

4L Academy Ltd. - Terms of Service

I) The CYA Part

Welcome to 4L Academy!

We're not going to make you agree to terms that are completely legal gibberish. That doesn't help anyone, plus if you happen to be new to the legal world, you're not going to have a clue what you're agreeing to anyways. Welcome to what it's like being a client/consumer. It's always good to put yourself in their shoes any time you're doing legal work.

Technically speaking, we're 4L Academy Ltd., but we'll call ourselves "**4L Academy**" (or "**us**" or "**we**") for the purposes of these Terms of Service. Lawyers love using defined terms and putting them in bold (surrounded by quotes), so you may as well get used to it if you're not already.

We're confident that you're going to learn a lot and enjoy yourself in the process, but of course - no guarantee.

We love feedback. So we'll be asking for plenty of it, and there's no need to hold back. Constructive criticism is how we improve. We love positive feedback too, but we need that constructive criticism to better ourselves moving forward. Of course, if you give us feedback, we'll likely take that feedback into account when it comes to modifying courses, creating new courses, etc. And you agree that you're fine with that. We're not going to pay you in the future if we use that feedback, and you agree that we can do whatever we want with your feedback (including ignoring it completely :)), though there's a good chance that you'll benefit from your feedback when you take courses with us in the future.

The instructors of 4L Academy courses ("**Instructors**") are good lawyers or other respected professionals. But that doesn't mean that they know everything. We choose people that we think are smart, great teachers and communicators, but even the best make mistakes. We can't guarantee perfection, so keep that in mind. When in doubt about real life legal work, consult a colleague or retain your own lawyer. Don't blindly rely on what we tell you, especially if you're being told something else by someone you work with. That said, there's a pretty good chance we're right (after all, we've been doing this job for a while).

While the Instructors might be lawyers, they're not your lawyers. 4L Academy and our Instructors aren't providing legal advice. It's like when you go to a conference and someone speaks on a panel. It sure sounds like legal advice, but it's not intended to be. Same idea here. You don't have a legal retainer with us or one of our Instructors. We're simply providing unofficial guidance. Laws and best practices vary from jurisdiction-to-jurisdiction and based on all sorts of factors that are beyond the scope of what we teach. So there are always exceptions, and we definitely don't promise to run through every possible scenario (especially in our high-level intro

courses). And we absolutely do not provide any tax advice (even though we may bring up some tax concepts)!

Hopefully your employer is reviewing your work that you do on the job. If they aren't, then you have bigger problems. Our job is to supplement your existing training, but we can't cover everything we want to cover. There just isn't enough time! All that to say - you agree that you're not going to blame us if you make a mistake in real life, even if it's based on something that we taught you. And you'll let your employer know that it wasn't our fault. We're not really worried about this, but you never know (and as lawyers, part of our job is to deal with hypotheticals.)

4L Academy is its own entity. It's not affiliated with Aird & Berlis LLP, Renno & Co. Inc., Constellation Software Inc. (or any of its subsidiaries or operating companies, including Jonas Software) or any of the law firms or companies that our Instructors work for or used to work for. Those companies and firms haven't reviewed any of the materials, and they don't oversee the teaching.

We've already covered that we're not providing legal advice and that you should consult a colleague about any real life legal issues that you're working on for clients.

But in theory, who knows what could go wrong. So we have to cover that off too to be safe. The maximum liability that us or any of our Instructors, our advisors, or any of our mentors who we make available to you, or any of their respective affiliates (collectively, the "**4L Parties**" and individually, each a "**4L Party**"), have to you in connection with 4L Academy is the greater of (i) \$500; and (ii) the amount you have paid us in the last 12 months for any of our courses. And you agree that the 4L Parties are not liable for any consequential, punitive, indirect, special, indirect, or other damages (other than direct damages) if things somehow go wrong. What do these words mean? Great question - take our commercial course that we'll eventually build, and you'll find out (fun fact: even the courts don't know what these words mean).

If for some reason your employer wants to sue us or another 4L Party, we won't be happy. And if their lawsuit (or other legal proceeding) relates to 4L Academy, then you agree that you'll promptly reimburse the 4L Parties for any legal fees or other costs or damages that they incur. Basically, don't sue us, and please make sure your employer doesn't either! (in our commercial course, you'll understand why the limitation of liability in the above paragraph technically doesn't cover off what we need to absolve ourselves of liability).

When we refer to your 'employer' in these Terms of Service, we mean your employer (if you're an employee) or any other person for whom you're working (even if you're technically a contractor and not an employee).

When facilitating classes (whether in-person or online), things can go wrong. Someone might hack our Zoom link. The power may go off in an Instructor's house. There may be a data breach

of one of the third party software providers (like Thinkific or Mailchimp or Google Drive) that we use. By signing up to take a course, you are agreeing to accept those risks.

We may record classes to allow us to review our methods of teaching, to create asynchronous content for the future, or to provide materials to someone who misses a day of class or otherwise requests a recording.

You agree not to record any of the classes without 4L's written consent. We agree not to make any part of the recordings that include your image publicly available without your written consent.

Our instructors are human (unfortunately), which means things might go wrong. They might get sick and miss a class. They may have Internet issues. They may forget about a class (that wouldn't be good). We might forget about a holiday. You agree that we have the right to reschedule classes if need be for some reason. We'll of course do what we reasonably can to minimize the need to reschedule classes and to choose a reasonable time for any rescheduled classes.

If for some reason you decide to sue us (please don't) and somehow think that the cost and time will be worth it (by the end of our litigation course, you'll realize it won't be worth it), then you agree to only sue us in Ontario. We like traveling, but not for work.

II) What We Ask of You

It's really important to us that our classes have an atmosphere where people can speak honestly and openly, express vulnerability, and have a chance to learn and grow. Treating people with disrespect, mocking people for not knowing things, and expressing any kind of racist/sexist/other 'ist' kind of behaviour isn't acceptable. We just won't stand for it.

If for any reason we believe that your presence in one of our courses is detrimental to the group or any one member within the group, we have the right to remove you from a course. Generally, we'll let you know in advance of any issues and give you a chance to fix things, since the goal is for you (and everyone else) to stay in the course and learn a lot. Basically, it's a don't be an asshole policy. So please abide by that.

We want you to engage. Some courses may have some homework. Some may involve lots of group work. All will have a little bit of pre-reading before classes (some readings will expressly be flagged as optional, though recommended; others will be mandatory). You agree to do your best (in the colloquial sense, not the legal sense) to get the work done. Work will get in the way, as will life, and we fully understand that. But we've allocated a spot to you, and all we ask is that you try to maximize what you get out of the course. We don't think it's too much to ask. If you want to become a better lawyer, you're going to have to carve out some time to get better.

We strongly encourage you to have your camera on for all online classes. Of course, if there is some reason on a particular day that you aren't comfortable having your camera on, then fair enough. We're not going to force you. But our courses are not 1-way classes like you might be used to in law school or in CPDs that you're used to attending. They're interactive and engaging, with plenty of facilitated discussions and other activities. You'll get way more out of this if you're engaged in the class, and having your camera on can really help with that. That said, it's your call. We're here because we want to help, and we want you to get the most out of your time in 4L Academy courses.

If you can't make a class, please let your Instructor know as far in advance as possible (and yes, we realize that might just be an hour or two sometimes). We do lots of group activities, and we may need to re-jig things if you can't make a class.

Dress casually - our Instructors will be too. No need to impress us.

We ask that you come with a positive attitude, a desire to learn, and a belief that learning can be fun. Our goal is for you to have a good time, to learn a lot, and to become a more confident lawyer.

III) Refunds

For any paid courses, we generally don't offer refunds. Or at least that's our baseline position. But we're also not animals, so we'll likely be reasonable if you ask nicely.

If you request a refund within 24 hours after signing up for a class, there's a very good chance we'll grant it. After all, that sort of seems fair, doesn't it.

After that point, we're a little less likely to give you your money back. But if you can find someone else to replace you, then we'll make that swap for you unless there's some really unusual reason where we don't think that's appropriate. We have nothing in mind, but you never know what kind of outlandish request a lawyer or law student might come up with!

We aren't an airline at least - we're not going to ask you to find someone with the exact same first name and last name.

But we can pretty much guarantee that if you come to us the day before a course is supposed to begin after registering 2 weeks earlier, then you may be SOL unless you can find a replacement. Obviously if there are extenuating circumstances, then we'll consider it. Being too busy at work doesn't qualify for that (besides, we think taking our courses will actually free up time, since you'll learn a lot).

Basically - we'll likely be reasonable, but we don't guarantee it :)

IV) Prices and Payment

From time to time, information on our website (www.4Lacademy.ca and www.4Lacademy.com) or on Thinkific (which is where you sign up and pay for our courses) may have typos, inaccuracies, or other omissions. For example, we may inadvertently set the price of a course to \$1 on Thinkific and you might be thinking 'wow that is a great deal - I am going to sign up for every single course.'

So we reserve the right to correct any errors, inaccuracies or omissions, to change or update information, and to refuse or cancel purchases if any information on our website or Thinkific contains a typo, inaccuracy, or omission at any time (including after you have accepted an offer to purchase a course and after your credit card or other payment method has been charged). Apologies in advance.

On Thinkific, we have to pay for third party software if we want to have the list price be exclusive of taxes. We may do that in the future, but we've opted against that for now. Which means that

all prices listed on Thinkific include applicable taxes. It's like you live in Australia or some other reasonable place where they tell you the true price in advance.

We sometimes offer promotional pricing. We may limit the number of promotions that you are eligible for in a given period. Some promotional offers and discounts may apply to certain groups, for example people taking one of our courses for the first time.