

Ghost Legal | Flat-Rate Services and Subscription Packages Terms and Conditions

This section outlines the terms under which you and Law Offices of Jami M. Kohn a/k/a Ghost Legal (“Ghost Legal”) agree to work together and will take effect upon engagement, after which will you be bound by this agreement (“the Agreement”).

General Terms for All Ghost Legal Flat-Rate Services and Subscriptions:

By signing up for a subscription package or engaging Ghost Legal’s flat-rate services, Ghost Law will have been engaged to provide legal services to you and/or your firm (“You”) for various legal research and writing projects related to pending and future cases handled by You. It is understood that Ghost Legal is being engaged by You and not by your client(s). Ghost Legal will report to You and its work will be supervised and overseen by You. You will review and approve any work product contemplated by the Agreement before it is passed on to the client(s) or others in any form.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms “you” or “your” shall refer to such entity. If, after your engagement of Ghost Legal’s services, we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this Agreement and the order you placed, including without limitation, the payment obligations. We are not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

Ghost Legal is a provider of legal research and writing services and, as such, does not have an attorney-client relationship with You or Your client(s). Ghost Legal is not counsel for record for Your client(s) and does not have an attorney-client relationship with them. Nevertheless, Ghost Legal will maintain the confidentiality of any and all client information which it may learn in its capacity as a research and writing service provider to You, to the same extent as if it had an attorney-client relationship with Your client(s).

For business purposes, Ghost Legal operates as an independent contractor. Therefore, you should neither withhold nor pay on Ghost Legal’s behalf income tax, social security or any other payroll taxes. Ghost Legal understands that payment of taxes is its responsibility and that it is not entitled to employee benefits or statutory

mandates such as workers' compensation or unemployment insurance. You and Ghost Legal carry our own professional liability insurance.

You will disclose all parties and potential parties in connection with any matters upon which Ghost Legal is engaged. Ghost Legal will check its records and confirm that no conflict of interest prevents Ghost legal from undertaking any given project. You agree to ensure that Ghost Legal does not have access to files, documents or other information about Your client(s) other than what is necessary to complete any given project.

It is understood that Ghost Legal is free to provide legal services to others during those hours when it is not providing services to You pursuant to this Agreement.

Additional Terms Specific to Subscription Packages:

Ghost Legal reserves the right to accept or refuse a subscription package sign-up in our discretion. You may not transfer or assign your Subscription or its benefits, other than to other lawyers practicing within the same firm.

If you purchase a Subscription, you must pay all charges to your account relating to that Subscription in a one-time payment. You will be charged in accordance with the billing terms in effect at the time of your initial purchase. For each Subscription, in each renewal period for that Subscription, you must pay the total cost of the next subscription period by the first day of that period. For each Subscription termed "Summer Associate" and "Associate," unused monthly services will not carry over into following months or renewal periods. For each Subscription termed "Partner" and "Managing Partner," unused monthly services will carry over into following months of the period and into renewal periods so long as the total cost of the renewal subscription period is paid in full by the first day of that period. For each Subscription, any unused monthly services will not extend beyond the time of the subscription period when there is no renewal.

You must provide valid credit/debit card or ACH payment information at the time of purchase to allow payment for the initial term of a Subscription.

For any automatically renewing Subscriptions, your Subscription will renew at the end of the initial term (the "Billing Date") and at the end of each successive renewal term, until you notify us that you want to terminate your Subscription under these Subscription Terms or your Subscription is otherwise terminated. If you do not notify us, your method of payment will automatically be charged for the renewal term of your Subscription on your Billing Date. Unless Ghost Legal otherwise notifies you in advance under these Subscription Terms, the renewal charge will be equal to the original purchase price for the Subscription. Subscriptions entered into after the first day of any given month will not be prorated.

You must pay Ghost Legal the fees associated with your Subscription. Additional projects outside of the Subscription terms will be billed at the published flat-fee rates with any applicable discount in accordance with the specific Subscription package.

We may send a reminder email to your account's email address of record approximately one week before your Billing Date. This notice is provided only as a courtesy. Ghost Legal is not obligated to provide this notice. You acknowledge that (i) your failure to read, (ii) your inability to receive, or (iii) Ghost Legal's failure to send the email creates no liability for Ghost Legal.

Ghost Legal may discontinue the offering of a Subscription, including the functionality, content, or availability of any features of Subscriptions, at any time in its sole discretion. We may also impose limits on features and services or restrict your access to all or part of the Subscription. However, you have the right to cancel your membership should we materially decrease benefits.

Ghost Legal may increase Subscription fees by notifying you of new fees at least 30 days before the beginning of a renewal term. The new fees will be effective on the first day of the renewal term. If you do not cancel your subscription, you will be deemed to have accepted the new fees for the renewal term and subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term). Reductions in fees become effective on the first day of the next renewal term without a pro rata adjustment for the period covered under the prior fee schedule.

Ghost Legal offers subscriptions of various lengths. Ghost Legal may increase the renewal term from monthly, quarterly, or otherwise, to quarterly, annually, or otherwise at our discretion by notifying you of the new renewal term at least 30 days before the beginning of a renewal term. If you do not cancel your subscription, you will be deemed to have accepted the new renewal term moving forward (unless the renewal term is changed in the same manner for a subsequent renewal term).

Should Ghost Legal cease to offer your subscription, we can discontinue your subscription, continue to provide it to you, or provision a replacement (similar or comparable product) at the then-current price. Additional fees may be charged for such replacement subscription. Ghost Legal will notify you of new fees at least 30 days before they become effective.

Ghost Legal may terminate your use of all or part of the Subscriptions in its sole discretion. As your sole remedy, we will refund to you any prepaid fees specifically related to the current term of that Subscription. If you do not pay on the Billing Date, as described above, you can correct your credit card information and pay the outstanding amounts before the one-month anniversary of your Billing Date. If you have not made any payment on your Subscription by the one-month anniversary of

your Billing Date, Ghost Legal may suspend your service and terminate that Subscription. If payment cannot be charged to your credit/debit card or ACH payment or your charge is returned for any reason, including through a chargeback, Ghost Legal may, in its sole and absolute discretion, suspend or terminate your access and account, which will terminate these Subscription Terms and our obligations under them. If a charge made to your credit card is declined, Ghost Legal may make up to five attempts to bill that card over a thirty-day period.

You may cancel your Subscription at any time providing notice of cancellation in writing to jmkohn@whyhireanassociate.com. After you have cancelled, your Subscription will remain active until the end of the then-current period. No refunds or prorations will be given for Subscriptions cancelled prior to the end of the then-current period.

Additional Terms Specific to Flat-Rate Services:

Ghost Legal will bill you for Flat-Rate Services upon completion of the project. You shall provide payment in full within 30 days from the statement date. You are responsible for payment to Ghost Legal for billed services whether or not the client pays you. You hereby waive the right to contest any charges made for flat-rate legal services if no written complaint is received by Ghost Legal within 30 days of the date of the statement. Interest shall accrue at the rate of 18% per annum (1.5% per month) on balances not paid within 30 days of the statement date. Partial payments, if accepted, will be applied first to accrued interest through the date of payment and then to outstanding principal.