

LAW CLERK

TERMS OF SERVICE & PRIVACY POLICY

JANUARY 1, 2025

www.lawclerk.legal

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TERMS OF SERVICE & PRIVACY POLICY

January 1, 2025

This Terms of Service & Privacy Policy (the “**Agreement**”) governs your access to and use of LAWCLERK’s website (www.lawclerk.legal), all subpages, subdomains, mobile applications, and all content, services, and products available at or through the website and mobile applications (collectively, the “**Site**” and the services offered by LAWCLERK, the “**Services**”). By registering for an account, signing into your account, accessing the Site, or using the Site in any way, you are agreeing to be contractually bound by the terms and conditions herein. Do not access or use the site if you are unwilling or unable to be bound by these terms.

You should read this Agreement carefully because you are contractually agreeing not to violate any of the terms. Because it is such an important contract between us and you, our Users, we have tried to make it as clear and user-friendly as possible. Please note that defined terms are set forth in Section 27.

1. LAWCLERK’s Solutions: Flat Fee Projects, Hourly Engagements & Subscriptions.

LAWCLERK is a marketplace, providing an online platform for attorneys to find and connect with each other to get work done. LAWCLERK offers the following solutions to facilitate attorneys working together on an independent contractor basis:

1. Flat Fee Projects: Allowing Hiring Attorneys and Remote Associates to work together on discrete projects paid on a flat fee basis. Exs. Discrete pleadings, research projects, contracts, etc.

2. Hourly Associates: Allowing Hiring Attorneys and Remote Associates to work together on an on-going basis, payable by the hour. Exs. trial preparation, merger due diligence, on-going motion practice, part-time associate on a case, etc.

3. Subscription Associates: Allowing Hiring Attorneys and Remote Associates to establish a longer-term relationship, committing to working together for between 30 and 160 hours per four weeks, with a deeper integration into the Hiring Attorney’s firm and caseload.

4. Subscription Associate Plus: Allowing Hiring Attorneys and Remote Associates to establish a deeper Subscription Associate relationship, contemplating that the Remote Associate may interact with the Hiring Attorney’s clients, handle depositions, and/or go to court. In order to utilize Subscription Associate Plus, the Hiring Attorney must add the Remote Associate to the firm’s professional liability insurance and provide a copy of the insurance to LAWCLERK.

5. Teams: Through the Teams feature, Hiring Attorneys can build teams of Remote Associates that they can then invite to do work, such as a Commercial Litigation Team; Appellate Team; E-Discovery Team. Once a Hiring Attorney and a Remote Associate have worked together, the Remote Associate will also be included in a team called “Your Prior Remote Associates” so that they can easily be invited to do work in the future. Many users treat Teams as a “favorites” tool.

6. Custom Solutions: LAWCLERK also offers custom fixed or hourly solutions in which we scope project requirements and manage deadline driven engagements end to end.

7. Integrations: LAWCLERK has integrated with various practice management software. While each integration varies, in most cases, these integrations allow users to seamlessly share documents between LAWCLERK and their practice management software. They also allow the Remote Associate’s time to autopopulate into your practice management software for ease of billing your clients for the Remote Associate’s services.

2. **Flat-Fee Projects.**

2.1 Overview of How Flat Fee Projects Work. The Hiring Attorney may post a discrete assignment (called a “**project**”) to the Site, which post will include, among other information, a description of the work needed, the deadlines for initial and final drafts, and the flat fee price for the project. Remote Associates may apply to the project and when they apply, their profile will be presented to the Hiring Attorney. The Hiring Attorney will select their preferred applicant. Once selected, the Remote Associate will review conflicts. If there are no conflicts, the project will move into “in process,” at which point, the Hiring Attorney and Remote Associate will be provided a document library to share documents, a chat feature, a video conference feature, and an ability to log time, all to facilitate completion of the project. Hiring Attorneys may also invite Remote Associates on their teams to projects or invite Remote Associates to apply from the Directory.

2.2 Hiring Attorney Payment of Flat Fee Projects. When a Hiring Attorney selects a Remote Associate for a flat fee project and that Remote Associate clears conflicts, the Hiring Attorney’s credit card is charged the flat fee project price. Hiring Attorneys must provide their credit card information prior to selecting a Remote Associate for their flat fee project, which is accomplished in the “Manage Payments” section of the Hiring Attorney’s dashboard. By posting a flat fee project on the Site, you are granting LAWCLERK permission, and irrevocably authorize and instruct LAWCLERK, directly or through a third-party payment processing company, to charge the flat fee project price to your credit card.

2.3 Remote Associate Payment for Flat Fee Projects. As the Remote Associate, upon timely completion of the project, you will be paid the flat fee project price presented to you when you applied for the project or when you accepted a scope change increasing the project price.

Payment will be made directly to the bank account you provide in the “Manage Payment” section of your Remote Associate dashboard.

Payment will be tendered upon the latter of: (i) the Hiring Attorney’s acceptance of the final submission uploaded within the project dashboard on the Site; and (ii) 8 days after the final submission of the project and the Hiring Attorney has neither accepted the project nor disputed the project. Please note that depending upon your bank, it may take two to three days after payment is tendered for the funds to appear in your bank account.

2.4 Rules Governing the Use of Remote Associates for Project Work. For each project, the Hiring Attorney must affirm that they are in good-standing, agree to fully comply with LAWCLERK’s Terms of Service, including the following rules regarding the use of LAWCLERK’s services for projects:

1. I shall have sole professional responsibility for the work product of the Remote Associate.
2. I will supervise the Remote Associate’s performance of services on the assigned project to ensure compliance with the applicable Rules of Professional Conduct.
3. I will establish and maintain the relationship with my client.
4. Except as permitted by the applicable Rules of Professional Conduct, the Remote Associate shall not have contact with my client, opposing counsel, witnesses, or other persons potentially involved in the project.
5. The Remote Associate shall not appear in court or any other judicial or administrative body on behalf of my client.

6. I will not ask or otherwise cause the Remote Associate to sign or file any documents with any court or administrative body.
7. If required by my engagement agreement with my client or applicable law, I have obtained my client's consent to utilize the services of a Remote Associate.
8. I have sole responsibility for determining the fee charged to my client for legal services. The Remote Associate shall not have any involvement in determining the fee I charge my client for the Remote Associate's services.
9. All payments for the Remote Associate's services shall be completed through www.lawclerk.legal.

2.5 LAWCLERK Service Fee for Flat Fee Projects. LAWCLERK does not provide legal services and does not charge for legal services. In exchange for providing the Site and Services, LAWCLERK is paid 28% of the flat fee project price upon completion of the project.

3. *Hourly Engagements.*

3.1 Overview of How Hourly Associate Engagements Work. The Hiring Attorney may post an hourly engagement on the Site, which post will include, among other information, a detailed description of the work needed, the length of engagement (in months), the monthly expectation of hours (ex. 20-40 hours/month), the anticipated maximum hours needed per week, and the hourly rate. Remote Associates may apply to the engagement and when they apply, their profile will be presented to the Hiring Attorney. The Hiring Attorney has the option to interview the applicants via LAWCLERK's chat and video conference features. Once a Remote Associate is selected, hourly engagement will move into "in process" at which point the Hiring Attorney and Remote Associate will be provided a dashboard in which matters can be created, documents exchanged, the parties can chat and video conference, and time can be recorded, all to facilitate their working relationship. Hiring Attorneys may also invite Remote Associates on their teams or from the Directory to hourly engagements.

3.2 Creating Separate Matters. LAWCLERK recommends creating separate matters for each client or each case within your hourly dashboard. Each matter will have a separate document library and a separate chat. Additionally, the Remote Associate's time will reference the specific matter name for ease of billing clients.

3.3 Timing of Payment for Hourly Associate Engagements. Hourly associate engagements function similar to an evergreen Retainer. Once a selected Remote Associate has cleared conflicts and is ready to begin an hourly engagement. LAWCLERK will charge the Hiring Attorney's credit card a Retainer calculated as the greater of: (i) \$1,000; or (ii) the set hourly rate multiplied by the maximum hours per week set by the Hiring Attorney when posting this engagement to the Site (the "**Retainer**"). This Retainer will be used to compensate the Remote Associate for the hours they work.

On Monday morning, the Hiring Attorney and Remote Associate will be provided with a copy of the Remote Associate's logged time for the prior week, which will be sent by email. However, you can always access the Remote Associate's logged time within the hourly dashboard on the Site. The Hiring Attorney will be provided until 12 p.m. Pacific on Friday of the same week to review the Remote Associate's logged time. Unless a Dispute is submitted pursuant to Section 11 below by Friday at 12 p.m. Pacific, the Hiring Attorney will be deemed to have approved all undisputed amounts and authorized LAWCLERK to: (i) pay the Remote Associate from the Retainer on the following Monday; and (ii) to charge the Hiring Attorney's credit card to replenish the Retainer.

Payments to Remote Associates will be paid by direct deposit. LAWCLERK will initiate payments on Mondays or the first business day after a holiday, which, depending on the financial institution's regulations, may take several days to be available in the Remote Associate's account.

The following chart provides a graphical depiction of the timeline for payment by the Hiring Attorney and to the Remote Associate.

WEEK 1		WEEK 2		
<i>Mon - Sat</i>	<i>Sunday</i>	<i>Monday</i>	<i>Friday</i>	<i>Sunday</i>
HA's credit card is charged the initial Retainer	RA's hours must be logged on the Site for week 1	RA's logged hours for week 1 are emailed to the HA and RA	Deadline for HA to complete review of RA's hours from week 1	RA's hours must be logged on the Site for week 2

WEEK 3			WEEK 4		
<i>Monday</i>	<i>Friday</i>	<i>Sunday</i>	<i>Monday</i>	<i>Friday</i>	<i>Sunday</i>
1. RA is paid for week 1's hours from the Retainer 2. HA's credit card is charged to replenish the Retainer 3. Week 2's logged hours are emailed to the HA and RA	Deadline for HA to complete review of RA's logged hours from week 2	RA's hours must be logged on the Site for week 3	1. RA is paid for week 2's hours from the Retainer 2. HA's credit card is charged to replenish the Retainer 3. Week 3's logged hours are emailed to the HA and RA	Deadline for HA to complete review of RA's logged hours from week 3	RA's hours must be logged on the Site for week 4

While it is uncommon, when a credit card charge fails due to expiration or otherwise, LAWCLERK will try to process the payment the following day. If the payment does not clear on the second attempt, LAWCLERK will notify the Hiring Attorney and seek to resolve the issue with the Hiring Attorney. If the payment does not clear on the third day, LAWCLERK will notify the Hiring Attorney and the Remote Associate to cease work until the payment issue is resolved.

3.4 Remote Associates Must Log Their Hours Each Week. Remote Associates must contemporaneously (not less than daily) record their time within the “Time Records” feature of the hourly dashboard. Each time entry must include the date the service is rendered, the hours worked, and a reasonable description of the work performed.

LAWCLERK pulls the time logged at midnight on Sunday in order to circulate the hours and tender payment to Remote Associates. As such, Remote Associates will only be paid for the hours that are logged in the “Time Records” feature within LAWCLERK’s hourly dashboard prior to 11:59 p.m. Pacific on Sunday.

Please note that Remote Associates cannot alter, add, or modify time after 11:59 p.m. Pacific on Sunday night.

By logging time on the Site, and allowing a timecard to be created based on the time recorded, the Remote Associate represents and warrants that the Remote Associate has completed the assigned work fully and satisfactorily and the logged hours are true, accurate, and complete.

3.5 Exceeding the Maximum Hours Per Week. For each hourly engagement, the Hiring Attorney has set the maximum hours per week. If the Remote Associate intends to exceed the maximum hour per week, the Remote Associate must obtain approval from the Hiring Attorney for any such additional hours (the “**Overtime**”). The Hiring Attorney will receive two emails notifying them that the Remote Associate logged over the max weekly hours. An email will be sent when the Remote Associate initially logs additional time, and a second email will be sent after 11:59 PST Sunday to approve the hours from the previous week. This can be done by logging into the Hiring Attorney’s dashboard and either approving the Overtime or requesting revision to the hours. On a case-by-case basis written approval can be provided by email or by chat message in the hourly engagement dashboard and in either case, must be sent to VAbilling@lawclerk.legal. It is the Remote Associate’s responsibility to obtain approval of the Overtime and to submit it to VAbilling@lawclerk.legal, if not approved already through the dashboard. **Only approved Overtime will be paid. Remote Associates cannot initiate a Dispute for payment of unauthorized Overtime.**

3.6 Closing an Hourly Associate Engagement and Refund of Retainer. The process for closing an hourly engagement is initiated by emailing VAbilling@lawclerk.legal and requesting that the hourly engagement be closed. **The Remote Associate must be cc-ed (carbon copied) on the email** to VAbilling@lawclerk.legal requesting to close the hourly engagement. The email must clearly state: (i) the date the Remote Associate should stop working; and (ii) the election for the treatment of the remaining Retainer (if any) after the final payment to the Remote Associate, which includes: (a) refunding any remaining Retainer balance to the Hiring Attorney’s credit card; or (b) issuing a credit for future use that can be used for any product within LAWCLERK.

Upon an hourly engagement being closed, the Hiring Attorney will retain access to all of the documents in the document libraries and the chat messages, but will not be able to continue chatting with the Remote Associate. The Remote Associate will not be able to access the documents in the document libraries or continue to chat after an hourly engagement is closed.

After an hourly engagement is closed and the Remote Associate has received payment for the hours worked (which payment will be made on the Monday after the Dispute Period has passed as set forth above), any remaining balance of the Retainer will, at the Hiring Attorney’s election, be: (i) refunded to the Hiring Attorney’s credit card; or (ii) a credit will be issued that can be used in the future for any product within LAWCLERK.

If the Retainer has been depleted at the closure of the hourly engagement, the Hiring Attorney hereby expressly consents to a final credit card charge to pay for any hours logged by the Remote

Associate while the hourly engagement was in process that exceed the remaining balance of the Retainer.

3.7 Rules for Working with Remote Associates on Hourly Engagements. For each hourly engagement, the Hiring Attorney must affirm that they are in good-standing, agree to fully comply with LAWCLERK's Terms of Service, including the following rules regarding the use of LAWCLERK's Services for hourly engagements:

1. I shall have sole professional responsibility for the work product of the Remote Associate.
2. I will supervise the Remote Associate's performance of service to ensure compliance with all applicable rules of professional conduct.
3. I will establish and maintain the relationship with my client.
4. I have sole responsibility for determining the fee charged to my client for legal services. The Remote Associate shall not have any involvement in determining the fee I charge my client for the Remote Associate's services.
5. If required by my engagement agreement with my client or applicable law, I have obtained my client's consent to utilize the services of a Remote Associate.
6. I will comply with all applicable rules of professional conduct, including my jurisdiction's application of Model Rules 5.3 and 5.5, when asking a Remote Associate to communicate with my clients or opposing counsel, to appear in court or other judicial or administrative proceeding, or to otherwise engage in the practice of law.
7. All payments for the Remote Associate's services shall be completed through www.lawclerk.legal.

3.8 LAWCLERK Service Fee for Hourly Engagements. LAWCLERK does not provide legal services and does not charge for legal services. In exchange for providing the Site and Services, LAWCLERK is paid 30% of the hourly rate paid by the Hiring Attorney.

3.9 Communication Between Remote Associates and Hiring Attorneys. Communication is critical to a productive working relationship. As such, by posting work or accepting work, you agree to proactively call, chat, video conference, email, or otherwise communicate with the other person(s) regarding the work, including without limitation:

- Establishing clear and unambiguous deadlines and the ability to meet such deadlines;
- The scope of work and anticipated hours required;
- Expectations regarding the work, including the work product to be delivered;
- Preferred communication styles; and
- Any information, documents, or other materials needed to timely and successfully complete the work.

4. Subscriptions.

4.1 Overview of How Subscriptions Work. Through the subscription program, Hiring Attorneys can engage Remote Associates on a long-term basis for a minimum of 30 hours per four weeks (up to full-time) with a deeper integration into the firm and caseload. Think of subscriptions

as hiring a quarter of an associate (40 hrs/mo), half an associate (80 hrs/mo), or three quarters of an associate (120 hrs/mo). The Hiring Attorney establishes the hourly rate and number of hours (the “**Committed Hours**”) they need on a recurring basis, the Remote Associates will apply to the Hiring Attorney, and the Hiring Attorney may interview candidates and will select the Remote Associate they want to work with.

The subscription program also allows Hiring Attorneys to hire Remote Associates for subscriptions that we call “**Associate Plus.**” Remote Attorneys hired for Associate Plus engagements will be expected to interact with the Hiring Attorney’s clients, handle depositions, and/or go to court. If the Hiring Attorney intends to utilize the Remote Associate as an Associate Plus, then the subscription engagement must be posted as an Associate Plus engagement and the Hiring Attorney is required to add the selected Remote Associate to their professional liability policy, as well as provide a copy of the policy showing coverage of the Remote Associate to LAWCLERK.

The Hiring Attorney and Remote Associate must execute separate agreements before the subscription begins. The following provides an overview of the primary terms.

4.2 Subscription Term. Subscriptions operate in four-week cycles, renewing every twenty-eight days until terminated on at least fourteen days’ notice (the “**4-week Cycle**”).

4.3 Payment for Subscriptions. The total fee paid by the Hiring Attorney is the hourly rate multiplied by the Committed Hours. Example $\$100/\text{hr} \times 60 \text{ hrs}/4 \text{ weeks} = \$6,000$. This fee is billed in two equal installments, with the first installment being charged to the Hiring Attorney’s credit card concurrent with the execution of the subscription agreement and the second installment charged fourteen days after the start date of the subscription, with the subsequent installment payments charged every fourteen days.

On Monday morning, the Hiring Attorney and Remote Associate will be provided with a copy of the Remote Associate’s logged time for the prior week, which will be sent by email. However, you can always access the Remote Associate’s logged time within the subscription dashboard on the Site.

Remote Associates are paid weekly for subscriptions. On Monday or the second business day after a holiday, the Remote Associate will be paid for their hours logged in the prior week. Payments to Remote Associates will be paid through their payment method set up through our payment processor. LAWCLERK will initiate payments on Monday, which, depending on the financial institution’s regulations, may take several days to be available in the Remote Associate’s account.

4.4 Rollover Hours. It is the Hiring Attorney’s responsibility to assign sufficient work to the Remote Associate to use the full Committed Hours. However, up to 25% of the hours may be rolled-over for use in future 4-week Cycles. For example, if the Committed Hours are 40 and the Remote Associate logs 29 hours in a 4-week Cycle, 10 hours (25% of 40 = 10) would rollover to the next 4-week Cycle, bringing the available hours for the next 4-week Cycle to 50 hours. Note that rollover hours are capped at the same number as the Committed Hours (the “**Rollover Cap**”). Once the Rollover Cap is reached, no additional hours will roll forward until some of the rollover hours are used. For example, if the Committed Hours are 40 hours, the Rollover Cap will be 40 hours as well. **At the conclusion of the subscription, the Hiring Attorney may request a credit of no greater than the unused rollover hours to be used toward another LAWCLERK product in the future by contacting their Dedicated LAWCLERK Advisor or by sending a written request to VAbilling@lawclerk.legal.**

4.5 Remote Associate’s Must Log Their Hours Each Week. Remote Associates must contemporaneously (not less than daily) record their time within the “Time Records” feature of the subscription dashboard. Each time entry must include the date the service is rendered, the hours

worked, and a reasonable description of the work performed.

LAWCLERK pulls the time logged at midnight on Sunday in order to circulate the hours and tender payment to Remote Associates. As such, Remote Associates will only be paid for the hours that are logged in the “Time Records” feature within LAWCLERK hourly dashboard prior to 11:59 p.m. Pacific on Sunday.

Please note that Remote Associates cannot alter, add, or modify time after 11:59 p.m. Pacific on Sunday night.

By logging time on the Site, and allowing a timecard to be created based on the time recorded, the Remote Associate represents and warrants that the Remote Associate has completed the assigned work fully and satisfactorily and the logged hours are true, accurate, and complete.

4.6 Exceeding the Maximum Hours Per Cycle. At the end of the 4-week cycle, the Hiring Attorney will get an email to approve the hours, or request modifications of the hours. It is the Remote Associate’s responsibility to obtain approval of the Overtime before commencing Overtime work. All Overtime hours will be paid at the end of the 4-week cycle once approved and any applicable Overtime rate. Only approved Overtime will be paid. If approval for Overtime has not been received, the Committed Hours will be paid; however, the Overtime will not be paid unless and until approval has been received. When the Hiring Attorney approves the Overtime, the Remote Associate will automatically be paid for the Overtime at the end of the cycle. If the Hiring Attorney declines the Overtime hours, no payment will be made. If modification of the hours is requested, LAWCLERK will assist with the adjustment. **Only approved Overtime will be paid. Remote Associates cannot initiate a Dispute for payment of unauthorized Overtime.**

4.7 LAWCLERK Service Fee for Subscriptions. LAWCLERK does not provide legal services and does not charge for legal services. In exchange for providing the Site and Services, LAWCLERK is paid 30% of the hourly rate paid by the Hiring Attorney for the subscription.

4.8 Communication Between Remote Associates and Hiring Attorneys. Communication is critical to a productive working relationship. For any subscription, you agree to proactively call, chat, video conference, email, or otherwise communicate with the other person(s) regarding the work, including without limitation:

- Establishing clear and unambiguous deadlines and the ability to meet such deadlines;
- The scope of work and anticipated hours required;
- Expectations regarding the work, including the work product to be delivered;
- Preferred communication styles; and
- Any information, documents, or other materials needed to timely and successfully complete the work.

5. Account Registration. You must register as a Hiring Attorney or a Remote Associate to have full access and use of the Site and Services. Your account registration is subject to review and approval by LAWCLERK. LAWCLERK endeavors to complete account verifications within 12 business hours after the registration is submitted.

To have a Hiring Attorney account, you must agree that you are using the Site solely for business purposes and be either: (i) a lawyer duly admitted to, and in good standing, with one or more state bars; or (ii) an employee of a law firm and acting at the direction of, and under the supervision of, one or more lawyers duly admitted to, and in good standing, with one or more state bars.

To have a Remote Associate account with LAWCLERK, you must be an attorney duly admitted to one or more state bars and be in good standing with all such state bars; provided, however, that LAWCLERK, in its sole and absolute discretion, may approve a Remote Associate account for a Remote Associate previously admitted to one or more state bars and never suspended or disbarred that allowed their license to lapse due to retirement, family commitments, or other permissible reasons. You agree that you are using the Site solely for business purposes.

LAWCLERK reserves the right to refuse, suspend, or revoke your access to the Site including for violating these terms or for any other reason, or for no reason, all in LAWCLERK's sole discretion. You may not access or use the Site if we have previously removed you from the Site.

5.1 Your Account Profile. To use our Site, you must complete a User profile ("**Profile**"), which you consent to be shown to other Users and, unless you change your privacy settings in your profile, to be shown to the public. Remote Associates will have three opt-in options: inclusion in the Directory, inclusion in the Directory plus internal emails to highlight your Profile to Hiring Attorneys ("**Candidates to Consider**"), and external marketing emails and materials. Before you are able to apply for work, you must complete your full Profile. You agree to provide accurate and complete information on your Profile and you agree to keep that information current. You agree not to provide any false or misleading information about your identity, skills, or experience and to keep all such information current. We reserve the right to suspend or terminate the account, or access to our Site, of anyone who provides false, inaccurate, or incomplete information in creating, marketing, or maintaining a Profile or an account.

5.2 Identification and Verification. When you register for an account and periodically 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 experience, and your standing with state bars. You authorize LAWCLERK, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about you, which includes providing official government or legal documents, and cooperating with other reasonable requests we make to verify your identity and standing as an attorney. During verification, your account may be temporarily limited but will be restored if verification is successfully completed.

6. LAWCLERK's Directory. LAWCLERK provides a Remote Associate Directory where Hiring Attorneys can search for Remote Associates with specific credentials and invite Remote Associates to work on projects, hourly engagements, and subscriptions. The Directory is not a complete list of all Remote Associates seeking work through LAWCLERK; rather, the Directory only includes Remote Associates that have opted to participate in our Directory. Hiring Attorneys may search for Remote Associates by jurisdiction or practice area, among other things, to review detailed profiles for each Remote Associate, which includes their areas of expertise, contact information, educational background, professional affiliations, work product samples, and platform reviews and ratings.

To be included in the Directory, Remote Associates will have the opportunity to opt in to either be included in the Directory only or to be included in the Directory plus internal emails to highlight their Profile to Hiring Attorneys to increase the likelihood of being invited to jobs.

7. Buy-Out Fee to Work Together Outside the Site. Should a Hiring Attorney wish to hire a Remote Associate as a direct employee (verse working together through LAWCLERK) (we call this a "**Buyout**"), the Hiring Attorney must pay a fee to LAWCLERK (the "**Buyout Fee**"). The Buyout Fee varies depending on your past working relationship with LAWCLERK, as described more fully below.

- **For Direct Hires that Have Not Worked Together Through LAWCLERK:**

An attorney or firm that joins the LAWCLERK platform can access the network of freelance lawyers on the Site. If the Hiring Attorney or firm would like to use LAWCLERK to find a freelance lawyer to hire outside of LAWCLERK, the one-time Buyout Fee is \$15,000.

- **For Flat-Fee Project Engagements:**

For a Hiring Attorney or firm has engaged a Remote Associate solely for project work and now seeks to Buyout that Remote Associate, the Buyout Fee is \$15,000.

Of the \$15,000 fee, 50% (\$7,500) of any fees paid will be credited to your LAWCLERK account, which credit can be used on the platform later. This is generally equivalent to 60 hours of work. Credits accumulated for a Buyout Fee **will expire 1 year after the Buyout Fee is paid in full.**

- **For Hourly and Subscription Engagements:**

For a Hiring Attorney or firm that has engaged a Remote Associate for an hourly and/or subscription engagement, the Buyout Fee varies depending on the length of the prior engagement. Where the Remote Associate worked ***consistently with the firm for at least 30 hours per month on average***, the Buyout Fee is calculated as follows:

- If the hourly or subscription engagement has been ongoing for 1-6 months, the Buyout Fee is \$15,000.
- If the hourly or subscription engagement has been ongoing for 7-12 months, the Buyout Fee is \$10,000.
- If the hourly or subscription engagement has been ongoing for 12 or more months, the Buyout Fee is \$7,500.

Of the Buyout Fees listed above, 50% of any fees paid will be credited to your LAWCLERK account and can be used for future services on LAWCLERK. This is generally equivalent to 60 hours of work. Credits accumulated for a Buyout Fee can be used when they are available and ***will expire 1 year after the Buyout Fee is paid in full.***

For example, if a Hiring Attorney or firm works with a Remote Associate for an average of 40 hours per month for 9 months, the Buyout Fee would be \$10,000 with a credit of \$5,000 that could be utilized for future services on LAWCLERK once the Buyout Fee is paid in full.

For engagements in which a Remote Associate has not consistently logged time during the length of their engagement or the Remote Associate has completed less than an average of 30 hours per month, the Buyout Fee would be \$15,000.

- **Buy-Out Process and Payments:**

The Buyout Fee may be paid over a period of up to 6 months upon request. This will be a monthly payment date that is predetermined by the Hiring Attorney. For example, if a Buyout Fee equates to \$15,000 and the Hiring Attorney would like to make payments over the course of 5 months, then the payments would be \$3,000/month and would be paid by credit card charge each month. There would be \$1,500 in available credit each month that may be utilized for future services on LAWCLERK.

8. *Non-Circumvention; Liquidated Damages for Working Together Outside the Site Without LAWCLERK Approval.* Other than the Buyout described in the paragraphs above, You acknowledge that LAWCLERK has, and continues to invest, substantial resources and effort

to build and operate the Site and provide the Services. You, on behalf of yourself and your firm, companies, affiliates, or any other entity in which you hold an interest, acknowledge and commit not to circumvent or attempt to circumvent LAWCLERK or this Agreement, or in any way procure legal services from a Remote Associate (in their individual capacity or as part of a firm or company) outside of the Site without LAWCLERK's prior written consent. You acknowledge that the circumvention described above would damage LAWCLERK, and You expressly agree that damages for breach will be measured as the greater of: (a) 30% of the Remote Associate's annual salary (subject to a true-up after 12 months) in the event of full or part-time employment; or (b) \$15,000. You acknowledge and agree that the Hiring Attorney and Remote Associate are jointly and severally liable for this payment.

You and LAWCLERK hereby acknowledge and agree that the sums payable under this Section constitute liquidated damages and not penalties and are in addition to all other rights of LAWCLERK under this Agreement. You and LAWCLERK further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate; (ii) the amounts specified in this Section bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with circumvention of the Site; (iii) one of the reasons for the amounts set forth in this Section is the uncertainty and cost of litigation regarding the question of actual damages; and (iv) you and LAWCLERK are sophisticated parties and this Agreement is an arm's length agreement.

9. Remote Associates Are Independent Contractors. Remote Associates are independent contractors, and not employees of LAWCLERK or the Hiring Attorney. Remote Associates have sole responsibility for providing their own computer, printer, research tools, software, and other tools and materials necessary to perform the required services. Remote Associates are free to perform services for other Hiring Attorneys and third parties, which services are solely within the discretion of the Remote Associate.

10. Issuance of IRS Form 1099s. In January, LAWCLERK, or its third-party payment processor, will issue IRS Form 1099s to applicable Remote Associates for the services rendered through the Site for the preceding year. Remote Associates are obligated to ensure that their mailing and email addresses are correct in their profiles to ensure timely receipt of the IRS Form 1099.

11. Dispute Resolution. By accessing the Site or using the Services, you agree that either a Hiring Attorney or a Remote Associate may initiate a Dispute (a "**Dispute**") that will be reviewed by LAWCLERK's Disputes Team, which includes a licensed attorney, who will adjudicate the Dispute and determine how the Dispute will be resolved. You agree that LAWCLERK's decision is a final, binding, and not appealable determination of the Dispute and agree to be bound by the determination.

By accessing the Site or using the Services, you agree that when a Dispute is initiated by either Hiring Attorney or a Remote Associate, you will provide your full cooperation to LAWCLERK and will promptly respond to all requests for information or documents. You acknowledge and agree that a failure to fully cooperate with LAWCLERK may result in your Dispute being rejected or a determination of the Dispute that is adverse to you.

11.1 Dispute Resolution for Flat Fee Projects. A Dispute of a flat fee project may solely be initiated through the Site. A Dispute may not be submitted after the project has been accepted and/or payment has been disbursed to the Remote Associate.

LAWCLERK shall have the sole and absolute discretion to decide the Dispute. LAWCLERK may decide entirely in favor of either the Remote Associate or the Hiring Attorney or may decide that

an appropriate result is to require a partial payment to the Remote Associate or a partial refund to the Hiring Attorney.

LAWCLERK shall make a final determination in its sole and absolute discretion as to how the Dispute will be resolved based upon the information provided by the Hiring Attorney and the Remote Associate that are party to the Dispute, taking into consideration: (i) the clarity of the description of the project posted by the Hiring Attorney; (ii) whether the nature and quality of the Remote Associate's services rendered in connection with the flat fee project were consistent with industry standards; (iii) whether the initial and final deadlines were met; (iv) if a scope change is requested, the extent and nature of the scope change; (v) if revisions are requested by the Hiring Attorney, the extent and nature of the requested revisions; (vi) whether the parties to the Dispute have complied with this Agreement; and (vii) any other applicable fact or consideration that may be relevant to LAWCLERK's determination of the Dispute.

Because deadlines are incredibly important, unless a Remote Associate can establish that the Remote Associate was unable to timely complete a flat fee project due to the Hiring Attorney's inaction or lack of information from the Hiring Attorney, a Dispute based on a missed deadline will be resolved in favor of the Hiring Attorney with no payment to the Remote Associate.

If a Dispute is submitted as a result of a Quality of Work issue for a written work product, the Hiring Attorney must provide a redlined copy of the Remote Associate's work product addressing all issues with the work that should be reviewed by the Disputes Team. A copy of the final work product of the Hiring Attorney or someone else hired to complete the work should also be provided, if applicable. If a redlined copy is not available, the Hiring Attorney may submit a copy of Remote Associate's work product, along with Hiring Attorney's final work product for comparison. However, if the Hiring Attorney submits the latter, the Hiring Attorney must, at a minimum, provide context as to the specific issues in dispute. Failure to provide supporting documentation and information will result in an automatic rejection of the Dispute.

Payment to the Remote Associate will be held until LAWCLERK renders a decision on a flat fee project Dispute.

11.2. Dispute Resolution for Hourly Associate Engagements and Subscriptions. On Monday morning, the Hiring Attorney and Remote Associate will be provided with a copy of the Remote Associate's logged time for the prior week (Monday through Sunday), which will be sent by email. The Hiring Attorney will be provided until 12 p.m. Pacific of the Friday of the same week to review the Remote Associate's logged time and issue a Dispute (the "**Dispute Period**"). It is the Hiring Attorney's responsibility to review the Remote Associate's time on a weekly basis and to submit any Dispute during the Dispute Period. **Once the Dispute Period expires, the Hiring Attorney is deemed to have accepted the Remote Associate's logged time and is precluded from disputing the time.**

11.3 Consensual Resolution of Disputes. Hiring Attorneys and Remote Associates are encouraged to resolve disputes between themselves. Consensual solutions may include, but are not limited to: (i) revisions to the work product for which no additional hours are logged; (ii) an agreement that the Remote Associate will work and not bill for a set number of hours the following week; or (iii) an agreement to reduce the hours billed by the Remote Associate for the prior week.

If there is an agreement to reduce the number of hours billed in the prior week, written notice must be provided to VAbilling@lawclerk.legal **before** the Dispute Period ends to allow LAWCLERK to alter the amount paid to the Remote Associate. The notice of resolution to VAbilling@lawclerk.legal should state in the subject line "Hourly engagement Dispute resolved" or "subscription Dispute resolved." The body of the email must include the Hiring Attorney's name, the Remote Associate's name, the agreement reached, and any other pertinent terms. **Both the Hiring Attorney and the**

Remote Associate must be included on the email either as the sender or the cc (carbon copy).

11.4 LAWCLERK's Dispute Process. For hourly engagements and subscriptions, LAWCLERK can only address Disputes regarding the number of hours logged or missed deadlines. LAWCLERK will not and cannot address any disagreements pertaining to the quality of the Remote Associate's work or services. The following are examples of hourly associate and subscription disputes that will be rejected: (i) the Remote Associate logged 15 hours for a motion to dismiss and the Hiring Attorney thinks the quality of the motion only justifies logging 10 hours; or (ii) the Hiring Attorney believes the Remote Associate's work is equivalent to a third-year attorney, but expected tenth year attorney level work.

If the Hiring Attorney has an issue with the Remote Associate's work product, the Hiring Attorney must discuss the issue with the Remote Associate and resolve the Dispute between themselves. The suggested consensual resolutions in the paragraphs above are also available for work product issues.

If the Hiring Attorney and the Remote Associate are unable to consensually resolve a Dispute regarding the hours logged in the prior week, the Hiring Attorney must submit a Dispute within the Dispute Period by sending an email to Disputes@lawclerk.legal with the subject line "Dispute of Hourly Associate Engagement" or "Subscription Dispute." The body of the email must include the Hiring Attorney's name, the Remote Associate's name, a detailed description of the Dispute, the Hiring Attorney's proposed resolution, and any other pertinent information. ***Both the Hiring Attorney and the Remote Associate must be included on the email either as the sender or the cc (carbon copy). If the Hiring Attorney wants the Remote Associate to stop working until the Dispute is resolved, the Hiring Attorney must also provide such direction in the email to disputes@lawclerk.legal with the Remote Associate cc-ed.***

The following are examples of hourly associate and subscription Disputes that will, subject to unusual circumstances, be resolved in favor of the Hiring Attorney: (i) the Remote Associate billed hours without providing the work product by a deadline clearly set by the Hiring Attorney in writing and without follow-up or communication from the Remote Associate about the work or the deadline; or (ii) the Remote Associate billed hours and then failed to provide work or respond to the Hiring Attorney for multiple days when the engagement contemplated consistent communication.

If the Remote Associate rejects the Hiring Attorney's proposed solution, then LAWCLERK will review the Dispute, contact (as appropriate) the Remote Associate and Hiring Attorney to obtain any necessary documents or information, and render a determination within five business days after all required and requested information has been submitted to LAWCLERK's Disputes Team. Communicating with your Dedicated LAWCLERK Advisor or other members of LAWCLERK about the Dispute will not trigger the five-business day period. The five business days will ONLY begin once the Disputes Team has been provided everything needed and requested to review the dispute. No payment will be tendered to the Remote Associate until the Dispute is resolved. LAWCLERK's determination of the Dispute will be sent via email to the Hiring Attorney and Remote Associate and is final, binding, and not appealable. The Disputes Team serves as a neutral, third-party arbiter in the Dispute process; therefore, any requests or attempts to communicate directly with any member of the Disputes Team will be denied. If the Disputes Team needs anything from either party, a member of the team will reach out directly.

To the extent applicable, payment to the Remote Associate will be tendered, and the Hiring Attorney's Retainer will be replenished, within three business days after resolution of the Dispute. Failure to adhere to these Dispute process terms, including but not limited to, attempts to interfere with the process, threats, or unprofessional behavior may result in your probation or removal from the platform.

12. Use of AI Tools. On our Site, we respect the autonomy of our Users and their prerogative to utilize artificial intelligence tools (“*AI tools*”) to facilitate completion of their work product. However, all use of AI tools must comply with all applicable rules of professional conduct and the formal opinions published by the American Bar Association’s Standing Committee on Ethics and Professional Responsibility with respect to the use of AI tools. This includes, without limitation, Formal Opinion 512, dated July 29, 2024, available at:

https://www.americanbar.org/content/dam/aba/administrative/professional_responsibility/ethics-opinions/aba-formal-opinion-512.pdf.

Additionally, if and how AI tools can be used will be at the Hiring Attorney’s sole discretion. Remote Associates **must** disclose to the Hiring Attorney any and all use of AI tools in the creation of their work product. We recognize that Users may choose to leverage such tools to optimize their services. However, we emphasize the importance of transparency and adherence to ethical standards in the use of AI tools by our Users. It is incumbent upon each individual attorney to ensure that any AI-generated work product meets the highest standards of accuracy, fairness, and legality and fully complies with all applicable laws and rules of professional conduct. We encourage our Users to exercise due diligence in evaluating and validating the outputs of AI tools to maintain the integrity of the services provided through LAWCLERK. Additionally, Remote Associates using AI tools must not falsely inflate claims of time billed and shall ensure that the time billed is reasonable and not duplicative. LAWCLERK shall be held harmless and indemnified from any and all breach, liability, or other occurrence as a result of any use of AI tools in relation to services provided or facilitated through our Site.

13. Probation & Account Termination. LAWCLERK may put any User on probation or terminate any User’s account for any reason (or no reason), including without limitation, a violation of this Agreement. When on probation, a Remote Associate may complete any work that is “in process” and may accept any work the Remote Associate is invited to complete by a Hiring Attorney; however, a Remote Associate cannot apply for new work on the Site until the probation period ends.

Without limiting the foregoing, the following will result in mandatory probation or account termination.

Act	Consequence
Intentionally soliciting to work, or agreeing to work, outside of the Site without paying the Buy-Out Fee	6 months’ probation or account termination
Second occurrence of a project deadline being missed ¹	3 months’ probation

¹A Remote Associate will not be penalized if: (i) the missed deadline was the direct result of inaction or lack of information from the Hiring Attorney and the Remote Associate communicated with their Dedicated LAWCLERK Advisor and the Hiring Attorney regarding the issue preventing completion of the project more than 24 hours before the deadline; or (ii) the missed deadline was the result of an unavoidable emergency and the Remote Associate communicated with their Dedicated LAWCLERK Advisor and the Hiring Attorney regarding the emergency immediately upon the issue arising to ensure sufficient time to allow the project to be reassigned.

Fourth occurrence of a project deadline being missed	6 months' probation or account termination
Failure to communicate with the Hiring Attorney or LAWCLERK for five business' days after a missed deadline	6 months' probation or account termination
Two projects being disputed by a Hiring Attorney for work product issues either: (i) consecutively, or (ii) within two months	3 months' probation
Four projects being disputed by a Hiring Attorney for work product issues within one year	6 months' probation or account termination
Missed deadlines or disputed projects while on probation	6 months' probation or account termination
Failure to timely respond to LAWCLERK or unprofessional interactions with LAWCLERK	6 months' probation or account termination
Second occurrence within six months of hourly associate engagements and/or subscriptions canceled for: (i) poor work product; (ii) missed deadlines; (iii) non-responsiveness or other communication issues; or (iv) improper treatment or interactions.	6 months' probation
Fourth occurrence within one year of hourly associate engagements and/or subscriptions canceled for: (i) poor work product; (ii) missed deadlines; (iii) non-responsiveness or other communication issues; or (iv) improper treatment or interactions.	Account termination

14. *Using the Site.*

14.1 Eligibility. To access or use the Site, you must be, and hereby represent you are, 18 years or older and have the requisite power and authority to enter into this Agreement. To use the Site and the Services, you must have, and hereby represent that you have, an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation or other entity) and further represent that you intend to use the Site and Services for your business purposes only. You understand that you must comply with any licensing or registration requirements with respect to your business and you represent that you comply with all such requirements. LAWCLERK reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Services upon a violation of this Agreement for any other reason, or for no reason, all in LAWCLERK's sole discretion. You may not access or use the Site if we have previously banned you from the Site.

14.2 Digital signature. By registering for a LAWCLERK account on the Site, or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have executed this Agreement electronically, effective on the date you register your account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*). You acknowledge that you can electronically receive, download, and print this Agreement and any amendments.

14.3 Permission to use the Site. We grant you permission to use the Site subject to the restrictions in this Agreement. Your use of the Site is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. The Site may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

14.4 Promotional codes and credits. LAWCLERK may, in its sole discretion, create promotional or rebate codes that may be redeemed for account credit or other features or benefits, subject to the following terms and any additional terms that LAWCLERK establishes on a promotional code basis (“**Promo Codes**”). Promo Codes may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by LAWCLERK. Promo Codes may expire or be disabled by LAWCLERK at any time, for any reason, prior to use. LAWCLERK reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other User in the event that LAWCLERK determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the Promo Code terms.

15. Content and Usage of Site Content.

15.1 Responsibility for User Content. You alone are responsible for your User Content, and once posted or published, it cannot always be withdrawn. You assume all risks associated with your User Content, including anyone’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in your User Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of your User Content as described herein. You may not imply that your User Content is in any way sponsored or endorsed by LAWCLERK. You may expose yourself to liability if, for example, your User Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

15.2 Our right to use your User Content. You own your User Content and except as expressly authorized by this Agreement, we will not use your User Content for marketing purposes without your permission. In connection with your registration or in your account settings, you may elect (and thereby expressly grant your permission) to make your profile and other User Content available to other Users, LAWCLERK, and the public. Notwithstanding anything to the contrary herein, you agree and acknowledge that we and other Users may view and otherwise use your User Content in connection with posting work on the Site, being considered for work on the Site, appearing in the Directory, applying for work on the Site, completing work through the Site, and aggregating and compiling data regarding usage of the Site for marketing and development purposes (the “**Approved Uses**”). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use your User Content for the Approved Uses. You also irrevocably grant the Users of the Site the right to access your User Content in connection with their use of the Site for the Approved Uses. Finally, you irrevocably waive, and cause to be waived, against

LAWCLERK and its Users any claims and assertions of moral rights, attribution, or otherwise with respect to the Approved Uses of your User Content.

15.3 LAWCLERK may modify or remove content. User Content does not necessarily reflect the opinion of LAWCLERK. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User Content is appropriate and complies with this Agreement and to refuse or remove any User Content that, in our reasonable opinion, violates any LAWCLERK policy or is in any way harmful, inappropriate, or objectionable. LAWCLERK further reserves the right to make formatting and edits, as well as to change the manner User Content is displayed on the Site.

15.4 Ownership. Except for Content that originates from LAWCLERK, we do not claim ownership of any Content that is transmitted, stored, or processed in your account. You retain all ownership of and responsibility for your User Content. We own LAWCLERK Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, aggregate and compiled data regarding usage of the Site and all other elements and components of the Site excluding your User Content, Protected Content, and Third-Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (“*IP Rights*”) associated with LAWCLERK Content and the Site, which are protected by copyright, trade dress, patent, trademark laws, and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of LAWCLERK Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and LAWCLERK Content are retained by us.

15.5 Advertising. LAWCLERK and its licensees may publicly display advertisements and other information adjacent to or included with your User Content. You are not entitled to any compensation for such advertisements. The manner, mode, and extent of such advertising are subject to change without specific notice to you.

15.6 User responsibilities. Attorneys are solely responsible for ensuring that any Content they post on the Site, including without limitation User Content and Protected Content, fully complies with all applicable laws and applicable Rules of Professional Conduct, including those concerning the unauthorized practice of law and those regulating the form, manner, or content of communications with clients, advertising, or other matters.

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

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

a. Transmit any Content that is unlawful, promotes unlawful conduct, is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; violates applicable rules of professional conduct for attorneys; is false or defames, harasses, abuses, threatens, or incites violence towards any individual or group; or violates any third-party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other

intellectual property or proprietary right;

b. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted in writing by LAWCLERK; send solicitation or marketing emails, spam, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third-party website; or

c. Violates the privacy of any person; or impersonates any person or entity, including any of our employees or representatives.

d. Violate this Agreement;

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

f. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;

g. Reverse engineer any portion of the Site, record, process, or mine information about other Users, or reformat or frame any portion of the Site;

h. Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;

i. Access, retrieve, or index any portion of the Site for purposes of constructing or populating a searchable database;

j. Attempt to gain unauthorized access to the Site, User accounts, computer systems or networks connected to the Site through hacking, password mining, or any other means;

k. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature;

l. Use any device, software, or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;

m. Use the Site to violate the security of any computer network, crack passwords, or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content;

n. Remove, circumvent, disable, damage or otherwise interfere with any security related features of the Site, features that prevent or restrict the use or copying of Site Content or features that enforce limitations on the use of the Site; or

o. Use, modify, recreate, reproduce, distribute, create derivative works or adaptations of, publicly display, or in any way exploit LAWCLERK Content, the Site, or the Services for your own commercial benefit or otherwise.

15.9 Third-Party Content. The Site may provide you with convenient links to third-party website(s), as well as other forms of Third-Party Content. These links are provided as a courtesy to Users. We have no control over third-party websites or content or the promotions, materials, information, goods, or services available on them. By linking to such content, we do not represent or imply that we adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than LAWCLERK. If you decide to leave the Site and

access Third-Party Content, you do so at your own risk, and you should be aware that our Agreement no longer governs. You should review the applicable terms and policies, including privacy and data gathering practices, of any such content. This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content except as permitted herein. Your use of the Site is consent for LAWCLERK to present this Content to you. You acknowledge all responsibility for, and assume all risk for, your use of Third-Party Content. You agree that we are not responsible for Third-Party Content and that your use of Third-Party Content, including their websites, is at your own risk.

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

16. Notices Regarding LAWCLERK.

16.1 LAWCLERK does not offer legal services. LAWCLERK does not offer legal representation, legal advice, legal opinions, recommendations, referrals, or counseling. Users, including Remote Associates and Hiring Attorneys, are not the employees or agents of LAWCLERK. LAWCLERK does not review or approve the posted work requests or invitations on the Site and does not set the price. At no point may LAWCLERK be held liable for the actions or omissions of any User, including Hiring Attorneys and Remote Associates.

16.2 LAWCLERK is not an attorney referral service or employment agency. LAWCLERK is not an attorney referral service or employment agency. While LAWCLERK uses reasonable efforts to confirm that Attorneys are licensed attorneys in good standing in their respective jurisdictions and Remote Associates have been duly admitted to one or more state bars and have not been disbarred or suspended by any state bar, we do not make any warranty, guarantee, or representation as to the foregoing or as to the legal ability, competence, quality, or qualifications of any Attorney or Remote Associate. LAWCLERK does not represent, warrant, or guarantee that Attorneys or Remote Associates are covered by professional liability insurance.

16.3 LAWCLERK does not endorse any of its Users. LAWCLERK only provides a marketplace on which Hiring Attorneys seeking legal assistance may communicate and transact with Remote Associates. LAWCLERK does not endorse any of its Users and makes no representations or warranties concerning the qualifications of Hiring Attorneys or Remote Associates on the Site.

16.4 LAWCLERK does not vouch for the accuracy of peer reviews. You acknowledge and agree that feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that LAWCLERK post composite or compiled feedback about Users, including yourself, on User profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you may include comments, ratings, indicators of User satisfaction, and other feedback left by other Users or LAWCLERK. You further acknowledge and agree that LAWCLERK will make feedback results available to other Users, including composite or compiled feedback. LAWCLERK provides this feedback system as a means through which Users can share their opinions publicly and LAWCLERK does not monitor or censor these opinions. These reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future engagement.

LAWCLERK has no responsibility or liability of any kind for any User Content or Third-Party Content and any use or reliance on User Content or Third-Party Content is solely at your own risk. You agree not to use feedback information from the Site to make any employment, credit, credit valuation, underwriting, or similar decision about a User. While LAWCLERK does not investigate

the reviews for accuracy or reliability, LAWCLERK may do so if a User requests that LAWCLERK do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. LAWCLERK is not legally responsible for any feedback or comments posted or made available on the Site by any Users, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users, LAWCLERK reserves the right (but is under no obligation) to remove or modify posted feedback or information that, in LAWCLERK's sole judgment, violates this Agreement or negatively affects our marketplace. You acknowledge and agree that you will notify LAWCLERK of any error or inaccurate statement in your feedback results and that if you do not do so, LAWCLERK may rely upon the accuracy of such information.

16.5 Use of LAWCLERK does not create an attorney-client relationship. LAWCLERK does not offer legal advice or services. Any use of the Site or Services is not intended to, and does not, create an attorney-client relationship. LAWCLERK is not liable for the actions or omissions of any Hiring Attorney or Remote Associate.

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

17. Privacy Policy.

17.1 How we secure your Protected Content. LAWCLERK has employed commercially acceptable means to secure your Protected Content. LAWCLERK uses Amazon Web Services Server Side Encryption referred to as "S3" for the communications and files constituting Protected Content, which is more fully described at <http://docs.aws.amazon.com/AmazonS3/latest/dev/server-side-encryption.html>.

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

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

17.2 Information you submit. We may store the information you submit to or through the Site. We use the information to facilitate your use of the Site, provide Site functionality, improve Site quality, personalize your experience, provide customer support, back up our systems, and comply with legal obligations. Among the information you submit to or through the Site, please note:

17.3 Public Content. Your User Content is meant for public consumption.

17.4 Messaging. If you exchange messages with others through the Site, we may store these messages in order to deliver them and allow you to manage them. If we send information from the Site to your phone via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive. You may change your account preferences to select the way in which you prefer to receive

messages from LAWCLERK.

17.5 Credit card purchases. If you are required to pay for Services, or entitled to payment for services rendered through LAWCLERK, you may be required to also completed the terms of service for Stripe—our third-party payment processor. Stripe collects and stores bank account, billing, and credit card information. This information will only be shared with third parties who perform tasks required to complete the transaction. When you submit credit card numbers or bank account information, our payment processor encrypts that information using industry standard technology.

17.6 Information we collect. In addition to the information you submit to or through the Site, we also collect and store information from and about you in the course of your use of the Site. We use this information to analyze and track user behavior, personalize your experience, enhance Site functionality, general marketing, and may use it to display relevant advertising or services. For example:

a. Location: We may collect and store information about your location if you enable your computer or mobile device to send us location information. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such information.

b. Activity: We may collect and store information related to you and your use of the Site, including without limitation your browser type, IP address, unique device identifier, requested URL, referring URL, browser language, the pages you view, and the date and time of your visit.

c. LAWCLERK Cookies: We may use cookies, web beacons, local shared objects and similar technology in connection with your use of the Site (“**Cookies**”). Cookies may have unique identifiers, and reside, among other places, on your computer, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of the Site, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. You can disable some (but not all) Cookies in your device or browser settings, but doing so may affect your ability to use the Site.

d. Third Parties. We do not rent, share, sell, or trade personally identifiable information with third parties for their direct marketing purposes. Except for the exclusions specified in this privacy policy, we do not provide the personally identifiable information that you have provided to us to third parties unless you give us permission or direct us to do so. That said, we work with third parties and they may have access, or be provided access, to some of your information.

e. Third-party services: We may allow third parties who provide services to our Users through or in connection with the Site to use Cookies. As a result, they may collect and store the same type of information and use it for the same type of purposes as described for Cookies above, and they may be able to associate the information they collect with other information they may have about you. We do not necessarily have access to or control over the Cookies they use. Nevertheless, you may be able to opt-out of some of their practices by visiting the following sites: Network Advertising Initiative, Omniture, Aperture, and PrivacyChoice. Please note that opting out does not prevent you from receiving advertisements.

f. Service providers: We outsource some of our development, technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services to third parties. We may share information from or about you with them so that they can perform their services.

g. Aggregate information: We may share user information in the aggregate with third parties. For example, we may disclose the number of users that have registered as Remote Associates or Attorneys or the number and types of posted projects.

h. Business transfers: We may share information from or about you with other companies under common control, in which case we will require them to honor this privacy policy. If another company acquires LAWCLERK or all or substantially all of our assets, that company will possess the same information and will assume the rights and obligations with respect to that information as described in this privacy policy.

i. Investigations: We may investigate and disclose information from or about you to third parties if we have a good faith belief that such investigation or disclosure is reasonably necessary to: (i) take action regarding suspected illegal activities; (ii) enforce or apply our Agreement; (iii) help prevent, investigate, or identify possible wrongdoing in connection with the Site; (iv) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (v) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

j. Links: While the Site may contain links to unaffiliated third-party websites, we do not vouch for or make any representations regarding such unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them, and we are not responsible for their privacy practices. We suggest you read the privacy policies on all such third-party websites.

k. Data retention and account termination. We may keep the information we obtain from or about you as long as is permitted or required under the law. If your account is deactivated, we will remove your User Content from the Site, but may retain your data in our systems in order to ensure our ability to satisfy the authorized uses under this privacy policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with the Site, to enhance the Site, or to comply with legal obligations. Please note that information may exist in backup storage even after it has been removed from our active databases.

l. Security. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure, however. Therefore, while we use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

m. Notification of Security Issues. You must immediately notify LAWCLERK by email to support@lawclerk.legal or by calling (888) 479-5728 if there is any indicia of a security breach to your account or if you become aware of any security breach or security issue related to your account of use of the Site.

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

18.1. Consent to electronic communications for Users. For contractual purposes, you: (i) consent to receive communications from LAWCLERK in an electronic form via the email address you have submitted or via the Site; and (ii) agree that all agreements, notices, disclosures, and other communications that LAWCLERK provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

18.2. Keep your address and email address current with us. In order to ensure that we are able to provide records or notices to you electronically or by U.S. Postal Service, you agree to notify us immediately of any change in your email or mailing address by updating your account information on the Site or by contacting the Customer Care Team. You must keep your email address updated on the Site and you must regularly check the Site for postings. If you fail to respond to an

email message from LAWCLERK regarding a violation, dispute, or complaint within two business days, LAWCLERK may suspend or terminate all pending work and your account.

19. Indemnity. You agree to indemnify, defend, and hold LAWCLERK, its affiliates, and any related companies, as well as the shareholders, officers, directors, employees, agents, and representatives of each of them harmless, including costs, liabilities, and legal fees, from any claim or demand made by any User or other third-party arising out of or relating to: (i) your access to or use of the Site; (ii) your violation of this Agreement; (iii) any products or services purchased or obtained by you in connection with the Site; or (iv) the infringement by you, or any third-party using your account, of any intellectual property or other right of any person or entity. LAWCLERK reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter involving LAWCLERK without our prior written consent. LAWCLERK will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

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

1. THE SITE IS MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. LAWCLERK ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE OR THE SITE CONTENT. ACCORDINGLY, LAWCLERK ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF LAWCLERK.

2. LAWCLERK ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED OR ADVERTISED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF LAWCLERK ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

3. OTHER THAN THE DISPUTE RESOLUTION PROCEDURES DISCUSSED ABOVE, YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF, THE SITE.

4. LAWCLERK ENTITIES’ MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF: (i) THE SERVICE FEE, IF ANY, PAID BY YOU TO LAWCLERK IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; OR (ii) \$5,000.

5. LAWCLERK ENTITIES DISCLAIM LIABILITY FOR ANY: (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES; (ii) LOSS OF PROFITS; (iii) BUSINESS INTERRUPTION; (iv) REPUTATIONAL HARM; OR (v) LOSS OF INFORMATION OR DATA.

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

21. Legal notice to LAWCLERK must be in writing and not by email or messenger. Communications made through email or the Service's private messaging system will not constitute legal notice to LAWCLERK or any of our officers, employees, agents, or representatives in any situation where notice to LAWCLERK is required by this Agreement, contract, or any law or regulation. All notices to LAWCLERK intended to have a legal effect concerning this Agreement or use of the Site or Services must be in writing and delivered in person or by mail evidenced by a delivery receipt to the following address:

Lawclerk.Legal Corporation
Attn: Talitha Gray Kozlowski
7251 Amigo Street, Ste, 220
Las Vegas, Nevada 89119

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

23. Waiver of Jury Trial and Class Action. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY. YOU ALSO AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

24. Termination.

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

processes your request to terminate the Agreement. After termination, Sections 8, 11, 12, and 14 through 23 of this Agreement will continue in full force and effect, including our right to use your User Content.

25. General Terms.

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

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

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

1. **"Content"** means all documents, communications, alerts, emails, text, images, photos, audio, video, location data, and all other forms of data or communication.
2. **"Hiring Attorney"** refers to a User who is looking to hire a lawyer working as an independent contractor through the Site.
3. **"Lawclerk.Legal," "LAWCLERK," "We," "Us," and "Our"** means Lawclerk.Legal

Corporation, a Nevada corporation, together with our affiliates, shareholders, directors, officers, and employees.

4. **“LAWCLERK Content”** means Content that we create and make available in connection with the Site.
5. **“Protected Content”** means: (i) Content related to work that is posted to the Site by either the Hiring Attorney or the Remote Associate and is posted in the “Document Library” or “Communication” sections of the dashboard; and (ii) your payor or payee information.
6. **“Remote Associate”** refers to a User who is looking to find work through the Site as a lawyer working on an independent contractor basis.
7. **“Third-Party Content”** means Content that originates from parties other than LAWCLERK or its Users, which is made available in connection with the Site. **“Site Content”** means the Content that is made available in connection with the Site, including User Content, Third-Party Content, and LAWCLERK Content.
8. **“User,” “You,”** and **“Your”** refers to the person, company, or organization that has visited or is using the Site and/or the Service, including anyone who browses, crawls, scrapes, or in any way accesses or uses the Site. A User may be a Hiring Attorney, Remote Associate, both, or neither.
9. **“User Content”** means Content that Users submit or transmit to, though, or in connection with the Site. User Content does not include Protected Content.