

# Easy Works – Terms of Service

This form can be dropped off, mailed or faxed to us at 905-738-8789.

## CONSULTATIONS, MEETINGS, AND INQUIRIES

- ❖ Easy Works offers a complimentary initial consultation about our services. Further consultations, meetings and inquiries are subject to our hourly fee of \$60.00.

## DISCLOSURE

- ❖ Although our staff are unable to provide legal advice or representation (as we are not lawyers), we can assist you with any existing legal or procedural matters. For example, we can complete all paperwork required to successfully commence a lawsuit in Small Claims Court on your behalf.
- ❖ We can assist you with any other administrative and procedural duties or tasks that need to be performed during small claims litigation, including proofreading, drafting documents, process serving, filing applications or submitting paperwork to Small Claims Court, etc. We can also assist you in organizing your evidence, preparing for a hearing, pre-trial or trial, or requesting an adjournment.

## PRICING

- ❖ Prices are for Small Claims concierge and clerical services only and exclusive of recoverable court fees and disbursements.
- ❖ A minimum deposit of \$30.00 or 50% of the cost is due payable upon receipt and acceptance of our service agreement. This deposit serves as your approval for our work to commence.
- ❖ We will contact you when we have completed all your paperwork and are ready to formally file it in Small Claims Court. After you have received this notice, full payment for services (including Court fees and disbursements) is due within seven (7) days.

## ACCEPTABLE PAYMENT METHODS

- ❖ We accept PayPal, Interac Email Money Transfer, cash, money orders, and certified cheques.
- ❖ All non-electronic payments (cash, money orders and certified cheques) must be made in-person.
- ❖ All PayPal payments are subject to a surcharge of \$5.00.
- ❖ To send an Interac Email Money Transfer, you need to have access to online banking at a participating financial institution (BMO Bank of Montreal, CIBC, RBC Royal Bank, Scotiabank, TD Canada Trust, or select credit union). When you send an Interac Email Money Transfer, the sender must also enter a security question along with the answer. The recipient must provide the correct answer to the sender's security question in order for the email money transfer to be successful. Easy Works kindly requests that you either email us your security question & answer (information can be sent to [payments@easyworks.ca](mailto:payments@easyworks.ca)) or call us at 647-282-5345 and be ready to provide our staff with this information so that we can finalize your transaction and process your service request.

## NON-PAYMENTS/REFUNDS

- ❖ Failure to remit full payment on time (including non-payment, PayPal chargeback) will result in a discontinuation of services.
- ❖ There are no refunds for any services rendered.

## INTELLECTUAL PROPERTY

- ❖ All documents, paperwork, court invoices/receipts and any digital files will be released to the client after the balance of payment is received by Easy Works.
- ❖ Easy Works reserves the exclusive right to refuse or deny a client's work request. Easy Works may also cancel any existing contracts with a client at any time by providing written notice of the cancellation to the client.

## GUARANTEES

- ❖ Guarantees can not be made with respect to the outcome of any Small Claims matter.

## RELEASE FORM/INDEMNIFICATION

- ❖ To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Easy Works, its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of: your breach of any provision of the Terms and Conditions or any applicable law or proprietary or privacy right in connection therewith. Easy Works reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defence of any claim.
- ❖ This contract shall be governed and interpreted exclusively according to the Law of Canada and shall be subject to the jurisdiction of the Canadian Courts only.

**I understand and agree to the above terms of service**

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Signature of Client

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Date

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Signature of Authorized Administrator

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Date