Terms”) apply when you (“your” and “User” below) create an account to use any features, services, products or tools (together, the “Services”) offered on our platform at <https://www.legalme.co.uk> (the “Platform”).

To use our Services you must agree to these Terms so please read them carefully. We recommend that you download these Terms for future reference. By using our Services, you agree that you have read, understood and accept these **Terms, our Terms of Use for our Site and our Privacy Policy, Cookie Policy** and all/any other notices posted by us on our Site or directly to you.

You are responsible for ensuring that all persons who use our Services through your internet connection are aware of these **Terms, our Privacy Policy and Cookie Policy** and that they comply with them.

IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS YOU MAY NOT USE THE PLATFORM OR OUR SERVICES. IF YOU HAVE PROCEEDED TO PAYMENT AND THEN COMMENCE USE OF THE SERVICES WE WILL DETERMINE THAT YOU HAVE ACCEPTED THESE TERMS IN FULL.

1.3 Terms subject to change

Please note that we may change, modify, add or remove sections of these Terms from time to time. We will post any changes to our Site by updating these Terms, but we may not make any separate publication about such changes, so please revisit these Terms every so often, because we assume that you agree with these Terms at all material times if you continue to use our Services.

These Terms were last updated on 20 Sep 2020.

2. Data Protection

2.1 It's your data

Your personal data is sensitive and entitled to protection. All rights, titles and interests in your data held in the Legalme platform are 100% yours. Any personal or user-generated information will only ever be uploaded voluntarily by you and you confirm that you have obtained the necessary consent to upload any individual's personal data to our platform. We'll never share or make your data or information available to anyone without your explicit permission (other than being legally required such as a court order). Your data is uploaded and downloaded over a secure connection, your credentials are encrypted and hashed. We do not store your password.

2.2 Account Creation

If you establish an account on the Platform, you are responsible for maintaining the confidentiality of your user ID and password, and you are responsible for all activities that occur under your password or user ID. You agree to: (i) log out from your account at the end of each session; and (ii) immediately notify us at legalmebusiness@gmail.com of any unauthorized use of your password or user ID or any other breach of security.

You are responsible for all content that you transmit or otherwise make available to our Site and Platform. Your access to and use of this Platform may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorized activities.

All personally identifiable information collected from you is governed by our **Privacy Policy**.

2.3 Data collection

Subject to the confidentiality obligations created under these Terms (see below), you agree that we have the right to collect and analyze specific data points and other information gained from your profile, settings and including but not limited to interactions with our team on our chat support. This covers, without limitation, information concerning your data and data derived therefrom, and we will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site/Platform and for other development, diagnostic and corrective purposes in connection with the Site/Platform; and (ii) to disclose such data solely in aggregated or other de-identified form in connection with our business.

For more information about your data please click here to view our **Privacy Policy**.

2.4 Granting ourselves access for customer support purposes

Occasionally you may contact us for customer support. It may be necessary for our team to access your profile page for the purpose of assistance, to enable them to see what you are having an issue with or for them to inspect a document you have referred to. This will only happen with your implied consent to do so, such as during an active conversation between yourself and a team member on our live chat software or where it is necessary to answer a question you have asked them on email/chat support.

Once you have finished working with that team member, they will remove their access from your profile. We also require our team members to regularly review the list of profiles they have access to and to remove themselves from any profile that they are not actively assisting to minimize the risk of any data breach.

2.5 Providing platform feedback

If you give us feedback on the Platform, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary and implementation of that feedback is owned by us and may become part of the Site or the Platform without compensation to you. We reserve all rights in and to the Platform unless we expressly state otherwise.

3. No Legal, Tax or Financial Advice

The Platform and related Services constitute an online portal that provides information and access to a mix of industry standard, open-source, third-party and proprietary documents, guides, templated forms, analytics and data, administrative functionality, and additional features to assist with the completion of tasks relating to the protection of your rights in a tenant-landlord dispute.

As you navigate through our Services and build documents on the Platform, you will be guided by our proprietary triage system and document automation system which assist you in your decision making, and the creation of both legal and non-legal documentation. These systems have been created to help you understand terms and better exercise your decision-making. Whilst sourced from experts and reflecting industry best practice, they are provided for general information only. They are not intended to amount to advice, legal or otherwise, on which you should rely. If at any point you are still uncertain about your decisions, you should obtain professional or specialist advice before taking or refraining from any action on the basis of our services.

Likewise, as you navigate the Platform and use our Services you may receive recommendations on a course of action, or receive assistance from our team via our customer support team. We may try to provide you with an informed response based on our experience or direct you to a relevant resource. However, at no point does this

advice qualify as **legal, tax or financial advice**. If you remain uncertain you must verify the information that we provide with a qualified professional such as a qualified and regulated legal professional in your jurisdiction. If you do not know of a qualified and regulated person or firm, we can suggest to you a number of partner firms and professionals we know in your jurisdiction.

For the avoidance of doubt, by using the Platform and our Services, you agree that:

- You are solely responsible for the appropriate selections within any documents;
- The instructions and tutorials are created for a wide audience and may not suit your individual needs;
- the documents available via the Platform may not fit your specific circumstances. You should make your own judgement on the suitability of any such materials to your circumstances, or obtain your own legal advice to review such materials before using them;
- we are not providing legal, financial, tax, or any other advice. The Platform, Site or our chat support should not be used as a substitute for advice from qualified legal, tax or accounting professionals relevant to the jurisdiction in which you are operating; and
- whilst we deny that any legal responsibility arises when you use the Platform or our Services, in the event we are wrong, we exclude all legal responsibility and costs for reliance placed by anyone on the Platform, our Services or information gained from our services.

Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

4. Modifications to our documents

You may want to include a custom term into a document that is not available on our Platform. We may, at our discretion provide a bespoke service to include the wording you request to achieve the custom term you desire. In the event this happens you must understand we are not assuming any of the legal risk for the inclusion of such a term and should there be any doubt over the validity or merits of the term you should seek professional legal advice.

5. Confidential information

Your relationship with us is not legally privileged in the way it would be if you were working with a regulated legal professional. Nevertheless, in the course of assisting you with one of our Services, we understand that you may have disclosed or may disclose personal, financial or other confidential, sensitive or proprietary information relating to your situation ("Confidential Information"). Confidential Information includes non-public information regarding features, functionality and performance of the Service, non-public information data provided by you to us to enable the provision of our Services, and any other information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Both of us agree:

- (i) to take reasonable precautions to protect such Confidential Information; and
- (ii) not to use (except in the performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information.

The foregoing provisions will not apply with respect to any information that any of us can prove:

- (a) is or becomes generally available to the public;
- (b) was in its possession or known by it prior to receipt from the other party;
- (c) was rightfully disclosed to it without restriction by a third party;
- (d) was independently developed without use of any Confidential Information owned by the other party; or
- (e) is required to be disclosed by law

6. Proprietary Rights

We own and retain all right, title and interest in and to (a) the Services and Platform, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with our Services or support or the Platform, and (c) all intellectual property rights related to any of the foregoing, including but not limited to all text, published material, document creation "flow", sound, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, including but not limited to

the design, structure, selection, coordination, expression, and “look and feel” of the Platform and any related Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You will own all right, title and interest in and to your personal data and Confidential Information. No rights or licenses are granted except as expressly set forth herein.

7. Payment of Fees

7.1 General payment information

You will pay us the fees together with any VAT described for each Service you subscribe for or purchase in accordance with these Terms (the “Fees”). We reserve the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Service Term (defined below) or then-current renewal term upon prior notice to you, which may be sent by email.

For subscriptions or purchases made on the Platform, payment is due on the terms applicable to that subscription or purchase as displayed at the point of purchase. For example, some of our products will ask you to “unlock” them before you can access them. In order to “unlock” those products you will need to enter valid payment details and pay immediately to use the product. For purchases that are invoiced by Legalme, payment is due on the invoice date. Unpaid amounts may result in termination of Service.

You will be responsible for all taxes associated with your use of Services that are attributable or due by you. If an applicable tax authority requires us to pay any taxes that should have been payable by you, we will advise you in writing, and you will promptly reimburse us for the amounts paid.

7.2 Invoices

Except as otherwise provided, payment for invoices is due within 30 days of your receipt of the applicable invoice. If payment is not received by the due date, we reserve the right to, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at the rate set by The Late Payment of Commercial Debts (Interest) Act 1998 and to charge all expenses of recovery (including reasonable legal fees), (ii) suspend your access to the Services until overdue amounts are paid in full, including any interest assessed on the overdue amounts, and (iii) terminate our agreement.

7.3 Subscription Services

When you first sign up to the Platform, you will receive free access to Legalme. You will not be charged any Fees for that product. Thereafter, you will not be charged any Fees until you choose to manually subscribe for the product you received a free trial for, or subscribe for one of our other products for the first time.

You can switch to an annual subscription term at any time. Annual subscriptions can be upgraded, downgraded or cancelled on the anniversary of the commencement of that annual subscription.

As such, if we do decide to change the Fees or institute new charges for our subscription products that you are currently subscribed to, we will not impose those new Fees on you without advanced prior written notice and we will allow you to choose whether to continue using our subscription products on the revised prices before we begin charging you at the new price.

7.4 One-off Products

Some of our products are provided on a one-off basis. Once purchased, you will have unlimited access to that product for so long as you have a valid subscription to the relevant subscription package that the product relates to. When you purchase a one-off product, whether you use one, or all of the documents included in the particular product, you are nevertheless liable to pay us the Fees in full for that product.

7.5 Refunds

We will not provide our documents or products to you to inspect or review before you decide to purchase. We encourage you to ask for a web demonstration given by one of our team members who can show you over screen sharing software what any given product contains and how our Services work. **We also have internet tutorials on our Site that can provide more insight into the product or Service you are thinking about purchasing.**

Occasionally, you might purchase a product or Service on the Platform and then realise that it is not fit for your intended purposes, if that happens, please contact us.

If we discover, following a refund, that you have downloaded a document from the platform that you told us you no longer wanted to use, but in fact did use, whether in a modified form or not, we will invoice you for the cost of the document and expect payment of our Fees.

8. Term and Termination

8.1 Term of agreement

Subject to earlier termination as provided below, our agreement under these Terms is for the Service Term specified in the plan you signed up for. Upon expiry, the plan may auto-renew (if applicable) or you may sign up for additional Services as made available on the Platform at that time.

8.2 Termination rights

In addition to any other remedy, either party may also terminate our agreement under these Terms upon thirty (30) days' notice. For any material breaches of these Terms, we may terminate our agreement with you with immediate effect. You will pay in full for the Services that you contracted for. Upon any termination, your documents and data will be stored by us for a reasonable amount of time following non-renewal of your subscription so that you can continue where you left off once you choose to re-subscribe, but we do not guarantee that we will store this data forever and will not be held responsible or assume any liability for its deletion. As such, we recommend you download your documents and data before your decision not to renew your subscriptions so you have your own copy of that information should you need them outside of being a Legalme subscriber.

Some of the terms in our agreement will continue to be enforceable, even after termination including, without limitation, the right to be paid, confidentiality obligations, warranty disclaimers, and limitations of liability.

8.3 Effect of choosing not to renew your subscription service term

If you choose not to renew your subscriptions, you will be unable to access documentation that you have created and your cap table until you re-subscribe for the relevant subscription service. Your documents and data will be stored by us for a reasonable amount of time following non-renewal of your subscription so that you can continue where you left off once you choose to re-subscribe, but we do not guarantee that we will store this data forever and will not be held responsible or assume any liability for its deletion. As such, we recommend you download your documents and data before your decision not to renew your subscriptions so you have your own copy of that information should you need them outside of being a Legalme subscriber.

9. Representations & Warranties

9.1 Authority

By entering into an agreement under these Terms, you represent that you have the appropriate authority to bind such entity and its affiliates to these Terms. In which case the terms "you", "your" and "user" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the Terms, you must not accept any agreement under these Terms and may not use the Platform or our Services.

9.2 Appropriate use

You confirm that:

- you are over 18 years of age;
- are only using the Platform for your own personal use or as a person with appropriate authority on behalf of another legal entity;
- that you comply with all applicable laws, rules, regulations and court orders; and
- that you adhere to all our published policies then in effect

Should you not be able to confirm the above you must stop using the Platform and our Services immediately.

9.3 Restrictions

You warrant that you will not, directly or indirectly:

- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”);
- modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by us or authorized within the Services);
- use the Services or any Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party;
- introduce or permit the introduction of any virus into our IT systems;
- access all or any part of our Platform or Services in order to build a product or service which competes with us; or
- remove any proprietary notices or labels.

9.4 Our license to you to allow you to use our materials

With respect to any contracts, documentation, forms, funding agreements, or any other material obtained through, exported, or created for you by the Legalme Site or Service (the “Materials”), we hereby grant you a non-exclusive, non-transferable, non-sublicensable license to use such Materials only in connection with the Services.

9.5 Your indemnity to us

You hereby agree to indemnify and hold us harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action howsoever arising as a result of an alleged violation of these Terms or otherwise from a User’s use of the Materials or Services.

10. Disclaimers & Limitation of Liability

10.1 Limitation of liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our team and for fraud or fraudulent misrepresentation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY:

(A) FOR USE OF THE PLATFORM, SERVICES OR FOR ERROR OR INTERRUPTION OF USE OF THE PLATFORM OR SERVICES

(B) FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS;

(C) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES;

(D) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL; OR

(E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO US FOR THE SERVICES UNDER THESE TERMS IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Allocation of Risk

These Terms fairly allocate the risks between us, on the one hand, and you on the other. You acknowledge and agree that the pricing of our Services reflects this allocation of risk and the limitation of liability specified herein and that we would not enter into this agreement without such allocation and limitation.

10.3 Cannot guarantee uninterrupted service

Whilst we do not guarantee that our Platform or any Services available through it will always be available or be uninterrupted or error free, we will use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimises errors and interruptions in the Platform and our Services. We will perform Platform updates in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance or because of other causes beyond our reasonable control, but we will use reasonable efforts to communicate this via social media channels or on our Site, and we will aim to provide (where possible) an estimated time by which the Platform and Site will resume their normal service.

10.4 Disclaimer of warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OUR SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. WE SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED USE OF OUR PLATFORM OR SERVICES COMPLIES WITH APPLICABLE LAWS AND REGULATIONS IN YOUR JURISDICTION(S). YOU ACKNOWLEDGE AND AGREE, THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY US WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Complaints

We want all of our users to have a fantastic experience when using Legalme, so when we hear that we have not provided a service to that standard, we want to do all that we can to make things right.

We hope that most matters can be resolved either through our intercom chat support, or through an email or video-chat conversations with one of the members of our team.

However, we appreciate that some matters sometimes require further escalation. That is what this section is for. Should you find that you need to make a complaint, we can assure you that it will be addressed swiftly, fairly and efficiently, so that we can find a resolution as quickly as possible.

If you have a complaint, we ask that you do the following:

- Write an email addressed to legalmebusiness@gmail.com
- Enter the subject line: "Complaint: " and add your name (or the account that complaint relates to on the platform)
- In the body of the email, please describe as much as possible the nature of the complaint, including when the issue happened and who you had been dealing with in our team

After you send your complaint email, you will receive an acknowledgement email from us within 7 business days. A senior member of our organisation will review the complaint and will respond within a few days (no later than 7 business days from your acknowledgement email). This initial response may offer a resolution or may begin a dialogue in an attempt to reach the best possible outcome.

13. Miscellaneous

These Terms and our Privacy Policy and Cookie Policy constitute the entire agreement with respect to access to and use of the Platform and related Services. Our obligations, if any, with regard to our Platform and Services are governed solely by the agreements pursuant to which they are provided and nothing on our Site, Platform or through discussions with our team using our live chat should be construed to alter such agreements, unless we explicitly state we are acting or allowing you to act contrary to these Terms.

You agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity. The failure by us to enforce any provision in these Terms will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. If any reference in these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

Our agreement under these Terms is not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer and assign any of our rights and obligations under these Terms without consent. Our agreement under these Terms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of our agreement under these Terms and you do not have any authority of any kind to bind us in any respect whatsoever. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and legal fees. All notices under these Terms will be deemed to have been duly given when received, or if transmitted by email, the day after it is sent.

Our agreement under these Terms will be governed by the laws of England and Wales and we both agree to the exclusive jurisdiction of the courts of England and Wales.