

LAWCLERK

LAWCLERK.LEGAL CORPORATION'S TERMS OF USE AND PRIVACY POLICY

Last updated February 3, 2020

Overview of the LAWCLERK™ Marketplace

Through LAWCLERK, freelance lawyers provide drafting and research services as paraprofessionals (as permitted by the American Bar Association Model Rules) under the direct supervision of attorneys barred and in good standing in their jurisdictions, such as preparing memorandums, pleadings, written discovery, and agreements.

Terms and Conditions

These terms and conditions govern your access to and all use of LAWCLERK's website (www.lawclerk.legal), subpages, subdomains, mobile applications, and all content, services, and products available at or through the website and mobile applications (collectively, the "**Site**"). Please read this agreement carefully before using the Site. Because it is such an important contract between us and you, our Users, we have tried to make it as clear and user-friendly as possible.

By accessing or using the Site, you are agreeing to the terms and conditions herein and concluding a legally binding contract with Lawclerk.Legal Corporation. Do not access or use the Site if you are unwilling or unable to be bound by the following Terms.

A. Definitions. The following words are used throughout this agreement and have the following specific meanings irrespective of whether they are capitalized, used in the past, present, or future tense, or used in their singular or plural form:

1. "**Terms**" refers collectively to all of the terms, conditions, and notices contained or referenced in this Lawclerk.Legal Corporation's Terms of Use and Privacy Policy (as may be subsequently modified).
2. "**Lawclerk.Legal**," "**LAWCLERK**," "**We**," "**Us**," and "**Our**" means Lawclerk.Legal Corporation, a Nevada corporation, together with our affiliates, shareholders, directors, officers, and employees.
3. As set forth above, "**Site**" refers to LAWCLERK's website (www.lawclerk.legal), subpages, subdomains, mobile applications, and all content, services, and products available at or through the website and mobile applications.
4. "**User**," "**You**," and "**Your**" refers to the person, company, or organization that has visited or is using the Site and/or the Service, including anyone who browses, crawls, scrapes, or in any way accesses or uses the Site. A User may be a Lawclerk, an Attorney, both, or neither.

5. **“Attorney”** refers to a User that is a barred lawyer in good standing with their applicable state bar that has registered on the Site to engage the services of Lawclerks or a User that has been permitted by LAWCLERK to use the Service for content creation, such as articles and blogs. Attorneys are not employees or agents of LAWCLERK and no employer-employee relationship is created by the Attorney’s engagement of a Lawclerk through the Site. Attorneys may post a Project for completion by a selected Lawclerk, which Project must be completed under the direct supervision of the Attorney that posted the Project to the Site. See Section B for more information regarding the rules governing the engagement of Lawclerks.
6. **“Lawclerk”** refers to a User that was previously duly admitted to one or more state bars and, at the discretion of LAWCLERK, has never been suspended or disbarred by any state bar and that has registered on the Site to provide freelance services consistent with these Terms. For instance, an attorney that was previously barred and allowed their license to lapse due to retirement may, at LAWCLERK’s discretion, be permitted to register as a Lawclerk. Lawclerks are not employees or agents of LAWCLERK and no employer-employee relationship is created by the Attorney’s engagement of a Lawclerk through the Site. Lawclerks may apply for a Project posted by an Attorney, which Project must be completed under the direct supervision of the Attorney that posted the Project on the Site. See Section B for more information regarding the rules governing the engagement of Lawclerks.
7. **“Project”** means a request posted by an Attorney on the Site seeking the freelance services of a Lawclerk to complete a discrete legal-related task, such as drafting or research, including without limitation, the preparation of memorandums, pleadings, discovery, and agreements. And **“Assigned Project”** is a Project that has been assigned by an Attorney to a specific Lawclerk for completion, the Lawclerk has confirmed that they do not have any conflicts, and the Lawclerk has accepted the Project.
8. **“Project Price”** means the total amount that the Attorney will pay for the completion of the Project, inclusive of the Lawclerk Fee and the Service Fee. The **“Lawclerk Fee”** means the amount paid to the LAWCLERK for the successful completion of an Assigned Project, plus the credit card processing fees, which is 72% of the Project Price. The **“Service Fee”** means the fee that is paid to LAWCLERK for the use of its Service, which is 28% of the Project Price.
9. **“Service”** means the services provided by LAWCLERK, including without limitation access to LAWCLERK’s blog and online community, the LAWCLERK Care Team available to assist all Users, a Dedicated LAWCLERK Advisor for each Attorney, conflict check procedures, rating mechanisms, secure and encrypted communication tools, secure and encrypted document management system, a Confidentiality and Non-Disclosure Agreement for each Project, payment processing, and tax reporting services. LAWCLERK does not provide an attorney referral service or serve as an employment agency. We provide a marketplace for Attorneys to connect with Lawclerks for discrete Projects.

B. *Critical Rules for the Use of LAWCLERK.* Users of the Site agree to fully comply with the following rules and understand that their account may be deactivated and closed upon any violation of these rules. For each Assigned Project:

1. the Attorney shall have sole responsibility for the work product provided by the Lawclerk to the Attorney;
2. the Attorney shall supervise the Lawclerk with respect to the Assigned Project to ensure compliance with the applicable Rules of Professional Conduct;
3. the Attorney shall establish and maintain the relationship with the Attorney's client(s);
4. the Lawclerk shall have no contact with the Attorney's client(s), including without limitation email, telephone, skype, web, social media, or in-person contact;
5. the Lawclerk shall not appear in court or any other judicial or administrative body on behalf of the Attorney's client(s);
6. the Attorney shall not ask or otherwise cause the Lawclerk to serve or the Lawclerk's work product or any other documents to anyone other than the Attorney;
7. the Attorney shall not ask or otherwise cause the Lawclerk to sign or file any documents with any court or administrative body;
8. the Lawclerk shall have no contact with opposing counsel, witnesses, or other persons potentially involved in the Project for which the Lawclerk has been engaged, including without limitation email, telephone, skype, web, social media, or in-person contact. For the avoidance of doubt, the Lawclerk and Attorney for an Assigned Project shall maintain open communication with one another until the Assigned Project is completed;
9. The Attorney shall comply with applicable state, federal and other applicable law concerning the utilization of Lawclerks;
10. the Attorney shall have the sole responsibility for determining the fee charged to their clients for legal services. The Lawclerk shall not have any involvement in determining the fee the Attorney charges their client(s); and
11. all payment for Services shall be completed through the Site.
12. ***Additional rules with respect to Lawclerks.*** Initial draft and final deadlines for Projects are of critical importance. As such, Lawclerks agree to the following additional rules and understand that their accounts may be deactivated and closed upon any violation of these rules:
 - a. Upon being selected for a Project, the Lawclerk shall promptly review conflicts and respond either that the Lawclerk does not have a conflict and can proceed with the Project or that the Lawclerk has a conflict and cannot proceed with the Project.
 - b. Lawclerks shall promptly respond to an invitation by an Attorney to complete a Project by either accepting or declining the Project.

- c. For each Assigned Project, if the Project has an initial draft deadline, the assigned Lawclerk shall provide the initial draft by the initial draft deadline, unless such deadline is extended through a scope change or in writing by the Attorney.
- d. For each Assigned Project, the assigned Lawclerk shall provide the final submission by the stated project deadline for the Project, unless such deadline is extended through a scope change or in writing by the Attorney.
- e. For each Assigned Project the assigned Lawclerk shall timely complete the Project in a professional manner.

C. **Payment for Projects.**

1. **LAWCLERK's Service Fee.** LAWCLERK does not provide legal services and does not charge for legal services. LAWCLERK receives the Service Fee in exchange for its Services.
2. **Timing of payment by Attorneys.** Attorneys pay the full Project Price upon a Lawclerk being assigned to the Project. Attorneys must provide their credit card information prior to selecting a Lawclerk for a Project. If a Dispute Resolution Procedure (as discussed in Section D) is commenced, payment will be treated in accordance with Section D below.
3. **The LAWCLERK Fee.** For each Assigned Project, the Lawclerk will be paid the Lawclerk Fee. Payments made to Lawclerks via LAWCLERK's billing platform are transferred directly to the account designated by the Lawclerk. The amount that will appear in the Lawclerk's bank account will be net of the credit card processing fees. Lawclerks must provide their payment account information prior to receiving payment on a Project.
4. **The Project Price presented to Lawclerks is net of the Service Fee.** When viewing posted, but unassigned Projects, Lawclerks will be shown the Project Price net of the Service Fee. By way of example, if an Attorney posts a Project with a Project Price of \$500.00, the Site will display a "project price" of \$340.00 ($\$500.00 - \$140 (28\% \text{ of } \$550) = \340.00) when the posted, but unassigned Project is viewed by a Lawclerk.
5. **Timing of payment to Lawclerks.** Lawclerks will receive the Lawclerk Fee upon the later of: (i) the Attorney's acceptance of the Lawclerk's submitted Project on the Site; and (ii) 8 days after the Lawclerk has submitted the Project and the Attorney has neither accepted the Project nor commenced a Dispute Resolution Procedure (as discussed in Section D). Please note that it may take a day or two after payment is released, depending upon your bank, for the funds to appear in your account. If a Dispute Resolution Procedure is commenced, payment will be treated in accordance with Section D below.
6. **1099 tax reporting.** LAWCLERK will issue IRS Form 1099s to applicable Lawclerks for services provided to Attorneys through the Site.
7. **Payment authorization.** By agreeing to these Terms, every Attorney gives LAWCLERK permission and irrevocably authorizes and instructs LAWCLERK, through its third-party payment processing company, to charge the Project Price to their credit card, PayPal account, or other approved methods of payment.

8. **Promotional codes and credits.** LAWCLERK may, in its sole discretion, create promotional or rebate codes that may be redeemed for account credit or other features or benefits, subject to the following terms and any additional terms that LAWCLERK establishes on a promotional code basis (“**Promo Codes**”):

- a. From time to time, Attorneys may have access to discounts or rebates supplied by LAWCLERK. The use of such coupons does not imply any attorney-client relationship or employer-employee relationship with LAWCLERK.
- b. Promo Codes must be used by their intended audience, for their intended purpose, and in a lawful manner.
- c. Promo Codes may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by LAWCLERK. Promo Codes may expire or be disabled by LAWCLERK at any time, for any reason, prior to use. LAWCLERK reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other User in the event that LAWCLERK determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the Promo Code terms.

D. Dispute Resolution Procedure. By accessing the Site or using the Services, you agree that either an Attorney or a Lawclerk may refer a dispute regarding a Project or otherwise (a “**Dispute**”) to LAWCLERK’s dispute center (the “**Dispute Center**”) and that upon referral to the Dispute Center, the Dispute will be reviewed by LAWCLERK’s Dispute Center personnel (the “**Arbitrator**”) who will adjudicate the Dispute and determine how the Dispute will be resolved. You agree that the Arbitrator’s decision is a final determination of the Dispute and agree to be bound by the Arbitrator’s determination.

1. **The LAWCLERK Arbitrator has sole and absolute discretion to resolve the Dispute.** The Arbitrator shall make a final determination in their sole and absolute discretion as to how the Dispute will be resolved based upon the information provided by the Attorney and the Lawclerk that are party to the Dispute, taking into consideration: (i) the clarity of the description of the Project posted by the Attorney; (ii) whether the nature and quality of the Lawclerk’s services rendered in connection with the Assigned Project were consistent with industry standards; (iii) whether the initial and final deadlines were met; (iv) if a scope change is requested, the extent and nature of the scope change; (v) if revisions are requested by the Attorney, the extent and nature of the requested revisions; (vi) whether the parties to the Dispute have complied with these Terms; and (vii) any other applicable fact or consideration that may be relevant to the Arbitrator’s determination of the Dispute.
2. **Agreement to cooperate with the Arbitrator.** By accessing the Site or using the Services, you agree that when a Dispute is initiated by either an Attorney or a Lawclerk, you will provide your full cooperation to the Arbitrator and will promptly respond to all requests for information or documents. You acknowledge and agree that a failure to fully cooperate with the Arbitrator may result in a determination of the Dispute that is adverse to you.
3. **Payment will be held pending Dispute resolution.** The payment price for a Project that is subject to a Dispute will be held by Braintree Payments, our third-party payment processor,

until the Arbitrator resolves the Dispute or a consensual resolution is reached by the parties to the Dispute and written notice is provided to the Arbitrator.

4. ***Dispute resolution in favor of the Attorney.*** Should the Arbitrator decide the Dispute in favor of the Attorney, the Attorney will be refunded within five business days of the Arbitrator's final determination of the Dispute, the Payment Price or such lesser amount as the Arbitrator determines is appropriate in their sole and absolute discretion. In such event, the Lawclerk that is a party to the Dispute shall be deemed to have permanently waived their right to seek such amounts from the Attorney or LAWCLERK.
5. ***Dispute resolution in favor of the Lawclerk.*** Should the Arbitrator decide the Dispute in favor of the Lawclerk, the Lawclerk will be paid within five business days of the Arbitrator's final determination of the Dispute, the Lawclerk, or such lesser amount as the Arbitrator determines is appropriate in their sole and absolute discretion. In such event, the Attorney that is a party to the Dispute shall be deemed to have permanently waived their right to seek such amounts from the Lawclerk or LAWCLERK.
6. ***No restrictions on the Arbitrator's decision.*** The Arbitrator shall have the sole and absolute discretion to decide the Dispute. The Arbitrator may decide entirely in favor of either the Lawclerk or the Attorney or may decide that an appropriate result is to require a partial payment to the Lawclerk or a partial refund to the Attorney.

E. Using the Site.

1. ***Eligibility.*** To access or use the Site, you must be, and hereby represent you are, 18 years or older and have the requisite power and authority to enter into these Terms. To use the Site and the Services, you must have, and hereby represent that you have, an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation or other entity) and further represent that you intend to use the Site and Services for your business purposes only. You understand that you must comply with any licensing or registration requirements with respect to your business and you represent that you comply with all such requirements. LAWCLERK reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Services upon a violation of these Terms for any other reason, or for no reason, all in LAWCLERK's sole discretion. You may not access or use the Site if we have previously banned you from the Site.
2. ***Digital signature.*** By registering for a LAWCLERK account on the Site, or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have executed these Terms electronically, effective on the date you register your Account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*). You acknowledge that you can electronically receive, download, and print these Terms and any amendments.
3. ***Non-Circumvention.*** You acknowledge that LAWCLERK uses substantial resources and effort to ensure its Site's functionality and to connect its Users. You hereby represent and warrant that you will not circumvent or attempt to circumvent LAWCLERK or these Terms, or in any way procure legal services from another User outside of the LAWCLERK Site without LAWCLERK's prior written consent. Should you breach your warranty in this section or should an Attorney desire to hire a Lawclerk as an employee, you shall pay

LAWCLERK the greater of: (a) 25% of the Lawclerk's estimated annual compensation from the hiring Attorney in the event of full or part-time employment; or (b) \$10,000. Upon payment of the fees described in this Section, which payment information can be obtained from contacting the LAWCLERK Care Team, LAWCLERK shall provide written consent for the Lawclerk to provide services to the Attorney outside of the Site.

4. You and LAWCLERK hereby acknowledge and agree that the sums payable under subsection E.3 above shall constitute liquidated damages and not penalties and are in addition to all other rights of LAWCLERK under these Terms. You and LAWCLERK further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified in subsection E.3 bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with circumvention of the Site discussed in subsection E.3, (iii) one of the reasons for the amounts set forth in subsection E.3 was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) you and LAWCLERK are sophisticated parties and these Terms are an arm's length agreement.
5. **Permission to use the Site.** We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.
6. **Site availability.** The Site may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.
7. **User accounts.** You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account and your use of the Site. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to deactivate or close your account at any time for any or no reason. In creating your account, you agree to provide complete and accurate information about yourself to bolster your credibility as a contributor to the Site. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts (with the sole exception that you may create one account as an Attorney and one account as a Lawclerk). Please read our Privacy Policy (below) for more information.
8. **Content.**
 - a. **Additional definitions.**
 - i. **"Content"** means all documents, communications, alerts, emails, text, images, photos, audio, video, location data, and all other forms of data or communication.
 - ii. **"Protected Content"** means: (i) Content related to an Assigned Project that is posted to the Site by either the Attorney or the Lawclerk and is posted in

the “Document Library” or “Communication” sections of the Assigned Project’s dashboard; and (ii) your payor or payee information. See Section G for a discussion as to how the Protected Content is encrypted and secured.

- iii. “**User Content**” means Content that Users submit or transmit to, through, or in connection with the Site. User Content does not include Protected Content.
 - iv. “**LAWCLERK Content**” means Content that we create and make available in connection with the Site.
 - v. “**Third-Party Content**” means Content that originates from parties other than LAWCLERK or its Users, which is made available in connection with the Site.
 - vi. “**Site Content**” means the Content that is made available in connection with the Site, including User Content, Third-Party Content, and LAWCLERK Content.
- b. **Your profile.** By registering for an Account, you must complete a User profile, which you consent to be shown to other Users. You agree to provide true, accurate, and complete information on your profile and all registration and other forms you access on the Site and provide to us and to update our information to maintain its truthfulness, accuracy, and completeness.
- c. **Responsibility for User Content.** You alone are responsible for your User Content, and once posted or published, it cannot always be withdrawn. You assume all risks associated with your User Content, including anyone’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in your User Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of your User Content as described herein. You may not imply that your User Content is in any way sponsored or endorsed by LAWCLERK. You may expose yourself to liability if, for example, your User Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.
- d. **Our right to use your User Content.** You own your User Content and except as expressly authorized by these Terms, we will not use your User Content for marketing purposes without your permission. In connection with your registration or in your account settings, you may elect (and thereby expressly grant your permission) to make your profile and other User Content available to other Users, LAWCLERK, and the public. Notwithstanding anything to the contrary herein, you agree and acknowledge that we and other Users may view and otherwise use

your User Content in connection with posting a Project or a Team, reviewing posted Projects or Teams, applying for a Project or Team, selecting a Lawclerk, and otherwise effectuating the posting, assignment, and completion of a Project, as well as for improving the usage of the Site, and aggregating and compiling data regarding usage of the Site for marketing and development purposes (the “**Approved Uses**”). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use your User Content for the Approved Uses. You also irrevocably grant the Users of the Site the right to access your User Content in connection with their use of the Site for the Approved Uses. Finally, you irrevocably waive, and cause to be waived, against LAWCLERK and its Users any claims and assertions of moral rights, attribution, or otherwise with respect to the Approved Uses of your User Content.

- e. **LAWCLERK may modify or remove content.** We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User Content is appropriate and complies with these Terms and to refuse or remove any User Content that, in our reasonable opinion, violates any LAWCLERK policy or is in any way harmful, inappropriate, or objectionable. LAWCLERK further reserves the right to make formatting and edits, as well as to change the manner User Content is displayed on the Site.
- f. **Ownership.** Except for Content that originates from LAWCLERK, we do not claim ownership of any Content this is transmitted, stored, or processing in your account. You retain all ownership of and responsibility for your User Content. We own the LAWCLERK Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, aggregate and compiled data regarding usage of the Site and all other elements and components of the Site excluding your User Content, Protected Content, and Third-Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (“**IP Rights**”) associated with the LAWCLERK Content and the Site, which are protected by copyright, trade dress, patent, trademark laws, and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the LAWCLERK Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the LAWCLERK Content are retained by us.
- g. **Advertising.** LAWCLERK and its licensees may publicly display advertisements and other information adjacent to or included with your User Content. You are not entitled to any compensation for such advertisements. The manner, mode, and extent of such advertising are subject to change without specific notice to you.
- h. **User responsibilities.** Attorneys are solely responsible for ensuring that any Content they post on the Site, including without limitation User Content and

Protected Content, fully complies with all applicable laws and applicable Rules of Professional Conduct, including those concerning the unauthorized practice of law and those regulating the form, manner, or content of communications with clients, advertising, or other matters.

- i. **Other.** User Content does not necessarily reflect the opinion of LAWCLERK. We reserve the right to remove, screen, edit, or reinstate User Content and Third-Party Content from time to time at our sole discretion and without notice to you. For example, we may remove a post, including a Project, if we believe it violates our Terms. We have no obligation to retain or provide you with copies of your User Content, nor is there any right of confidentiality with respect to your User Content.

G. Restrictions. We are under no obligation to enforce the Terms on your behalf against another User. While we encourage you to let us know if you believe another User has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion. LAWCLERK is not responsible for User Content or Third-Party Content. You agree not to hold LAWCLERK liable for User Content or Third-Party Content.

1. You agree not to, and will not assist, encourage, or enable others to use the Site to:

- a. Transmit any Content that is unlawful, promotes unlawful conduct, is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; violates applicable rules of professional conduct for attorneys; is false or defames, harasses, abuses, threatens, or incites violence towards any individual or group; or violates any third-party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- b. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted in writing by LAWCLERK; send solicitation or marketing emails, spam, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third-party website; or
- c. Violates the privacy of any person; or impersonate any person or entity, including any of our employees or representatives.

2. You also agree not to, and will not assist, encourage, or enable others to:

- a. Violate the Terms;
- b. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content, except as expressly authorized by LAWCLERK;

- c. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
 - d. Reverse engineer any portion of the Site, record, process, or mine information about other Users, or reformat or frame any portion of the Site
 - e. Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
 - f. Access, retrieve, or index any portion of the Site for purposes of constructing or populating a searchable database;
 - g. Attempt to gain unauthorized access to the Site, User accounts, computer systems or networks connected to the Site through hacking, password mining, or any other means;
 - h. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature;
 - i. Use any device, software, or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
 - j. Use the Site to violate the security of any computer network, crack passwords, or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content;
 - k. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content or features that enforce limitations on the use of the Site; or
 - l. Use, modify, recreate, reproduce, distribute, create derivative works or adaptations of, publicly display, or in any way exploit LAWCLERK Content, the Site, or the Services for your own commercial benefit or otherwise.
3. ***LAWCLERK does not offer legal services.*** LAWCLERK does not offer legal representation, legal advice, legal opinions, recommendations, referrals, or counseling. Users, including Lawclerks and Attorneys, are not the employees or agents of LAWCLERK. LAWCLERK does not review or approve the Projects before they are posted to the Site and does not set the Project Price. At no point may LAWCLERK be held liable for the actions or omissions of any User, including Attorneys and Lawclerks.
4. ***LAWCLERK is not an attorney referral service or employment agency.*** LAWCLERK is not an attorney referral service or employment agency. While LAWCLERK uses reasonable efforts to confirm that Attorneys are licensed attorneys in good standing in their respective jurisdictions and Lawclerks have been duly admitted to one or more state bars and have not been disbarred or suspended by any state bar, we do not make any warranty, guarantee, or representation as to the foregoing or as to the legal ability, competence,

quality, or qualifications of any Attorney or Lawclerk. LAWCLERK does not represent, warrant, or guarantee that Attorneys or Lawclerks are covered by professional liability insurance.

5. ***LAWCLERK does not endorse any of its Users.*** LAWCLERK only provides a marketplace on which Attorneys seeking legal assistance on a project basis may communicate and transact with Lawclerks that work directly under the Attorneys' supervision. LAWCLERK does not endorse any of its Users and makes no representations or warranties concerning the qualifications of Attorneys or Lawclerks on the Site.
6. ***LAWCLERK does not vouch for the accuracy of peer reviews.*** You acknowledge and agree that feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that LAWCLERK post composite or compiled feedback about Users, including yourself, on User profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you may include comments, ratings, indicators of User satisfaction, and other feedback left by other Users or LAWCLERK. You further acknowledge and agree that LAWCLERK will make feedback results available to other Users, including composite or compiled feedback. LAWCLERK provides this feedback system as a means through which Users can share their opinions publicly and LAWCLERK does not monitor or censor these opinions. These reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future engagement.
7. LAWCLERK has no responsibility or liability of any kind for any User Content or Third-Party Content and any use or reliance on User Content or Third-Party Content is solely at your own risk. You agree not to use feedback information from the Site to make any employment, credit, credit valuation, underwriting, or similar decision about a User. While LAWCLERK does not investigate the reviews for accuracy or reliability, LAWCLERK may do so if a User requests that LAWCLERK do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. LAWCLERK is not legally responsible for any feedback or comments posted or made available on the Site by any Users, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users, LAWCLERK reserves the right (but is under no obligation) to remove or modify posted feedback or information that, in LAWCLERK's sole judgment, violates these Terms or negatively affects our marketplace. You acknowledge and agree that you will notify LAWCLERK of any error or inaccurate statement in your feedback results and that if you do not do so, LAWCLERK may rely upon the accuracy of such information.
8. ***Use of LAWCLERK does not create an attorney-client relationship.*** LAWCLERK does not offer legal advice or services. Any use of the Site or Services is not intended to, and does not, create an attorney-client relationship. LAWCLERK is not liable for the actions or omissions of any Attorney or Lawclerk.

G. Privacy Policy.

1. ***How we secure your Protected Content.*** LAWCLERK has employed commercially acceptable means to secure your Protected Content. LAWCLERK uses Amazon Web Services Server Side Encryption referred to as "S3" for the communications and files constituting Protected Content, which is more fully described at

<http://docs.aws.amazon.com/AmazonS3/latest/dev/serv-side-encryption.html>.

LAWCLERK uses AES-256 encryption, which is categorized by the National Security Agency as Suite B Cryptography, which is more fully described at https://en.wikipedia.org/wiki/NSA_Suite_B_Cryptography.

Additionally, Protected Content is secured and encrypted by LAWCLERK's proprietary technology and neither any other User nor LAWCLERK can view or access your Protected Content.

2. **Payment information is maintained by a third-party provider.** LAWCLERK uses a third-party provider, Braintree Payments, as the payment gateway. As such, no credit card or bank account information is stored by LAWCLERK.
3. **Information you submit.** We may store the information you submit to or through the Site. We use the information to facilitate your use of the Site, provide Site functionality, improve Site quality, personalize your experience, provide customer support, back up our systems, and comply with legal obligations. Among the information you submit to or through the Site, please note:
 - a. **Public Content:** Your User Content is meant for public consumption.
 - b. **Messaging:** If you exchange messages with others through the Site, we may store these messages in order to deliver them and allow you to manage them. If we send information from the Site to your phone via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive. You may change your account preferences to select the way in which you prefer to receive messages from LAWCLERK.
 - c. **Credit card purchases:** If you submit a Project or are entitled to be paid for a Project you have completed, Braintree Payments, our third-party payment processor, collects and stores bank account, billing, and credit card information. This information will only be shared with third parties who perform tasks required to complete the transaction. When you submit credit card numbers or bank account information, Braintree Payments encrypts that information using industry standard technology.
4. **Information we collect.** In addition to the information you submit to or through the Site, we also collect and store information from and about you in the course of your use of the Site. We use this information to analyze and track user behavior, personalize your experience, enhance Site functionality, general marketing, and may use it to display relevant advertising or services. For example:
 - a. **Location:** We may collect and store information about your location if you enable your computer or mobile device to send us location information. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such information.

- b. **Activity:** We may collect and store information related to you and your use of the Site, including without limitation your browser type, IP address, unique device identifier, requested URL, referring URL, browser language, the pages you view, and the date and time of your visit.
 - c. **LAWCLERK Cookies:** We may use cookies, web beacons, local shared objects and similar technology in connection with your use of the Site (“**Cookies**”). Cookies may have unique identifiers, and reside, among other places, on your computer, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of the Site, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. You can disable some (but not all) Cookies in your device or browser settings, but doing so may affect your ability to use the Site.
5. **Third Parties.** We do not rent, share, sell, or trade personally identifiable information with third parties for their direct marketing purposes. Except for the exclusions specified in this privacy policy, we do not provide the personally identifiable information that you have provided to us to third parties unless you give us permission or direct us to do so. That said, we work with third parties and they may have access to some of your information:
- a. **Third-party services:** We may allow third parties who provide services to our Users through or in connection with the Site to use Cookies. As a result, they may collect and store the same type of information and use it for the same type of purposes as described for Cookies above, and they may be able to associate the information they collect with other information they may have about you. We do not necessarily have access to or control over the Cookies they use. Nevertheless, you may be able to opt-out of some of their practices by visiting the following sites: Network Advertising Initiative, Omniture, Aperture, and PrivacyChoice. Please note that opting out does not prevent you from receiving advertisements.
 - b. **Service providers:** We outsource some of our development, technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services to third parties. We may share information from or about you with them so that they can perform their services.
 - c. **Aggregate information:** We may share user information in the aggregate with third parties. For example, we may disclose the number of users that have registered as Lawclerks or Attorneys or the number and types of posted Projects.
 - d. **Business transfers:** We may share information from or about you with other companies under common control, in which case we will require them to honor this privacy policy. If another company acquires LAWCLERK or all or substantially all of our assets, that company will possess the same information and will assume the rights and obligations with respect to that information as described in this privacy policy.

- e. **Investigations:** We may investigate and disclose information from or about you to third parties if we have a good faith belief that such investigation or disclosure is reasonably necessary to: (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms; (iii) help prevent, investigate, or identify possible wrongdoing in connection with the Site; (iv) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (v) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.
 - f. **Links:** While the Site may contain links to unaffiliated third-party websites, we do not vouch for or make any representations regarding such unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them, and we are not responsible for their privacy practices. We suggest you read the privacy policies on all such third-party websites.
6. **Data retention and account termination.** We may keep the information we obtain from or about you as long as is permitted or required under the law. If your account is deactivated, we will remove your User Content from the Site, but may retain your data in our systems in order to ensure our ability to satisfy the authorized uses under this privacy policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with the Site, to enhance the Site, or to comply with legal obligations. Please note that information may exist in backup storage even after it has been removed from our active databases.
7. **Security.** We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure, however. Therefore, while we use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

H. Email Communications. We use email and electronic means to stay in touch with our Users.

1. **Consent to electronic communications for Users.** For contractual purposes, you: (i) consent to receive communications from LAWCLERK in an electronic form via the email address you have submitted or via the Site; and (ii) agree that all Terms, agreements, notices, disclosures, and other communications that LAWCLERK provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.
2. **Keep your address and email address current with us.** In order to ensure that we are able to provide records or notices to you electronically or by U.S. Postal Service, you agree to notify us immediately of any change in your email or mailing address by updating your account information on the Site or by contacting the Customer Care Team.

3. **Legal notice to LAWCLERK must be in writing and not by email or messenger.** Communications made through email or the Service’s private messaging system will not constitute legal notice to LAWCLERK or any of our officers, employees, agents, or representatives in any situation where notice to LAWCLERK is required by these Terms, contract, or any law or regulation.

I. Third-Party Content. The Site may provide you with convenient links to third-party website(s), as well as other forms of Third-Party Content. These links are provided as a courtesy to Users. We have no control over third-party websites or content or the promotions, materials, information, goods, or services available on them. By linking to such content, we do not represent or imply that we adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than LAWCLERK. If you decide to leave the Site and access Third-Party Content, you do so at your own risk, and you should be aware that our Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any such content. These Terms do not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content except as permitted herein. Your use of the Site is consent for LAWCLERK to present this Content to you. You acknowledge all responsibility for, and assume all risk for, your use of Third-Party Content. You agree that we are not responsible for Third-Party Content and that your use of Third-Party Content, including their websites, is at your own risk.

J. No Liability for User Interactions. Any liability, loss, or damage that occurs as a result of any User interactions or Content that you input or receive through your use of the Site or the Services is solely your responsibility. At our discretion, we, or the technology we employ, may monitor and/or record your general interactions with the Site and the Service; provided however, that we cannot view your Protected Content.

K. Intellectual Property Notice. LAWCLERK retains all ownership of our intellectual property, including our copyrights, patents, and trademarks. LAWCLERK retains ownership of all intellectual property rights of any kind related to the Site and Service, including applicable copyrights, patents, trademarks, and other proprietary rights. Other trademarks, service marks, graphics, and logos used in connection with the Site and the Services may be the trademarks of other third parties. This agreement does not transfer from us to you any LAWCLERK or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this agreement.

L. Indemnity. You agree to indemnify, defend, and hold LAWCLERK, its affiliates, and any related companies, as well as the shareholders, officers, directors, employees, agents, and representatives of each of them harmless, including costs, liabilities, and legal fees, from any claim or demand made by any User or other third-party arising out of or relating to: (i) your access to or use of the Site; (ii) your violation of the Terms; (iii) any products or services purchased or obtained by you in connection with the Site; or (iv) the infringement by you, or any third-party using your account, of any intellectual property or other right of any person or entity. LAWCLERK reserves the right, at your expense, to assume the exclusive defense and control of any matter for which

you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter involving LAWCLERK without our prior written consent. LAWCLERK will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

M. Disclaimers and Limitations of Liability. PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF LAWCLERK AND ITS AFFILIATES AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE “*LAWCLERK ENTITIES*”). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

1. THE SITE IS MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE LAWCLERK ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE OR THE SITE CONTENT. ACCORDINGLY, THE LAWCLERK ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF LAWCLERK.
2. THE LAWCLERK ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED OR ADVERTISED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE LAWCLERK ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.
3. OTHER THAN THE DISPUTE RESOLUTION PROCEDURES DISCUSSED IN SECTION D ABOVE, YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF, THE SITE.
4. THE LAWCLERK ENTITIES’ MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF: (i) THE SERVICE FEE, IF ANY, PAID BY YOU TO LAWCLERK IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; OR (ii) \$5,000.00.
5. THE LAWCLERK ENTITIES DISCLAIM LIABILITY FOR ANY: (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR

CONSEQUENTIAL DAMAGES; (ii) LOSS OF PROFITS; (iii) BUSINESS INTERRUPTION; (iv) REPUTATIONAL HARM; OR (v) LOSS OF INFORMATION OR DATA.

6. THE LAWCLERK ENTITIES MAKE NO REPRESENTATION OR WARRANTY THAT THE INFORMATION WE PROVIDE OR THAT IS PROVIDED THROUGH THE SITE IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT THE SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE EXCEPT AS EXPRESSLY SET FORTH HEREIN; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED FROM THE SITE OR SERVICES.

N. Choice of Law and Venue. NEVADA LAW GOVERNS THESE TERMS, AS WELL AS ANY CLAIM, CAUSE OF ACTION, OR DISPUTE THAT MIGHT ARISE BETWEEN YOU AND LAWCLERK (A “*CLAIM*”) WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. FOR ANY CLAIM BROUGHT BY OR AGAINST YOU, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN CLARK COUNTY, NEVADA.

O. Waiver of Jury Trial and Class Action. You agree that by entering into this agreement, you are waiving the right to trial by jury. You also agree that you are waiving the right to participate in a class action. You agree that you may bring claims only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

P. Termination.

1. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms, or terminate or deny access to and use of the Site or Services to any User for any reason or no reason, with or without prior notice.
2. You may terminate this agreement by providing LAWCLERK with written notice of your desire to terminate the agreement. Please review our privacy policy set forth in Section G above for information about what we do with your account when terminated.
3. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, your User Content, Site Content, or any other related information.
4. In the event of any termination, whether by you or us, these Terms shall be fully binding upon you from the date you agree to the terms until the date LAWCLERK receives and

processes your request to terminate the Agreement. After termination, Sections E, F, G, H, I through O, and Q of these Terms will continue in full force and effect, including our right to use your User Content as detailed in Section E.

Q. General Terms.

1. We reserve the right to modify, update, interrupt, suspend, or discontinue the Site and Services at any time without notice or liability.
2. We may provide you with notices, including those regarding changes to the Terms by email, regular mail, or communications through the Site.
3. Except as otherwise expressly stated herein, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third-party.
4. The Terms contain the entire agreement between you and LAWCLERK regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. You acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
5. Any failure on LAWCLERK's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
6. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
7. The Terms are not assignable, transferable, or sublicensable by you except with LAWCLERK's prior written consent, but may be assigned or transferred by us without restriction. Any assignment that is attempted in violation of the Terms shall be void.
8. The section titles in the Terms are for convenience only and have no legal or contractual effect.

R. Changes to the Terms. We may, in our sole discretion, amend these Terms any time by posting a revised version on the Site. When changes are made, we will notify you by making the revised version available on the Site and will indicate at the top of the revised Terms the date that revisions were last made. You should revisit these Terms on a regular basis, because revised versions will be binding on you upon posting on the Site. Any such modification will be effective when we post the new Terms to our Site. You understand and agree that by using the Site or Services after any amended Terms are posted to the Site, you are bound by the amended Terms.