

Freelance For Law

USER AGREEMENT

This User Agreement (“**Agreement**”) is a contract entered into between You (“**you,**” “**your,**” “**yours**”) and Freelance For Law Inc (“**we,**” “**us,**” “**our**”), and any of our affiliates, to the extent expressly stated. The following terms and conditions, together with the documents incorporated by reference below, govern your access to and use of www.FreelanceForLaw.com (the “**Site**”), including any content functionality, and services offered on or through the Site (the “**Services**”).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time **Cookie Policy; Privacy Policy; Freelance For Law App Software License Agreement; and API Terms of Use**. These agreements, collectively with this Agreement, form the **Terms of Service**.

The Site is a marketplace where Users can identify each other as a Client or a Freelancer, buy, and sell Freelancer Services online. The Site is **not** a lawyer referral service, is **not** a runner and capper service, and we do **not** recommend or endorse any freelancer. Subject to the Terms of Service, we provide the Services to Users with an Account, including hosting and maintaining the Site, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

Please read this Agreement and the entirety of the Terms of Service carefully before you start to use the Site. BY USING OUR SITE OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT OR ANY PORTION OF THE TERMS OF SERVICE YOU MUST NOT ACCESS OR USE THE SITE OR SERVICES.

IF YOU AGREE TO THESE 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 THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE AND FURTHER UNDERSTAND AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE. IN THAT EVENT, “YOU,” “YOUR,” AND “YOURS” WILL REFER AND APPLY TO YOU AS AN INDIVIDUAL AND THAT ENTITY OR AGENCY.

1. DEFINITIONS

- a. “**Account**” means an account set up by a User on the Site using an email address provided by the User and which contains information about the User’s Client and Freelancer transactions.
- b. “**Confidential Information**” means any material or information provided to, or created by, a User to evaluate a Project or the suitability of another User for the 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.

- c. **"Fixed-Price Contract"** means a Service Contract for which Client is charged a fixed fee agreed between a Client and a Freelancer, prior to the commencement of a Service Contract, for the completion of all Freelancer Services contracted by Client for such Service Contract.
- d. **"Freelancer"** means any person or entity using the Site or Services that enters into a Service Contract to create Work Product.
- e. **"Freelancer Fees"** means: (a) for an Hourly Contract, the amount reflected in the Hourly Invoice (the number of hours invoiced by Freelancer, multiplied by the hourly rate charged by Freelancer); (b) for a Fixed-Price Contract, the fixed fee agreed between a Client and a Freelancer; and (c) any bonuses or other payments made by a Client to a Freelancer.
- f. **"Freelance For Law App"** means the online platform accessed using Freelance For Law's downloaded application or other software that enables time tracking and invoicing, chat, and screenshot sharing with other Users.
- g. **"Freelancer Services"** means all services performed for or delivered to Clients by Freelancers.
- h. **"Hourly Contract"** means a Service Contract for which Client is charged based on the hourly rate charged by Freelancer.
- i. **"Hourly Invoice"** means the report of hours invoiced for a stated period by a Freelancer for Freelancer Services performed for a Client.
- j. The term **"including"** means including without limitation.
- k. **"Intellectual Property"** means all patent rights, copyright, mask work rights, moral rights, rights 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.
- l. **"Payment Method"** means a valid credit card issued by a bank acceptable to Freelance For Law, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as Freelance For Law may accept from time to time in our sole discretion.

- m. **“Profile”** means the aspect of an Account that may display, publicly or privately, any Posts, User Contributions, Project Success Scores, Composite Information, or other information about the User connected to the Profile and Account.
- n. **“Project”** means an engagement for Freelancer Services that a Freelancer provides to a Client under a Service Contract on the Site.
- o. **“Service Contract”** means, as applicable, (a) the contractual provisions between a Client and a Freelancer governing the Freelancer Services to be performed by a Freelancer for Client for a Project; (b) a Direct Contract as defined in the Freelance For Law Direct Contract Terms; or (c) if you use Freelance For Law Payroll, the contractual provisions between Freelancer and the Staffing Provider for the provision of services to Client, if any.
- p. **“Substantial Change”** means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.
- q. **“User”** or **“Users”** means any person, persons, or entity engaging with or accessing any part of or information contained on or within the Site.
- r. **“Work Product”** means any tangible or intangible results or deliverables that Freelancer agrees to create for, or actually delivers to, Client as a result of performing the Freelancer Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.

2. CHANGES TO THE TERMS OF SERVICE

- a. We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Site. All changes are effective immediately upon becoming publicly available through the Site (the **“Effective Date”**). We will provide reasonable advance notice of any amendment that includes a Substantial Change by posting the updated agreement on the Site, providing notice on the Site, and/or sending you notice by email. If the Substantial Change includes any increase to fees charged by us, we will provide at least 30 days’ advance notice of the change, but are not required to provide any advance notice for changes resulting in a reduction in any fees or any temporary or promotional fee change.
- b. YOU UNDERSTAND THAT YOUR CONTINUED USE OF THE SITE OR SERVICES FOLLOWING THE EFFECTIVE DATE MEANS THAT YOU ACCEPT AND AGREE TO BE BOUND BY ANY CHANGED TERMS, INCLUDING THE ARBITRATION PROVISION IN THIS AGREEMENT (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN THAT SECTION). IF YOU DO NOT ACCEPT THE REVISED AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR USE THE SERVICES AFTER THE EFFECTIVE DATE.

3. REGISTRATION, ACCOUNT TYPES, AND ACCOUNT INFORMATION

a. Account Registration and Responsibilities

- a. To access the Site, the Services, or some other resources it offers, you may be asked to provide certain registration details or other information. By registering for an Account or by using the Site or Services after the Effective Date if you had an Account on the Effective Date, you agree to abide by this Agreement. It is an express condition of your use of the Site that all the information you provide is correct, current, and complete. You agree that all information you provide to create or register an Account or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to any actions we take with respect to your information consistent with our Privacy Policy.
- b. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You must also exit from, close, or otherwise terminate any session associated with your account at the end of each active use of your Account. You must use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- c. Certain portions of the Site may be available to Users without an Account, including those portions before your Account registration is accepted. We reserve the right to decline any registration or to add an Account type as a Client or Freelancer, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.
- d. We reserve the right to revoke the privileges of an Account, access to or use of the Site or Services, and those of any and all Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

b. Account Eligibility

To register for an Account or use the Site and Site 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 Site 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 Freelance Services; and (d) 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.

c. Account Types

You can register for an Account to use the Site and Services as a Freelancer, Client or a Practice Management User. For the purposes of this Agreement, Client is a person or entity with an Account intending to solicit Freelancer Services from other Users using the Site and Services and a Freelancer is a person or entity with an Account intending to provide Freelancer Services to other Users using the Site and Services. You acknowledge and understand that you are solely responsible and assume all liability for the classification of your Account.

Account Sub-Types

- Attorney: An active licensed attorney
- Paralegal: A paralegal
- In-House Counsel / Legal Department: An attorney, paralegal or other legal professional working in a legal department at a business, organization or agency.
- Legal Professional (non-Attorney or Paralegal): A legal secretary, law clerk, legal assistant, mediator, process server, court reporter, private investigator, etc.
- Individual: An individual using the platform for their personal use
- Business: A business using the platform for services related to their company.

d. 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, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are solely responsible for the User's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on your behalf, 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 financial obligations such as 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, we may close any or all related Accounts.

e. Identity and Location Verification

When you register for an Account and from time to time thereafter, your Account may 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 the Site. You authorize us, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must provide us with complete information about yourself and your business in a timely manner, which includes, but is not limited to, providing official government or legal documents.

4. LIMITED LICENSE, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

a. Limited License

- a. You are granted a non-exclusive, non-transferable, limited license to access and use the Site and Service.
- b. You agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Services, use of the Services, or any portion of the Services, including, but not limited to the HTML, Cascading Style Sheet (“CSS”) or any visual design elements without express written permission from us.
- c. You agree not to modify, reverse engineer, adapt or otherwise tamper with the Site or Service or modify another Site so as to falsely imply that it is associated with the Site or Services, us, or any other software or service provided by us.

b. Intellectual Property

- a. You agree that you will not knowingly use the Site or Services in any manner which may infringe the Intellectual Property of any other person or entity, or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of these Terms of Use.
- b. Our name, logo, trademarks and any related names, logos, product and service names, designs, and slogans may be our trademarks or those of our affiliates or licensors. You may not use such marks without our prior written consent. Any other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.
- c. The Site and its features, functionality, and any content not created by a User is the Intellectual Property of us or our affiliates. Except for the non-exclusive license granted pursuant to this Agreement, you acknowledge and agree that all ownership, license, Intellectual Property and other rights and interests in and to the Site and Services shall remain solely with us.

c. Confidentiality

- a. To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser’s Confidential Information with the same degree of care as it uses to protect its own Confidential Information,

but in no event with less than due care. Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement

- b. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.
- c. You grant us a non-exclusive, royalty-free right during your use of the Site and Service to use any Confidential Information for the sole purpose of performing our obligations under these Terms of Service. Such rights shall include permission for us to generate and publish aggregate, anonymized reports on system usage and trends, provided they do not conflict with the Privacy Policy.

5. PROHIBITED USES

- a. You may use the Site only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Site:
 - a. In any way that violates any applicable federal, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software to and from the US or other countries and any applicable State Bar rules and regulations.
 - b. You agree that you will not knowingly use the Services to upload, post, host, or transmit, send, or otherwise cause the transmission of unsolicited bulk email "spam", short message service "SMS" messages, "junk mail," "chain letters," or any other similar solicitation.
 - c. For the purpose of exploiting, harming, or attempting to exploit or harm minor children in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
 - d. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with Terms of Use.
 - e. To impersonate or attempt to impersonate us, our employees, another User, a government official, or any other person or entity, including by using email addresses or account names associated with any of the foregoing.
 - f. To engage in any other conduct that restricts or inhibits anyone else's use or enjoyment of the Site, access to the Services, may harm us or other Users of the Site, or expose them to unnecessary liability, the determination of which is at our sole discretion.

- b. Additionally, you agree not to:
 - a. Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other User's access, including their ability to engage in real time activities through the Site.
 - b. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
 - c. Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
 - d. Use any device, software, or routine that interferes with the proper working of the Site.
 - e. Introduce to the Site any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
 - f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
 - g. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
 - h. Otherwise attempt to interfere with the proper working of the Site or Services, at our sole discretion.

6. RELATIONSHIP WITH FREELANCE FOR LAW

a. Site Access

- a. We reserve the right to withdraw, cancel, remove, change, or amend this Site, and any Service or material we provide on the Site, in our sole discretion without notice. We are not liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including Users with an Account or open Service Contracts.
- b. To access the Site, the Services, or some other resources it offers, you may be asked to provide certain registration details or other information. By registering for an Account or by using the Site or Services after the Effective Date if you had an Account on the Effective Date, you agree to abide by this Agreement. It is an express condition of your use of the Site that all the information you provide is correct, current, and complete. You agree that all information you provide to create or register an Account or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to any actions we take with respect to your information consistent with our Privacy Policy.

- c. We merely make the Site and Site Services available to enable Users to find and transact directly with each other. We do not introduce Users, find Projects for Users, or find Freelancers for Clients. Through the Site and Services, Freelancers may be notified of Clients that may be seeking the services they offer, and Clients may be notified of Freelancers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Client, or Freelancer on their own. **If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and we are not a party to that Service Contract.**

b. Accuracy of User Information

- a. You acknowledge, agree, and understand that **we are not a party to the relationship or any dealings between Users.** Without limitation, Users are solely responsible for:
 - i. ensuring the accuracy and legality of any User Content,
 - ii. determining the suitability of other Users for a Service Contract,
 - iii. negotiating, agreeing to, and executing any terms or conditions of Service Contracts,
 - iv. performing Freelancer Services, or
 - v. paying for Service Contracts or Freelancer Services.
- b. You 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, including Composite Information. **We do not:**
 - i. make any representations about, warrant, or guarantee the truth or accuracy of any Freelancer's or Client's listings or other User Content on the Site,
 - ii. verify any feedback or information provided by Users about Freelancers or Clients,
 - iii. vet, confirm identities of, confirm the credentials of, or otherwise perform background checks on Users.
- c. We make no representations about, do not warrant, do not guarantee, and you agree not to hold us accountable for:
 - i. the quality, safety, or legality of Freelancer Services,
 - ii. the qualifications, background, or identities of Users,
 - iii. the ability of Freelancers to deliver Freelancer Services,

- iv. the ability of Clients to pay for Freelancer Services
- v. User Content, statements, or posts made by Users, or
- vi. the ability or willingness of a Client or Freelancer to actually complete a transaction.

c. Our Relationship with Users

- a. Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between us and a User.
- b. You acknowledge, agree, and understand that we do not, in any way, supervise, direct, control, or evaluate Freelancers or their work and we are not responsible for any Project, Project terms or Work Product.
- c. You acknowledge, agree, and understand that you are not an employee of ours, and you are not eligible for any of the rights or benefits of employment with us, including unemployment and/or workers compensation insurance,
- d. Freelancers are free to use subcontractors or employees to perform Freelancer Services and may delegate work on fixed-price contracts or by agreeing with their Clients to have hourly contracts for Freelancer's subcontractor(s) or employee(s). If a Freelancer uses subcontractors or employees, Freelancer further agrees and acknowledges that this paragraph applies to our relationship, if any, with Freelancer's subcontractors and employees as well and Freelancer is solely responsible for Freelancer's subcontractors and employees, their compliance with these Terms of Service, and any financial obligations regarding any subcontractor or employees.
- e. We have no liability or obligations under or related to Service Contracts and/or Freelancer Services for any acts or omissions by you or other Users,
- f. We do not, in any way, supervise, direct, or control any Freelancer or Freelancer Services,
- g. We do not impose quality standards or a deadline for completion of any Freelancer Services
- h. We do not dictate the performance, methods or process Freelancer uses to perform services,
- i. Freelancer is free to determine when and if to perform, Freelancer Services, including the days worked and time periods of work, and
- j. We do not set or have any control over Freelancer's pricing, work hours, work schedules, or work location, nor are we involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Freelancer for a Project;

- k. Freelancer will be paid at such times and amounts as agreed with a Client in a given Service Contract, and we do not, in any way, provide or guarantee Freelancer a regular salary or any minimum, regular payment;
- l. We do not provide Freelancers with training or any equipment, labor, tools, or materials related to any Service Contract; and
- m. We do not provide the premises at which Freelancers will perform the work.

d. Engagement in Other Activities

- a. 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, provided, if applicable, Users comply with the Opt Out provisions described in this agreement. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

7. AGREEMENT TERM AND TERMINATION

a. Termination by the User

- a. You may terminate this Agreement in for any reason, at any time, and without explanation, which will result in the termination of the other Terms of Service as well, except as otherwise provided in said Terms of Service. You may provide written notice to legal@freelanceforlaw.com, if you would like to provide an explanation, reason, or feedback to us.
- b. Upon termination with written notice, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. As a result of Account closure and your termination of this Agreement, YOU MUST NOT ACCESS THE SITE OR SERVICES.
- c. We are not a party to any Service Contract between Users. Consequently, you understand, acknowledge, and agree 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 you attempt to terminate this Agreement while having one or more open Projects, you understand and acknowledge that:
 - i. We will close any open contracts,
 - ii. You will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site,
 - iii. We will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User,
 - iv. You 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 us for any Services or such other

amounts owed under the Terms of Service and to any Freelancers for any Freelancer Services.

b. Termination by Us

- a. Without limiting our other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Services to you if:
 - i. You breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service,
 - ii. We suspect or become aware that you have provided false or misleading information to us, or
 - iii. We believe, in our sole discretion, that your actions may cause unnecessary legal liability for you, other Users, us, or any of our affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity.
- b. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without our prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.
- c. You 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. You therefore agree as follows: IF FREELANCE FOR LAW DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, FREELANCE FOR LAW HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO:
 - i. NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS,
 - ii. PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE.
 - iii. YOU AGREE THAT FREELANCE FOR LAW 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.

c. Account Data on Closure

- a. 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 that any closure of your Account may involve deletion of any content stored in your Account for which we have no liability whatsoever. We, in our sole discretion and as permitted or required by law, may retain some or all of your Account information.

d. Survival

- a. After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect.
- b. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or us from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

8. MARKETPLACE FEEDBACK AND USER CONTENT

- a. The Site may contain interactive functionalities, such as in Profiles in which Users may rate, post feedback and otherwise interact (“**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other Users (“**Post**”) content or materials (combined, “**User Contributions**”) on or through the Site.
- b. All User Contributions must comply with the provisions in this Terms of Service. Any User Contribution you Post to the site will not in any way be considered an endorsement or promotion on behalf of us. User Contributions will be considered non-confidential and non-proprietary, except as where required by law. To the extent necessary, when you Post a User Contribution on the Site, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material without your consent, except as otherwise required pursuant to the Terms of Service.
- c. You acknowledge and agree that feedback results for you, including your Project success score and other User Content highlighted by us on the Site or otherwise (“**Composite Information**”), if any, may include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You understand, acknowledge and agree that Composite Information, User Contributions, Posts, and any other content created through Interactive Services are from other Users and we do **not** agree with, endorse, or approve of any such content.
- d. You acknowledge and understand that we may make Composite Information available to other Users. We provide our feedback system as a means through which Users can share their opinions of other Users publicly, and we do not monitor, influence, contribute to or censor these opinions.
- e. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User, except as is expressly anticipated by the Services.

- f. We do not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and do not guarantee that User Content or Composite Information 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.
- g. We are not legally responsible for any User Content Posted or made available on the Site by any User, even if that information is defamatory or otherwise legally actionable.
- h. In order to protect the integrity of the feedback system and protect Users from abuse, We reserve the right (but are under no obligation) to remove posted feedback or information that, in our sole discretion, violates the Terms of Service, negatively affects our marketplace, diminishes the integrity of the feedback system, or otherwise is inconsistent with our business interests.
- i. You must notify us of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, we may rely on the accuracy of such information.

9. CONTRACTUAL RELATIONSHIP BETWEEN CLIENT AND FREELANCER

a. Service Contracts

- a. You acknowledge, agree, and understand that Freelancers are solely responsible for determining, and have the sole right to determine:
 - i. which Projects to accept,
 - ii. the time, place, manner, and means of providing any Freelancer Services
 - iii. the type of services they provide
 - iv. and the price they charge for their services or how that pricing is determined or set.
- b. If a Client and Freelancer decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and Freelancer. Client and Freelancer have complete discretion about whether to enter into a Service Contract with each other and about the terms of any Service Contract.
- c. You acknowledge, agree, and understand that we are 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 us and any User or a partnership or joint venture between us and any User.
- d. Client is solely responsible for and has complete discretion with regard to selection of any Freelancer for any Project. Client is solely responsible and warrants that its decisions regarding classification are correct. Client further and

assumes all liability for determining whether Freelancers should be engaged as independent contractors or employees of Client and engaging them accordingly. We have no input into, or involvement in, worker classification between Client and Freelancer, and Users agree that we have no involvement in and have no liability arising from or relating to the classification of a Freelancer generally or with regard to a particular Project.

b. Additional Agreements and Optional Service Contract Terms

- a. With respect to any Service Contract, Clients and Freelancers 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 our rights and obligations under the Terms of Service, including this Agreement and others that they may see fit. To the extent that any additional agreement conflicts with these Terms of Service, the Terms of Service supersedes, controls, and otherwise supplants and replaces any such conflicting term or terms.
- b. The parties to a Service Contract can, if the parties prefer, agree to the Optional Service Contract Terms provided as part of the Services, in whole or in part, in addition to or instead of other such agreements.
- c. 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. We are not responsible for any consequence of using the Optional Service Contract Terms.
- d. 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. We expressly disclaim any and all liability with respect to actions or omissions based on the Optional Service Contract Terms. The Optional Service Contract Terms are not intended to and do not:
 - i. constitute legal advice,
 - ii. create an attorney-client relationship, or
 - iii. constitute advertising or a solicitation of any type.

c. Disputes Between Users

- a. For disputes arising between Clients and Freelancers, you agree to first try to resolve your dispute directly with the other User, in a professional manner.
- b. If the first dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that we are not obligated to provide any dispute assistance beyond what is provided on our Site.

- c. If any User intends to obtain an order from any arbitrator or court that might direct us or our affiliates to take or refrain from taking any action with respect to an Account, the party seeking such an order will:
 - i. give us at least ten business days' prior notice of the hearing;
 - ii. include in any such order a provision that, as a precondition to obligation affecting us, we be paid in full for any amounts to which we would otherwise be entitled, and
 - iii. be paid for the reasonable value of the services to be rendered pursuant to such order.
- d. It is the intent of 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.

10. FEES AND PAYMENT TERMS

a. Disbursements to Freelancers

- a. Funds are issued to a Freelancer upon them charging their Client. All transactions are processed through Stripe and LawPay. Freelancers must setup their own account with stripe or LawPay depending on their type of account in order to receive funds via the Site and Services. For more information, please visit <https://stripe.com/> or <https://lawpay.com>

b. Freelancer Service Fees

- a. As set forth in this agreement, Freelancers shall pay us to use the Site's communication, invoicing, reporting, and payment services (the "**Service Fees**"), unless they are an attorney freelancer. If they are an attorney freelancer, no freelancing fees will be charged at all. Instead, attorney freelancer will be required to upgrade their account to our twelve-month practice management software subscription.
- b. When a Client pays a Freelancer (non-attorney) for a Project or when funds related to a Project are otherwise issued to a Freelancer (non-attorney), funds will be subtracted by any Service Fees from said funds and disburse the balance to Freelancer under the terms set below.
- c. Freelancer hereby irrevocably authorizes and instructs us to deduct the Service Fee from the Freelancer's Stripe account and pay us on Freelancer's behalf.
- d. In the event the Freelancer chooses to withdraw funds in a currency other than U.S. Dollars, there may also be a there may also be a foreign currency conversion charge and the rate may differ from rates that are in effect on the date of the payment. You may be able to obtain a better rate from your bank or financial institution for any currency conversion.

c. Client Payment on Service Contracts

- a. For Hourly Contracts, Freelancer will invoice Client on a weekly basis through The Site and Services, and Client will pay invoices weekly.
- b. For Fixed-Price Milestones / Contracts, Client will pay milestone upon sending a Fixed-Price Contract offer (for the full amount or for the first milestone, if milestones are used) or upon activating any additional milestone.
- c. Client acknowledges and agrees that for both Hourly Contracts and Fixed-Price Contracts, failure to decline or dispute an Hourly Invoice or request for payment is an authorization and instruction to be charged for the payment required to clear the invoice. When Client authorizes the payment of the Freelancer Fees for a Fixed-Price Contract on the Site, Client automatically and irrevocably authorizes and instructs us or our affiliates to charge Client's Payment Method for the Freelancer Fees. When Client approves an Hourly Invoice for an Hourly Contract, Client automatically and irrevocably authorizes and instructs Us or its Affiliates, to charge Client's Payment Method for the Freelancer Fees.

d. Client Fees

- a. Clients pay us a fee for payment processing and administration related to the Freelancer Fees they pay to Freelancers engaged through the Site.

e. No Finder's Fees / No Runner and Capper / No Lawyer Referral

- a. We do not introduce Users and do not help Freelancers secure Projects. We merely the Site and Site Services available to enable Freelancers to do so themselves. We do not recommend nor endorse any user or service.

f. Withholding Distribution of Funds

- a. Notwithstanding any other provision of the Terms of Service and except as prohibited by applicable law, if we believe, in our sole discretion, that you have violated the conditions and restrictions of the Site or the Terms of Service, including by committing or attempting to commit fraud or other illicit acts on or through the Site, our partners/affiliates/merchant services may refuse to process or may hold the disbursement of the Freelancer Fees and take such other actions with respect to the conduct as they deem appropriate in their sole discretion and in accordance with applicable law.
- b. Without limiting the foregoing, in our partners/affiliates/merchant services sole discretion and to the extent permitted by applicable law, may also refuse to process or may hold the disbursement of the Freelancer Fees or any other amounts and offset amounts owed to us if:
 - i. require additional information, such as Freelancer's tax information, government-issued identification or other proof of identity, address, or date of birth,

- ii. have reason to believe the Freelancer Fees may be subject to dispute or chargeback,
 - iii. suspect fraud,
 - iv. believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service, or
 - v. deem it necessary in connection with any investigation or required by applicable law.
- c. If, after investigation, our partners/affiliates/merchant services determine that the hold on the disbursement of the Freelancer Fees is no longer necessary, our partners/affiliates/merchant services will release such hold as soon as practicable.
- d. In addition, notwithstanding any other provision of the Terms of Service and to the extent permitted by applicable law, our partners/affiliates/merchant services reserve the right to seek reimbursement from you, and you will reimburse us, if we:
 - i. suspect fraud or criminal activity associated with your payment, withdrawal, or Project,
 - ii. discover erroneous or duplicate transactions, or
 - iii. have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Client if you are a Freelancer, despite our provision of the Site Services in accordance with this Agreement.
- e. You agree that we have the right to obtain reimbursement by instructing our partners/affiliates/merchant services to (and we will have the right to) charge the applicable Account, and any other accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Services and close your Account.

g. Non-Payment

- a. Client will be deemed to be in default on the earliest occurrence of any of the following:
 - i. Client fails to pay the Freelancer Fees when due,

- ii. Client 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,
 - iii. Client fails to pay an invoice issued to the Client by us within the time period agreed or, if none, within 30 days,
 - iv. Client initiates a chargeback with a bank or other financial institution resulting in a charge made by us for Freelancer Fees or such other amount due being reversed to the Client, or
 - v. Client takes other actions or fails to take any action that results in a negative or past-due balance on the Client's account.
 - vi. Client fails to pay monthly subscription service fee
- b. If Client is in default, we may, without notice, temporarily or permanently close Client's Account and revoke Client's access to the Site and Services, including Client's authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Freelancer Services from other Users through the Site. However, Client will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the Client's Account as a result of the default.
- c. If Client is in default, without limiting other available remedies, Client must pay us 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.
- d. At our discretion and to the extent permitted by applicable law, we or our affiliates, may, without notice:
 - i. charge all or a portion of the amount that is owed to any Payment Method on file on the Client's Account,
 - ii. set off amounts due against other amounts received from Client or held by for Client by us or our affiliates
 - iii. make appropriate reports to credit reporting agencies and law enforcement authorities
 - iv. and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.
- e. If Client is in default, meaning the Client fails to pay the Freelancer 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 our authorized agent), we 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.

h. No Return of Funds

- a. Users acknowledges and agrees that we or our affiliates will charge Client's designated Payment Method for the Freelancer Fees incurred and that once we or our affiliates, charge or debit the Client's designated Payment Method for the Freelancer Fees, service fees, or subscription fees, that the charge or debit is non-refundable, except as otherwise required by applicable law.
- b. Client also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Client resolve disputes. To the extent permitted by applicable law, Client therefore agrees not to request it's credit card company, bank, or other Payment Method provider to charge back any Freelancer Fees or other fees charged pursuant to the Terms of Service for any reason.
- c. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Client initiates a chargeback in violation of these Terms of Service, Client agrees that we or our affiliates may dispute or appeal the chargeback and institute collection action against Client and take such other action it deems appropriate.

i. Payment Methods

- a. In order to use certain Services, Client must provide account information for at least one valid Payment Method.
- b. Client hereby authorizes us and our partners/affiliates/merchant services, as applicable:
 - i. to run credit card authorizations on any credit cards provided by Client,
 - ii. to store credit card and banking or other financial details as Client's method of payment consistent with our Privacy Policy ,
 - iii. and to charge Client's credit card (or any other Payment Method) for the Freelancer Fees and any other amounts owed under the Terms of Service.
- c. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.
- d. By providing Payment Method information through the Site and authorizing payments with the Payment Method, Client represents, warrants, and covenants that:
 - i. Client is legally authorized to provide such information,

- ii. Client is legally authorized to make payments using any Payment Method,
 - iii. if Client is an employee or agent of a company or person that owns the Payment Method, that Client is authorized by the company or person to use the Payment Method to make payments on Freelance For Law, and
 - iv. such actions do not violate the terms and conditions applicable to Client's use of any such Payment Method or applicable law.
- e. When a User authorizes a payment using a Payment Method via the Site, User represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from User's Payment Method, Client is solely responsible for paying such amounts by other means.
- f. Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, we are not liable to any User if we does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. We will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement.

j. Currency Conversion

- a. The Site and the Site Services operate in U.S. Dollars.
- b. If a User's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Site may display foreign currency conversion rates that we or our affiliates currently make available to convert supported foreign currencies to U.S. Dollars.
- c. Foreign currency conversion rates adjust regularly based on market conditions. You expressly understand that wholesale currency conversion rates at which we or our affiliates obtain foreign currency may be different than the foreign currency conversion rates offered on the Site.
- d. Each User, at its sole discretion and risk, may authorize the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site.
- e. If foreign currency conversion is required to make a payment in U.S. Dollars and we or our affiliates do not support the foreign currency or the User does not authorize the conversion of such payment at the foreign currency conversion rate displayed on the Site, we or one of our affiliates will charge, debit, or credit the User's Payment Method in U.S. Dollars and the User's Payment Method

provider may convert the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method provider may also charge fees directly to the Payment Method even when no currency conversion is involved. The User's authorization of a payment using a foreign currency conversion rate displayed on the Site is at the User's sole risk.

- f. We and our affiliates are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. We and our affiliates are not responsible for currency fluctuations that occur when receiving or sending payments for services.

k. Non-Circumvention

- a. You acknowledge, understand, and agree that a substantial portion of the compensation we receive for making the Site available to you is collected through the Service Fees. We only receive this Service Fee when a Client and a Freelancer (non-attorney) pay and receive payment through the Site. Therefore, for 24 months from the time you identify or are identified by any party through the Site (the “**Non-Circumvention Period**”), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party.
- b. 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. Except if you pay the Opt-Out Fee described below, you agree not to circumvent the Payment Methods offered by the Site.
- c. By way of illustration and not in limitation of the foregoing, you agree not to:
 - i. Submit proposals or solicit parties identified through the Site to contract, hire, work with, or pay outside the Site.
 - ii. Accept proposals or solicit parties identified through the Site to contract, invoice, or receive payment outside the Site.
 - iii. Invoice or report on the Site or in an Opt-Out Fee request an invoice or payment amount lower than that actually agreed between Users.
 - iv. 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.
 - v. You agree to notify Freelance For Law 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 provision, please submit a confidential report to Freelance For Law by sending an email message to: legal@FreelanceForLaw.com.

- d. If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to cease using the Site, you may pay the Opt-Out Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

I. Opt-Out Fee

- a. You may opt-out of the Non-Circumvention Period with respect to each Client only if the Client or prospective Client or Freelancer pays us an opt-out fee for each such relationship (the “**Opt-Out Fee**”).
- b. The Opt-Out Fee is computed as follows:
 - i. interest at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is less, on the amount calculated in (ii), from the date Client first makes payment to the subject Freelancer until the date the Opt-Out Fee is paid; and
 - ii. the greater of:
 - 1. \$3,500; or
 - 2. 25% of the anticipated annualized salary or wages for one year if the Client offers Freelancer employment directly; or
 - 3. all Service Fees that would be earned by us from the relationship in question during the Non-Circumvention Period, computed based on the annualized amount earned by Freelancer from Client during the most recent normalized 8-week period, or during such shorter period as data is available to us;
 - iii. provided, however, that if the amount in (2) and (3) cannot be ascertained due to uncertainty or lack of sufficient information, then Freelance For Law and you agree that fee shall be \$3,500; if only one of (2) or (3) can be ascertained, then Freelance For Law and you agree that amount shall be used if it is greater than \$3,500.
- c. To pay the Opt-Out Fee, you must request instructions by sending an email message to legal@FreelanceForLaw.com.
- d. If we determine, in our sole discretion, that you have violated this Section, we or our affiliates may, to the maximum extent permitted by law

- i. charge your Payment Method the Opt-Out Fee (including interest) if permitted by law or send you an invoice for the Opt-Out Fee (including interest), which you agree to pay within 30 days,
- ii. close your Account and revoke your authorization to use the Site and Site Services, and/or
- iii. charge you for all losses and costs (including any and all time of Freelance For Law's employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

m. Taxes and Benefits

- a. Freelancer acknowledges and agrees that Freelancer is solely responsible for:
 - i. all tax liability associated with payments received from Freelancer's Clients and through the Services, and that we will not withhold any taxes from payments to Freelancer,
 - ii. obtaining any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Freelancer is not covered by or eligible for any insurance from us,
 - iii. determining whether Freelancer is required by applicable law to issue any particular invoices for the Freelancer Fees and for issuing any invoices so required,
 - iv. determining whether Freelancer is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Freelancer Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate, and
 - v. if outside of the United States, for determining if we are required by any applicable law to withhold any amount of the Freelancer Fees and for notifying us of any such requirement and indemnifying, defending, and holding us harmless for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest).
- b. In the event of we are audited, you agrees to promptly cooperate with us and provide to us copies of your tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing that you are engaging in an independent business as represented to us.
- c. We 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 will refer to VAT, GST and any other similar local sales taxes collectively as "**VAT**") in the jurisdiction of the

Freelancer (the "**Taxes**"). In such instances, any amounts we are required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Freelance For Law under the Terms of Service.

11. LIMITATION OF LIABILITY, RELEASE, INDEMNIFICATION, AND DISCLAIMER OF WARRANTIES

a. Limitation of Liability

- a. Freelance For Law is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:
 - i. your use of or your inability to use our Site or Services;
 - ii. delays or disruptions in our Site or Services;
 - iii. viruses or other malicious software obtained by accessing, or linking to, our Site or Services;
 - iv. glitches, bugs, errors, or inaccuracies of any kind in our Site or Services;
 - v. damage to your hardware device from the use of the Site or Services;
 - vi. the content, actions, or inactions of third parties or other User's use of the Site or Services;
 - vii. a suspension or other action taken with respect to your Account;
 - viii. your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
 - ix. your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.
- b. ADDITIONALLY, IN NO EVENT WILL WE, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF FREELANCE FOR LAW, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF:
 - i. \$2,500; OR
 - ii. ANY FEES RETAINED BY FREELANCE FOR LAW WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR

FREELANCER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

b. Release

- a. You hereby release us, our affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement.
- b. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Freelancer Services provided to Client by a Freelancer and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in our agreements.
- c. TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
- d. This release will not apply to a claim that Freelance For Law failed to meet our obligations under the Terms of Service.

c. Indemnification

- a. You will indemnify, defend, and hold harmless Freelance For Law, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of:

- i. the use of the Site and the Services by you or your agents, including any payment obligations or default incurred through use of the Site or Services,
 - ii. any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Freelancer as an independent contractor,
 - iii. the classification of us as an employer or joint employer of Freelancer,
 - iv. any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation,
 - v. and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits,
 - vi. failure to comply with the Terms of Service by you or your agents,
 - vii. failure to comply with applicable law by you or your agents,
 - viii. negligence, willful misconduct, or fraud by you or your agents,
 - ix. defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property or allegations thereof to the extent caused by you or your agents. For purposes of this Section, your "agents" includes any person who has apparent authority to access or use your account demonstrated by using your username and password.
- b. **"Indemnified Claim"** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.
- c. **"Indemnified Liability"** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

d. No Warranty

YOU AGREE NOT TO RELY ON THE SITE, THE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE 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, FREELANCE FOR LAW 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. SECTION X **[Term and termination]** STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST FREELANCE FOR LAW WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

12. DISPUTES BETWEEN YOU AND FREELANCE FOR LAW

a. Dispute Process, Arbitration, and Scope

- a. This Arbitration Provision applies to any Claim the parties may have and survives after your relationship with us ends, including the termination of this Agreement.
- b. If a dispute arises between you and us, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided below, you agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with us (including without limitation any claimed employment with us, one of our affiliates, or successors), the termination of your relationship with Freelance For Law, or the Services (each, a **"Claim"**) in accordance with this Section, sometimes referred to as the **"Arbitration Provision."**
- c. Claims covered by this Section include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the other Terms of Service, any Service Contract, payments or agreements, any payments or monies you claim are due to you from Freelance For Law or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar

subject matters, and all other federal or state legal claims arising out of or relating to your relationship with us or the termination of that relationship.

- d. Disputes between the parties that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement
- e. This Arbitration Provision does not apply to litigation against us that is or was already pending in a state or federal court or arbitration before the expiration of the opt-out period set forth in below. Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section unless all parties to that arbitration consent in writing to that amendment.
- f. This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits.
- g. Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law.
- h. Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Freelance For Law will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.
- i.

b. Choice of Law

- a. This Agreement, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Delaware. However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

c. Informal Dispute Resolution

- a. Before serving a demand for arbitration of a Claim, you agree to first notify us of the Claim. Notification to us of the Claim must be made by email to legal@FreelanceForLaw.com, and we agree to provide to you a notice at your email address on file (in each case, a “**Notice**”). Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or us, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and us will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s Claim, which, if successful, will avoid the need for further action.

d. Binding Arbitration

- a. This Arbitration Provision applies to all Users except Users located outside of the United States and its territories.
- b. In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you agree to resolve the Claim by final and binding arbitration before an arbitrator from JAMS, instead of a court or jury. JAMS may be contacted at www.jamsadr.com.

e. Conduct of Arbitration

- a. Except as otherwise provided herein, arbitration will be conducted in Delaware in accordance with the JAMS Comprehensive Arbitration Rules and Procedures’ Optional Expedited Arbitration Procedures then in effect.
- b. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute also will be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located.
- c. Claims by Freelancers that allege employment or worker classification disputes or will be conducted in the state and within 25 miles of where Freelancer is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect.
- d. The applicable JAMS arbitration rules may be found at www.jamsadr.com or by searching online for “JAMS Comprehensive Arbitration Rules and Procedures,” “JAMS Employment Arbitration Rules,” or “JAMS Consumer Arbitration Minimum Standards.” Any dispute regarding the applicability of a particular set of JAMS rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.
- e. You and must follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the Freelancer will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to

court actions in the jurisdiction where the arbitration will be conducted, and we will make up the difference, if any.

- f. In any arbitration under the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect in which a User makes a claim under a consumer protection statute, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, or \$250.00, whichever is less, and we will make up the difference, if any.
- g. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

f. Class and Collective Waiver

- a. This Arbitration Provision affects your ability to participate in class or collective actions. You agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("**Class Action Waiver**").
- b. Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which:
 - i. the dispute is filed as a class or collective action, and
 - ii. there is a final judicial determination that all or part of the Class Action Waiver is unenforceable,

the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

- c. You understand that you will not be retaliated against, disciplined, or threatened with discipline as a result of your filing or participating in a class or collective action in any forum. However, we may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

g. Right to Opt Out

- a. You may opt out of the Arbitration Provision contained in this Section by notifying us in writing within 30 days of the date you first became a User. To opt out, you must send a written notification to us by email at legal@freelanceforlaw.com and includes:

- i. your Account username,
 - ii. your name,
 - iii. your address,
 - iv. your telephone number,
 - v. your email address, and
 - vi. a statement indicating that you wish to opt out of the Arbitration Provision. Opting out of this Arbitration Provision will not affect any other terms of this Agreement.
- b. Opting out of this Arbitration Provision will not affect any other terms of this Agreement.
 - c. If you do not opt out as provided in this Section, continuing your relationship with Freelance For Law constitutes mutual acceptance of the terms of this Arbitration Provision by you and Freelance For Law. You have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

h. Confidentiality

We offer the Site and Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site 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 Site 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 Freelance Services; and (d) 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

13. ACCESS OUTSIDE THE UNITED STATES

- a. We make no representations that the Site is appropriate or available for use outside of the United States. Those who access or use the Site or Services from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- b. In order to access or use the Site or Site Services, you must and hereby represent that you are not:
 - a. a citizen or resident of a geographic area in which access to or use of the Site or Services is prohibited by applicable law, decree, regulation, treaty, or administrative act;
 - b. a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or
 - c. an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation.
- c. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Services or your license to use the Site or Services will be immediately revoked, including possible Account closure.

14. GENERAL PROVISIONS

- a. **Entire Agreement.** This Agreement, together with the other Terms of Service, constitute the sole and entire agreement between you and Freelance For Law regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, the extent they relate in any way to the subject matter hereof and thereof, including the Site and Services.
- b. **Modification.** No modification or amendment to the Terms of Service will be binding upon us unless in a written instrument signed by our duly authorized representative or publicly posted on the Site by us.
- c. **Wavier.** No waiver of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision
- d. **Severability.** If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect
- e. **Force Majure.** No party is responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party.
- f. **Electronic Records.** In connection with these Terms of Service, you may be entitled to receive certain records from us or our affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Services, you give us permission to provide these records to you electronically.