

Updated: April 1, 2024

Thanks for using Paralex. These General Terms of Service (the “Terms”) cover your use and access to the products, services, software, platform and websites (collectively, “Services”) provided by Paralex, Inc. (“Paralex”), and any of our affiliates, including Paralex, PLLC, a Texas professional limited liability company (“Paralex Law”) (collectively, “Paralex Group”). Please note that Paralex Group is independently owned and has no legal relationship, partnership, agency or affiliation with any other lawyers, law firm, or any other business entity or organization, including, without limitation, Impresa Legal Group and its affiliates. By using our Services, you agree to be bound by these General Terms as well as our Privacy Policy. If you are using our Services as the employee or agent of an organization, you are agreeing to these Terms on behalf of that organization. The Services, at this time, are intended only for those businesses located in or conducting business in the United States of America relating to the applicable laws of the United States of America.

For those services or features that Paralex offers on an alpha, preview, early access, or beta basis (“Beta Services”), such Beta Services are offered “as-is” to allow testing and evaluation, and content you provide to Beta Services may be used to improve the Services. Paralex makes no representations or warranties for Beta Services, including any warranty that Beta Services will be generally available, uninterrupted or error-free, or that content will be secure or not lost or damaged. Except to the extent prohibited by law, Paralex expressly disclaims all warranties for Beta Services, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

You must be the legal age of majority in your state of residence or otherwise able to form a binding contract with Paralex in order to use the Services. In no event is use of the Services permitted by those under the age of 18.

1. Payments

(a) Fees and Billing. You will pay all fees in connection with your use of the Services provided by Paralex according to the prices and terms on the applicable pricing or order page, or as otherwise agreed between us in writing. We have the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. You will provide complete and accurate billing information including a valid and authorized

payment method. You authorize Paralex and its affiliates, and our third-party payment processor(s), to charge your payment method for the Services as per the terms and conditions of your then current subscription plan. If your payment cannot be completed, we will provide you written notice and may suspend access to the Services until payment is received. Fees are payable in U.S. dollars and are due upon invoice issuance. Payments are nonrefundable except as provided in this Agreement and the terms and conditions found on the applicable pricing page. For the free plan, any and all unused credits shall reset to the then current monthly credit amount on the 1st day of every month.

(b) Taxes. Unless otherwise stated, fees for the Services do not include federal, state, local, and foreign taxes, duties, and other similar assessments (“Taxes”). You are responsible for all Taxes associated with your purchase, excluding Taxes based on our net income, and we may invoice you for such Taxes. You agree to timely pay such Taxes and provide us with documentation showing the payment, or additional evidence that we may reasonably require. Paralex AI uses the name and address in your account registration as the place of supply for tax purposes, so you must keep this information accurate and up-to-date.

(c) Price Changes. We may change our prices by posting notice to your account and/or to our website. Price increases will be effective 14 days after they are posted, except for increases made for legal reasons or increases made to Beta Services, which will be effective immediately. Any price changes will apply to the purchase of the Services attributed to your account immediately after the effective date of the changes.

2. Paralex Legal Information is Not a Substitute for Legal Advice

Paralex provides a platform for AI-assisted but attorney verified legal services. Our Services do not include legal insurance or constitute an insurance product. The information provided by Paralex along with the content of our Service related to legal matters but excluding any and all legal advice provided by our affiliate Paralex Law (“Legal Information”) is provided for your private use and does not constitute legal advice. We do not review any information you provide us for legal accuracy or sufficiency, draw legal conclusions, or apply the law to the facts of your situation.

If you need legal advice for a specific problem, you should request that your question be answered by a licensed attorney using our Services. Legal Information provided by Paralex through its Service is not a substitute for legal advice from a qualified attorney licensed to practice in an appropriate jurisdiction. Communications between you and

Paralex may not be protected as privileged communications under the attorney-client privilege or work product doctrine.

Paralex is not an attorney or law firm and your use of the Services does not create an attorney-client relationship between you and Paralex, or between you and any Paralex affiliate, owner, manager, employee or representative except as set forth otherwise in these terms and conditions. Unless you are otherwise represented by an attorney, you represent yourself in any legal matter you undertake through our Services.

3. Attorney Review Services

Additional terms legal services provided by Paralex Law:

Limited Scope Representation Agreement Governing Legal Services Provided by Paralex Law

Paralex provides access to certain legal contract and advisory services. Paralex is not a law firm and does not provide legal services. Paralex is not a "Lawyer Referral Service." As such, Paralex has arranged with Paralex Law, a Texas based law firm owned and operated by Stephen Candelmo, Esq., to make certain limited scope legal services available to its customers. This Limited Scope Representation Agreement ("Attorney Agreement") governs your relationship with Paralex Law. Your relationship with Paralex is governed by its Terms & Conditions and Privacy Policy.

Lawyers with Paralex Law are licensed in their jurisdictions to provide legal advice. They will exercise their independent judgment as attorneys in providing you legal services. Paralex will not interfere in any way with Paralex Law's independent professional judgment or with your attorney-client relationship with Paralex Law.

By purchasing legal services, which shall be subject to an administrative and technology fee paid by you to Paralex in addition to the amount paid for legal services to Paralex Law, you and Paralex Law enter a limited scope attorney-client relationship defined by the services you purchased. Paralex Law agrees to provide legal services upon your payment of the fee for those services. To facilitate Paralex Law's legal services, you authorize Paralex to provide them with your name, email address, as well as any communications and/or documents you have prepared and/or uploaded, or will prepare or upload, using Paralex's services. In connection with payment to Paralex Law, you hereby authorize and agree that Paralex will be authorized to act as an administrative agent on behalf of Paralex Law to collect payment from you in connection with legal

services and disburse such payments to Paralex Law. You hereby acknowledge and agree that such processing of such payments shall not be considered as Paralex Law sharing of legal fees with Paralex.

Upon Paralex Law's receipt of all or any portion of the fee you paid for legal services, such funds are the property of Paralex Law and will not be placed in a trust account. The fact that you have paid your fee in advance does not affect your right to terminate the attorney-client relationship. If your relationship with Paralex Law terminates before the purchased legal services have been provided, you may have a right to a refund of all or a portion of that fee.

You have the right to rescind limited scope engagement within 24 hours of purchase. If you wish to cancel, please email support@paralex.ai within 24 hours of purchase and we will immediately refund your payment provided that the services that you had paid for had not been delivered to you prior to your email notice of termination. Assuming you have not canceled such engagement by email, you waive any right to receive any portion of a refund unless Paralex or Paralex Law terminates the services. In the event that we refund your payment, partially or in full, credit card processing fees are non-refundable.

Paralex Law will act in your best interest and give you competent assistance. However, Paralex Law's legal services are strictly limited to those you have purchased and no more. Paralex Law will not perform any additional legal work for you, such as filing any documents or representing you in court. In other words, Paralex Law will provide you legal services in a limited capacity and will not represent you in your entire legal matter.

Paralex Law will rely entirely on the facts, information and documents you provide. Paralex Law will not make any independent investigation of your facts or information, or the authenticity of any documents you provide. It is therefore extremely important that you are completely truthful, even if the information you provide is embarrassing or unflattering to you or others.

Paralex Law and Paralex are not guaranteeing any particular or promising you a favorable result or any certain result or outcome. Paralex provides certain technologies, including generative artificial intelligence technology ("Advanced Technologies") to provide certain documentation and analysis for your use and benefit and the use and benefit for the attorneys from Paralex Law. You hereby acknowledge and agree that the use of the Advanced Technologies in connection with the legal services provided by Paralex and Paralex Law is authorized and approved. You further recognize that these Advanced Technologies are emergent in nature, may not be error-free, and may involve

certain risks and uncertainties. In consideration of the benefits and value derived from the Services, you assume full responsibility for any and all risks associated with the use of the Advanced Technologies. You release and hold harmless the Paralex Group, its owners, directors, managers, officers, investors, partners, associates, employees, contractors and agents and each of their affiliates from any claims, liabilities, damages, costs, or expenses arising out of or related to the use of the Advanced Technologies. This acknowledgment and assumption of risk extends to any potential errors, omissions, or failures of the Advanced Technologies, and you agree that neither Paralex nor Paralex Law shall be liable for any such issues in the provision of the Services.

Paralex Law's representation of you ends when the legal services you have purchased have been provided.

Paralex is not a lawyer referral service. Paralex's system identifies attorneys available from Paralex Law based on availability, expertise and experience criteria as per your request, and priority based on such attorney's past performance as evidenced by past client ratings and certain performance criteria and metrics as monitored and managed by Paralex on behalf of Paralex Law. Paralex makes no representation or warranty as to the qualifications or competency of any attorney provided by Paralex Law or as to the accuracy or completeness of any such attorney's work. PARALEX SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY PROFESSIONAL SERVICES RENDERED BY PARALEX LAW.

Consent

I have read this Limited Scope Representation Agreement and understand it. By clicking on the "I agree" box, I indicate my consent to the terms of this agreement, that the legal services I have purchased are the only legal services to be provided by Paralex Law, and that Paralex Law is not required to assist or represent me in any further or other legal matters. I understand that certain percentage of the fixed fee paid to and held by Paralex as set forth in this agreement and in the applicable pricing or order page is for my payment for the services of Paralex Law will be performing and that it will be compensated for its services from that payment.

By consenting to this Agreement, I grant Paralex permission to receive, store, forward, and review communications and documents between myself and Paralex Law, solely for the purpose of facilitating such communications and Paralex Law's services under this Agreement. I understand that Paralex has agreed to keep such communications and the information contained therein confidential to at least the same level of privacy as required by Paralex Law under the laws and rules governing Paralex Law's

communications with me. To the extent this Agreement conflicts with the Privacy Policy, this Agreement controls.

4. Suspension or Termination of Access

Paralex reserves the right, in its sole discretion, to suspend or terminate your access to the Services, for any reason and at any time without prior notice. For example, we may suspend or terminate your use of some or all of the Services if you violate these Terms or use the Services in a manner that may expose us to legal liability, disrupt the Services or disrupt others' use of the Services.

Paralex also reserves the right to modify or discontinue, either temporarily or permanently, any part of its Services with notice. You agree that Paralex will not be liable to you or to any third party for any modification, suspension, or discontinuance of your membership or access to the Services.

5. Consent to Receive Emails

By creating an account, you agree that you may receive communications from Paralex, such as newsletters, special offers, account notices and account reminders and updates. You also understand that you can remove yourself from promotional communications by clicking the "Unsubscribe" link in the footer of the actual email. You cannot opt out of essential communications regarding your account, such as renewal notices.

6. No Unlawful or Prohibited Use

You can only use our Services if doing so complies with the laws of your jurisdiction(s). The availability of our Services in your jurisdiction(s) is not an invitation or authorization by Paralex to access or use our website or Services in a manner that violates your local laws and regulations. By using our Services, you accept sole responsibility to ensure that you or anyone else who accesses your account to use our Services does not violate any applicable laws in your jurisdiction(s). To enforce this provision, Paralex reserves the right to suspend or terminate your account immediately and without prior notice at our sole discretion.

The following are specifically excluded or prohibited:

- Use in connection with any legal matter that is frivolous, immaterial or illegal in nature, as determined by Paralex or an attorney with Paralex Law in their sole discretion;

- Use in connection with any legal matter involving an alleged violent crime by you;
- Use in connection with any legal matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- Use in connection with any legal matter for which you are currently or prospectively represented by legal counsel.
- Use in connection with any legal matter that, as determined by the external attorney, in his or her sole discretion, lacks sufficient merit to warrant pursuit, or that has been raised an excessive or unreasonable number of times without a change in circumstances;
- Use in connection with any legal matter that directly or indirectly involves any external attorney other than as your counsel;
- Use in connection with any legal matter in which Paralex or any of its subsidiaries, affiliates, directors, officers, agents, employees, or other Paralex service providers has an adverse interest; or
- You may not hack, "scrape" or "crawl" our Services, whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds without express written permission from Paralex. You may not access or attempt to access any information Paralex has not intentionally made available to you on its Services via purchased subscription. Your use of the Services does not entitle you to resell any Paralex content without prior express written consent from Paralex.

7. Intellectual Property Rights; License Grant

Paralex retains all right, title and interest in and to its products and Services, including, without limitation, software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, articles, document templates and all related intellectual property rights. Except as otherwise provided in the Terms, you may not, and may not permit others to:

- reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and Services (other than documents you create through your membership, which you may use for your own personal use);
- sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and Services; or

- circumvent or disable any security or technological features of our products and Services.
- The design, text, graphics and selection and arrangement of our Services and the legal forms, documents, guidance and all other content found on our Service ("Service Content") are copyright © Paralex, Inc. All rights reserved.
- Any Paralex product or Service names, logos or slogans displayed on our Service are trademarks of Paralex, Inc. You may not copy, imitate or use them, in whole or in part, without our prior written consent. In addition, the look and feel of Paralex is the service mark, trademark and/or trade dress of Paralex and you may not copy, imitate or use it, in whole or in part, without our prior written consent. The names of actual companies and products you might encounter through us may be the trademarks of their respective owners. Nothing in these Terms or the Services should be understood as granting any license or right to use any of Paralex's or any third party's trademarks displayed on our Services. All goodwill generated from the use of Paralex's trademarks is reserved for the use of Paralex, exclusively.

Subject to your compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Services as we intend for them to be used. As a registered Paralex user, you are the owner of and are fully authorized to keep, for your own personal records, electronic or physical copies of information you have obtained on Paralex.

When you transmit public-facing user content on Paralex, you hereby grant Paralex and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content, including throughout the world in any media. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation or compensation to you. You acknowledge and agree that Paralex is authorized to collect and use aggregated or anonymized information from or about you and other users for the purposes of researching, developing, improving and marketing its Services.

Resale or unauthorized copying, use, storage, display or distribution of legal information obtained from the Services, articles, documents or other materials copied or downloaded from our Service ("Paralex Information and Materials") is strictly prohibited. Use of Paralex Information and Materials is for your personal or business use. Any resale or redistribution of any Paralex Information and Materials requires the express written consent of Paralex. Any rights not expressly granted in these Terms are reserved by Paralex.

8. Copyright and DMCA

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

If you believe that any material on our Service infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with Paralex's Designated Copyright Agent:

Paralex, Inc.
Attn: Legal Department
5900 Balcones Drive, Suite 100, Austin Texas
Email: info@paralex.ai

9. Links to Third Party Sites

Paralex's Service may contain links to third party resources and businesses on the Internet, called here "links" or "Linked Site(s)." Those links are provided for your convenience to help you identify and locate other Internet resources that may be of interest to you.

Paralex does not control, endorse or monitor the contents of any Linked Site. That includes, without limitation, any further link contained in a Linked Site, and any changes or updates to a Linked Site. Paralex is not responsible for webcasting or for any other form of transmission received from any Linked Site. These Terms do not cover your interaction with Linked Sites. You should carefully review the terms and conditions and privacy policies of any Linked Sites.

If you use any service provided on a Linked Site, (a) Paralex will not be responsible for any act or omission of the third party, including the third party's access to or use of your customer data and (b) Paralex does not warrant or support any service provided by the third party.

10. Disclaimer of Representations and Liability

Please read this section carefully as it affects your rights

Given the complexity and continuous development of its Services and its underlying technology, the information, software, products, and Services made available through Paralex may include inaccuracies or errors. Paralex reserves the right at any time to modify, improve, suspend or deprecate certain features of our Services. Legal information received via Paralex should not be relied upon exclusively for personal, medical, legal or financial decisions; rather, we recommend you use information from our Service in conjunction with the advice of a qualified professional tailored to your situation. In short, your use of our Services is at your own risk.

TO THE FULLEST EXTENT PERMITTED BY LAW, PARALEX AND ITS AFFILIATES, SUPPLIERS, OR PARTNERS, MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INFORMATION RECEIVED VIA OUR SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, OR FINANCIAL DECISIONS WITHOUT CONSULTING AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

PARALEX IS INTENDED FOR U.S. BUSINESSES AND ANY AND ALL USERS USING THE SERVICES IN CONNECTION WITH UNDERSTANDING THE LAWS, RULES, AND REGULATIONS PROMULGATED BY COUNTRIES AND/OR JURISDICTIONS OUTSIDE OF THE UNITED STATES DOES SO AT THEIR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PARALEX, ITS AFFILIATES, SUPPLIERS OR PARTNERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT PARALEX HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, PARALEX'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO PARALEX FOR THE 12 MONTHS PRECEDING THE SERVICES IN QUESTION.

THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Release and Indemnity

By using our Service, you, on behalf of yourself and your heirs, executors, agents, representatives, and assigns, fully release, forever discharge, and hold Paralex, its partners and its affiliates, and its and their respective officers, employees, directors and agents, harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to your use of the Services. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.

You agree to indemnify and hold Paralex, its partners, and its affiliates, and its and their respective officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Service, your violation of these Terms or your violation of any rights of another.

12. Dispute Resolution by Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department at 1-254-253-3613. You can also email us at info@paralex.ai.

However, if Paralex is not able to resolve a dispute with you after attempting to do so informally, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of JAMS Alternative Dispute Resolution ("JAMS"). JAMS will administer any such arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Austin, Texas. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to Paralex should be addressed to Paralex, Inc., 5900 Balcones Drive, Suite 100, Austin, Texas Attention: Legal Department. Any notice to you shall be sent to your address as set forth in Paralex AI's records of account or such other legal address as Paralex AI is able to identify.

You may only resolve disputes with Paralex on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Notwithstanding our agreement to arbitrate our disputes as provided above, the following exceptions will apply to the resolution of disputes between us:

Either you or Paralex may assert claims, if they qualify, in small claims court in Austin, Texas or in any United States county where you live or work without first engaging in arbitration or the informal dispute-resolution process described above.

Paralex may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any unauthorized use or abuse of the Services or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above.

In the event that the agreement to arbitrate provided herein is found to be inapplicable or unenforceable for any reason, then as a condition to your use of the Services we agree that any resulting judicial proceedings will be brought in the federal or state courts of Austin, Texas, and by your use of the Services you expressly consent to venue and personal jurisdiction of the courts therein.

Paralex may, in the future, make changes to these provisions regarding dispute resolution and arbitration by providing notice in accordance with the "Modifications" section below. You may reject any changes to this section made during the duration of your account by sending us written notice. Such notice must be given within thirty (30) calendar days of the notice of modification to the following address: Paralex, Inc., 5900 Balcones Drive, Suite 100, Austin, Texas Attention: Legal Department.

13. Controlling Law

These Terms are governed by the laws of Texas, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules.

14. Entire Agreement

These Terms constitute the entire agreement between you and the Paralex Group with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

15. Waiver, Severability and Assignment

Paralex's failure to enforce a provision is not a waiver of its right to do so later. If a provision of these Terms is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting the intent of the unenforceable language as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Paralex may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

16. Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms. We encourage users to periodically review the Terms to ensure that you understand them in their entirety.

If you have any questions or concerns, please contact us at any time.