

## USER AGREEMENT

PLEASE READ THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This User Agreement (this “Agreement”) is a contract between you (“you” or “User”) and The Freelance Firm, LLC (“Company”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at [www.thefreelancefirm.com](http://www.thefreelancefirm.com) (“Site”) or any part of the rest of the Site or the Site Services (defined in the Site Terms of Use).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time: Privacy Policy. These agreements are collectively, with this Agreement, called the “Terms of Service” or “Agreement”.

Subject to the conditions set forth herein, Company may, in its sole discretion, amend this Agreement at any time by posting a revised version on the Site. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “Effective Date”).

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN SECTION 14 OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

1. **Definitions.** The following terms are used throughout this Agreement and have the following specific definitions, regardless of capitalization, use in the singular or plural form, or use in the past, present or future tense; and will be considered fully incorporated within the Agreement as if stated directly within an applicable provision.
  - 1.1. “Account” refers to Client Account, Freelance Attorney Account, and other Accounts allowed under the Site.
  - 1.2. “Agency Member” or “Team Member” is any individual part of an agency, team, company of, or employed by, either Hiring Attorney or Freelance Attorney.
  - 1.3. “Assigned Project” is a Proposed Project that has been accepted by a Freelance Attorney for completion. A Freelance Attorney may not accept a Proposed Project until Freelance Attorney conducts a conflict check to ensure the non-existence of a potential conflict relating to the Proposed Project.
  - 1.4. “Cancellation Fee” is the fee charged by Company for cancelling Services.
  - 1.5. “Client Portal” refers to any third-party online platform that may be made accessible to Hiring Attorneys, Freelance Attorneys, Users, or others through Site or otherwise made accessible to you by Company in conjunction with Services. Company provides Users access to a network of Freelance Attorneys (“Company Network” defined below) on-demand to law firms and other attorneys (“Hiring Attorneys”). Hiring Attorneys may utilize the Client Portal to submit Proposed Projects, communicate with their respective Freelance Attorney, upload or transmit supporting documents to their respective Freelance Attorney relating to an Assigned Project, view and track the progress of a pending Assigned Project and the like.

- 1.6. “Client Account” or “Hiring Attorney Account” refers to the Account of Hiring Attorney.
- 1.7. “Company Network” refers to Company’s network of Freelance Attorneys accessible through Company’s Client Portal who provide freelance legal services to law firms and other attorneys (Hiring Attorneys).
- 1.8. “Composite Information” means compiled feedback about Users on Profiles, or elsewhere on the Site, and includes User comments; User ratings; indicators of User satisfaction; and other feedback left exclusively by other Users.
- 1.9. “Confidential Information” means any material or information provided to, or created by, a User in furtherance or in relation to a pending or assigned project, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that is known to the public or that: (a) is generally known by third parties as a result of no act or omission of Freelancer or Client; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.
- 1.10. “Freelance Attorney” refers to an attorney that is within Company network, available to provide legal services to Company’s Hiring Attorneys. Each Freelance Attorney is an independent contractor licensed to practice law and whose license is active and in good standing with each jurisdiction under which he or she is admitted to practice, including and especially the applicable jurisdiction for which a Freelance Attorney provides legal services or support to a Hiring Attorney. Freelance Attorneys are not employees or agents of Company and no employer-employee relationship is created by a Hiring Attorney’s engagement of a Freelance Attorney through or under the services provided by Company.
- 1.11. “Freelance Attorney Account” refers to the Account of Freelance Attorney.
- 1.12. “Hiring Attorney” refers to an attorney, either individually or as an authorized representative on behalf of a law firm, legal practice, or other entity who engages or intends to engage Company to procure legal services from one or more Freelance Attorneys. Hiring Attorneys are not employees, agents or representatives of Company and no employer-employee relationship is created by the Hiring Attorney’s engagement of Company or a Freelance Attorney. Hiring Attorney will directly supervise any Freelance Attorney that Hiring Attorney has engaged to perform legal services and assumes all responsibility or liability for all work undertaken or completed by Freelance Attorney for Hiring Attorney.
- 1.13. “Hiring Attorney Data” is any data provided by Hiring Attorney to be stored, processed or transferred by Company through the Site. Hiring Attorney Data is and will remain the sole property of Hiring Attorney.
- 1.14. “Intellectual Property Rights” means all patent rights, copyrights rights, mask work rights, moral rights, right of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- 1.15. “Optional Service Contract Terms” refers to a sample agreement that may be used to govern the relationship between Hiring Attorney and Freelance Attorney in completing the Assigned Project.
- 1.16. “Parties” refers to Company and Users.
- 1.17. “Profile” refers to the information and record provided by the User that will be associated with that User.
- 1.18. “Project Rate” is the rate that Hiring Attorney has agreed to pay for the completion of the Assigned Project. The Project Rate includes any additional fees or taxes imposed by Company, as permitted by law.

- 1.19. “Proposed Project” is a project, task or assignment that has been submitted by a Hiring Attorney, either through the Site, Client Portal or by any other approved method of submitting a Proposed Project, for the purpose of engaging a Freelance Attorney to undertake and complete.
  - 1.20. “Representatives” refers to employees, representative, or assignees.
  - 1.21. “Service Contract” means the contractual provisions—again, this is options—or contract between a Hiring Attorney and Freelance Attorney governing the Services to be performed by a Freelance Attorney for a Hiring Attorney for an Assigned Project.
  - 1.22. “Service Fee” is the fee charged by Company for performing various services, including, but not limited to providing access to its network of Freelance Attorneys, as well as access to its Client Portal, communication tools, document management system, payment services, and the like. Company is not an attorney referral service or employment agency.
  - 1.23. “Site Services” refers to the various services provided by Company, including, but not limited to providing Freelance Attorneys within its network to review and potentially accept a Hiring Attorney’s Proposed Project; providing access to the Client Portal, its communication tools, document management system, and payment services. Company is not an attorney referral service or employment agency. Company provides a platform that affords Users access to a network of Freelance Attorney and Hiring Attorneys to share, review, and potentially accept Proposed Projects as independent contractors, to perform legal services or support for Hiring Attorney(s) upon acceptance of a Proposed Project.
  - 1.24. “Site” refers to Company’s website (www.thefreelancefirm.com), along with all subpages, digital applications, and all content or services available at or through the website.
  - 1.25. “Terms” collectively refers to all of the terms, conditions, provisions, clauses, requirements, obligations or notices contained or referenced herein.
  - 1.26. “User(s)” refers to the Freelance Attorneys and Hiring Attorneys collectively.
  - 1.27. “User Content” means any comments, remarks, data, feedback, content, text, photographs, images, video, work product, research, legal work, or other information that you or any Site Visitor or User post to any part of the Site or provide to Company, including such information that is posted as a result of questions.
  - 1.28. “We,” “Us” or “Our” refers to Company.
  - 1.29. “Work Product” means any tangible or intangible results or deliverables that Freelance Attorney agrees to create for, or actually delivers to, Hiring Attorney as a result of performing the Freelance Attorney Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.
  - 1.30. “You” or “Your” refers to User(s), either individually or as an authorized representative on behalf of a company or legal practice who engages or intends to engage Company Services.
2. **User Accounts.** You agree to the terms and conditions contained in this Agreement before using the Company’s Site or Site Services.
    - 2.1. **Registration and Acceptance.** By registering for an account to use the Site or Company Services (an “Account”), by using the Site or Company Services after the Effective Date if you had an Account on the Effective Date, you agree to abide by this Agreement and the other Terms of Service. **WHEHTER A USER CREATES AN ACCOUNT OR NOT, USERS OF THE SITE AND THEIR AFFILIATES OR REPRESENTATIVES ARE BOUND BY THESE TERMS.**

- 2.1.1.** To access and use certain portions of the Site and the Company Services, you must register for an Account. Company reserves the right to decline a registration to join Company or to add an Account type as a Hiring Attorney or Freelance Attorney, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.
- 2.1.2.** If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company.
- 2.2. Account Eligibility.** Company offers the Site and Company Services for business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Company Services, you must, and hereby represent that you (a) have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Company Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Services; and (d) are a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.
- 2.3. Account Profile.** To register for an Account to join the Site, you must complete a User profile (“Profile”), which you consent may 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 or provide to Company and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.
- 2.4. Account Types.** As described in this Section, there are a number of different Account types. Once you register for one Account type, you can add the other Account types under the same username and password. You agree not to have or register for more than one Account without express written permission from Company. Company reserves the right to revoke the privileges of the Account or access to or use of the Site or Company Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.
- 2.4.1. Hiring Attorney Account.** You can register for an Account or add an Account type to use the Site and Site Services as a Client if you are a Hiring Attorney (a “Client Account”). Each User under a Client Account (“Team Member”) can be given different permissions to act on behalf of the Client Account.
- 2.4.2. Freelance Attorney Account.** You can register for an Account or add an Account type to use the Site and Site Services as a Freelance Attorney to perform services for Hiring Attorneys through Company Network (a “Freelance Attorney Account”).
- 2.5. Account Permissions.** You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, including as a Team Member or Agency Member, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User’s actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site. Upon closure of an Account, Company may close any or all related Accounts.
- 3. Identity and Location Verification.** When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Company. You authorize Company, directly or through third parties, to make any inquiries

necessary to validate your identity, your location, and confirm your ownership of your e-mail address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents.

**4. Usernames and Passwords.** When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize Company to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms of Service or for the purposes of any illicit act, including copying Company Intellectual Property Rights. Company encourages you to use strong and unique passwords, protect them from others, and change them often.

**5. Data Security, Retention, and Account Termination.**

**5.1.** The information Company obtains from or about you may be processed and stored in the United States of America. Company may keep this information as long as is permitted or required under the law. If you terminate your Account, we will remove your content, materials or information from the Site, but may retain your data for a period of 5 years (or longer if required by law) in our active systems in order to ensure our ability to satisfy the authorized uses under this privacy policy. For example, Company may use retained data to prevent, investigate, or identify possible wrongdoing in connection with 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.

**5.2.** Company has the ability to grant or block access to Site and Client Portal based on IP address. Using this feature, Company may limit your access to an application to your internal network in Company's sole discretion and without notice to you.

**5.3.** Company utilizes certain web applications through Zoho Corporation, including Company's e-mail communications, project management, Client Portal, and the like. All data transmission to Zoho services are encrypted using TLS 1.2 protocols and use certificates issued by SHA 256 based on CA ensuring that its users have a secure connection from their individual browsers to the Zoho service. Zoho employs the latest strong ciphers like AES\_CBS/AES\_GCM 256 bit/128-bit keys for encryption, SHA2 for message authentication and ECDHE\_RSA as the key exchange mechanism. The Zoho applications carry the following Security Certifications: ISO/IEC 27001 & SOC 2. For more details regarding the security measures employed for applications utilized by Company, please visit [www.zoho.com/security.html](http://www.zoho.com/security.html). Regarding any matters that require compliance with HIPAA or any other law, statute, rule, regulation and/or guideline, please contact Company to ensure proper transmission of same. Company also utilized certain web applications through One Desk. OneDesk SaaS is hosted in the Amazon AWS cloud. Amazon AWS is SAS70 Type II certified and publishes a Service Organization Controls 1 (SOC1), Type 2 report under both the SSAE 16 and the ISAE 3402 professional standards. OneDesk SaaS is automatically backed-up on a regular basis. Backups are stored in multiple geographically spread locations. All the network traffic is encrypted via SSL. OneDesk uses 256-bit encryption keys. The security certificate is signed by a public world-wide trusted Certification Authority. OneDesk stores all the credentials encrypted using Blowfish and MD5 sums. There are no credentials that are sent over the wire in plain text. Users acknowledge and consent to Company's use of applications through Zoho Corporation, One Desk, or any other applications Company may use in order to manage and maintain Site, Client Portal, and Services, whether or not Company notifies User of use of specific applications or software.

**5.4.** Hiring Attorney Data is and will remain the sole property of Hiring Attorney. Company will take all such reasonable measures as may be necessary to protect the confidentiality of Hiring Attorney's Data. Company will not disclose or use Hiring Attorney's Data for any purposes other than to carry out the purposes for which Hiring Attorney disclosed the data to Company, or as otherwise permitted by these Terms. In addition, Company will take reasonable measures to ensure the integrity, delivery and security of transmissions containing such Hiring Attorney Data.

**5.5.** Company and Users may be furnished with access to confidential and/or privileged information relating to Hiring Attorney, Hiring Attorney's law firm, Hiring Attorney's client(s) and the like. Company and Users agree to maintain the confidential and privileged nature of all such Hiring Attorney Data and client data and further agree not to disclose the nature of such information to any third party. In furtherance of this provision, Hiring Attorney should take all reasonable steps to remove and/or redact any information that is privileged, confidential or otherwise subject to any legal protections, if such information is not required to undertake any Proposed or Assigned Project.

**6. Purpose of Company.** Company merely makes the Site and Company Services available to enable Freelance Attorneys and Hiring Attorneys to find and transact directly with each other. Through the Site and Company Services, Freelance Attorneys may be notified of Hiring Attorneys that may be seeking the services they offer, and Hiring Attorneys may be notified of Freelance Attorneys that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Hiring Attorney or Freelance Attorney on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Company is not a party to that Service Contract.

**6.1.** You acknowledge, agree, and understand that Company is not a party to any independently formed relationship or any dealings between Hiring Attorney and Freelance Attorney, except that Company shall not be excluded from receiving any benefit rightly owed it as authorized by this Agreement. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User Content, (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions), (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts, or (d) performing Freelance Attorney Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User. Company does not make any representations about or guarantee the truth or accuracy of any Freelance Attorney's or Hiring Attorney's listings or other User Content on the Site; does not verify any feedback or information provided by Users about Freelance Attorneys or Hiring Attorneys; and does not vet or otherwise perform background checks on Freelance Attorneys or Hiring Attorneys. You acknowledge, agree, and understand that Company does not, in any way, supervise, direct, control, or evaluate Freelance Attorneys or their work and is not responsible for any Project, Project terms or Work Product. Company makes no representations about and does not guarantee, and you agree not to hold Company responsible for, the quality, safety, or legality of Freelance Attorney Services; the qualifications, background, or identities of Users; the ability of Freelance Attorneys to deliver Freelance Attorney Services; the ability of Hiring Attorneys to pay for Freelance Attorney Services; User Content, statements or posts made by Users; or the ability or willingness of a Hiring Attorney or Freelance Attorney to actually complete a transaction.

**6.2.** You also acknowledge, agree, and understand that Freelance Attorneys are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Freelance Attorney Services; and the type of services they provide. You further acknowledge, agree, and understand that: (i) you are not an employee of Company, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Company will not have any liability or obligations under or related to Service Contracts or Freelance Attorney Services for any acts or omissions by you or other Users; (iii) Company does not, in any way, supervise or control any Freelance Attorney or Freelance Attorney Services; does not impose quality standards or a deadline for completion of any Freelance Attorney Services; and does not dictate the performance, methods or process Freelance Attorney uses to perform services; (iv) Freelance Attorney is free to determine when and if to perform Freelance Attorney Services, including the days worked and time periods of work, and Company does not set or have any control over Freelance Attorney's work hours, work schedules, or work location; (v) Company does not, in any way, provide or guarantee Freelance Attorney a regular salary or any minimum, regular payment; (vi) Company does not provide Freelance Attorneys with training or any equipment, labor, tools, or materials related to any Project; and (vii) Company does not provide the premises at which Freelance Attorneys will perform the work. Freelance Attorneys may use subcontractors or employees to perform Freelance Attorney Services and may delegate work on fixed-price contracts or by agreeing with their Hiring Attorneys to have hourly contracts for Freelance Attorney's subcontractor(s) or employee(s). If a Freelance Attorney uses subcontractors or employees, Freelance Attorney further agrees and acknowledges that

this paragraph applies to Company's relationship, if any, with Freelance Attorney's subcontractors and employees as well and Freelance Attorney is solely responsible for Freelance Attorney's subcontractors and employees.

- 6.3.** Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose. Users are free at all times to engage in such other business activities and services and are encouraged to do so as long as these do not violate the terms of this Agreement.
- 6.4. Relationship with Company; User's Independent Professional Judgment.** Company does not control the manner or means by which Freelance Attorney, Hiring Attorney, or User performs Services. Users will exercise their own independent professional judgment in performing Services. Freelance Attorney agrees to perform Services in a diligent and workmanlike manner and in accordance with the project completion schedule, if any, set forth in the services contract between Freelance Attorney and Hiring Attorney.
- 6.5. Taxes and Benefits.** You acknowledge and agree that you are solely responsible (a) for all applicable tax liability associated with payments received from and provided for the Services to be performed by Freelance Attorney and through Company, and that Company will not withhold any taxes from payments; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from Company; (c) for determining whether you are required by applicable law to issue any particular invoices for the Freelance Attorney Fees and for issuing any invoices so required; and (d) for determining whether you are required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Freelance Attorney Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate. In the event of an audit of Company, you agree to promptly cooperate with Company and provide copies of any tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing you are engaging in an independent business as represented to Company.
- 6.6. Marketplace Feedback and User Content.** You hereby acknowledge and agree that Users may publish and request Company to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on unverified data that Freelance Attorneys or Hiring Attorneys voluntarily submit to Company and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Company; Company provides such information solely for the convenience of Users.
- 6.6.1.** Company does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory. Company is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Company reserves the right (but is under no obligation) to remove posted feedback or information that, in Company's sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Company. You acknowledge and agree that you will notify Company of any error or inaccurate statement in your feedback results, and that if you do not do so, Company may rely on the accuracy of such information.
- 6.7. Practice of Law.** Company is not a law firm and does not engage in nor provide any legal services, legal representation, legal advice, legal opinions, legal recommendations, or legal counseling. Despite licensure or professional certifications held by Company's individual owners or representatives, Company's owners will not be held individually liable by any association, board, or any other regulatory body for liabilities associated with applicable professional certifications. Neither Freelance Attorneys nor Hiring Attorneys are employees or agents of Company.

- 6.8. Modifications or Revisions to Assigned Project.** Should Hiring Attorney request any modifications or changes be made to the terms of an Assigned Project, such modifications or changes must be agreed to by the Freelance Attorney(s) that accepted the Assigned Project, and any such modifications or changes may be subject to additional fees. Once an Assigned Project has been completed and accepted by Freelance Attorney, any subsequent requests for modifications, changes or revisions to the Assigned Project may be subject to additional fees, unless otherwise agreed to, in writing, by both Freelance Attorney and Hiring Attorney.
- 6.9. Cancellation.** In the event that a Hiring Attorney submits a Proposed Project but cancels or revokes said Proposed Project prior to being accepted by a Freelance Attorney, Hiring Attorney is responsible to pay a Cancellation Fee in the amount of 22% of the proposed Project Rate. If Hiring Attorney cancels or terminates an Assigned Project (*i.e.*, after a Freelance Attorney has accepted the Proposed Project), Hiring Attorney is responsible to pay: (1) the full Cancellation Fee associated with the Assigned Project, and (2) the prorated amount of the Project Rate for all time expended by a Freelance Attorney from acceptance of the Proposed Project up until the time that the Assigned Project is cancelled or terminated by Hiring Attorney.
- 6.10. Payment information is maintained by a third-party provider.** Company uses third-party providers, Stripe and PayPal, as its payment gateway.
- 6.11. Data Harvesting Protection.** Where appropriate, Company implements human verification security measures to prevent access, extraction or harvesting of data by a bot or web crawler.
- 6.12. Collection of Information.** In addition to the information you submit to or through the Site, Company may also collect and store information from and about you in the course of your use of the Site. Company may use this information to analyze and track user behavior, personalize your experience, enhance Site functionality, improve the quality of the Site, and may use it to display relevant advertising or services.
- 6.13. Location.** Company may collect and store information about your location if you enable your computer or digital device to send us location information. You may be able to change the settings on your computer or digital device to prevent it from providing us with such information.
- 6.14. Activity.** Company 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 (of our Site only), the date and time of your visit, and other information.
- 6.15. Cookies.** Company 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 e-mails 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.
- 7. Third Parties.** Company does not rent, share, sell, or trade personally identifiable information with third parties for their direct marketing purposes. Except for the exclusions specified in this Agreement, Company does 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. Company does work with third parties and they may have access to some of your information:
- 7.1. Service Providers.** Company may outsource some of its technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services to third parties. Company may share information from or about you with these third-parties, so that they can perform services necessary to maintain Site, Client Portal, or other needs of Company.
- 7.2. Aggregate Information.** Company may share user information in the aggregate with third parties. For example, Company may disclose the total number of users that have registered as Freelance Attorneys or Hiring Attorneys or the areas of law in which registered Freelance Attorneys have prior experience, etc. By accessing the Site, you authorize Company’s use and dissemination of this limited information.



**7.3. 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 Company 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.

**7.4. Investigations.** Company 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 (iv) protect our rights, reputation, and property, or that of our other Hiring Attorneys, Freelance Attorneys, 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.

**7.5. Links.** While the Site may contain links to unaffiliated third-party websites, Company does not vouch for or make any representations regarding such unaffiliated third-party websites. Except as set forth herein, Company does not share your personal information with unaffiliated third-party websites. Company has no responsibility or control over the privacy practices of third-party websites that you may access through links available through the Site, Client Portal or Company's other digital offerings.

## **8. Protection of Company's Intellectual Property Rights.**

**8.1.1. Users have no Right to use Company's Intellectual Property.** You and your Representatives, Agency Members, have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display Company's intellectual property. Users have no right or license to use Company's trademarks, service marks, trade names, trade names, logos, symbols, brand names, or any intellectual property that belongs to Company.

**8.1.2. Wrongful Use of Company's Name.** You will not indicate on any stationary, business card, advertising or other business materials that you were formerly engaged with the Company, any Users, any of Company's affiliates or subsidiaries, except in the submission of Freelance Attorney of resumes and the filing of applications in seeking employment, in which case Freelance Attorney may disclose his or her prior engagement with the Company, but will not divulge, disclose, reference or identify information that in any way relates to any work or services performed by Freelance Attorney pursuant to this Agreement. This information includes, but is not limited to: Users, Company rates, legal matters which Freelance Attorney was involved on behalf of a User, or any other information related thereto. This provision will survive the termination of this Agreement.

## **9. Confidentiality.**

**9.1.1. Company's Ownership of Confidential Information.** You acknowledge that you may have access to information that is treated by Company as confidential and proprietary, including, without limitation, the existence and terms of this Agreement, policies, procedures, technical material, business data and methods, trade secrets, technology, and information pertaining to business operations and strategies, customers (or Users), pricing, marketing, finances, sourcing, personnel, usernames, passwords, lists of the Users, potential clients, rates, services, agreements, as well as certain privileged or confidential information, documents, work-product and the like, pertaining to cases or files or clients of Users or other Confidential Information, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that you become aware of in connection with Services is subject to the terms and conditions of this clause and of the Agreement.

**9.1.2. No Attorney-Client Relationship.** Users hereby acknowledge and agree that this Agreement does not create an attorney-client relationship with the Company. Further, Users hereby acknowledge and agree that

Freelance Attorney will not create an attorney-client relationship with any of Hiring Attorneys individual clients. This provision will survive the termination of this Agreement.

**9.1.3. Work Product.** Hiring Attorneys will own all rights to any work product generated by Freelance Attorney while completing any Assigned Project under this Agreement. This provision will survive the termination of this Agreement.

**9.1.4. Users' Responsibility of Extreme Care, Caution and Safe Keeping of Confidential Information.** You agree to treat all Confidential Information as strictly confidential, to take extreme care and caution with respect to protecting Confidential Information, both digitally and as hard copy files, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without Company's prior written consent in each instance, not to use any Confidential Information for any purpose except as required in the performance of Services, and not to destroy or otherwise inhibit Company's ability to access, restore, or otherwise use its Confidential Information (including usernames, passwords, and software access). You must notify Company immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

**9.1.5. Mandatory Disclosure of Confidential Information.** No language within this Agreement is to be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized Company officer within 72 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Company to contest the order or seek confidentiality protections, as determined in Company's sole discretion.

**9.1.6.** You agree to keep all such information confidential and any intentional disclosure thereof is a material breach of this Agreement whereby the Company, at its sole discretion, may terminate this Agreement and seek any and all damages from you arising out of said breach. Any inadvertent or unintentional disclosure of the confidential materials described hereinabove, will be disclosed immediately by you, in writing, to the Company, at which time the Company will review the relevant circumstances and take any and all measures that the Company, at its sole discretion, deems necessary, including, but not limited to, Company's termination of this Agreement. This provision will survive the termination of this Agreement.

**9.2. Permitted Use of Company Site, Services and Network.** The Site and Company Services will only be used for those purposes described within this Agreement. Further, during your engagement with the Company under this Agreement, the Company may provide access to various internal operations or communications systems ("Company Network"). You agree that the Company Network is to be used exclusively for matters relating to or work performed pursuant to this Agreement and any subsequent Company offers to provide Services.

**9.2.1. Restrictions.** You may never handle or convey cash or other items of value unless otherwise agreed upon Company, Freelance Attorney and Hiring Attorney, in writing, and only when doing so is directly related to the services the Freelance Attorney has been engaged to perform. Company is not and will not be held responsible for any loss or damage caused by or involving a User, should this occur.

**9.3. Right to Refuse Service.** Company has the right (though, not the obligation) to, in its sole discretion, determine whether or not any content, materials or information posted or transmitted by you using the Site or Client Portal, and the like, is appropriate and complies with the terms and conditions of this Agreement and to refuse or remove any such content, materials or information that, in its reasonable opinion, violates any of terms or conditions of this Agreement, or is any way deemed harmful, inappropriate or objectionable. Company further reserves the right to make edits, revisions or changes to the manner of any content, materials or information posted, transmitted or displayed on the Site or Client Portal, and the like. This excludes content, materials or information posted or transmitted by a Hiring Attorney that is required for a Freelance Attorney to complete an Assigned Project.

**9.4. Access to Information.**

**9.4.1. Right to Access/Disclosure of Freelance Attorney Information.** Hiring Attorney and Hiring Attorney's client(s) may have the right to access all Freelance Attorney's information maintained by Company and may request disclosure of all such information with reasonable notice.

**9.4.2. Limited access to Information to Freelance Attorney.** Company will provide access to information about Users limited to that needed to complete Services. Freelance Attorney has no right or obligation to access information about Hiring Attorneys and Hiring Attorneys' clients outside the scope of Services to be completed by Freelance. Freelance Attorney has no right to access, inspect or copy Company's books, records, documents, or any information regarding Company's corporate affairs.

**9.5. Communication.** Users will communicate through Site, Client Portal, and the like. Following Freelance Attorney's acceptance of Hiring Attorney's Proposed Project, Hiring Attorney and Freelance Attorney are permitted to communicate directly, by email or through the Client Portal, solely for the purpose of asking/responding to questions related to the Assigned Project or providing information, documentation or additional instructions regarding the Assigned Project.

## **10. Independent Contractual Relationships between Hiring Attorney and Freelance Attorney.**

**10.1. Service Contracts.** If a Hiring Attorney and Freelance Attorney decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Hiring Attorney and Freelance Attorney. Hiring Attorney and Freelance Attorney have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract provided that any such agreements do not conflict with, narrow, or expand Company's rights and obligations under the Terms of Service, including this Agreement. You acknowledge, agree, and understand that Company is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Company and any User or a partnership or joint venture between Company and any User.

**10.1.1.** With respect to any Service Contract, Hiring Attorneys and Freelance Attorneys may enter into any written agreements that they deem appropriate (*e.g.*, confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Company's rights and obligations under the Terms of Service, including this Agreement.

**10.1.2.** The Optional Service Contract Terms are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements. Company does not assume any responsibility for any consequence of using the Optional Service Contract Terms. The Optional Service Contract Terms are not intended to and do not (a) constitute legal advice, (b) create an attorney-client relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific, and requirements vary by situation and jurisdiction and therefore any Party should seek legal advice from a licensed attorney in the relevant jurisdictions. Company expressly disclaims any and all liability with respect to actions or omissions based on the Optional Service Contract Terms.

## **10.2. Duties.**

**10.2.1. Duties of Users.** Users agree not to, and will not assist, encourage, or enable others to use Company website or Client Portal to:

**10.2.1.1.1.** Transmit any material and/or information that is unlawful or promotes unlawful conduct;

**10.2.1.1.2.** Transmit any material and/or information that violates applicable Rules of Professional Conduct;

**10.2.1.1.3.** Transmit any material and/or information that is false or defames, harasses, abuses, threatens, or incites violence towards any individual or group;

- 10.2.1.1.4.** Violate 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;
- 10.2.1.1.5.** Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted by Company;
- 10.2.1.1.6.** 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;
- 10.2.1.1.7.** Violate the privacy of any person;
- 10.2.1.1.8.** Impersonate any person or entity; or,
- 10.2.1.1.9.** Transmit any material and/or information that 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.

#### **10.2.2. Duties of Hiring Attorneys.**

- 10.2.2.1.** Hiring Attorney will disclose to Company, Freelance Attorney or User, all applicable instructions and documents to allow Freelance Attorney to adequately prepare, undertake and complete any Proposed Project or Assigned Project. Hiring Attorney will not actively withhold any reasonably important information about a Proposed Project or Assigned Project from Company, Users, or Freelance Attorneys.
- 10.2.2.2.** Hiring Attorney will provide Freelance Attorney all applicable information regarding a legal matter to allow the Freelance Attorney to conduct an adequate conflict check. Hiring Attorney agrees to conduct a conflict check, prior to commencing work with Freelance Attorneys, by taking all necessary measures to ensure that no conflict of interest; breach of contract; breach of confidentiality; breach of attorney-client privilege, and the like, has or will occur during Freelance Attorney's engagement with the Hiring Attorney under this Agreement, relating to any client, past or present, that Freelance Attorney has represented outside of the scope of this Agreement, whether on an independent basis, on behalf of another employer; or pursuant to any other contract and/or agreement.
- 10.2.2.3.** Hiring Attorney will have sole responsibility for the work product provided by the Freelance Attorney. For each Assigned Project, the Hiring Attorney will supervise the Freelance Attorney's performance to ensure compliance with applicable Rules of Professional Conduct.
- 10.2.2.4.** Hiring Attorneys will comply with applicable law concerning engagement of or with Freelance Attorneys.
- 10.2.2.5.** For each Assigned Project, the Hiring Attorney will establish and maintain the relationship with Hiring Attorney's own client(s).
- 10.2.2.6.** Unless otherwise agreed to by the Users, in writing, a Freelance Attorney will have no contact with Hiring Attorney's client(s) by email, telephone, video, web, social media, in-person or other. In the event that an Assigned Project does require direct contact with Hiring Attorney's client(s), Hiring Attorney is strongly advised to ensure that his/her professional liability, legal malpractice, errors and omissions or other applicable liability insurance policy extends coverage to any and all activities undertaken by Freelance Attorney on behalf of Hiring Attorney.

- 10.2.2.7. For each Assigned Project, Hiring Attorney will not ask or otherwise cause a Freelance Attorney to disseminate the Freelance Attorney's work product or any other information or documentation related thereto, to anyone other than Hiring Attorney.
- 10.2.2.8. For each Assigned Project, the Hiring Attorney will not ask or otherwise cause the Freelance Attorney to sign, transmit or file any documents with any court, administrative body, or to any other person or entity, whatsoever.
- 10.2.2.9. For each Assigned Project, the Hiring Attorney will have the sole responsibility for determining the fee charged to his or her client(s) for legal services. The Freelance Attorney will have no involvement in determining the fee charged or billed to Hiring Attorney's client(s).
- 10.2.2.10. Hiring Attorneys and Freelance Attorneys will immediately notify Company if they are suspended from the practice of law, disbarred in any United States jurisdiction, or are otherwise the subject of any disciplinary measures whatsoever, relating to his/her license or ability to practice law in good standing in any United States jurisdiction.
- 10.2.2.11. Company has the right (though, not the obligation) to, in its sole discretion, determine whether or not any content, materials and/or information posted and/or transmitted by Hiring Attorney using the Site or Client Portal, is appropriate and complies with the Terms and to refuse or remove any such content, materials and or information that, in its reasonable opinion, violates any of terms and/or conditions of this Agreement, or is any way deemed harmful, inappropriate or objectionable. Company further reserves the right to make edits, revisions or changes to the manner of any content, materials or information posted, transmitted or displayed on the Site.

### **10.2.3. Duties of Freelance Attorneys.**

- 10.2.3.1. Freelance Attorney hereby affirms that he or she is currently licensed and in good standing in any jurisdiction in which Freelance Attorney is licensed to practice. Freelance Attorney further affirms that no disciplinary action is currently pending against him or her in any jurisdiction in which he or she is licensed to practice law.
- 10.2.3.2. Freelance Attorney hereby agrees that it will only accept Proposed Projects dealing in areas of law in which Freelance Attorney is adequately competent or capable to practice.
- 10.2.3.3. Prior to agreeing to provide Services, Freelance Attorney agrees to conduct a conflict check by taking all necessary measures to ensure that no conflict of interest; breach of contract; breach of confidentiality; breach of attorney-client privilege, and the like, has or will occur during Freelance Attorney's engagement with the Hiring Attorney under this Agreement, relating to any client, past or present, that Freelance Attorney has represented outside of the scope of this Agreement, whether on an independent basis, on behalf of another employer; or pursuant to any other contract and/or agreement.
- 10.2.3.4. Freelance Attorney will perform Services in compliance with all applicable regulation (including, but not limited to, city ordinance, state regulations, federal regulations, and regulations or rules set forth by applicable professional organizations, especially, but not limited to, any trade association that Freelance Attorney is required to be a current member in good standing of).

**11. Ethical Obligations.** Users hereby affirm and agree that they are obligated to abide by and comply with all applicable professional rules of conduct set forth by applicable state bar associations, or any other authority in any applicable jurisdiction in which Hiring Attorney will utilize the legal services of Freelance Attorneys. Users should refer to their respective state Bar Association and the American Bar Association for more information about their obligations.

**12. Confidential User Information.** Users may agree to any terms they deem appropriate with respect to confidentiality between themselves in the performance of Service by Freelance Attorney to Hiring Attorney. Users, however, are prohibited from disclosing the identity, contact information, resume or any other identifying information of other Users to any other person, organization, entity or other who is not bound by these Terms, except that Hiring Attorney may disclose the above-referenced information to Hiring Attorney's client(s) in furtherance of legal services being provided by Freelance Attorney.

**13. Insurance.** You acknowledge and agree that it is your responsibility to maintain adequate professional liability, workers' compensation, commercial general liability, errors and omissions, and other forms of insurance applicable to your given profession, with policy limits sufficient to protect and indemnify Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your conduct, acts, or omissions or the conduct, acts, or omissions of your agents, Freelance Attorneys, servants, or employees.

**13.1.1.** In the event that a Hiring Attorney procures services from a Freelance Attorney and Hiring Attorney requires said Freelance Attorney to maintain professional liability, legal malpractice, errors and omissions or other applicable liability insurance coverage, Hiring Attorney acknowledges that it is Hiring Attorney's responsibility to incorporate desired language in the Optional Service Contract Terms to be entered into separately from this Agreement. Both Hiring Attorney and Freelance Attorney acknowledge that Company makes no guarantees with regard to the respective coverage of Users of the Site.

**14. Third-Party Beneficiaries.** It is the intent of the Parties to this Agreement that Users who have entered into Service Contracts or disclosed or received Confidential Information to another User are third-party beneficiaries of this Agreement with respect to this Section only.

**15. Worker Classification.** Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between Company and a User.

**15.1.1.** Hiring Attorney is solely responsible for and has complete discretion with regard to final engagement of any Freelance Attorney for any Project. Hiring Attorney is solely responsible, warrants its decisions regarding classification are correct, and assumes all liability, for determining whether Freelance Attorneys should be engaged as independent contractors or employees of Hiring Attorney and engaging them accordingly. Company will have no input into, or involvement in, worker classification as between Hiring Attorney and Freelance Attorney and Users agree that Company has no involvement in and will have no liability arising from or relating to the classification of a Freelance Attorney generally or with regard to a particular Project.

**15.1.2.** Users represent that they are not a party to any other contract or obligation that would prevent them from entering into and performing under this Agreement, and further represent that they are not a party to any other contract or obligation that would result in a violation of any term or provision of Terms of Service.

## **16. Company Fees.**

**16.1. Service Fees.** Company will bill Hiring Attorney for an Assigned Project upon Hiring Attorney's acceptance of a completed Assigned Project. Hiring Attorney will be invoiced on the first day of each month for the previous month's working beginning on Commencement Date. Hiring Attorney must pay Service Fees due within 10 days of invoice date. Company reserves the right to adjust Service Fees without notice or permission from Users.

**16.1.1.** Alternative billing and payment arrangements may be made on an individual basis, the terms of which must be set forth in a separate agreement, executed by both Parties.

**16.1.2.** Hiring Attorney will pay an interest charge of one and one-half percent (1.5%) per 30 days on any unpaid balance remaining on amounts not paid in full when due, however, in no event will such interest charges exceed the maximum interest rate allowed by law.

**16.1.3.** If, at any time, Hiring Attorney contends that the services provided by a Freelance Attorney relating to an Assigned Project were materially inconsistent with the agreed-upon terms thereof, Hiring Attorney must send written notification to Company within 48-hours of the completed Assigned Project being sent to Hiring Attorney for acceptance. After that time, any Assigned Project is deemed complete and accepted by Hiring Attorney. Company will assess any issues timely raised by Hiring Attorney and will make a reasonable, good-faith effort to rectify such issues when, in its sole discretion, deems it necessary to do so.

**16.1.4.** Any dispute of an invoice or credit card charge for services rendered must be made within 5 days of: (a) receipt of the invoice, or (b) payment being made, whichever is earlier. Hiring Attorney waives any right to a refund or credit if a dispute is not timely made in writing, including e-mail.

**16.2. Company Billing.** Company may bill its Users for the amounts due at whatever rate or in whatever manner it deems appropriate and consistent with its own billing practices. All payments made by the Company to Freelance Attorney will immediately become property of Freelance Attorney and will not be placed in an attorney trust account. It is specifically agreed between the Parties that Freelance Attorney's fees are not contingent fees subject to case outcome, nor are such fees to be considered "referral fees" or "fee splitting" as defined under the applicable rules of disciplinary conduct.

**16.3. VAT and Other Taxes.** Company may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "VAT") in the jurisdiction of the Freelance Attorney (the "Taxes"). In such instances, any amounts Company is required to collect or withhold for the payment of any such Taxes will be collected in addition to the fees owed to Company under the Terms of Service.

#### **16.4. Referral Service.**

**16.4.1. Referral Period.** Hiring Attorney agrees that accepting the resume of, or working with any Freelance Attorney found through Company Network on a full-time, temporary, contract or project basis or through another staffing or temporary placement agency for a period of 12 months after such introduction or the last date that a Freelance Attorney provides any service to Hiring Attorney, whichever is later, that the terms and conditions of this Agreement will be honored including all provisions regarding fees and referral fees.

**16.4.2. Referral Fees.** After you evaluate the performance and potential of a Freelance Attorney, you may wish to employ or contract directly with him or her. The referral fee is a flat fee that represents, in part; Company's lost opportunity to continue to utilize this Freelance Attorney's services for Hiring Attorney and other current or future Hiring Attorneys. In the event you wish to engage one of Freelance Attorneys for employment either full-time, part-time, or per diem/contract you agree to pay Company a one-time referral fee of \$10,000.00. The referral fee is due by Hiring Attorney and payable to "The Freelance Firm, LLC" no later than 10 days after Freelance Attorney is engaged under Hiring Attorney's employ (whether on a full-time, part-time, or per diem/contract basis). The referral fee is non-refundable.

### **17. Payment Terms.**

#### **17.1. Freelance Attorney Payment on Service Contracts.**

**17.1.1.** As full compensation for Services and the rights granted to Company in this Agreement, Company will pay Freelance Attorney a fixed fee according to Section 11 (the "Fees"), payable to Freelance Attorney (i) on completion of Services to Hiring Attorney's satisfaction or payable (ii) as otherwise deemed appropriate by Company. Freelance Attorney acknowledges that he or she is responsible for all federal, state, and local taxes.

**17.1.2. Company will not pay User expenses.** Freelance Attorney is solely responsible for any travel or other costs or expenses incurred in connection with performance of Services, which may sometimes include parking expenses if they are not paid by User. Company will not reimburse Freelance Attorney for any costs or expenses.

**17.1.3. Disbursements to Freelance Attorneys.** Freelance Attorney rates are set, and a corresponding hourly pay rate is associated with any Service the Freelance Attorney will complete. Unless otherwise deemed appropriate by Company, Company will pay Freelance Attorney on the twentieth of month of the invoice date month.

**17.2. Non-Payment.** If Hiring Attorney is in “default”, meaning the Hiring Attorney fails to pay the Service Fees, Referral Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorized representative of Company), Company will be entitled to the remedies described in this Section in addition to such other remedies that may be available under applicable law or in such written agreement. For the avoidance of doubt, Hiring Attorney will be deemed to be in default on the earliest occurrence of any of the following: (a) Hiring Attorney fails to pay the Service Fees when due, (b) Hiring Attorney fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days, an account current after a credit or debit card is declined or expires, (c) Hiring Attorney fails to pay an invoice issued to the Hiring Attorney by Company within the time period agreed or, if none, within 30 days, (d) Hiring Attorney initiates a chargeback with a bank or other financial institution resulting in a charge made by Company for Service Fees or such other amount due being reversed to the Hiring Attorney, or (e) Hiring Attorney takes other actions or fails to take any action that results in a negative or past-due balance on the Hiring Attorney’s account.

**17.2.1.** If Hiring Attorney is in default, Company may, without notice, temporarily or permanently close Hiring Attorney’s Account and revoke Hiring Attorney’s access to the Site and Company Services, including Hiring Attorney’s authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Freelance Attorney Services from other Users through the Site. However, Hiring Attorney will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the Hiring Attorney’s Account as a result of the default. Without limiting other available remedies, Hiring Attorney must pay Company upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys’ fees and other costs of collection to the extent permitted by applicable law.

**17.2.2.** Company, at our discretion and to the extent permitted by applicable law, may set off amounts due against other amounts received from Hiring Attorney or held by Company for Hiring Attorney, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

**17.3. Payment Methods.** Users may make payment to Company using credit card, debit card, Chase Pay, Zelle, PayPal, check, or as otherwise detailed by Company.

**17.4. U.S. Dollars.** The Site and the Site Services operate in U.S. Dollars. Users agree to make any payment to Company in U.S. Dollars.

**17.5. Chargebacks prohibited.** Users will be responsible and will indemnify Company with respect to any and all chargebacks regarding Services performed under this Agreement. If Company is harmed by User’s chargeback, including, but not limited to User advancing a fraudulent chargeback against Company, User agrees to pay Company the higher amount of either (i) interest in the amount of 5% of the Proposed Project Service Fee due and payable to Company or (ii) to pay the maximum amount allowable by law.

## **18. Non-Circumvention and Non-Solicitation.**

**18.1. Non-Circumvention Period.** Users, for a period of 24 months from the time Users identify or are identified by any party through the Site agree to use the Site as the exclusive method to request, make, and receive all payments for work directly or indirectly with another User or arising out of their relationship.

**18.2. Non-Solicitation.** Hiring Attorney and Freelance Attorney are permitted to communicate directly, by email or through the Client Portal, solely for the purpose of asking or responding to questions related to the Assigned Project and providing information, documentation or additional instructions regarding the Assigned Project.



Hiring Attorney, however, agrees that for a period of 12 months after the last date that a Freelance Attorney provides any service to Hiring Attorney pursuant to this Agreement, Hiring Attorney will not solicit or accept a current or former Freelance Attorney's solicitation of Hiring Attorney to perform any work or services for Hiring Attorney. Violation of this provision will constitute Hiring Attorney's acceptance of the terms of this Agreement and trigger an immediate Referral Fee.

**18.3. Making Payments through Company.** For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another party through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business when acting in that capacity with respect to the other User.

**18.3.1.** You agree not to circumvent the Payment Terms imposed through this Agreement. By way of illustration and not in limitation of the foregoing, you agree not to:

**18.3.1.1.** Submit proposals or solicit parties identified through the Site to contract, hire, work with, or pay outside the Site.

**18.3.1.2.** Accept proposals or solicit parties identified through the Site to contract, invoice, or receive payment outside the Site.

**18.3.1.3.** Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments off the Site.

**18.3.1.4.** You agree to notify Company immediately if a person suggests to you making or receiving payments outside of the Site in violation of this Section. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Company by sending an e-mail message to: [info@thefreelancefirm.com](mailto:info@thefreelancefirm.com).

**19. Records of Compliance.** Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations, conflict check obligations, and compliance with tax and employment laws, and (b) provide copies of such records to Company upon request. Nothing in this subsection requires or will be construed as requiring Company to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, backup, and continued maintenance of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Company's part to store, backup, retain, or grant access to any information or data for any period. Company bears no responsibility or liability for User's improper creation, storage, backup, or continued maintenance of business records.

## **20. Disclaimers.**

**20.1.** Company will allow transaction processing, accept data transmitted and transmit data via the Internet using Company supplied or mutually agreed upon processes, formats, transactions, and/or software products. Related to these Internet usages, Users are responsible for the use and security of their own web browser(s) and for providing their own Internet Service Provider (ISP). Company assumes no risk for the performance of User's web browser(s) or User's provided ISP associated software or hardware. While Company will take reasonable measures to ensure the integrity, delivery and security of data transmissions, Company assumes no liability of any data once transported or transmitted on to the public facility of the Internet.

**20.2.** Company makes reasonable efforts to confirm that Freelance Attorneys, Hiring Attorney, and Users are licensed attorneys in good standing in their respective jurisdictions, law school graduates from American Bar Association accredited law schools that have not been disbarred by any ~~their~~ applicable jurisdiction. Company, however, makes no warranties, guarantees, or representations as to Users good standing with their local bar, licensure, legal ability, competence, quality, or qualifications.

**20.3.** Company does not represent, warrant, or guarantee that Users are covered by professional liability insurance.

**20.4.** Regarding any matters that require compliance with HIPAA or any other law, statute, rule, regulation or guideline, Company, makes no warranties, guarantees, or representations as to ensuring User compliance with applicable regulation. Users should arrange their own means of ensuring compliance with applicable regulation with regard to Confidential Information, Hiring Attorney Data, or other information transmitted between Users through the Site, Client Portal, or otherwise in relation to Services.

**20.5.** YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE AGREEMENT STATES USER’S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

**21. Limitation of Liability.** In the event that you are alleged or found liable for damages based upon contract, tort, negligence, strict liability, equity, or any other basis, arising out or under Terms of Service, you hereby agree to indemnify and hold harmless Company, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney’s fees and litigation expenses) except to the extent that any such liability was directly caused by or the direct result of conduct or activities of the Company. In all events, Company’s liability to you, or any third party in any circumstance arising out of or in connection with any services performed by Company or any User(s), is limited to the amount of fees you paid to Company for the specific services rendered by Company.

**22. Indemnification.** You agree to defend, indemnify and hold harmless Company, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, sales associates, proprietors, partners, shareholders, principals, agents, predecessors, successors and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney’s fees and litigation expenses) relating to or arising from any breach by you of this Agreement, any negligent or intentional acts, errors or omissions alleged to have been committed by you, or your failure to comply with applicable laws or regulations in your use of services provided by Company or any User(s). Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

**23. Agreement Term and Termination.**

**23.1.** Unless both Users and Company expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to info@thefreelancefirm.com. In the event User properly terminates this Agreement, User’s right to use the Site and Site Services is automatically revoked, and User’s Account will be closed. Company is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Project entered into between Users. If User attempts to terminate this Agreement while having one or more open Projects, User agrees (a) User hereby instructs Company to close any open contracts; (b) User will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) Company will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User; and (d) User will continue to be obligated to pay any amounts accrued

but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Company for any Site Services or such other amounts owed under the Terms of Service and to any Freelance Attorney for any Freelance Attorney Services. Without limiting Company's other rights or remedies, Company may, but is not obligated to, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke User's access to the Site and refuse to provide any or all Site Services to User if: (i) User breaches the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) Company suspects or becomes aware that User has provided false or misleading information to Company; or (iii) Company believes, in its sole discretion, that User's actions may cause legal liability for User, Company's Users, or Company or Company's Affiliates or Representatives; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If User's Account is temporarily or permanently closed, User may not use the Site under the same Account or a different Account or reregister under a new Account without Company's prior written consent. If User attempts to use the Site under a different Account, Company reserves the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by User to the extent permitted by applicable law. Users acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. Users therefore agree as follows: IF COMPANY DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, COMPANY HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT COMPANY WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.

**23.2. Return of all Confidential Information.** Upon expiration or termination of this Agreement for any reason, or at any other time upon Company's written request, you must within 5 days after such expiration or termination: (a) deliver to Company all hardware, software, tools, equipment, or other materials provided for your limited use by Company (including transferring access to applicable accounts that you maintained on Company's behalf); (b) deliver to Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information; (c) permanently erase all of the Confidential Information from your computer systems and internal hardcopy files; and (d) certify in writing to Company that you have complied with the requirements of this Section.

**23.3. Account Data on Closure.** Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which Company will have no liability whatsoever. Company, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

**23.4. Survival.** The terms and conditions of this clause and other applicable Sections of this Agreement will survive the expiration or termination of this Agreement.

## **24. Disputes.**

**24.1. Disputes among Users.** For disputes arising between Hiring Attorneys and Freelance Attorneys, you agree to abide by the dispute process that is explained in your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Company will not and is not obligated to provide any dispute assistance.

**24.2. Dispute between Company and Users.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute") rightfully relating to or involving Company will be resolved under the provisions of this Section that relate to Company. The procedures set forth in this Section will be the exclusive mechanism for resolving any Dispute that may arise from time to time, and this Section is an express condition precedent to litigation of the Dispute.

**24.2.1. Negotiation.** A User advancing a dispute will send written Notice (“Request to Negotiate”) to the other Party of any dispute. The Parties will first attempt in good faith to resolve any dispute set forth in the dispute Notice by negotiation and consultation between themselves, including not fewer than 2 in-person negotiation sessions attended by the authorized representatives of each Party. If the dispute is not resolved within 14 days after one Party delivers Notice of Request to Negotiate to the other Party, whether the negotiation sessions take place or not, either Party may, by written Notice to the other Party may initiate mediation proceedings as detailed below.

**24.2.2. Mediation.** Upon good faith attempt to negotiate the dispute, the Parties may submit the dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with one another in selecting a mediation service and will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

**24.2.3. Litigation as a Final Resort.** If the Parties cannot resolve the dispute for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any dispute surviving after the Parties have made good faith efforts to resolve the dispute, may be filed in a court of competent jurisdiction in accordance with the provisions of governing law set out in this Agreement.

**24.3. Waiver of Jury Trial and Class Action.** You agree that by using Site and 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.

**24.4. Confidentiality of Dispute Resolution.** Users agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the dispute resolution process set out in this Section by any of the parties, their agents, employees, experts and attorneys, and by the negotiator, mediator and any employees of the negotiation and mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving Users, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the dispute resolution set out in this Section.

## **25. Miscellaneous Provisions.**

**25.1. Governing Law and Venue.** Florida law governs this Agreement, as well as any claim, cause of action, or dispute that might arise between you and Company (“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 BROWARD COUNTY, FLORIDA. Any and all disputes arising out of this Agreement will be addressed exclusively through the courts in Broward County, Florida.

**25.2. Attorney’s Fees.** You agree to reimburse or indemnify Company for any and all legal fees and costs incurred as a result of a collections action or any dispute arising from fees owed for services provided to you by Company or any User(s), should Company prevail in any lawsuit, settlement, arbitration or mediation regarding such fees. In the event it becomes necessary to seek judicial remedies for any breach or threatened breach of this Agreement, the prevailing party will be entitled, in addition to all other remedies, to recover from the non-prevailing party all costs of such legal action, including reasonable attorney’s fees and costs, as well as any attorney’s fees and costs related to any appeal.

- 25.3. Voluntary Agreement.** You agree and acknowledge that you have had sufficient time to review, negotiate, consider and consult an attorney about this Agreement. You fully understand all provisions of the Agreement, and are voluntarily entering into this Agreement without coercion, undue influence, or based upon the reliance or representations of any other person or entity.
- 25.4. Entire Agreement.** This Agreement, together with any other documents incorporated by reference, related exhibits and schedules, constitutes the sole and entire agreement of the Parties, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 25.5. Notice.** All notices, requests, consents, claims, demands, waivers and other communications (each, a “Notice”) must be in writing and addressed to the Parties. All Notices must be delivered via *e-mail* (with confirmation of transmission). Company e-mail address may be updated in the future but can be readily found on Company’s website or various e-mail communications exchanged between the Parties. Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section. For purposes of this Agreement, notices and all other communications provided for in this Agreement will be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed such address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.
- 25.6. Equal Employment.** Company will not discriminate against any employee, applicant, or User because of race, age, color, religion, disability, sex or national origin. You acknowledge and agree that Company will have no control over the employment practices and relations of any Users.
- 25.7. Authorized Representative.** By executing this Agreement, Users affirm that they are authorized to enter into this Agreement, if doing so on behalf of a law firm, legal practice or other entity.
- 25.8. Agency.** You are not Company’s agent or representative and have no authority to bind or commit Company to any agreement or other obligations, including but not limited to Service Contracts.
- 25.9. Modifications; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party to the Agreement, and any terms of the Agreement may be waived, only by a written document signed by each party to Terms of Service or, in the case of waiver, by the party or parties waiving compliance.
- 25.9.1. WAIVER OF TRIAL BY JURY AND OF CLASS ACTION.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND TO CLASS ACTION IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (I) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF; OR (II) THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. THE PARTIES AGREE TO BRING ANY CLAIMS SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING.
- 25.10. Assignability.** You must not assign any rights, delegate or subcontract any obligations, under this Agreement without Company’s prior written consent. Any assignment in violation of the foregoing must be deemed null and void. Company may freely assign its rights and obligations under this Agreement at any time. Subject to

the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against Users and their respective successors and assigns.

- 25.11. Time.** You agree that time is of the essence in this Agreement.
- 25.12. Section Headings; Inconsistency.** The section headings used in this Agreement are included solely for convenience and will not affect, or be used in connection with, the interpretation of this Agreement. In the event that any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement will govern and control.
- 25.13. Injunctive Relief.** You acknowledge and agree that in the event of a breach or threatened breach of Terms of Service by you, Company will suffer irreparable harm and will be entitled to, among other forms of relief, injunctive relief to enforce Terms of Service.
- 25.14. Time Limitation.** Any cause of action by you against the Company, must be instituted within 90 days of the date upon which the alleged cause of action arises or be forever waived and barred.
- 25.15. Severability.** If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability must not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 25.16. Counterparts.** This Agreement may be executed in multiple counterparts, each of which is to be deemed a duplicate original and all of which together constitute one single agreement.
- 25.17. Electronic Signature.** You acknowledge and understand that registering with the Site, creating an account, or checking the box on Site referencing this Agreement constitutes a legal signature confirming that you, have reviewed and agree to all Terms contained in this Agreement. You agree that your electronic signature will be as valid as an original signature and will be effective to bind you to this Agreement. You agree that any electronically signed document (including this Agreement) will be deemed (a) to be “written” or “in writing,” (b) to have been signed, and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. You will not contest the admissibility of true and accurate copies of electronically signed documents (including this Agreement) on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.
- 25.18. Waiver.** Any failure on Company’s part to exercise or enforce any right or provision of the Terms of this Agreement does not constitute a waiver of any such right or provision. The failure of any User to exercise any right provided for herein will not be deemed a waiver of any further rights hereunder.
- 25.19. Force Majeure.** Neither Party will be liable for any failure to perform under this Agreement when such failure or delay in performance under this Agreement for a reasonable period is due to causes beyond that Party’s reasonable control, including, but not limited to, acts of state or governmental authorities, labor disturbances, acts of terrorism, natural catastrophe, fire, storm, hurricane, floods, unavoidable accidents, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, and prolonged shortage of energy.
- 25.20. Prevailing Language and Location.** The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.
- 25.21. Access to the Company Site Outside the United States.** Company makes no representations that the Site is appropriate or available for use outside of the United States.

**25.22. Consent to Use Electronic Records.** In connection with the Site Terms of Use, you may be entitled to receive certain records from Company or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Company Services, you give us permission to provide these records to you electronically instead of in paper form.

USER HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. BY ACCESSING AND USING SITE, USER AGREES TO FULLY ABIDE BY THE AGREEMENT'S TERMS AND CONDITIONS.