

QUIDPRO
Terms of Use

1. Agreement Overview

1.1. Mandatory Arbitration

THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CONTAINS A MANDATORY DISPUTE RESOLUTION PROVISION IN CLAUSE 30, WHICH INCLUDES INDIVIDUAL ARBITRATION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICES TO ENSURE THAT YOU UNDERSTAND YOUR RIGHTS.

1.2. Terms of Use

This Agreement is a legally binding agreement between you (“**You**”/“**Your**”/“**User**”), and Quidpro (“**Quidpro**”/“**Us**”/“**Our**”/“**We**”). “**You**” and “**Your**” refers to the User (either an individual lawyer or legal professional using the Platform as a “**Lawyer User**”, or an individual seeking legal services as a “**Client User**”), bound to this Agreement through acceptance of this Agreement in the manner specified herein. This Agreement contains the terms and conditions that govern Your use of and access to Our legal consultation booking, scheduling, and payment platform (Our “**Services**”), which are made available and hosted at <https://www.quidpro.app/>, including any related mobile applications and the associated domains thereof (“**Platform**”). One or more of the Services may be governed by a different agreement. We will inform You where this is the case. Any subscription to or registration for additional services will be governed by the agreements applicable to those services. Except as otherwise agreed, You acknowledge and agree that Your use of the Platform and Services, is also governed by Our Privacy Policy (the “**Quidpro Privacy Policy**”), and Data Processing Agreement, (the “**Quidpro DPA**”) which are incorporated by reference into this Agreement.

1.3. Amendments to this Agreement

Quidpro reserves the right to amend this Agreement at any time and may notify You of any material changes by posting the revised Agreement on the Platform. All changes shall be effective upon posting. You should check this Agreement periodically for such changes. Your continued use of the Platform after any such changes to this Terms of Use constitutes Your agreement to be bound by such changes.

1.4. Suspension and Termination of Services

Without limiting Our other rights or remedies, Quidpro may terminate, suspend, change, or restrict access to all or any part of the Services without notice or liability where such is necessary to protect the commercial interests of Quidpro. The need to preserve Our commercial interests may arise in a variety of circumstances, including where: (i) Quidpro reasonably determines that there is an imminent or ongoing threat or attack on the Services or the Platform or other event that may create a risk to the Services, or any other User of the Services; (ii) A User of the Services or the

Platform disrupts or poses a security, privacy, financial, competitive or material reputational risk to Quidpro, the Services or any other Quidpro User; (iii) A User is in breach of any portion of this Agreement or any relevant agreement applicable to any additional products or services on Our Platform; and/or (iv) Any amount owed by a User under this Agreement or any Subscription Plan is overdue. Quidpro will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any such termination or suspension.

2. Eligibility and Acceptance of Our Terms & Conditions

2.1. To be eligible to use any of Our Services, You must review and accept the terms set forth in this Agreement, any supplemental agreements and the terms of any applicable Subscription Plan issued by Quidpro or its authorized resellers specifying the Services to be provided under this Agreement ("**Subscription Plan**"). By accessing or using the Platform or signing up to create an individual lawyer or law firm profile on Our Platform ("**Quidpro Profile**"), You acknowledge that You have read, understood, and agree to be bound by this Agreement, and that such agreement is effective as of the date of such action. You also agree to comply with all agreements, applicable laws, and regulations incorporated into this Agreement and applicable to the Services. If You do not agree with the conditions in this Agreement, do not access or use this Platform or Our Services. Your authorization to access and use any of Our Services is conditioned on Your acceptance of and compliance with the terms of this Agreement and Your Subscription Plan. You acknowledge that no term in any Subscription Plan or other instrument entered into between You and Quidpro or a reseller of Our Services will modify or be deemed to modify this Agreement unless expressly agreed with Quidpro, in writing.

2.2. Authorised Representatives

You may authorise an individual ("**Authorised Representatives**") to manage Your access to and use of the Services and the Platform. In this event, the Services and the Platform must only be accessed and used by Authorized Representatives who are at least 18 years of age or otherwise not barred from using the Services or the Platform under applicable law. You acknowledge and agree that You are liable for all actions and omissions of any Authorised Representative or other individual that You allow to access the Services, and are responsible for ensuring that such individual's use of the Services complies with the terms of this Agreement and all wage and hour laws, employment laws, and any other applicable laws and regulations. If You are agreeing to this Terms of Use on behalf of a business, You hereby represent and warrant that You are the Authorised Representative of that business and that You have the authority to bind that business with the understanding that this Agreement will be binding on that business. We reserve the right to take legal action against any Authorised Representative, in the event that this representation is false.

3. Additional Definitions

“Authorization Hold”: A temporary reservation placed on funds in a Client User’s credit or debit card account (or other payment method) at the time of booking a Consultation, to verify that sufficient funds or credit are available to cover the estimated Consultation amount (based on the selected duration and applicable rates) without immediately charging the final amount.

“Booking”: A confirmed reservation for a legal consultation, subject to payment, and Platform rules.

“Client User”: An individual or entity that makes a Booking on the Platform to access legal services by scheduling and paying for consultations with Lawyer Users.

“Consultation”: Any interaction between a Lawyer User and a Client User facilitated by the Platform, following a Booking, including scheduled sessions via video, audio, virtual phone number, messaging (such as WhatsApp integration), or document review, potentially subject to real-time metered billing.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other Intellectual Property Rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Lawyer User”: A licensed legal professional or their authorized firm using the Platform to offer, schedule, and manage Consultations for legal services.

“Metered Billing”: A usage-based billing method whereby Client Users are charged in real-time for Consultations based on actual usage metrics, such as time spent in video, audio, virtual phone, or messaging sessions (including WhatsApp integration), at rates set by the relevant Lawyer User, as displayed on their Quidpro Profile. Charges accrue from the start of the Consultation following the initial Authorization Hold, with the final amount calculated upon session end, or early termination and settled against the held funds (with any excess released).

“Quidpro Materials” means all specifications, documentation, systems, methods, processes, software, deliverables, technical or functional descriptions, directories, Booking and scheduling calendars, payment processing tools, Consultation tracking systems, legal Consultation templates, sample engagement letters, standard policies, lawyer availability features, client notification systems, and any/all other information, data, documents, materials, works, content, templates, devices, and administrative features developed, provided, or used by Quidpro from time to time in connection with the Services and made available for the use of Users, or an Authorized Representative. For the avoidance of doubt, Quidpro Materials include Resultant Data and any information, data, or other content derived from Quid’s monitoring of Users’ access to or use of the Services. However, Quidpro Materials do not include User Data.

“Resultant Data” means data and information related to a User’s use of the Services that is used by Us in an aggregate and anonymized manner, including to compile

statistical and performance information related to the provision, operation, and improvement of the Services.

“Services” as used in this Agreement includes all improvements, updates, enhancements, bug fixes, release notes, upgrades and changes to the Platform thereto, as developed by Quidpro and made available to Users.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other third-party software, APIs, documents, legal data, scheduling tools, payment processing services, video conferencing integrations, content, or components provided by or relating to third parties and used in connection with the Services for Booking, scheduling, or facilitating legal consultations, that are not proprietary to Quid.

“User Data” means all information, data, content, Booking details, schedules, payment records, Consultation notes, and other materials, in any form or medium, uploaded, input, or otherwise provided on the Platform by Users, including any data relating to employees, staff, or Authorized Representatives of Users. For the avoidance of doubt, User Data excludes Resultant Data.

4. Access and Use of the Services

4.1. License Grant

Subject to User’s compliance with this Agreement and payment of the relevant fees, Quidpro hereby grants Users a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services during the term agreed with User (the **“Term”**), solely for use by User, for Booking, scheduling, and facilitating legal Consultations in accordance with this Agreement. Such use is limited to the User’s internal or personal use. User shall not sublicense, resell, distribute, copy, modify or reverse engineer, or otherwise exploit the Platform or any portion thereof.

4.2. Ownership

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to the Services, Quidpro Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise to You. All rights, title, and interest in and to the Services, the Quidpro Materials, and the Third-Party Materials are and will remain that of Quidpro and the respective rights holders in the Third-Party Materials.

4.3. Third Party Platforms & Shared Information

4.3.1. The Platform and the Services may contain links to third-party platforms or resources. Quidpro provides these links only as a convenience and is not responsible for the content, products, or services on or available from those other platforms or resources, or links displayed on such third-party platforms. You assume all risk arising from Your use of any third-party platforms or resources. The owners of

such third-party platforms may require You to agree to terms and conditions or agreements with respect to their provision of the relevant services to You. By using the Services, You acknowledge and agree that any third-party services utilized by Us will be subject to their respective terms of use, privacy policies, and other applicable agreements. By using or accessing any of Our Services, You agree to be bound by the terms of use governing that services, as provided by the relevant third-party partner. We encourage You to review all such third-party terms carefully. While We strive to choose reputable and reliable partners, We cannot guarantee the performance, availability, or security of third-party services.

- 4.3.2.** You hereby authorize Quidpro to submit to the applicable partner any and all documents and information about You, that are necessary for such third-party partner or Quidpro to provide any relevant Service to You, including, without limitation, Your payment details, Booking schedules, Consultation records, contact information, or other personal data related to legal Consultations, and any additional information requested by such partner in connection with this Agreement and Your receipt of the Services (collectively, the “**Shared Information**”).
- 4.3.3.** You are responsible for the accuracy of all Shared Information. You represent and warrant that You have all the rights in and to any such Shared Information and that Quid's use or disclosure of Shared Information as contemplated here under will not violate any rights of privacy or other proprietary rights, or any applicable local, state, or federal laws, regulations, orders, or rules. You agree that by consenting and authorizing Quidpro to submit Your Shared Information to any of its partners, You have waived and released Quidpro from any claim against Quidpro and its directors, officers, and employees arising out of a partner's use of any Shared Information, even if that use is not authorized by the applicable agreement between You and the relevant partner. The third-party partners we rely on may include but are not limited to payment processing, bill payment and subscription services, video tools, scheduling APIs, and data storage.

4.4. No Professional Advice

- 4.4.1.** You acknowledge that Quidpro is a technology platform only and not a lawyer, accountant, or other professional services provider, and accordingly, does not provide legal services, legal advice, financial, benefits, tax, IT, compliance, or other professional advice. We do not establish, facilitate, or supervise any attorney-client relationship, and all legal services are provided solely by independent Lawyer Users. Quidpro does not endorse, recommend, verify, evaluate, or guarantee any Lawyer User. We do not verify credentials, bar admissions, professional standing, or competence. Clients are solely responsible for selecting and evaluating Lawyer Users.
- 4.4.2.** Any information provided by Quid, through the Platform including any Quidpro Materials is intended for Your general use and informational purposes only, and does not constitute legal or other professional advice. You understand that You are responsible for any actions taken based upon information received from Quidpro and any reliance on any professional services from the relevant Lawyer User You select.

Where professional advice is needed, You should seek independent professional advice from a person who is licensed or qualified in the applicable field and jurisdiction.

4.5. Geographic Restrictions

The Services are only available for persons in those jurisdictions in which they may legally be sold, purchased and used. Nothing related to the Services and/or Platform shall be considered a solicitation to buy or an offer to sell anything to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful. The Platform is available to Lawyer Users and Client Users in multiple countries. Lawyer Users must comply with all applicable laws, regulations, and professional or bar rules in every jurisdiction in which they are licensed and from which they provide legal services via the Platform. Client Users acknowledge and agree that legal services obtained through the Platform may be subject to different laws and regulatory requirements depending on the Lawyer User's location and licensing, and that cross-border legal services may require additional verification, disclosures, or compliance steps. We may, but are not obligated to, implement additional checks or restrictions in relation to cross-border matters. The technology and software underlying the Services and/or the Platform or distributed in connection therewith and the transmission of any applicable data may be subject to export control laws. No such software or data may be downloaded from the Services or otherwise exported or re-exported in violation of any such applicable export control laws. Downloading or using such software or data is at Your sole risk. You agree to comply with all local rules and laws regarding Your use of the Services, including as it concerns online conduct and acceptable content, and the receipt or provision of legal services across borders. Quidpro hereby disclaims any and all liability with respect to any use of the Services or the Platform outside of the terms of this Agreement, or in violation of applicable law or professional regulation.

4.6. Our Right to Modify the Services

Quidpro reserves the right to modify, suspend, discontinue, or restrict Your access to any part of the Platform, Services or its features, at any time, with or without notice, for any reason, including but not limited to compliance with applicable law, technical upgrades, or changes in commercial arrangements. Where feasible, We shall use reasonable efforts to notify You of material changes in advance. Continued use of the Platform after any such modification constitutes acceptance of the modified Services. Quidpro shall not be liable to You or any third party for any modification, suspension, or discontinuation of the Platform or any part thereof. You acknowledge that certain functionalities, including access to third-party services may be subject to separate terms or may be suspended or withdrawn at the discretion of Quidpro or its third-party partners. Any modification, suspension, discontinuance, or restriction of access to the Platform does not affect the validity of the obligations entered into under this Agreement, prior to such modification, suspension, discontinuance or restriction.

5. Administration of Your Quidpro Profile

5.1. Your Quidpro Profile

To access the Services, Lawyer Users must create a Quidpro Profile on the Platform, by providing relevant information, which includes relevant individual/business name, an official email address, a phone number, a high-strength password and other standard Know-Your-User requests. Lawyer User acknowledge that We may use the phone number and email You provided to Us when You created Your Quidpro Profile or as updated by You from time to time as the primary mode of communicating with You, including with respect to updates or other information relating to any of the Services available on Our Platform. The Quidpro Profile generates a personalized booking link that Lawyer Users can share via WhatsApp, email, social media, or other channels, to enable Client Users to view and access the relevant Lawyer Users' Profile, select available Bookings from the integrated calendar, and complete payment while Lawyer Users retain full control over their calendar and rates. We may provide Lawyer Users with access to an interactive dashboard ("**Dashboard**") as is necessary to access the Services. The Dashboard provided to Lawyer Users as part of Your Quidpro Profile is for the sole purpose of the Services.

5.2. Account Responsibility & Security

As a Lawyer User, You understand that Your Quidpro Profile is solely for Your use, and You will not share Your Quidpro profile or passwords with anyone. You are fully responsible for all actions taken on or through the Services, associated with Your Quidpro Profile. You are fully responsible for all activities of Your Authorised Representatives, in relation to Your Quidpro Profile and the use of any Dashboard or personalised-link made available to You or Your Authorised Representatives. You are responsible for managing Authorised Representative access rights within Your individual or organization's account and ensuring that only duly verified Authorised Representatives access the Platform.

5.3. You are responsible for the security of Your Quidpro Profile and agree to keep Your password secure. Lawyer User agrees to adequately secure and keep confidential any credentials or passwords and any information accessible via its Quidpro Profile. If a Lawyer User believes or suspects that its Quidpro Profile, password or other credentials have been accessed or compromised, You must immediately notify Quidpro at legal@quid.app. Lawyer User accepts all risks of unauthorized use of its Quidpro Profile arising from Lawyer User's failure to implement security safeguards or otherwise maintain the confidentiality of its credentials and passwords and hereby releases, fully indemnifies, defends and holds Quidpro harmless from any liability to the extent arising from such unauthorized access or failure to implement security safeguards.

5.4. Users acknowledge that features available within the Platform such as automated Booking, calendar integration, real-time metered billing, payment processing, document review paywalls, virtual phone numbers, video/audio consultations,

WhatsApp integration, personalised link, and automated messaging, are integral to the Services. Users' failure to use such required features may result in data gaps, processing errors, or failed Bookings/payments. Users agree to use the Platform, including all modules and features that pertain to the relevant Service, in accordance with the training, demos, manuals, and documentation provided by Quid. Quidpro shall not be liable for any inaccuracies, errors, or inconsistencies arising from Users' non-use or improper use of the Platform or any of its features, contrary to provided training or documentation.

5.5. Accuracy of Information

You represent and warrant that all information You provide to Us in relation to Your Quidpro Profile or Your use of the Services is true, complete, accurate, correct, not misleading and provided in a timely manner. You represent and warrant that all such information is provided to Quidpro without any obligations on Quidpro to verify the accuracy or completeness of such information. In the event that the information You provide to Us changes, You hereby agree to notify Us of such changes immediately. You are responsible for the consequences of any inaccurate or incomplete information provided that Quidpro follows such instructions. Quidpro has no liability or responsibility for any inability to use the Services due to such inaccuracy or incompleteness of such information. You agree to provide any additional documents and/or information as may be required from time to time and deemed necessary for Your use of the Services.

5.6. User Data and Consent

- 5.6.1.** You represent and warrant that You have the necessary rights, licenses, consents, permissions, waivers, and releases to use, make available, and provide the User Data in connection with Your use of the Services. Without limiting the foregoing, in the event that You request that Quidpro provide any User Data to any third party, You represent that You have acquired any consents or provided any notices required to transfer such content or User Data and that such transfer does not violate any applicable laws. By providing any User Data to Quid, You hereby grant Quid, a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sub-licensable right to copy, display, upload, perform, distribute, model, index, store, modify, create derivative works from, and otherwise use User Data to provide the Services and for interoperability with third-party services, including, without limitation, as set forth in this Agreement, the Quidpro Privacy Policy and the Quidpro DPA.
- 5.6.2.** By accessing the Services, You consent to Us collecting and using technical information about the devices You and Your Authorised Representatives use in association with the Platform and related software, hardware, and peripherals, to improve the Services and to provide any other services to You. You consent to Us and Our affiliates' and licensees' processing, transmission, collection, retention, maintenance, and use of any personal data provided to Us, to improve the Services and the User's experience while using the Platform.

5.7. Lawyer User Terms

5.7.1. Professional Responsibility

As a Lawyer User, You represent and warrant that You: (a) are duly licensed and in good standing to practice law in Your jurisdiction; (b) maintain all required professional liability insurance; (c) comply with all applicable laws, regulations, and bar association rules; (d) are solely responsible for all legal advice, services, and professional conduct during and after Consultations; (e) will maintain the confidentiality of Client User information and applicable attorney-client privilege, except as required by law; and (f) any funds received from Client Users via the Platform, will be handled by You, in full compliance with applicable trust account rules, and ethical obligations.

5.7.2. Independent Contractor Status

As a Lawyer User, You acknowledge and agree that You operate as an independent contractor and not as an employee, agent, or partner of Quidpro or its operators. We do not employ Lawyer Users, direct or dictate Your work schedule, control Your professional judgment, supervise or oversee the provision of Your legal services, or assume any liability for Your professional advice, opinions, or outcomes delivered through the Platform. You maintain complete independence in Your professional practice, including the discretion to accept or decline Bookings, set Your own rates, determine the scope and manner of Consultations, and comply with all applicable laws, bar regulations, and ethical obligations governing Your legal practice. This independent status applies regardless of any payments processed, tools provided, or communications facilitated through the Platform.

5.7.3. Fees and Payment

As a Lawyer User, You are responsible for setting Your own Consultation fees and rates. Quidpro charges a platform commission as specified in Your Subscription Plan. As a Lawyer User, You acknowledge that: (a) Payment processing fees may apply to payments processed through the Platform; (b) Metered billing is calculated based on actual Consultation time; (c) Disputed charges are handled according to Our dispute resolution process; (d) You are responsible for all tax, levies, and similar obligations arising from Consultation charges and other income You receive through or in connection with the Platform; and (e) The obligation to pay for any scheduled Consultation rests with the relevant Client User. (f) You will not be able to withdraw from scheduled Consultations unless and until full payment from the relevant Client User has been received by Quidpro; and (g) Withdrawals become available and may only be made in accordance with the settlement timelines set by Our payment processors, which are typically between 24-48 hours after the transaction date (the date Client User payment is completed).

5.7.4. Professional Conduct

You agree to conduct yourself professionally at all times on the Platform, provide competent legal services during Consultations, avoid conflicts of interest, maintain client confidentiality, and comply with all applicable professional responsibility rules,

bar association standards, and jurisdictional regulations governing your legal profession/services.

5.8. Client User Terms

5.8.1. Client User Responsibilities

As a Client User, You acknowledge and agree that: (a) You are solely responsible for selecting a Lawyer User; (b) You must verify the Lawyer User's credentials, qualifications, and professional standing; (c) We make no guarantees about legal outcomes or quality of services provided by Lawyer Users on the Platform; (d) You are responsible for evaluating the legal advice You receive from a Lawyer User; and (e) You must provide truthful and complete information to Your Lawyer User.

5.8.2. Payment Terms

As a Client User, You agree to: (a) provide valid and up-to-date payment information (such as credit card details or other approved methods) for all Bookings, ensuring sufficient funds or credit availability at the time of Booking and throughout any metered consultation. No session can proceed without confirmed payment receipt by the Platform; (b) authorize payment holds for metered consultations; (c) pay only for actual time used in metered consultations, as precisely tracked and recorded by the Platform's real-time billing system from session commencement to conclusion, excluding any pre- or post-session delays outside the active Consultation period; (d) accept all charges calculated at the Lawyer User's published rates displayed on their Quidpro Profile at the time of Booking, inclusive of any applicable taxes, fees, or surcharges set by the Lawyer User or the Platform; (e) dispute charges only through our designated dispute process; (f) comply with all Booking confirmations, and any terms noted on the Lawyer User's Quidpro Profile, such as preparation requirements or cancellation policies.

5.8.3. No Attorney-Client Relationship with Quid

You acknowledge and agree that no attorney-client relationship, privilege, or duty exists between Quid, its officers, directors, employees, agents, or affiliates and You at any time. Your attorney-client relationship, including all associated privileges, confidentiality obligations, fiduciary duties, and professional responsibilities, exists exclusively between You and the Lawyer User You select for Consultations through the Platform.

5.9. Prohibited Uses & Restrictions

- 5.9.1.** Users shall not, under any circumstances, use the Quidpro Profile, Dashboard, or any related features for purposes inconsistent with this Agreement. Specifically, the User is prohibited from:
 - 5.9.1.1.** Using any content, data, or functionality provided by Quidpro or third-party providers through the Platform, Quidpro Profile, or Dashboard in a manner not expressly permitted under this Agreement;

- 5.9.1.2. Engaging in any fraudulent, malicious, illegal, or otherwise unauthorized activities using the Quidpro Profile or Dashboard; and
- 5.9.1.3. Using, copying, displaying, distributing, modifying, broadcasting, translating, reproducing, reverse engineering, reformatting, incorporating into advertisements and other works, selling, trading-in, promoting, creating derivative works, or in any way exploiting or allowing others to exploit the Quidpro Profile, Dashboard, or any related features.

5.10. Account Restriction or Closure

- 5.10.1. Quidpro shall have the right in its sole and absolute discretion to place restrictions on the Quidpro Profile and limit or prevent You from using or accessing Your Quidpro Profile. Such restriction may extend to several hours or days as Quidpro deems necessary. Closing or restriction of Your Quidpro Profile shall, however, not affect any of Our accrued rights and Your liabilities to Us. Quidpro may, at its sole discretion, restrict or close Your Quidpro Profile in a variety of circumstances, including if:
 - 5.10.2. Quidpro reasonably suspects or believes that You are in breach of this Agreement;
 - 5.10.3. You use or attempt to use Your Quidpro Profile for unauthorized purposes or where Quidpro detects any abuse/misuse, breach of content, fraud or attempted fraud relating to Your use of the Services;
 - 5.10.4. Quidpro is required to comply with an order or instruction of or recommendation from the government, court, regulator, or other competent authority;
 - 5.10.5. Such closing or restriction is necessary as a consequence of technical problems or for reasons of safety;
 - 5.10.6. Such closing or restriction is necessary to facilitate updates or upgrades to the contents or functionality of the Services from time to time;
 - 5.10.7. Your Quidpro Profile becomes inactive or dormant; and
 - 5.10.8. Quidpro decides to suspend or cease the provision of the Services for commercial reasons as it may determine in its absolute discretion. In this event, Quidpro agrees to provide a reasonable advance notice.

6. Subscription Fees, Consultation Charges & Taxes

6.1. Subscription Fees

Lawyer Users shall pay the subscription fees as advised by Quidpro immediately as and when due in the currency and into the bank account indicated in the Subscription Plan and hereby authorize Quidpro to conduct automatic debits of Lawyer User's designated funding source for such fees as they become payable.

Subscription fees are payable at the start of each subscription term (including any renewal terms) ("**Subscription Term**"), and Quidpro will automatically debit fees and any applicable charges from Lawyer User's designated funding source in accordance with the provisions of this Section or the relevant Subscription Plan or as otherwise agreed with Quid. Other than as expressly provided for in this Agreement, subscription fees are non-refundable.

6.2. Consultation Charges, Rates, and Platform Fees

Lawyer Users are solely responsible for determining and setting the rates, fees, or other charges payable by Client Users for legal Consultations and related services ("**Consultation Charges**") on the Platform, subject to applicable laws. By using the Services, Client Users authorize Quidpro and Our payment processors to charge the Consultation Charges (and any applicable Platform fees) to the Client User's designated payment method when a Booking, Consultation, or other billable event occurs in accordance with the relevant rates made available to the Client User on the Platform, and in accordance with this Agreement. We may charge Lawyer Users and/or Client Users a separate Platform, or transaction fee on each completed or processed Consultation or payment ("**Platform Fees**"), as disclosed on the Platform, in the Subscription Plan, or otherwise notified in writing. By using the Platform, Users agree to such Platform Fees.

- 6.3.** If Lawyer User fails to pay the subscription fees as and when due, then, in addition to all other remedies that may be available to Quid, Quidpro may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, provided that the interest rate shall not exceed the highest rate permitted under applicable law. Additionally, User shall reimburse Quidpro for all costs incurred by Quidpro in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. If such failure continues for 7 (Seven) days following written notice thereof, Quidpro may suspend performance of the Services until all past-due amounts and interest thereon have been paid, without incurring any obligation or liability to the Lawyer User, Client User, or any other person by reason of such suspension.
- 6.4.** Quidpro may increase the subscription fees, including any amounts which the Lawyer User is required to pay under this Agreement, by providing written notice of the new subscription or other fees to Lawyer User at least thirty (30) calendar days prior to the commencement date of the new Subscription Term.
- 6.5.** All amounts payable to Quidpro under this Agreement shall be paid by User to Quidpro in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason. All subscription fees and other amounts payable by Lawyer User under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Lawyer User is responsible and liable for all sales, use, and excise taxes, value added tax and any other similar taxes, foreign exchange charges, duties, debit/credit card charges, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority or any of

our subcontractors or third parties, on the subscription fees or any amounts payable by Lawyer User hereunder.

- 6.6.** If a User disputes any subscription fee, Platform Fee, Consultation Charge, or other amount debited or charged by Us, the User must notify Us in writing within thirty (30) days of such debit, providing reasonable details of the disputed amount. We will use commercially reasonable efforts to work with the User to investigate and resolve the dispute promptly. If You do not notify Quidpro of any such dispute within thirty (30) days, You waive the right to dispute any such charge.

7. Metered Billing and Payment Authorization

7.1. Authorization Holds

For metered consultations, We may place an Authorization Hold on the Client User's payment method for up to one hundred and fifty percent (150%) of the estimated consultation cost. This is a pre-authorization only and not an actual charge. The Client User will only be charged for the actual consultation time used, plus any applicable taxes and fees.

7.2. Time Tracking

Consultation time is tracked automatically from the moment the call or video session is initiated via the Platform until it ends. Billing is calculated per second (or such other minimum billing unit as We may specify on the Platform from time to time) based on the applicable Lawyer User's rate as displayed to the Client User at the time of Booking or initiating the Consultation.

7.3. Final Charges

Upon completion of the Consultation, the Client User will be charged only for the actual duration of the Consultation, plus any applicable taxes and fees, up to the amount of the Authorization Hold. Any unused portion of the Authorization Hold will be released. The timing of the release is subject to the Client User's bank or payment provider and is outside Our control. The Client User will receive an itemized receipt or transaction summary via the Platform or by email.

7.4. Exceeded Estimates

If a Consultation exceeds the estimated time, the Client User will receive notifications at five (5) minutes remaining, one (1) minute remaining, and when the estimate is exceeded. The Client User may end the Consultation at any time. Continuing the Consultation beyond the estimated time constitutes the Client User's authorization and acceptance of additional charges based on the Lawyer User's applicable rate and the additional time used.

8. Intellectual Property Rights

8.1. All right, title, and interest in and to the Platform and Quidpro Materials, including all Intellectual Property Rights therein, are and will remain with Quidpro and, with respect to Third-Party Materials, the applicable third-party provider own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Quidpro Materials except as expressly set forth in this Agreement or the applicable third-party license. All other rights in and to the Quidpro Materials are expressly reserved by Quid. Users hereby unconditionally and irrevocably grants to Quidpro all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto. As between User and Quid, User is and will remain the sole and exclusive owner of all right, title, and interest in and to all User Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Agreement. User hereby irrevocably grants all such rights and permissions in or relating to User Data as are necessary or useful to Quid, its subcontractors, and its personnel to enforce this Agreement, exercise Quid's, its subcontractors', and its personnel's rights and perform Quid's, its subcontractors', and its personnel's obligations hereunder.

9. **Non-Solicitation**

During the Term and for five (5) years after, User shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor, any person who is/was employed or engaged by Quidpro or any subcontractor of Quidpro and involved in any respect with the Services or the performance of this Agreement.

10. **Acceptable Use Restrictions**

10.1. You are prohibited from directly or indirectly engaging in conduct that presents a risk of harm to other Users, the Services, the Platform or any third parties ("**Prohibited Activities**"). You agree not to:

10.1.1. Use the Platform or the Services in any unlawful manner, for any unlawful purpose, or in a manner inconsistent with this Agreement, including acting fraudulently or maliciously.

10.1.2. Connive with Our employees, or third parties to use the Platform or the Services to defraud Quid, including committing identity theft.

10.1.3. Create multiple Quidpro Profiles or operate multiple Quidpro Profiles through proxies. You and Your business must be associated with one Quidpro Profile at all times, except as otherwise agreed with Quid.

10.1.4. Wilfully destroy Your electronic devices, deactivate Your email address, destroy Your device SIM card, or carry out other similar activities with the purpose of defrauding Quidpro or other Users.

10.1.5. Use the Platform or the Services in a manner that implies or promotes support, funding of, or membership in a terrorist organization.

10.1.6. Use the Platform or Services in any manner that contravenes applicable laws or facilitates activities prohibited under this Agreement.

10.1.7. Infringe Our Intellectual Property Rights or those of any third party in relation to Your use of the Platform, including the submission of any material not licensed by this Agreement.

10.1.8. Use the Platform or the Services in a way that could damage, disable, overburden, impair or compromise Our systems or security, or interfere with other Users, including by:

- Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code underlying the Platform or the Services;
- Transferring, reselling, leasing, licensing, or assigning the Platform or the Services or permitting any third party to access the Platform or the Services without express permission;
- Using the Platform or the Services for any purpose other than Your bona fide internal business purposes as agreed with Quid;
- Sharing Your passwords or credentials, or allowing any other person to use them;
- Connecting Your Quidpro Profile to third-party products through unauthorized means;
- Tampering with Our systems or other Users accounts, including probing or testing vulnerabilities;
- Developing or using software, scripts, robots, crawlers, or other technologies to scrape data or build a competing product or service;
- Using the Services to send payments to, or for the benefit of, sanctioned or restricted persons or entities;
- Launching automated systems ("robots," "spiders," "offline readers") that overload Our servers;
- Using the Services to build, maintain, or improve a similar or competitive product, for third-party research, or to obtain unauthorized access;
- Accessing the Services other than through authorized interfaces or attempting to mask, pool, or reduce measurable access metrics;
- Accessing or obtaining data other than through authorized software applications, plugins, integrations, or extensions;
- Engaging in harassing, abusive, or otherwise inappropriate behavior;
- Using the Services or Platform for fraudulent, illegal, or unauthorized purposes;
- Transmitting malware or hosting phishing pages;
- Performing activities that harm or disrupt the Services, Our Platform and infrastructure, or those of Our third-party providers and partners;
- Engaging in deceptive commercial practices; or
- Extracting information or data from the Services or Platform or attempting to decipher transmissions to or from the Services or the Platform.

- 10.2.** Quidpro shall have the right, but not the obligation, to monitor, audit or investigate Your use of the Services at any time for compliance with this Agreement. Our determination of whether a breach of this Agreement has occurred will be final and binding, and any action taken with respect to enforcing the provisions specified in this Agreement, including taking no action at all, will be at Our sole discretion. We may, at any time and without notice, deactivate Your Quidpro Profile or Your access to the Services if You engage in activities that violate the provisions of this Clause 10. Without prejudice to any other provisions in this Agreement, You hereby agree to indemnify Quidpro and its directors, officers, affiliates, agents, successors and assigns against all claims, liabilities damages, costs and expenses (including attorney fees and related charges) for any breach of the provisions in this Clause 10.
- 10.3.** If either You or Quidpro become aware of any actual or threatened activity prohibited by this Agreement, either party shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Platform permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify the other Party of any such actual or threatened activity.

11. Indemnity

- 11.1.** Users shall indemnify, defend, and hold harmless Quidpro and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Quidpro Indemnitee**") from and against any and all claims, damages and losses, costs, and expenses (including reasonable legal and professional fees) incurred by Quidpro and/or such Quidpro Indemnitee resulting from any action by a third party to the extent that such claim or losses result from, or are alleged to arise out of or result from: (a) any use of User Data by a Quidpro Indemnitee, including any processing of User Data by or on behalf of Quidpro in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of User or any of its representatives, including Quid's compliance with any specifications or directions provided by or on behalf of User; (c) User's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (d) fraud, negligence or any act or omission (including recklessness or wilful misconduct) by User or any of its Authorised Representatives in connection with this Agreement; and/or (e) Any breach of applicable laws by User or any of its Authorised Representatives.

11.2. Lawyer User Indemnification

In addition to the foregoing, each Lawyer User specifically agrees to indemnify, defend, and hold harmless Quidpro and its Indemnitees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and costs) arising out of, relating to, or in connection with:

- a. The Lawyer User's provision of legal advice, legal representation, or any other legal services to any Client User or third party, through the Platform.
- b. Any allegation, claim, or finding of professional malpractice, professional negligence, or inadequate professional service by a Lawyer User.
- c. Any breach, alleged breach, or violation by the Lawyer User of any applicable professional, ethical, or conduct rules, bar association rules, or similar regulatory requirements.
- d. Any dispute between the Lawyer User and any Client User or other third party, including (without limitation) disputes concerning legal advice, quality of services, fees, billing, outcomes, delays, or communication.
- e. Any violation of this Agreement or other terms applicable to the Lawyer User's use of the Platform.
- f. Any allegation or finding of unauthorized practice of law, misrepresentation of professional status, qualifications, licenses, or credentials, or failure to maintain any required license, certification, or insurance.

11.3. Client User Indemnification

In addition to the general indemnity above, Client User agrees to indemnify, defend, and hold harmless Quidpro and its Indemnitees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and costs) arising out of, relating to, or in connection with:

- a. Client User's use of, reliance on, or actions taken or not taken on the basis of any legal services, advice, content, or information obtained from any Lawyer User or through the Platform.
- b. Any dispute between Client User and any Lawyer User, including (without limitation) disputes concerning legal advice, fees, billing, refunds, quality of services, or outcomes.
- c. Any payment dispute, chargeback, reversal, or failure to pay any amounts properly due in connection with the Client User's use of the Platform or legal services obtained via the Platform.
- d. Any violation of this Agreement or other terms applicable to the Client User's use of the Platform.

11.4. The indemnity in clause 11.1. - 11.3. above, shall also include the following:

11.4.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against Quidpro or which Quidpro may suffer or incur, arising from its acting or not acting on any request from Your Quidpro Profile, or sent electronically by telephone, email and letters, or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, riots, acts of vandalism, sabotage, terrorism, reversals, chargebacks, or refunds involving the User's transactions and/or any other event beyond Our control.

- 11.4.2. Any loss or damage that may arise from Your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 11.4.3 Any unauthorized access to Your Quidpro Profile or any breach of security or any destruction or access to User Data or any destruction or theft of or damage to any of Your device, platforms or systems.
- 11.4.4. Any loss or damage occasioned by Your failure to adhere to this Agreement and/or by supplying incorrect information.
- 11.4.5 Any loss or expenses arising from a fraud perpetrated by You or Your Authorised Representatives or any expenses incurred by Us in engaging the relevant regulatory authorities as may become necessary on account of Your actions.
- 11.5. Quidpro agrees to indemnify, defend and hold User harmless against any and all third party claims, actions, suits, proceedings, and demands, including all reasonable out-of-pocket attorney's fees incurred, and damages and other costs finally awarded ("**Claims**") arising out of allegations by a third party that the Services or any portion thereof infringe(s) or otherwise violate(s) such third party's Intellectual Property Rights. In this event, User must give Quidpro prompt written notice of such Claims and afford sole control to defend and settle such Claim and provide all reasonable cooperation, at Quid's expense, in Quid's defense and settlement of the Claim. If a Claim is made or likely to be made, Quidpro may: (a) procure a license to allow You to continue using the allegedly infringing component(s) of the Services; (b) modify the infringing component(s) to make them non-infringing; or (c) if (a) and (b) are not reasonably available, terminate Your right to use the infringing component(s) effective immediately and refund to User any prorated fees associated with such component from the termination date to the end of the relevant Subscription Term. This section states Quid's entire liability and User's sole and exclusive remedy with respect to infringement of third party Intellectual Property Rights under this Agreement.

12. Disclaimer

- 12.1. EXCEPT AS IS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, INCLUDING WITHOUT LIMITATION THE PLATFORM, ANY THIRD-PARTY SERVICES AND THE QUIDPRO MATERIALS ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. QUIDPRO DISCLAIMS ANY AND ALL LIABILITIES, RESPONSIBILITIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, LOSS OF DATA, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, QUIDPRO NOT WARRANT THAT THE SERVICES OR PLATFORM, WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. NO ADVICE OR INFORMATION,

WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM QUIDPRO THROUGH THE SERVICES, WILL CREATE ANY WARRANTY. QUIDPRO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCT OR ANY DISTRIBUTION CHANNEL. ALL WARRANTIES AND OBLIGATIONS IMPLIED BY LAW ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THE LAW. IF THE SERVICES ARE INTERFERED WITH OR UNAVAILABLE, OUR SOLE LIABILITY UNDER THIS AGREEMENT IN RESPECT THEREOF SHALL BE TO RE-ESTABLISH THE SERVICES AS SOON AS REASONABLY POSSIBLE, WHERE POSSIBLE. QUIDPRO RELIED ON THIS DISCLAIMER IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT.

13. Limitation of Liability

- 13.1. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS CLAUSE 13 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF QUIDPRO TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. USER AND QUIDPRO USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES ARISING FROM OR RELATED TO THE SERVICES. QUIDPRO RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT.
- 13.2. EXCEPT WITH RESPECT TO QUID'S IP INDEMNIFICATION OBLIGATIONS HEREIN, UNDER NO CIRCUMSTANCES, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL QUIDPRO ITS AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND/OR LICENSORS BE LIABLE FOR ANY LEGAL SERVICES PROVIDED BY LAWYER USERS, PROFESSIONAL NEGLIGENCE, MALPRACTICE, OR ERRORS BY LAWYER USERS, DISPUTES BETWEEN LAWYER USERS AND CLIENT USERS, LEGAL OUTCOMES OR RESULTS OF ANY CONSULTATION, ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED BY USERS, UNAUTHORIZED ACCESS TO USER DATA DESPITE REASONABLE SECURITY MEASURES, TECHNICAL FAILURES, INTERRUPTIONS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, NON-PECUNIARY, EMOTIONAL OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST/INACCURATE DATA OR LOSS OF GOODWILL OR REPUTATION, OR REPLACEMENT COSTS, BUSINESS INTERRUPTION FOR ANY REASON, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES, EVEN IF QUIDPRO BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

- 13.3. IN NO EVENT, SHALL THE COLLECTIVE AND AGGREGATE LIABILITY OF QUID, AND ITS AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY DIRECT DAMAGES, IN THE AGGREGATE, EXCEED THE AMOUNT OF FEES PAID TO QUIDPRO IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO THE LIABILITY, OR ₦100,000 (ONE HUNDRED THOUSAND NAIRA) EQUIVALENT. THE LIMITATIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF QUIDPRO BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE AND TO ANY CLAIMS RELATING TO THE PROCESSING OF PERSONAL DATA UNDER THIS AGREEMENT.
- 13.4. TO THE EXTENT ANY SUPPLEMENTAL TERMS CONTAIN A LIMITATION OF LIABILITY PROVISION, THE LIMITATION OF LIABILITY SET FORTH IN SUCH SUPPLEMENTAL TERMS ARE EXCLUSIVE TO THE LIABILITY ARISING IN CONNECTION WITH THOSE SERVICES COVERED BY THE APPLICABLE SUPPLEMENTAL TERMS AND QUID'S AGGREGATE LIABILITY UNDER ALL APPLICABLE SUPPLEMENTAL TERMS AND THE AGREEMENT, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THIS CLAUSE 13.

14. Entire Agreement

- 14.1. This Agreement (including the Subscription Plans and any supplemental terms which Quidpro may present to You for review and acceptance at the time You subscribe to, activate or first access the applicable Service) constitute the entire agreement between You and Us and supersede and extinguish all previous and/or contemporaneous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter of this Agreement, except to the extent that an Subscription Plan explicitly modifies this Agreement, in which event, the Subscription Plan shall govern solely with respect to such modifications. You acknowledge that You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not referenced or set out in this Agreement.

15. Force Majeure

Quidpro shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond Our control. In such circumstances the time for performance shall be extended by a period equivalent to

the period during which performance of the obligation has been delayed or failed to be performed.

16. Beware of Scam

16.1. Scammers are getting increasingly sophisticated in their attempts to have access to Your money, Your financial information and other personal information. It is Your obligation to keep Your Information and sign-in details safe. Do not share Your Quidpro Profile details with anyone.

16.2. Quidpro would never:

- i. Send You suspicious texts, pop-up windows, links, or attachments asking You to “verify” Your account, change Your banking details, or make urgent payments.
- ii. Request Your password, one-time passwords (OTPs), PINs, full card details, or other sign-in credentials in order to book, reschedule, or pay for a Consultation on Your behalf.
- iii. Call, email, or message You claiming to be “tech support” to tell You that viruses have been detected on Your device and ask You to share screenshots, QR codes, install remote-access software, click a link, or provide Your sign-in details or payment PIN.
- iv. Contact You by email, SMS, in-app message, or phone to inform You about a refund and then ask You to provide Your password, OTP, payment PIN, or full card details to claim such refund.
- v. Contact You claiming that we are issuing payment cards, loans, or investment products and request Your personal or financial information, or ask You to click on a link before You can receive such products.
- vi. Contact You to request donations to any church, mosque, charity, political cause, or non-governmental organization, or ask You to route payments for third parties (including Lawyer Users or Client Users) outside the Platform.
- vii. Offer You “free Consultation credits,” “gift cards,” or similar rewards and then request Your password, OTP, payment PIN, or ask You to click on suspicious links to receive such benefits.

16.3. In the event that You suspect that You may have fallen victim to scammers, You must immediately contact Quidpro to place a restriction on Your Quidpro Profile. You shall be responsible and liable for charges and for any transactions or losses that occur on Your Quidpro Profile as a result of the information or access You granted to scammers. You hereby agree to indemnify and hold Quidpro and its affiliates harmless for any losses, liabilities, damages, costs and charges arising out of or in relation to any transactions that occurred on Your Quidpro Profile or any other

features associated with the Service prior to placing a restriction on Your Quidpro Profile.

- 16.4. Quidpro shall bear no liability for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for loss of data or data corruption, or for any indirect, direct punitive, special, incidental or consequential loss, arising as a result of the events contemplated in Clauses 16.2 (i-vii).
- 16.5. Quidpro takes reasonable measures in securing all communications. However, please note that the confidentiality of communications via any public telecommunications network is susceptible to unlawful interception and hacking. Quidpro shall not be liable for any loss or damage whether direct or consequential arising out of any such unlawful interception or access.

17. Assignment & Sub-Contractors

This Agreement, and any rights and licenses granted hereunder shall not be transferred or assigned by You without the prior written consent of Quid. Quidpro may withhold, condition, or delay any such consent in its sole discretion. Any attempted transfer or assignment in violation hereof shall be null and void. You acknowledge and agree that Quidpro may in its sole discretion, engage third-party contractors, vendors, agents or service providers (“**Subcontractors**”) perform any part of the Services on its behalf without prior notice to You, in so far as the engagement of such Subcontractor is necessary for the provision of the Services. You expressly waive, to the fullest extent permitted by law, any claims, demands, or causes of action under applicable data protection, privacy, or similar laws arising from Our engagement of Subcontractors in connection with the provision of the Services. You further acknowledge that You do not require Us to obtain Your consent before engaging any Subcontractor. You agree that this waiver is reasonable and necessary for the efficient and effective performance of the Services, including the fulfillment of Our legal, regulatory, and contractual obligations. Quidpro shall ensure that any Subcontractors engaged in connection with the Services are bound by confidentiality and data protection obligations consistent with applicable law.

18. Electronic Transmission

Users hereby agrees to electronic communication. This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either: (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement; or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party hereby waives any such or other related defence.

19. Severance

If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

20. No Partnership or Agency

This Agreement shall not be construed as creating any partnership, joint venture, agency or similar relationship between You and Quidpro other than the relationship with respect to carrying out the terms of this Agreement. All rights, duties, obligations, and liabilities of Quidpro and You shall be separate, individual and several and not joint. Except as set forth in this Agreement, You have no authority to act as agent for Quidpro or bind Quidpro in any way.

21. Insurance

The Users shall, at its own expense, maintain adequate insurance coverage reasonably appropriate to its use of the Services and its operations, including, where relevant: (a) liability arising from the User's use of the Services; (b) cybersecurity, data protection, or privacy-related liability; and (c) any other coverage reasonably required to comply with applicable law. Without limiting the generality of the foregoing, each Lawyer User is solely responsible for maintaining any mandatory or customary professional indemnity/insurance required by law, regulation, or applicable professional rules in the jurisdiction(s) where the Lawyer User provides legal services. Where Client User is an entity (including a company, partnership, NGO, or public body), such Client User is expected to maintain commercially reasonable insurance coverage appropriate to its operations and use of the Platform. Upon request, User shall provide evidence of such insurance to Quid. To the extent permitted by law, User waives all rights of subrogation against Quid, its officers, employees, and agents for any claims covered by the insurance required under this Agreement. The parties agree that maintaining insurance under this section does not limit the User's obligations or liabilities under this Agreement.

22. Compliance with Laws

- 22.1. You will be solely responsible for compliance with any and all applicable laws, rules and regulations affecting Your business, and any use You may make of the Services to assist You in complying with any such laws, rules or regulations. In addition, User is responsible for ensuring that its Authorized Representatives comply with applicable

laws while using the Services, including the intellectual property and third-party rights of others.

22.2. Each Party agrees, in its performance of its obligations under this Agreement, to comply, and to cause its affiliates to comply, with all applicable anti-bribery, anti-money laundering and other anti-corruption laws applicable in its jurisdiction. (collectively, "Anti-Corruption Laws"). In general, the Anti-Corruption Laws prohibit: (i) directly or indirectly making, promising, authorizing, or offering any advantage or anything of value to public officials or private persons or corporations to secure an improper advantage, to improperly obtain or retain business, to direct business to any other person or entity; and/or (ii) the concealment of the origins of illegally obtained money, typically by means of transfers involving foreign banks or legitimate businesses. Each Party will maintain policies and procedures designed to ensure its compliance with applicable Anti-Corruption Laws. Neither Party shall knowingly take any action that would cause the other Party to be in violation of Anti-Corruption Laws. Each Party shall immediately notify the other Party if such Party has any information or suspicion that there may be a violation of any Anti-Corruption Law in connection with the performance of any activities under this Agreement.

23. Construction

Quidpro has prepared this Agreement and User has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Quidpro on the basis that Quidpro drafted it. In the event of disputes, this Agreement will be viewed as if prepared jointly by Quidpro and User.

24. Marketing

User agrees that Quidpro may use User name and logo (where applicable) on Our website and in other promotional marketing materials, unless User opts out of such usage by sending an email to legal@quid.app.

25. Future Functionality

The User acknowledges that its purchase of access to the Platform is based solely on the functionality available at the time of subscription. Any statements, presentations, or materials describing possible future features, enhancements, or integrations are for informational purposes only and are not binding commitments. User agrees that it has not relied, and will not rely, on the availability of any future functionality in entering into this Agreement or any related Subscription Plan.

26. Notices

Quidpro may provide notices to User or its Authorised Representative, whether required by law or for operational, marketing, or other business purposes, by email, mobile message, postal mail, hard copy delivery, or through in-product notifications on the Platform, as determined by Quidpro in its sole discretion. Quidpro reserves the right to choose the form and method of providing such notices, provided that Users or their Authorised Representative may designate or opt out of certain communication methods through their respective account settings. Quidpro is not responsible for any losses or claims attributable to (a) any requests by You requesting Quidpro to only send updates or notices relating to the Service only to Authorised Representatives; or (b) any automatic filtering or blocking by You, Your email service, or network provider that may prevent delivery of notices or updates sent to the email address associated with Your Quidpro Profile.

27. Survival

Except as expressly provided otherwise in this Agreement, all provisions that by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination, including, without limitation, provisions related to confidentiality, intellectual property ownership, payment obligations, indemnification, limitations of liability, dispute resolution, and compliance with laws.

28. Waiver

No waiver of any rights will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

29. Governing Law

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the laws of Nigeria. For international users, local consumer protection laws may apply.

30. Arbitration

- 30.1. For any past, present or future or claim relating in any way to Your use of or access to the Services, the Platform or any product or Service integrated with the Services (including Platform functionality, billing, or technical issues), as well as any dispute or claim relating to or arising under this Agreement (including under the Quidpro Privacy

Policy, the Quidpro DPA, and any other applicable supplemental terms), contact Our support team first and same shall be resolved by binding, individual arbitration rather than in Court. Any such dispute, if unresolved, shall be referred to and finally resolved by arbitration at the Lagos Multi-door Courthouse (“LMDC”) and governed by the Arbitration and Mediation Act, 2023.

- 30.2. The arbitration shall be conducted by a single arbitrator who shall have demonstrable experience advising venture-backed technology start-ups for a minimum of ten (10) years. Where both Parties are unable to agree on the choice of such an arbitrator within seven (7) days of the end of the one-month negotiation period, either Party may refer the appointment to the LMDC, which shall appoint a qualified arbitrator within fourteen (14) days. Such arbitrator must meet the substantive qualification requirements specified in this Clause. The arbitrator shall be required to convene a preliminary meeting within seven (7) days of appointment, and the arbitration proceedings shall be concluded within ninety (90) days of such appointment, unless extended by mutual agreement in writing or by the arbitrator for just cause.
- 30.3. The findings of the arbitrator and any resulting award shall be final and binding on both Parties. Each Party shall bear its own costs in connection with the arbitration. The venue for the arbitration shall be in Lagos, Nigeria. The terms in this section are referred to as the “**Arbitration Agreement**”. This Arbitration Agreement applies to all such claims, brought under any legal theory, unless the claim relates to a dispute that, by law, cannot be subject to arbitration or where arbitration is expressly prohibited by applicable law.
- 30.4. This Arbitration Agreement is intended to be broadly interpreted and will survive termination of this Agreement, which means (among other things) that this Arbitration Agreement applies even after You have stopped using Your Quidpro Profile or have deleted it. The arbitrator shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or 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 the parties have a dispute about whether this Arbitration Agreement can be enforced, whether this Arbitration Agreement applies to a dispute, or any other dispute about the meaning or scope of this Arbitration Agreement, the parties agree that the arbitrator shall have exclusive authority to resolve the dispute.
- 30.5. Disputes regarding legal services, professional conduct, or attorney-client matters are strictly between the relevant Lawyer User and Client User. Client Users acknowledge that any remedies or claims they may have in relation to legal services (including negligence, malpractice, or misconduct) lie solely against the relevant Lawyer User and not against Quid. We may, at Our sole discretion and where permitted by law and Our privacy obligations, and without assuming any obligation, provide access to or copies of consultation-related records (such as Booking details, timestamps, and transaction records) that We hold, if reasonably necessary for dispute resolution, regulatory inquiries, or legal proceedings. Quidpro is under no obligation to mediate,

arbitrate, adjudicate, or otherwise resolve any dispute between Lawyer Users and Client Users, and Our decision to provide or withhold such assistance does not make Us a party to any underlying dispute.

31. Our Complaint Handling Procedures

Meeting and exceeding Our clients' expectations is the most important part of Our business. However, there may be occasions when something goes wrong and leaves You dissatisfied. If this happens, please let Us know and We'll do everything We can to resolve the problem with You. Our aim is to always resolve such matters as soon as We can and to Your satisfaction. If something has gone wrong and You would like to make a formal complaint, please get in touch and let Us know by providing as much detail about the issue as You can. This can be done by sending us an email at: legal@quid.app. Once We have received Your complaint, We will begin Our investigation into what has happened. We will always aim to resolve the issue as soon as possible. Once Our investigation into an issue is complete, We will send You Our final response to Your complaint.