

MagicList by SealSuites Inc. (“SealSuites”)

Disclaimer, Conditions, and Terms of Use Agreement (the “Terms of Service”)

Definitions:

“Account” – means a user account that enables You to use MagicList under the Terms of Use and License.

“Contract” – means a written or unwritten contract between You and SealSuites Inc. (hereinafter referred to as “SealSuites”) that relates to Your use of MagicList. The Contract incorporates the Terms of Use by reference.

“Document” and/or “Documents” – means a document or documents that You upload onto MagicList for the purpose of generating a list of documents, or for the ordinary use of any other functions available in MagicList.

“License” – means a limited, non-exclusive, non-transferable license to access and use MagicList as provided by SealSuites.

“List of Documents” – means a list of documents, whether they are for use in a legal action or a document index which provides a table list of the Documents uploaded onto MagicList.

“MagicList” – refers to a product owned, developed, and distributed by SealSuites, that among other things, generates and outputs a List of Documents following Your uploading them through the MagicList platform.

“Parties” – collectively refer to You and Us.

“Privacy Policy” – refers to SealSuites’ privacy policy that applies to MagicList.

“SealSuites” – refers to SealSuites Inc., a company incorporated in and is in the business of delivering document listing and management services to the public, including law firms, lawyers, paralegals, and legal assistants. It creates, develops, distributes, operates and services MagicList.

“Terms of Use” – refers to this document that contains, among other things, Our disclaimer, conditions, and terms of use that applies to MagicList.

“Us” and all of its other grammatical forms such as “We”, and “Our”, and whether they are capitalized or not – means and refers to SealSuites.

“You” and all of its other grammatical forms such as “Your”, and whether they are capitalized or not – means and refers to the individual, individuals, company, and companies who use MagicList.

Whereas:

You and SealSuites have agreed either by way of Contract or SealSuites’ agreement to allow You to use MagicList on a free trial basis, subject to any applicable terms, conditions, and limitations that attach to the Parties’ agreement.

I. Your Acknowledgement of Terms of Use

- 1.1. By using MagicList, You acknowledge that you have read, understood, and agreed to all of the terms contained in the Terms of Use.
- 1.2. You agree that if you do not agree to be bound by the Terms of Use, You should not access and use MagicList, and that You should immediately remove yourself from and delete any account(s) You have created on the platform.
- 1.3. You acknowledge and agree that We reserve the right to modify or amend the Terms of Use, or any part of them from time to time (or any other information contained within MagicList), without notice to you.
- 1.4. You will be able to access the Terms of Use, including any future amendments, at a prominent and accessible location through MagicList platform.
- 1.5. You acknowledge and agree that by Your use of MagicList, you are aware of and agree to being bound by the terms of any revisions and updates to the Terms of Use.

II. Date of Agreement

- 2.1. The Parties agree that the date of the agreement means the date on which You register for a MagicList account.

III. License Grant and Access Rights

- 3.1. SealSuites grants You a License to use MagicList.
- 3.2. Your License is subject to the Terms of Use.
- 3.3. SealSuites has the sole discretion and power to remove Your License if You breach any of the Terms of Use.

- 3.4. SealSuites has the sole discretion and power to restrict Your License to Your individual use or expand Your License to allow Your multiple uses. It is by default that Your License is restricted to Your individual use.
- 3.5. You agree not to recreate, reproduce, distribute, modify, create derivative works of, pass of, disparage, or otherwise breach any part of the License, without our prior written consent.
- 3.6. You agree only to upload, use, and store Documents on MagicList where you have consent from the author, owner, or other party with consent of use, of the Documents.
- 3.7. You agree to be responsible for and take all reasonable steps to avoid any authorized third party from accessing Your Account on MagicList, including the Documents.
- 3.8. You may not assign or otherwise transfer any or all of Your License rights to any other party without prior written agreement from SealSuites.
- 3.9. You agree only to upload, use and store Documents on MagicList in a manner that is consistent with the appropriate local and federal statutes, regulations, rules, and professional standards, guidelines, and codes of conduct.

IV. Your User Responsibilities

- 4.1. You are responsible for maintaining the confidentiality of your Account information, all activities that occur under your Account, and any and all information contained within the Documents.
- 4.2. You agree to ensure that Your Account is only accessible to You and that proper precautions and safeguards are taken so as to guard against the risk of Your Account being inappropriately accessed or accessed by an unauthorized user.
- 4.3. You agree to:
 - (i) Only upload Documents that you own and/or have the necessary consent and/or rights to use;
 - (ii) Not upload any Document that is illegal, infringing, defamatory, or otherwise is in breach of the License and/or relevant statutory and regulatory regimes and/or professional rules and code(s) of conduct;
 - (iii) Ensure that Your use of MagicList complies with all applicable laws, regulations, and professional rules and code(s) of conduct.

V. Disclaimer, Limitations of Liability, and Legal Indemnity

- 5.1. MagicList generates a List of Documents based on the files You upload. While We strive for accuracy, SealSuites makes no representations or warranties regarding the completeness, accuracy, reliability, or suitability of any output, including List of Documents, generated by MagicList.
- 5.2. The Parties agree that SealSuites shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of direct and/or indirect profits, data, use, goodwill, or other intangible losses, that You incur, may and/or will incur, arising from or resulting from or caused by Your use of or inability to use MagicList. This limitation of SealSuites' liability includes any damages, losses, or expenses resulting or arising from any unauthorized access to or use of servers We use and/or unauthorized access to any personal information stored therein.
- 5.3. The Parties agree that You shall indemnify and hold harmless SealSuites from and against any demand(s), claim(s), lawsuit(s) brought by a third party or third parties for damages, losses, or expenses which arise from or allegedly arises from Your use of or inability to use MagicList. This includes any damages resulting from any unauthorized access to or use of Our servers and/or unauthorized access to any personal information and/or Documents stored therein.
- 5.4. In the event that SealSuites is unable to rely on any or all of provisions 5.1, 5.2, 5.3, an event which the Parties deny and not admit, then the Parties agree that any liability on the part of SealSuite, and/or its employees, agents, volunteers, and assigns, to You is limited to the total and aggregate fees that You have paid to SealSuites in the most recent calendar year that You used MagicList.
- 5.5. In the event any demand(s), claim(s), lawsuit(s) is or are brought by a third party or third parties for damages, losses, or expenses which arise from or allegedly arises from Your use of or inability to use MagicList, You agree to defend and indemnify SealSuites against such demand(s), claim(s), lawsuit(s).
- 5.6. Further to 5.5, You agree, promise, and acknowledge that you will add SealSuites, or that SealSuites has been added, or that SealSuites is already, an additional insured under Your policy of liability insurance that provides coverage to SealSuites for any demand(s), claim(s), lawsuit(s) brought by a third party or third parties for damages, losses, or expenses which arise from or allegedly arises from Your use of or inability to use MagicList. This insurance includes coverage to defend and indemnify against any damages arising or resulting from any unauthorized access to or use of the servers used by Us and/or unauthorized access to any personal information and/or Documents stored therein.

VI. Intellectual Property Rights

- 6.1. The Parties agree that all content, trademarks, technology and other intellectual property associated with MagicList, including but not limited to software, technology, means and methods, documentation, and data, are owned by SealSuites.
- 6.2. You may not use, copy, modify, or distribute any of Our intellectual property without Our prior written consent.
- 6.3. You agree that if You breach terms 6.1 and/or 6.2 of the Terms of Use, then You are liable to MagicList for either the direct or indirect cost, expense, loss or damage suffered by MagicList because of your breach or conduct, or a fixed sum penalty in the amount of \$1,000,000, and that We have the sole right to elect between the two different measurements of damages.
- 6.4. You agree and represent to Us that the Documents you use, upload, or store through MagicList do not violate the privacy or intellectual property rights of any other party.

VII. Termination

- 7.1. SealSuites Inc. reserves the right to suspend or terminate your License and access to MagicList at any time, for any reason, including, but not limited to, violation of these Terms of Use. Upon such termination, your right to use MagicList will immediately cease.
- 7.2. The Parties acknowledge and agree that the Terms of Use is incorporated into the Contract by reference.
- 7.3. The Parties agree that the Contract and Your right to use MagicList ends on the expiry of the Contract. If the Contract is silent on its expiry date, then the Contract automatically renews on a month to month basis.
- 7.4. The Parties agree that they may end the Contract by way of mutual agreement.
- 7.5. If any provisions between the Terms of Use and the Contract are inconsistent, then the Contract provisions shall prevail.

VIII. Governing Law

- 8.1. These Terms of Use shall be governed by and construed in accordance with the laws of the State, Province, or Territory where MagicList is being used.

- 8.2. If any dispute arises between the Parties, the Parties agree to participate in private mediation as a condition of either party exercising any right of action in the State, Province, or Territory where Magic List is being used.
- 8.3. In the event that the Parties are unable to rely on any or all of the provisions 8.1, and 8.2, an event which the Parties deny and not admit, then the Parties agree that provision 8.3 prevails. The Terms of Use shall be governed by and construed in accordance with the laws of British Columbia, Canada. The Parties agree to submit and attorn to the jurisdiction of the court and/or tribunal having legal jurisdiction of any disputes between the Parties, located in British Columbia, Canada.

IX. Privacy Policy

- 9.1. By clicking “Sign Up” on the sign up page, you acknowledged, agreed, and understood the Privacy Policy.
- 9.2. By using MagicList, You acknowledge that you have read, understood, and agreed to all of the terms contained in the Privacy Policy.
- 9.3. You acknowledge and agree that We reserve the right to modify or amend the Privacy Policy, or any part of them from time to time (or any other information contained within MagicList), without notice to you.
- 9.4. You will be able to access the Privacy Policy, including any future amendments, at a prominent and accessible location through MagicList platform.

X. Final Acknowledgement of Terms of Use

- 10.1. By using MagicList, You acknowledge that you have read, understood, and agreed to all of the terms contained in the Terms of Use.
- 10.2. If You do not agree to the Terms of Use, You should not use MagicList.

XI. Our Welcome

Welcome to MagicList, where you can generate lists of documents automatically, removing the need for manual input!