

TERMS AND CONDITIONS

Updated: September 7, 2009

Welcome to Law Clerk Connection. The following Terms of Service, which include the Site Policies, are a contractual agreement between you and Law Clerk Connection, LLC ("Law Clerk Connection"). The Terms of Service together with the Site Policies are collectively referred to as the "Agreement" and as the "Terms of Service." Certain defined terms used in this Agreement are available here. By visiting or using the services available from the domain and sub-domains (including YourLawyerConnection.com) of **www.LawClerkConnection.com** (the "Site"), you are agreeing to be legally bound by the Agreement. We suggest that you consult the Terms of Service and the linked information regularly for updates. We reserve the right to revise the Terms of Service and all linked information from time to time in our sole discretion by updating this posting or any linked information. Unless otherwise provided in such revision, the revised terms will take effect when they are posted.

1. Law Clerk Connection is not a lawyer referral service or a legal recruiting service.
2. Law Clerk Connection provides an online forum for:
 - a. Members of the general public (General Public Members) to review profiles of attorneys and seek their legal services for a fee;
 - b. Licensed attorneys to provide legal services to General Public Members or other Lawyer Members, or to hire Law Clerk Members to assist in the Lawyer Member's caseload; and
 - c. Law students/graduates (Law Clerk Members) to help provide legal assistance to Lawyer Members.
3. Law Clerk Connection also provides an online forum for Law Clerk Members and Lawyer Members to interact for advice and mentorship, as well as a database of free legal resources for research.
4. Law Clerk Connection is not responsible for the conduct of any Member and does not guarantee performance.
5. Law Clerk Connection does not provide legal services.

ABOUT LAW CLERK CONNECTION, LLC

Law Clerk Connection makes the Site available as an online workplace where Clients for professional services ("Clients") and Providers of professional services ("Providers") identify each other and collaborate to take advantage of the following services (collectively, the "Services"):

Marketplace Services. The Site is an online marketplace where: (1) Clients post service requests and legal project descriptions ("Legal Projects") to receive proposals or conduct searches and locate, interview and hire Providers for Legal Projects; and (2) Providers advertise their capabilities, respond to inquiries, submit proposals, get interviewed and get hired to provide their Services to Clients (collectively, "Marketplace Services"). In providing the Marketplace Services, Law Clerk Connection does NOT source or deliver Legal Projects. Law Clerk Connection only provides the online workplace for Clients and Providers to find and contract with each other for Legal Projects. See the Site Policies for further information on Marketplace Services.

Workplace Services. The Site is also an online workplace where Law Clerk Connection provides to Clients and Providers of professional services certain collaboration, remote work management, and billing and payment tools and other Services (collectively, "Workplace Services"). Workplace Services does not mean Marketplace Services. See Billing and Payment Service Terms and Conditions, and Dispute Resolution Policy for further information on Workplace Services.

FEES

Law Clerk Connection will charge Clients a Service Fee upon posting a Legal Project. This Service Fee covers the cost of providing Law Clerk Connection Services and expenses incurred with third-party payment processors such as credit card companies, PayPal, and banks. The total amount of the Service Fee varies according to the cost of the Legal Project.

Clients: By visiting or using the Site you agree to use Law Clerk Connection to make all payments to Providers you identify on the Site, so that Law Clerk Connection can collect its Service Fee. You also acknowledge and agree that Law Clerk Connection earns its Service Fee on all payments to a Provider you identify on Law Clerk Connection in the first 12 months after you identify the Provider through the Site, regardless of whether you make the payments through Law Clerk Connection or not. You agree not to take any action directly or indirectly to circumvent these fees.

After 12 months, our Service Fee for payments to the Provider applies only if the payment is made through the Payment Service.

Providers: By visiting or using the Site, or by communicating with Clients identified through the Site, you agree to use Law Clerk Connection to receive all payments you receive from Clients you identify on the Site, so that Law Clerk Connection can collect its Service Fee. You also acknowledge and agree that Law Clerk Connection earns its Service Fee on all payments from a Client you identify on Law Clerk Connection in the first 12 months after you identify the Client through the Site, regardless whether you receive the payments through Law Clerk Connection or not. You agree not to take any action directly or indirectly to circumvent these fees, and to pay additional fees that apply as described on the Site and in the Site Policies. After 12 months, our Service Fee for payments from the Client applies only if the payment is made through the Payment Service.

MEMBER ELIGIBILITY

Our Services are available only to legal entities and individuals in business who are 18 years or older and can form legally binding contracts. To register for an Account with Law Clerk Connection and become a Member, you must accept all of the terms and conditions in, and linked to, the Terms of Service. Law Clerk Connection reserves the right in its sole discretion to refuse, suspend, or terminate service to anyone.

Only lawyers ("Lawyers") licensed to practice law in the state requested by a General Public Member may bid on that Member's project. Lawyers must have their state bar credentials verified through the Site prior to bidding on General Public Member projects.

Only law students and graduates ("Law Clerks") may bid on projects posted by licensed Lawyers. Law Clerks may not bid on projects posted by General Public Members.

General Public Members may not act as a Provider on the Site, only as a Client.

YOUR ACCOUNT

To become a Member and use the Services available from the Site you must register for an "Account" and pay a membership fee for the level of membership in which you qualify. All membership fees are non-refundable. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, and to update such information to maintain its truth, accuracy and completeness. You cannot register for more than one Client Account and one Provider Account.

Passwords and Use of Account

When a Member registers an Account, the Member will be asked to choose a Username and password for the Account. You must safeguard and you are entirely responsible for maintaining the confidentiality of your password. You agree not to (1) use any Account, Username, or password of another User of the Site that you are not authorized to use or (2) authorize others who are not authorized to do so to use the Account at any time. You agree to notify us immediately if you suspect any unauthorized use of the Account or access to your password or the password of any User of your Account. You are solely responsible for and we may rely on any use of the Site with your Username and password as authorized by you.

LEGAL RELATIONSHIPS

Law Clerk Connection Provides an Online Workplace. Law Clerk Connection makes the Site available as an online marketplace and online workplace where Clients and Providers of professional services locate and connect with each other and take advantage of the Services. Law Clerk Connection is not involved in the dealing and contracting between Clients and Providers, or in the Providers' delivery of Provider Services to Clients. Law Clerk Connection has no control over and does not guarantee the quality, safety or legality of Provider Services advertised, the truth or accuracy of listings, the qualifications, background, or abilities of Members, the ability of Providers to deliver Provider Services, the ability of Clients to pay for Provider Services, or that a Client or Provider can or will actually complete a transaction.

Performance of Member Contracts. Upon acceptance of a proposal, the Client agrees to purchase, and the Provider agrees to deliver, the Provider Services in accordance with the proposal, the Terms of Service, and any other contract uploaded to the Site by the parties (collectively, the "Member Contract"). You agree not to enter into any contractual provisions in conflict with the Terms of Service. Any provision of a Member Contract in conflict with the Terms of Service is void. The Client and Provider each covenants and agrees to act with good faith and fair dealing in performance of the Member Contract. Furthermore, the Client and Provider each acknowledges and agrees that the value, reputation, and goodwill of the Site depend on their performance of the foregoing covenants and agreements. The Client and the Provider therefore agree that Law Clerk Connection has the right to take such actions with respect to the Member Contract, including without limitation suspension, termination, or legal actions, as Law Clerk Connection in its sole discretion deems necessary to protect the value, reputation, and goodwill of the Site.

Legal Projects. By registering as a Member, you acknowledge and agree that whenever you use our Marketplace Services you locate, choose, connect with and hire or are hired directly by other Members of the Site to receive or deliver Legal Projects in accordance with the Terms of Service. Law Clerk Connection is not involved in the dealing or contracting between Clients and Providers for Legal Projects, or in the Providers' delivery of Legal Projects to Clients. Law Clerk Connection is not a party to any contract for any purchase and sale of Legal Projects or any other Provider Services on the Site. All rights and obligations for the purchase and sale of any Legal Projects are solely between Clients and Providers. Each Client and Provider must look solely to the other for enforcement and performance of all the rights and obligations arising from Legal Projects in accordance with the Terms of Service and any other terms, conditions, representations, or warranties associated with such dealings.

Relationship Between Clients and Providers. Each Client and Provider acknowledges and agrees that their relationship is that of independent contractors. The Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and nothing in the Terms of Service shall be deemed to create a partnership, joint venture, agency, employer-employee relationship or otherwise.

Taxes, Reporting and Legal Responsibilities. Each Member is solely responsible for satisfying any income tax, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, including without limitation those applicable to the purchase and sale of Services from and by independent contractors.

Directory of Providers. The Site contains a directory of Providers. The directory is populated with information from third party sources, from Providers themselves and from other Members. Law Clerk Connection provides this directory as a convenience and does not confirm or verify the information contained in it, unless specifically stated otherwise.

Third Party Content, Verification and Monitoring. Law Clerk Connection makes available to Members on the Site limited Services to verify a Member's identity or credentials ("Verification Providers"). This Service is limited to viewing educational transcripts and verifying licensed attorney status with the state bar unless specifically indicated by a "Verified" notation in a Provider's Profile. Law Clerk Connection has no editorial control over third party content. Law Clerk Connection is not responsible for and does not monitor content for accuracy or reliability. Any opinions, advice, statements, Services, offers or other information or content express or made available by third parties, including information providers, and Members, are those of the respective author(s) or distributor(s) and not of Law Clerk Connection. Law Clerk Connection neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on this Site by anyone other than authorized Law Clerk Connection employees acting in their official capacities. Law Clerk Connection does not confirm or verify if a Provider claiming to be a professional or claiming to be qualified to provide professional advice is in fact licensed or otherwise qualified to provide the Services or advice being requested.

Links. This Site may contain links to other Web sites or resources and access and use of certain services offered by third parties, including online communication services such as email and calls and your access and use of those Web sites, resources or services, including the online communication services, will be governed by the terms and policies of the Web site or resource or Provider. You acknowledge and agree that Law Clerk Connection is not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such Sites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links and these services at your own risk.

No Agency. The Terms of Service and any registration for or subsequent use of this Site will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and Law Clerk Connection, except and solely to the extent expressly stated.

Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Law Clerk Connection and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; or (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site.

Data. You are responsible for creation, storage, and backup of your business records. The Terms of Service and any registration for or subsequent use of this Site will not be construed as creating any responsibility on Law Clerk Connection's part to store, backup, retain, or grant access to any information or data for any period.

WARRANTY DISCLAIMER

THE SERVICES PROVIDED BY LAW CLERK CONNECTION OR ANY OF OUR LICENSORS OR PROVIDERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE WEB SITE BY ANY THIRD PARTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR LICENSORS OR PROVIDERS BE LIABLE TO YOU OR ANY OTHER MEMBER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED IN THE GREATER OF: (A) \$100 OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

RELEASE

If you have a dispute with another Member, you release Law Clerk Connection (and our officers, directors, agents, subsidiaries, joint ventures and employees) 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 such dispute. **You hereby waive 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

INDEMNITY

You agree to defend, hold harmless and indemnify Law Clerk Connection from and against any and all losses, costs, expenses, damages or other liabilities incurred by Law Clerk Connection from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against Law Clerk Connection: (a) in connection with your use of the Services including any payment obligations incurred through use of the Services; or (b) resulting from: (i) your use of the Site (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other Members; (iv) any breach of contract or other claims made by Members with which you conducted business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any Member; (viii) any act or omission of yours with respect to the payment offers to any Provider; (ix) your dispute of or failure to pay any invoice or any other payment; and/or (x) your obligations to a Provider. Any such indemnification shall be conditioned on our: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

INTELLECTUAL PROPERTY

License and Site Access. Subject to and conditioned on compliance with the Terms of Service, Law Clerk Connection grants you a limited license to access and, if you are a Member, to use this Site internally for the purpose of ordering and receiving the Services available and authorized from this Site. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of this Site in any way for any public or commercial purpose without prior written consent of Law Clerk Connection or the rights holder. You must not use any content of this Site on any other Web site or in a networked computer environment for any purpose except your own internal viewing. You will not attempt to reverse engineer or attempt to interfere with the operation of any part of this Site unless expressly permitted by law. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Law Clerk Connection.

Reservation of Rights; Limited Licenses. Law Clerk Connection and its licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site. The Law Clerk Connection and YourLawyerConnection.com logos and names are trademarks of Law Clerk Connection, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site may be the trademarks of their respective owners. Except as expressly stated above, nothing in the Terms of Service confers any license under any of Law Clerk Connection's or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

CUSTOMER SERVICE

If you have any questions, suggestions, reports of problems or complaints regarding any Law Clerk Connection Services, your use of the Site, the conduct of or purchase, sale, delivery, or payment of or for Services by or from any Member, please contact Customer Service.

NOTICES AND COMMUNICATIONS

Unless you otherwise indicate in writing to Customer Service, Law Clerk Connection will communicate with you by email or by posting communications on this Site. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when Law Clerk Connection sends it to the email address you have provided to Law Clerk Connection on this Site, or when Law Clerk Connection posts such communication on this Site. You must keep your email address updated on this Site, and you must regularly check this Site for postings. If you fail to respond to an email message from Law Clerk Connection regarding violation, dispute or complaint within two business days, Law Clerk Connection will have the right to terminate or suspend your

Legal Project or your Account. All notices to Law Clerk Connection intended to have a legal effect concerning this Agreement must be in writing and delivered by a means evidenced by a delivery receipt, to the following address:

Law Clerk Connection, LLC
2795 East Bidwell, Suite 100-216
Folsom, CA 95630

Such notices to Law Clerk Connection are deemed effective upon receipt.

RESOLUTION OF DISPUTES BETWEEN MEMBER AND LAW CLERK CONNECTION

If a dispute arises between you and Law Clerk Connection, our goal is to resolve such dispute quickly and cost effectively. Accordingly, you and Law Clerk Connection agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Law Clerk Connection Services (a "Claim") in accordance with this section entitled "Resolution of Disputes Between Member and Law Clerk Connection." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

Law and Forum for Disputes. The Terms of Service are governed in all respects by the laws of the State of California without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against Law Clerk Connection must be resolved by a court located in Sacramento County, California, or as described in the Arbitration Option paragraph below. You hereby submit to the personal jurisdiction of the courts located within Sacramento County, California for the purpose of litigating all such claims or disputes. Any cause of action you may have with respect to this Site must be commenced within 30 days after it arises, or the cause of action is barred.

Arbitration Option. For any claim arising between you and Law Clerk Connection (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

Improperly Filed Claims. Should you file a claim contrary to this section entitled "Resolution of Disputes Between Member and Law Clerk Connection," Law Clerk Connection will be entitled to recover attorneys' fees and costs up to \$2,000, provided that Law Clerk Connection has notified you in accordance with the Terms of Service of the improperly filed claim, and you have failed to promptly withdraw the claim.

TERMINATION AND SUSPENSION

This Agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by Law Clerk Connection or you as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the Agreement at any time upon notice to the other party. In such event, (i) Law Clerk Connection shall continue to perform those Law Clerk Connection Services necessary to complete any open transaction between you and another Member; and (ii) you shall continue to be obligated to pay Law Clerk Connection and any Providers for any Services for which you have hired such Providers in order to complete any such transactions. Without limiting Law Clerk Connection's other remedies, we may issue a warning, temporarily suspend, indefinitely suspend or terminate your Account or a Legal Project, and refuse to provide any or all Services to you if: (a) you breach any terms and conditions of the Terms of Service or the linked policies and information incorporated herein by reference, including our written policies and procedures posted on the Site; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe in our sole discretion that your actions may cause legal liability for you, our Members or for Law Clerk Connection or are contrary to the interests of the Site or the Law Clerk Connection user community. Once temporarily suspended, indefinitely suspended or terminated, you may not continue to use the Site under the same Account, a different

Account or re-register under a new Account. Without limiting Law Clerk Connection's other remedies, to the extent you engage in actions or activities which circumvent the Law Clerk Connection Site or otherwise reduce fees owed Law Clerk Connection under the Terms of Service, you will pay Law Clerk Connection for all fees owed to Law Clerk Connection and reimburse Law Clerk Connection for all losses and costs (including any and all Law Clerk Connection employee time) and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees. When your membership is terminated, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts and proposals. The provisions entitled "Warranty Disclaimer," "Limitation of Liability," "Release," "Indemnity," "Intellectual Property," "Notices and Communications," "Resolution of Disputes between Member and Law Clerk Connection," "General," "Audit Provisions and Maintaining Records" and "Billing and Payment Services" will survive termination of this Agreement.

NOTIFICATION OF LAW CLERK CONNECTION MEMBERS

You acknowledge and agree that the value, reputation and goodwill of the Site depend on transparency of Member Account status to all Members, including both yourself and other Members who are participating in Legal Projects with you. You therefore agree as follows:

IN THE EVENT LAW CLERK CONNECTION SUSPENDS OR TERMINATES YOUR REGISTRATION, LAW CLERK CONNECTION WILL HAVE THE RIGHT BUT NOT THE OBLIGATION TO (1) NOTIFY OTHER MEMBERS ENGAGED IN ACTIVE LEGAL PROJECTS WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR TERMINATED REGISTRATION STATUS AND (2) PROVIDE THEM WITH SUMMARY REASONS FOR THE ACTION.

DISCLOSURES

Law Clerk Connection, located in Folsom, California, is the provider of the electronic commercial service on this Site. Members are notified, via this Site, in advance regarding any applicable service charges. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 1625 N. Market Blvd., Sacramento, CA 95834, or by calling 1-800-952-5210 for callers in California, and 1-916-445-1254 for callers outside California. Upon your request, you may have this Agreement sent to you by email. Please feel free to contact Law Clerk Connection to resolve a complaint regarding any aspect of service relating to this Site by writing to the above address, or contact us at Customer Service.

CERTAIN DEFINED TERMS

As used throughout the Agreement:

"Account" means the Law Clerk Connection Account you open when you register to become a Member and use the Services.

"Law Clerk Connection Services" means any of the above Services that are delivered by Law Clerk Connection.

"Lawyer Member" means a Member that is a licensed attorney that investigates and purchases or delivers Provider Services.

"Law Clerk Member" means a Member that is a law student or graduate of a recognized law school that offers and delivers Provider Services to Lawyer Members only.

"General Public Member" means a Member that is not a licensed attorney, that investigates and purchases Provider Services from Lawyer Members only.

"Member" means a person or legal entity that registers for an Account.

“Provider” means a Member that is a lawyer, law student or graduate of a recognized law school that offers and delivers Provider Services.

“Provider Services” means all Legal Projects and any other Services delivered by Providers.

“User” means (1) a person who is a Member, using the Site on his or her own behalf, or (2) a person who is using the Site on behalf of a Member that is a company or organization.

“Visitor” means a person who is only visiting the Site, not a Member or User.

“you” means a Visitor or Member accessing the Site or using the Services on his or her own behalf; or, if the Services are used on behalf of a Member, “you” means the Member for which the Services are used and the User who accesses the Site on behalf of such Member (and such User represents that he or she has the authority to do so on the Member’s behalf).

GENERAL

You are responsible for compliance with applicable local laws, keeping in mind that access to the contents of this Site may not be legal for or by certain persons or in certain countries. Law Clerk Connection will not be considered to have modified or waived any of our rights or remedies under the Terms of Service unless the modification or waiver is in writing and signed by an authorized representative of Law Clerk Connection. No delay or omission by Law Clerk Connection in exercising its rights or remedies will impair its rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. If any part of the Terms of Service is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect. You will not transfer, assign or delegate your rights or obligations (including your Account) under the Terms of Service to anyone without the express written permission of Law Clerk Connection, and any attempt to do so will be null and void. Law Clerk Connection may assign this Agreement in its discretion. Except for the payment of fees to Law Clerk Connection, neither of the parties to this Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder 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. The time for performance of such party shall be extended by the period of such delay. The boldface paragraph headings in the Terms of Service are included for ease of reference only and have no binding effect. The Terms of Service and all documents referenced in the Terms of Service (including the Site Policies listed below) comprise the entire agreement between you and Law Clerk Connection with respect to the use of this Site and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any Web site that link to or are linked from this Site.

Site Policies. The Agreement hereby incorporates all terms and conditions, rules, policies, and guidelines on the Site, including:

Billing and Payment Service
Terms and Conditions
Privacy Policy
Copyright Policy
Registration Information
Safeguarding Your Password
Posting Information or Content
User Obligations
Posting Legal Projects
Communication
Rating and Feedback System
Providing Services
Provider Membership Fees
Provider Service Fees
Enforcement of Site Policies
Dispute Resolution Process
Contacting Customer Service

BILLING AND PAYMENT SERVICE TERMS AND CONDITIONS

The Law Clerk Connection Billing and Payment Service ("Payment Service") enables Providers to issue invoices and enables Clients to make payments for services. Every time a Client makes a payment through the Payment Service, Law Clerk Connection deducts the appropriate Service Fee and Payment Processing Fee due Law Clerk Connection as described on the Site. The Payment Service is intended for business use, so you agree to use the Payment Service primarily for business, and not primarily for personal, family, or household purposes.

Mandatory Use of Payment Service

As a Client, you agree to use the Payment Service to make all payments to a Provider, for a period of one year after you identify the Provider through the Site, whether first-time, repeat, or follow-on. You also agree not to take any action directly or indirectly to circumvent the Law Clerk Connection Service Fee. You may opt out of the foregoing obligation for any Provider you identify, if you pay Law Clerk Connection an Opt-Out Fee for such Provider as provided below.

As a Provider, you agree to use the Payment Service to receive all payments from a Client for a period of one year after you identify the Client through the Site, whether first-time, repeat, or follow-on. In addition, you acknowledge and agree that a Client is not obligated to pay any invoice to you unless you originated that invoice through the Payment Service. If Law Clerk Connection notifies you that your Client has paid Law Clerk Connection an Opt-Out Fee, the foregoing obligations will not apply for your work with that Client.

Opt-Out Fee

A Client and Provider are not required to use the Payment Service only if the Client pays Law Clerk Connection a fee in the amount of \$1,500.00 ("Opt-Out Fee") for identifying the Provider through the Site. The Client may elect to pay the Opt-Out Fee at anytime. Once the Client pays the Opt-Out Fee, the Client and the Provider may request, make, and accept payments outside the Site for any work they do together thereafter. You must contact Law Clerk Connection by sending an email to us at the following email address: optoutfee@LawClerkConnection.com for instructions how to pay an Opt-Out Fee. If a Client does not use the Payment Service to make payments to a Provider as agreed above, and fails to pay the Opt-Out Fee, then the Client agrees that it is liable and will pay to Law Clerk Connection the greater of: (a) \$1,500.00 or (b) the amount of all Service Fees that Law Clerk Connection would earn or would have earned, computed as described on the Site, if the Client and the Provider used the Payment Service to make and receive all payments for their work together, for a period of one year after identifying each other through the Site, whether first-time, repeat, or follow on.

Non-Circumvention of Service Fee. You agree not to engage in any action or activity meant to circumvent the Service Fee. Prohibited practices include (but are not limited to) the following:

- Placing low value or placeholder proposals, with unreasonably high final service charges.
- Suggesting or soliciting Clients to hire or pay, or Providers to work or receive payment, outside the Law Clerk Connection system.
- Submitting proposals for a Legal Project posted on the Site outside of the Law Clerk Connection system.
- Reporting on the Site a Legal Project amount different than that agreed between Client and Provider.

If you are aware of a breach of the foregoing prohibitions, or any potential circumvention of Law Clerk Connection's fees, please submit a confidential report to Law Clerk Connection by sending an email to us at the following email address: policy@LawClerkConnection.com.

Legal Relationships

When you use the Payment Service to bill for or pay service fees, Law Clerk Connection acts as your agent based upon your direction and your requirements to perform tasks on your behalf. Law Clerk Connection will hold your Account funds separate from its corporate operating accounts, and will not voluntarily make your funds available to its creditors in the event of a bankruptcy or for any other purpose. You acknowledge that: (1) Law Clerk Connection is not a bank and the Payment Service is a payment service rather than a banking service; and (2) Law Clerk

Connection is not acting as a trustee or fiduciary with respect to your funds, but is acting only as an agent and custodian. (3) LAW CLERK CONNECTION IS NOT A BANK, AND AMOUNTS TRANSFERRED THROUGH OR STORED IN THE PAYMENT SERVICE ARE NOT INSURED DEPOSITS. In addition, your Account will not constitute an escrow.

By initiating invoices and sending payments through the Payment Service or adding funds to your Account, you appoint Law Clerk Connection as your agent to obtain the funds on your behalf and to transfer the funds to the recipient that you designate, subject to the terms and conditions of this Agreement. Each Provider must properly discharge and credit Clients for all payments Law Clerk Connection receives through the Payment Service from such Clients.

Payment Provider

Law Clerk Connection acts as a payment Provider by creating, hosting, maintaining, and providing the Payment Service to you via the Internet. Law Clerk Connection does not have any control over the Provider Services purchased or sold with the Payment Service, nor whether a Client or Provider you are dealing with will actually complete the transaction. Nothing in the Payment Service will be deemed to constitute Law Clerk Connection your agent with respect to any Provider Services purchased and sold by Users through the Site, or expand or modify any warranty, liability or indemnity stated in the Terms of Service.

Interest

You agree that you will not receive interest or other earnings on the funds in your Account or that Law Clerk Connection otherwise handles as your agent. Law Clerk Connection may earn and retain interest on those funds, or may receive a reduction in fees or expenses charged for banking Services or other compensation in respect of any balances in Accounts.

Accounts

Funds in an Account may be used to pay Providers, to pay Legal Project posting fees, membership fees, service fees, connect fees, wire transfer fees and Buy Outs.

A Client may add funds to its Account by any of the methods available on the Site. The Client must reasonably intend that such amounts will be used to pay Law Clerk Connection or Providers for Services purchased through the Site.

A Provider may add to its Account by directing that Clients' payments for Services purchased on the Site and received through the Payment Service be added to their Account, or by any of the methods available on the Site. In the case of methods other than receiving Clients' payments for Services purchased on the Site, the Provider must reasonably intend that such amounts will be used to pay membership fees, service fees, connect fees, wire transfer fees or Buy Outs as provided in the Terms of Service.

How to Bill for Services Using the Payment Service

As a Provider, to request payment from a Client, using the Payment Service, you must follow the instructions and Payment Service links on the Site and provide the information requested. By requesting payment you authorize us to bill such Client and receive payments from the Client on your behalf in the amounts stated on the applicable Payment Service web page.

You acknowledge and agree that when you instruct Law Clerk Connection to request payment from a Client using the Payment Service, such instruction: (1) is a representation that you have completed the applicable Services fully and satisfactorily, and (2) constitutes an irrevocable instruction to Law Clerk Connection to invoice and accept payment from the Client on your behalf. Once Law Clerk Connection has charged the Client, Law Clerk Connection may be subject to charge back if the Client's credit card company, bank, or PayPal believes the above representations have been breached. As a Provider, you therefore agree, as a condition of using the Payment Service, that if the Client's credit card company, bank, or PayPal successfully charges back any amount to Law Clerk Connection for any reason, you hereby agree to repay Law Clerk Connection for such amounts, plus reasonable attorney fees and costs of collection, and Law Clerk Connection reserves the right to terminate Service to you in addition to all other rights available to Law Clerk Connection.

How to Pay for Services Using the Payment Service

As a Client, to pay a Provider, using the Payment Service, you must follow the instructions and links on the Site and provide the information requested. You must be a Member that holds a valid credit card issued by a bank acceptable

to Law Clerk Connection or a Member that holds a Verified PayPal account. Unless you have a balance in your Account, Law Clerk Connection will ask to charge your credit card, bank account, or PayPal for the necessary amount. By providing us with your credit card or bank account information, you authorize us to charge such credit card or bank account for the amounts stated on the applicable Payment Service web page.

You acknowledge and agree that when you instruct Law Clerk Connection to pay a Provider using the Payment Service, such instruction: (1) is a representation that the Provider has completed the applicable Services fully and satisfactorily, and (2) constitutes an irrevocable instruction to Law Clerk Connection to pay the Provider. Once Law Clerk Connection has paid funds to the Provider, Law Clerk Connection may not be entitled to demand return of the funds. You therefore agree, as a condition of using the Payment Service, NOT to ask your credit card company or bank to charge back any amount to Law Clerk Connection for any reason. In the event you do, you hereby agree to repay Law Clerk Connection for such amounts, plus reasonable attorney fees and costs of collection, and Law Clerk Connection reserves the right to terminate Service to you in addition to all other rights available to Law Clerk Connection.

Authorized Payments are Final

Your use of the Payment Service constitutes your agreement to pay for any amounts which you authorize us to charge against your Account and, as appropriate, your credit card, bank account, or PayPal. Such payments, once authorized, ARE FINAL.

Charge-backs

Law Clerk Connection reserves the right to seek reimbursement from you as a Provider, and you will reimburse Law Clerk Connection, if Law Clerk Connection discovers erroneous or duplicate transactions, or Law Clerk Connection receives a charge-back from any Client's credit card company, bank, or PayPal for any reason. Law Clerk Connection may obtain such reimbursement by charging the applicable Provider's Account, deducting amounts from future payments owed to the Provider, charging such Provider's credit card, or obtaining reimbursement from such Provider by any other lawful means. Failure to pay for reimbursements of charge-backs is cause for termination of Services.

Currency

The Payment Service operates in US Dollars and therefore Law Clerk Connection is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than US Dollars, nor is Law Clerk Connection responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or ACH to and from your Account.

Withdrawal of Funds

To withdraw funds from your Account, you must request such funds using any of the withdrawal methods available on the Site. Any such requests shall be subject to the conditions and restrictions contained on the Site and in the Terms of Service. Notwithstanding any other provision of the Terms of Service, if Law Clerk Connection determines in its sole discretion that a Member has violated the conditions and restrictions of the Site or Terms of Service, Law Clerk Connection will have the right to refuse to process the withdrawal.

Hold on Account Funds

Law Clerk Connection will make funds deposited in your Account generally available for you to use or withdraw. Law Clerk Connection reserves the right, at its sole discretion, to place a hold on funds for Client payments to clear, or if Law Clerk Connection suspects monies may be subject to charge back or if fraud is suspected. Law Clerk Connection will release a hold as soon as practical.

Agreement to Pay

If, for any reason, Law Clerk Connection does not receive payment for any amounts that you have authorized to be paid through your use of the Payment Service or other Law Clerk Connection Services, you agree to pay such amount immediately upon demand by Law Clerk Connection. You also agree to pay any interest charges, attorney's fees and other costs of collection incurred by Law Clerk Connection in collecting from you the authorized but unpaid amount. In such case, Law Clerk Connection may, at its option, stop processing any further payments made by you and apply any amounts then held by Law Clerk Connection on your behalf toward any deficiencies, losses or costs that we have incurred as a result of your use of the Payment Service or other Law Clerk Connection Service. We may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

Disputes Between Clients and Providers

Any disputes in connection with Services provided by Providers or payments made by Clients remain between such Clients and Providers. By using the Payment Service, you agree to follow the Dispute Resolution Policy. You further acknowledge that Law Clerk Connection will not be a party to any such dispute. Law Clerk Connection will attempt to take the actions set forth in the Dispute Resolution Policy, but Law Clerk Connection will not be obligated to take any other action or refrain from taking any other action toward resolving any such dispute. Law Clerk Connection may, at its sole discretion, may be required to, withhold or delay payment in the event of dispute between a Client and a Provider.

Reservation of Rights

Law Clerk Connection reserves the right to seek reimbursement from any Provider and Provider will reimburse Law Clerk Connection if Law Clerk Connection discovers erroneous or duplicate transactions or receives a charge-back from any Client's credit card company, bank, or PayPal for the amount of such Client's purchase from such Provider. Law Clerk Connection may obtain such reimbursement by deducting from future payments owed to such Provider, by reversing any credits to such Provider's bank account, by charging such Provider's credit card, or by seeking reimbursement from such Provider by any other lawful means.

Questions

If you have any questions, suggestions or reports of problems regarding the Payment Service, please contact Customer Service.

PRIVACY POLICY

Please view our [Privacy Policy](#)

COPYRIGHT POLICY

Removal of Material for Which Copyright Infringement is Claimed

Pursuant to 17 USC. § 512 as amended by Title II of the Digital Millennium Copyright Act, Law Clerk Connection has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. If you believe your copyrights are being infringed by a user of the Services available at the domain and sub-domains of www.LawClerkConnection.com, please fill out a Notice of Infringement form and fax it to Law Clerk Connection Copyright Infringement Notices at 866-538-6062.

The information requested by the Notice of Infringement form substantively complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), which provides:

To be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a Provider that includes substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, are representative list of such works at that Site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Provider to locate the material.
4. Information reasonably sufficient to permit the Provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

Please provide a Notice of Infringement form each time you wish to report alleged acts of infringement and fax it to the number provided.

REGISTRATION AND OTHER INFORMATION

You agree to provide true, accurate and complete information as prompted by the Registration form and all forms you access on the Site, and to update this information to maintain its truthfulness, accuracy and completeness. Law Clerk Connection may suspend or terminate your Account if information you provide is not complete or accurate.

SAFEGUARDING YOUR PASSWORD

You agree to safeguard the User ID and password you use to access this Site. You authorize us to assume that any person using the Site with your User ID and password either is you or is authorized to act for you. Further, your Law Clerk Connection Account (including feedback) and User ID may not be transferred or sold to another party.

POSTING INFORMATION OR CONTENT

You agree to provide true, accurate and complete information whenever you post any information or content on the Site (including but not limited to posting a request for Services, providing a proposal for a posted Legal Project, posting your profile and providing feedback). You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks or other content regarding other Users, Members, Clients, Providers, Law Clerk Connection or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Members, Clients, Providers, Law Clerk Connection or any third party as a result of legally actionable or defamatory comments, remarks or other information or content which you post to the Law Clerk Connection Site. Under federal law (specifically, the Communications Decency Act of 1996), Law Clerk Connection is not legally responsible for any remarks, information or other content posted or made available on its Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. Law Clerk Connection is not responsible for and does not monitor or censor content for accuracy or reliability. Law Clerk Connection reserves the right to remove or restrict access to any information, content or Legal Project posted or made available on the Site in its sole discretion, or if ordered to do so by a court, or if Law Clerk Connection considers such information or content to be in violation of the Terms of Service. You agree NOT to do any of the following on the Site:

- Post any Legal Project, submit any bid or proposal, or otherwise use Law Clerk Connection to transmit any content or conduct any transaction that would violate any applicable law or regulation in the U. S. and any other country.
- Post any Legal Projects that are fake, posted without the intention to hire or complete the Legal Project or posted only to receive pricing information.
- Post any Legal Projects that offer commission or equity compensation.
- Post any Legal Projects that request free Services (other than Pro-Bono Legal Projects).
- Post any Legal Project, proposal, deliverable or transmit any content that infringes a third party's intellectual property rights, license rights, the terms and conditions of use of such third party's Web site or copyrighted materials or such third party's rights of publicity or privacy.
- Post any Legal Project, proposal, deliverable or transmit any content related to or containing any adult or sexually explicit material.
- Post Legal Projects related to bulk email or spam, including but not limited to bulk email hosting, scripts, active code, programs, proxies, lists and relay servers.
- Post false or misleading information about a product, service or service request.
- Post logos, seals or slogans from third parties on the Site unless such material is provided by Law Clerk Connection or an Law Clerk Connection partner, or you have received express written permission from Law Clerk Connection to display such third-party logo, seal or slogan.
- Post or transmit any content that is profane, vulgar, racist, offensive, threatening, harmful, abusive, defamatory or disparaging.
- Post or transmit unprofessional or offensive comments about a User, Member, Provider, Client, Law Clerk Connection or any third party.
- Post any Legal Project, submit any proposal that violates, or has the potential to violate, the integrity of academic and professional applications, tests and work; for example by passing off the skills, ideas or words of another as one's own; using another's production or content without crediting the source; presenting as new and original, ideas or products derived from an existing source; presenting fabricated facts, persons or sources as real.
- Suggest or solicit another User to contact you directly in order to buy or sell Services outside of

Law Clerk Connection.

- Access, tamper with or use non-public or non-authorized areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- Tamper with postings of other Users, Members or Law Clerk Connection.
- Solicit or gather any User's or Member's information available from the Site, such as other Usernames and email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, junk mail, spam or chain letters.
- Do anything that would create or impose an unreasonable or disproportionately large burden or load on the Site.
- Use robots, spiders, scrapers or other automated means to access information in our Site for any purpose without express written permission from Law Clerk Connection.
- Post or introduce software on the Site that: (i) is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of this Site or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair this Site or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "timelocks" or "drop dead" devices); (iii) would permit you or any other person to access this Site or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment or transmit information (sometimes referred to as "traps," "access codes," or "trap door" devices, or "spyware"); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.
- Post Legal Projects that violate the Terms and Conditions of other companies.
- Frame or link to the Site except as permitted in writing by Law Clerk Connection.
- Impersonate or misrepresent your affiliation with any person or entity.
- Require or request that a Provider deliver a free mock-up or proof of concept as part of a proposal submission or as a condition to consideration of a proposal.
- Repeat any action after you receive warning or request to desist from Law Clerk Connection, whether or not that action is explicitly prohibited in the policies stated on the Site.
- Fail to respond to an email from Law Clerk Connection regarding violation, dispute or complaint within two business days.
- Use the Site if you are not able to form legally binding contracts, are under age or are temporarily or indefinitely suspended from our Site.
- Take any action that may undermine the feedback or ratings systems (such as importing or exporting feedback information off the Site, or using feedback as an extortion mechanism).
- Copy, modify or distribute content from the Site, except for your own information and use, without the prior express written permission from Law Clerk Connection.
- Select a Client or hire a Provider on the basis of religion, sex or race.
- Violate a request by Law Clerk Connection to not post Legal Projects deemed by Law Clerk Connection in its sole discretion to be contrary to the interests of the Site or the Law Clerk Connection User community.
- Violate any other policies stated on the Site.

Violation of these rules may result in suspension or termination of your Account, in addition to all other remedies available to Law Clerk Connection or other Users or Members. If you are aware of a potential violation, please contact Customer Service. In order to operate the Site, Law Clerk Connection must have certain rights. Consequently, when you post information, text, files, links, attachments, software or other materials to publicly visible areas of the Site, you are granting, or warranting that the owner of such Content has expressly granted a worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable, non-exclusive right to use, reproduce, modify, transmit, distribute, perform, display and delete such Content (in whole or in part) and/or to incorporate such Content in other works in any form, media or technology now known or later developed.

USER OBLIGATIONS

You agree to: (a) abide by the Terms of Service and the processes and procedures described throughout the Site; (b) be financially responsible for your use of Law Clerk Connection and the purchase or delivery of Services; and (c) perform your obligations and complete the transaction as specified by the terms of your Legal Project or order, your

proposal or your agreed business terms, whichever is more recent, unless such transaction is prohibited by law or by the Terms of Service. Upon acceptance of a proposal, you agree to purchase the Services if you are a Client, or provide the Services if you are a Provider, in accordance with the terms agreed to by the parties, subject to any mutually agreed increase or decrease in Legal Project scope. If the scope of the Services to be provided increases beyond the initial scope on the date of acceptance and the billings for the Legal Project are larger than initially reported, you agree to report the higher amount through the Law Clerk Connection Payment Service and understand that the service fee Law Clerk Connection charges to the Provider may increase proportionally. As a Client, you agree not to pay invoices unless they are originated from the Law Clerk Connection Payment Service. As a Client you also understand that you are not obligated to pay invoices unless they are originated from the Law Clerk Connection Payment Service. As a Provider, you agree to send Clients invoices only through the Law Clerk Connection Payment Service, and agree to use this system for all Law Clerk Connection-originated business, whether first-time, repeat or follow-on. You understand that for our purposes a Client is not obligated to pay invoices unless they are originated through the Law Clerk Connection Payment Service.

POSTING LEGAL PROJECTS

Legal Project Guidelines You agree to utilize the following Legal Project guidelines:

- Post Legal Projects with clear scope, well-defined deliverables and required time frames. Do not hesitate to contact Customer Service for assistance with posting a Legal Project.
- Answer clarifying questions from Providers and update the Legal Project description.
- Evaluate multiple proposals against criteria important to you such as a Provider's work experience, education, portfolio, certifications, references, feedback from prior Clients, location, communication style and cost.
- Accept a proposal only when it has a clear statement of work, well-defined deliverables and milestones, precise timeframes and payment terms.
- Ask the Provider to utilize the Business Terms and Change Order features found in the Law Clerk Connection Resources Section to define key milestones and payment schedules.
- Ask for full contact information, for example telephone, and address information, of the other party once a bid proposal has been selected.
- Ask for the Provider's office hours and standard response times.
- Once you have hired for your Legal Project, use your Law Clerk Connection Control Panel (MyCP) to manage the Legal Project and the Law Clerk Connection private messages board to maintain an electronic record of all written communication between you and the Provider around scope, deliverables, milestones, timeframes, price, feedback, revisions, schedule changes, vacations, availability, delays, acceptance of deliverables and completion of milestones. In the event of a dispute, all written communication on Law Clerk Connection, including Legal Project post, proposals, business terms and private message communication will serve as the statement of record.
- Utilize Law Clerk Connection's Payment Service to maintain the privacy of your personal financial details; leverage Law Clerk Connection's anti-fraud measures; maintain a record of all invoices and payments; and, in the event of a problem, have access to Law Clerk Connection's Dispute Resolution process.
- After the Legal Project is completed, leave objective, balanced ratings and feedback. If the Provider does not complete the Legal Project, leave objective, balanced ratings and feedback.

COMMUNICATION

Law Clerk Connection encourages open, complete and professional communication between Clients and Providers. Clients and Providers can use MyCP, Law Clerk Connection private messages, as well as email, chat, and telephone to clarify Legal Project descriptions, scope or any specific requirements. Open communication helps Providers develop relevant proposals and Clients make informed hiring decisions. You are required to use My Law Clerk Connection to manage Legal Projects and are required to use the Law Clerk Connection private messages to maintain an electronic record of all written communication including clarifications and agreements around scope, deliverables, milestones, timeframes, price, feedback on deliverables, requests for revisions, acceptance of deliverables and completion of milestones. Also, transcribe relevant emails, instant messages, telephone or in-person conversations between the Client and the Provider in a private message to maintain a record of what is agreed. In the event of a dispute, all written communication on Law Clerk Connection, including Legal Project posting, proposals, business terms and private message communication will serve as the record for resolution of the dispute. A communication that is not

referenced in a private message cannot be submitted as evidence in non-judicial dispute resolution after a dispute is reported.

Please note: Law Clerk Connection provides the private messages and profile CONTACT INFORMATION section for you to enter your email address, telephone number and instant message IDs. You may not enter your contact information in your proposal comments, Legal Project descriptions or other sections of your profile outside of the CONTACT INFORMATION section.

RATING AND FEEDBACK SYSTEM

You acknowledge and agree that the Site will contain public feedback from Users with whom you have transacted. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Law Clerk Connection may calculate a composite feedback number based on these individual ratings. Providers agree to be rated by Clients along several criteria, as determined by Law Clerk Connection. Law Clerk Connection provides its feedback and rating system as a means through which Users can express their opinions publicly, and Law Clerk Connection does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Law Clerk Connection's attention. You may be held legally responsible for damages suffered by other Law Clerk Connection Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. Under federal law, Law Clerk Connection is not legally responsible for any feedback or comments posted or made available on this Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Service, and agree not to take any actions that undermine the integrity of the feedback system, including but not limited to the following:

- Leaving fake feedback for yourself or another User or Member such as using a secondary Username or other Law Clerk Connection members to artificially raise the level of your own feedback or create negative feedback for another User or Member.
- Feedback threats such as demanding another User or Member to perform a task by threatening to leave negative feedback or withholding deliverables or funds until another User or Member agrees to leave positive feedback or no feedback.
- Feedback solicitation such as offering to sell or buy Services in exchange for good feedback, trading feedback undeservedly or buying feedback.

In order to protect the integrity of the feedback system and protect Users from abuse, Law Clerk Connection will consider removing feedback under the following scenarios:

- Feedback or information posted seeks to elicit or solicit any User's contact information, such as other Users' email addresses, for any non-Law Clerk Connection related commercial or business purposes, or to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters."
- Feedback or information posted contains language that is profane, vulgar, racist or contains adult material. Insulting or inflammatory feedback is strongly discouraged but will not be removed.
- Feedback or information posted is shown to have been left by any User who is in violation of Law Clerk Connection's Eligibility requirements, or by or for a User who has conducted any fraudulent transaction.
- Feedback or information posted is not directly related to transactions conducted through Law Clerk Connection.
- Feedback or information posted makes any reference to actions taken or purported to be taken by Law Clerk Connection or any law enforcement organization.
- When Law Clerk Connection is provided with a ruling or settlement agreement from a valid and certified dispute resolution service, or is provided with a court order finding that the disputed feedback is slanderous, libelous, defamatory or otherwise illegal.
- The User who left feedback provided Law Clerk Connection with false contact information during the transaction period (as verified by Law Clerk Connection) and cannot be contacted by Law Clerk Connection.
- The User who left feedback is participating in an Law Clerk Connection transaction with the intent of leaving feedback as part of a campaign to harass Law Clerk Connection member(s) (as verified by Law Clerk Connection).
- Negative feedback that was intended for another User only when the User responsible for the mistaken feedback contacts Law Clerk Connection and places the same feedback for the

appropriate User. This does not apply to feedback that was mistakenly marked negative instead of positive or vice versa, in which case the User can contact Customer Service to file a feedback review request.

PROVIDING SERVICES

If you wish to provide Services through Law Clerk Connection, you must complete the Provider registration process and select an appropriate membership program. You agree to provide true, accurate, complete information and to update such information to maintain its truthfulness, accuracy and completeness. Law Clerk Connection considers true and accurate location only the primary place from which your Services are rendered. Misleading information about your location, including, but not limited to, using a satellite location in another country, is not allowed on Law Clerk Connection. At the beginning of your membership application, and from time to time thereafter, your Account may be subject to verification as well as editorial and feedback reviews. Law Clerk Connection can suspend or terminate your Account upon the discovery that any information you provided or posted is not complete or accurate, or as a result of other violations of the Terms of Service.

Lawyer Members are the only Members allowed to provide Services to General Public Members. Furthermore, Lawyer Members may only bid on projects for General Public Members in a state in which the Lawyer Member is licensed to practice law. State Bar Membership is subject to Verification through the Site.

Law Clerk Members may not bid on projects posted by General Public Members. Law Clerk Members may only bid on projects posted by Lawyer Members with Verified state bar credentials.

General Public Members may not provide Services.

Bid Proposal Guidelines

You agree to utilize the following proposal guidelines:

- Provide proposals only for Legal Projects that you are a good fit for and you can complete within the Client's time frames.
- Help the Client clarify his or her needs and fully develop the Legal Project scope and deliverables.
- Write a specific, detailed proposal with clear scope, deliverables and milestones.
- Set expectations that you can meet or exceed.
- Specify payment terms that tie to the completion of milestones.
- Specify how change orders will be handled.
- Specify how warranty work will be handled.

When submitting your proposal you agree to:

- Submit an accurate proposal reflecting your understanding of the scope of the Legal Project and the amount of time/effort you plan to commit in order to provide high Client satisfaction.
- Submit a new proposal when needed to reflect any changes to price, delivery date or approach, prior to the end of the bidding period.
- Not submit unreasonably low proposal prices or test proposals.
- Not submit proposals that are made with the intent to commit fraud. Doing so will result in immediate termination of your membership.
- Not submit boilerplate, placeholder or generic proposals.
- Not offer your Services in exchange for good feedback or for free.
- Respond promptly, within one business day, to private messages from the Client.
- Respond promptly, within one business day, to any inquiry from Customer Service.

Violation of these guidelines may result in suspension or termination of the Legal Project or of your Account. If you are aware of a potential violation, please contact Customer Service.

Legal Project Fulfillment Guidelines

You agree to utilize the following Legal Project fulfillment guidelines:

Once you have been hired for a Legal Project, use MyCP to manage the Legal Project and the Law Clerk Connection private message board to maintain an electronic record of all written communication between you and the Client

around scope, deliverables, milestones, time frames, price, feedback, revisions, schedule changes, vacation, availability, delays, acceptance of deliverables and completion of milestones. Also, transcribe relevant emails, instant messages, telephone or in-person conversations between you and the Client in a private message to maintain a record of what is agreed. In the event of a dispute, all written communication on Law Clerk Connection, including Legal Project post, proposals, business terms, and private message communication will serve as the statement of record.

- Inform the Client of your office hours and committed response time.
- Inform the Client if a committed deliverable will be missed, offering an explanation and proposing a revised date.
- Inform the Client if you will be unavailable for more than one business day.
- If you are unable to complete the Legal Project, alert Customer Service so that Law Clerk Connection is aware of the situation and can offer assistance to the Client.
- Respond promptly, within 1 business day, to all Legal Project-related communication, whether from the Client or from Law Clerk Connection.
- Utilize Law Clerk Connection's Payment Service to maintain the privacy of your personal financial Account details; leverage Law Clerk Connection's anti-fraud measures; maintain a record of all invoices and payments; add the Legal Project, feedback and transaction amount to your profile; and, in the event of a problem, have access to Law Clerk Connection's Dispute Resolution process.
- Ask that Clients leave feedback on the Law Clerk Connection rating system after the work is completed and report any rating system violation by contacting Customer Service.
- After the Legal Project is completed, leave objective, balanced ratings and feedback. Violation of these guidelines may result in suspension or termination of the Legal Project or of your Account. If q

Provider Membership Programs

Law Clerk Connection offers four membership programs. The four paid membership programs are named: Lawyer, Law Clerk, General Public and Advertiser. To qualify for a change in status, a Provider must meet a minimum set of criteria and agree to the standards set forth on the Site.

Membership Fees and Bid Fees

All Providers pay an annual membership fee depending on their membership program. This membership fee is non-refundable. Each membership program includes a certain number of prepaid "Bids." These prepaid Bids reserve capacity. A Provider uses these Bids by accessing leads. The Provider will use a certain number of Bids when they submit proposals (bids), review invitations to submit a proposal, or allow potential Clients to contact them. If in a given month you exceed the number of Bids included with your membership program, you have the option to buy additional Bids. Membership fees can be paid through your Law Clerk Connection Account. The membership billing period begins on the date Law Clerk Connection receives your payment. Membership fees are calculated from the beginning of that billing period. The period for calculating monthly Bids included in your membership program starts on the same day as the membership, Pacific Time, and renews every calendar month. Unused Bids will not be carried over into the next month. You have the option to buy additional Bids in excess of those included with your membership program and, if you choose to do so, payment for the additional Bids is due within 10 days. If such payment is not received within 10 days, your ability to submit proposals or proposals will be suspended until your Account is brought current. Law Clerk Connection reserves the right to change the monthly number of Bids included in the membership programs, change the price for additional Bids or institute new fees at any time, upon reasonable notice posted in advance on this Site. No refunds of fees already paid will be given. If you provide false or misleading information, Law Clerk Connection will have the right to cancel your membership and will not refund the membership fee already paid.

Automatic Membership Renewal

Law Clerk Connection automatically renews your annual membership and charges your credit card or your default payment method. If your Account is set up to pay by credit card, bank account, or PayPal, you hereby authorize us to charge such credit card, bank account, or PayPal for the appropriate membership fees and amounts stated. If you are set up to pay via your Law Clerk Connection Account, Law Clerk Connection deducts the appropriate membership fee from the Account balance annually, depending on your membership. Automatic renewal occurs on the first day after the expiration date. You can cancel by following the cancellation instructions listed below.

Changes to Membership Program

If you change your membership program, the unused portion of the lower membership fee will be credited toward any higher membership fee. The new billing period will then be based upon the date Law Clerk Connection receives

payment of the new membership fee. Upgrading a membership or adding additional categories will result in a new billing date effective upon the date of payment of the additional fees and, if applicable, will result in a credit of the unused portion of the existing category membership fees. If you downgrade a membership you will not receive a refund or credit for the fees already paid. The downgrade will go into effect at the beginning of the next billing period. Law Clerk Connection reserves the right to modify its membership programs at any time, upon a reasonable notice posted in advance on this Site.

Membership Cancellation Instructions

To cancel your membership, click on the "Subscription Manager" link in MyCP then select "Cancel Subscription" and click on "Continue," or contact Customer Service. Your cancellation request will be effective if received by 11:15 p. m. Pacific Time on the final day of your membership term. Law Clerk Connection will send you an email confirmation once your membership has been cancelled. You will not be liable for any additional membership fees after your cancellation is effective. Cancellation goes into effect at the end of the active billing period. In any notice of cancellation, you must include:

1. Your full name, Law Clerk Connection Username, phone number and address
2. Number of memberships you wish to cancel
3. Membership Level
4. Categories you wish to cancel.
5. Term of each membership you would like to cancel.
6. The last five digits of the payment method currently used for your Account (for your security, write only the last five digits; if you are paying with your Law Clerk Connection Account, please specify the last activity on your Law Clerk Connection Account).
7. Only if you are canceling via fax or certified mail, a printout of your Membership Status page.

Please note that we will not be able to process cancellation requests unless all of the above information is provided. Memberships that expire or are converted to Free Memberships are subject to a monthly Account fee until remaining funds are removed or expire. Please consult the Site or contact Customer Service for the current fee level.

Service Fees

Law Clerk Connection charges Clients a service fee based on the total amount you pay for your Services from the Provider. Please consult the Site or contact Customer Service for the calculation of fees applicable to your Legal Project. The Client may elect to pay Law Clerk Connection an Opt-Out Fee for a Provider. In that case, once Law Clerk Connection receives the Opt-Out Fee, the Client and Provider may invoice, make, and receive payments outside the Law Clerk Connection system without further service fees. The service fee is charged to your Account each time a Legal Project is posted through the Law Clerk Connection system. For administrative reasons, invoices and associated service fees are treated individually even if they are part of the same Legal Project. The service fee is charged in US dollars. Law Clerk Connection reserves the right to change the method of calculating the service fee at anytime. However, Law Clerk Connection will always apply changes to the service fee only to Legal Projects accepted after notification of the change.

Period of Exclusivity

IF YOU ARE A CLIENT, YOU AGREE THAT FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF A PROPOSAL, IF YOU POST, SOLICIT, OR PURCHASE ANY SERVICES FROM THE SAME PROVIDER YOU WILL DO SO EXCLUSIVELY ON THE SITE, WHETHER SUCH SERVICES ARE THE SAME LEGAL PROJECT, A FOLLOW-UP LEGAL PROJECT, OR NEW UNRELATED SERVICES.

IF YOU ARE A PROVIDER, YOU AGREE THAT FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF A PROPOSAL, IF YOU PROPOSE OR PROVIDE ANY SERVICES TO THE SAME CLIENT YOU WILL DO SO EXCLUSIVELY ON THE SITE, WHETHER SUCH SERVICES ARE THE SAME LEGAL PROJECT, A FOLLOW-UP LEGAL PROJECT, OR NEW UNRELATED SERVICES.

Audit Provisions and Record Keeping

For a period of one year after accepting each Legal Project, you agree to keep and maintain complete and accurate records related to the Services provided on Law Clerk Connection, including the service description, the proposal and payment terms, and information on all repeat or follow-on Services performed for each Client originated on Law Clerk Connection. In the event of questions regarding Services rendered, work performed or fees due to Law Clerk

Connection, upon 30 days written notice and request from Law Clerk Connection, you agree to provide copies of these records and other relevant documentation.

ENFORCEMENT OF TERMS OF SERVICE

We may suspend or cancel your Account if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, or violated our rights or those of another party. Without limiting Law Clerk Connection's other remedies, we will suspend or terminate your Member Account and refuse to provide any Services to you if: (a) you breach any terms and conditions of the Terms of Service and the other written policies and procedures posted on the Site; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our Users or for Law Clerk Connection. Once suspended or terminated, you may not continue to use the Law Clerk Connection service under a different Account or re-register under a new Account. In addition, violations of the Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. If a User or Member engages in actions or activities which circumvent the Site or otherwise reduces service fees owed Law Clerk Connection under the Terms of Service, that User or Member will be liable to Law Clerk Connection for the service fees due, and may be subject to additional sanctions including, but not limited to, suspension or termination of Law Clerk Connection membership. Law Clerk Connection reserves the right to terminate any User or Legal Project for any reason, at its sole discretion and to refuse to provide registration and membership to you in the future. We will notify you if we cancel your membership, unless in our judgment giving notice would cause a risk of further violation or damages. However, we will notify you that your Account will be canceled if the law requires such notification. When your membership is canceled, you may no longer have access to data, messages, files and other material you keep on the Site.

DISPUTE RESOLUTION PROCESS

How to Avoid Disputes

Disputes can sometimes arise due to miscommunication and can often be resolved amicably between the parties. Law Clerk Connection recommends the following steps to avoid disputes:

- Post Legal Projects with clear scope, well-defined deliverables and required time frames.
- Answer clarifying questions from Providers and update the Legal Project description.
- Evaluate multiple proposals against criteria important to you, such as a Provider's work experience, education, portfolio, certifications, references, feedback from prior Clients, location, communication style and cost.
- Review the Sample Contracts posted on the Site for applicability to your situation, or obtain legal advice and attach a written agreement onto the Private Message Board.
- Accept a proposal only when it has a clear statement of work, well-defined deliverables and milestones, precise time frames and payment terms.
- Ask your Provider to utilize the Business Terms and Change Order features found in the Law Clerk Connection Resources section to define key milestones and payment schedules.
- Ask for full contact information, for example email, telephone, and address information, of the other party once a proposal has been selected.
- Ask for the Provider's hours of availability and standard response times.
- Maintain open lines of communication. Be clear about your expectations and check in frequently with the other party. Do not leave anything to assumptions.
- Once you have hired for your Legal Project, use your Law Clerk Connection MyCP to manage the Legal Project and the Law Clerk Connection private messages to maintain an electronic record of all written communication between you and the Provider around scope, deliverables, milestones, time frames, price, feedback, revisions, schedule changes, vacations, availability, delays, acceptance of deliverables and completion of milestones. In the event of a dispute, all written communication on Law Clerk Connection, including Legal Project post, proposals, business terms and private message communication will serve as the statement of record.
- Document any changes to scope, timing or payment in writing, and utilize the Business Terms and Change Order feature to add all milestones and payment schedules.
- Send/receive payment in installments as key milestones are met. Have both parties sign off on the milestones via the Private Message Board so that a record is maintained.
- Utilize Law Clerk Connection's Payment Service to maintain the privacy of your personal financial Account details; leverage Law Clerk Connection's anti-fraud measures; maintain a record of all

invoices and payments; and, in the event of a problem, have access to Law Clerk Connection's Dispute Resolution process.

What if I Have a Dispute?

In the event that you have a dispute with another User, the Dispute Resolution Process consists of three phases subject to limitation based on the type and status of the Legal Project in dispute:

1. **Member Resolution** – Available on all Legal Projects with payments made through the Law Clerk Connection Billing and Payment Service.
2. **Law Clerk Connection Dispute Assistance** – Available on all Legal Projects with payments made through the Law Clerk Connection Billing and Payment Service.
3. **Arbitration** – Available on all Legal Projects with payments made through the Law Clerk Connection Billing and Payment Service.

Key Dates

For all disputes regardless of type and status of a Legal Project in dispute, you must be aware of the following three key dates in any dispute:

"Breach Date" means the later of (1) the date on which the events causing the breach of your agreement with the other User first took place, and (2) the date on which you learned, or reasonably should have learned, about those events.

"Dispute Initiation Date" means the date you upload to your Private Message Board the completed "Dispute Notice Form" made available by Law Clerk Connection on the Dispute Resolution Help page located in the Resources section of the Site. You must upload your completed Dispute Notice Form to your Private Message Board at least 15 days prior to the six month anniversary of the Breach Date (see the paragraphs entitled "Limitations Period" and "Arbitration" below).

"Limitations Date" means the date six months following the Breach Date. You do not have a right to initiate a claim or cause of action or demand arbitration after the Limitations Date.

MEMBER RESOLUTION PHASE

Member Resolution. If you have used the Billing and Payment System and adhered to the Terms of Service and followed the guidelines herein, please upload the "Dispute Notice Form" made available by Law Clerk Connection on the Dispute Resolution Help page located in the Resources section of the Site. Complete the following steps: (1) fill in the information requested on the form, with complete details about the Legal Project and the dispute, including your Username, the Username of the other User ("Opposing Party"), the Breach Date, and the Legal Project name; (2) save the form as a Microsoft Word document file on your computer; and (3) upload it to your private messages (posting in your private messages allows Law Clerk Connection to maintain a record of each party's positions in the dispute) to allow the Opposing Party to respond.

Law Clerk Connection Dispute Assistance Phase

Dispute Assistance. If you have uploaded the completed Dispute Notice Form to your private messages but the Opposing Party does not respond within three business days, or if the Opposing Party responds but you cannot come to an agreement within an additional three business days after their response, then Law Clerk Connection will notify both the Opposing Party and you to try to re-establish communication between the two parties to encourage settlement of the dispute. If either party fails to respond to an email message from Law Clerk Connection regarding violation, dispute or complaint within two business days, Law Clerk Connection will have the right to terminate that party's Legal Project or Account. Law Clerk Connection will be a neutral third party and will have no further obligations. No Law Clerk Connection employee is authorized to make any recommendation or guaranty regarding the dispute.

By using the Site you agree that in the event for any reason the parties fail to agree on a resolution to the Dispute within 15 days of the Dispute Initiation Date, then the provisions of the section below entitled "Arbitration Phase" will automatically apply.

Limitations Period. The six-month anniversary of the Breach Date is the statute of limitations date or "Limitations Date". All claims must have a Dispute Initiation Date prior to the Limitations Date or the claim is barred. You do not have a right to initiate a claim or demand Arbitration after the Limitations Date.

You must upload your completed Dispute Notice Form to your Private Message Board at least 15 days prior to the six month anniversary of the Breach Date or you will not have the right to demand Arbitration and your claim or cause of action will be barred (see the paragraph entitled "Arbitration" below).

Notice of Disputes Resolved. Any agreement resolving the dispute between you and the Opposing Party must be posted (and confirmed by both parties) as text or attachments onto Law Clerk Connection private messages to allow Law Clerk Connection to maintain a record of same.

ARBITRATION PHASE

Arbitration. If the dispute is not settled within 15 days after the Initiation Date, you agree that you and the Opposing Party (the "Dispute Parties") will each have the right, until the Limitations Date, to demand binding, non-appearance-based arbitration conducted by a neutral third party dispute resolution service that Law Clerk Connection will choose and engage in its sole discretion ("Arbitrator") to resolve the dispute ("Arbitration"). If the Opposing Party demands Arbitration in accordance with the foregoing, you agree to submit to such Arbitration in accordance with these Terms of Service. You agree that in the event of such an Arbitration: (a) each Dispute Party will pay one-third of the first \$600 of the Arbitrator's fees; (b) each Dispute Party will pay one-half of any amount by which the Arbitrator's fees exceed \$600; and (c) each Dispute Party will solely bear and pay any other costs it incurs related to the Arbitration.

In the event Provider or Client requests binding Arbitration ("Requesting Party"), the other party ("Responding Party") will have three business days following receipt of notice from the Arbitrator to submit to such Arbitration. In the event Responding Party fails to submit to such Arbitration within three business days, Law Clerk Connection will promptly notify Responding Party of such failure and demand that Responding Party submit to such Arbitration within three more business days. In the event Responding Party fails to submit within three business days after Law Clerk Connection sends such notice, then: (1) Responding Party will be deemed to have agreed to the Release sought by the Requesting Party; and (2) Law Clerk Connection will have the right to terminate or suspend the Responding Party's Account.

Reminders and Statute of Limitation. Law Clerk Connection will send periodic reminders to you and the Opposing Party (the "Dispute Parties") to remind you of the ongoing dispute and the need to resolve it prior to the Limitations Date. If the dispute has not been resolved and neither Dispute Party has demanded Arbitration by the Limitations Date, then (1) Provider will be deemed to have agreed to the Release sought by the Client; (2) Law Clerk Connection will have the right to terminate or suspend either or both the Provider's and the Client's Account; and (3) any further claims or causes of action in such dispute will be forever barred. The Arbitrator will have the power to determine whether the Breach Date entered into Law Clerk Connection's system is correct or if the Limitations Date should be extended or "tolled" due to your reasonable reliance on the Opposing Party's assurances that it would cure the breach.

Arbitration Rules. Law Clerk Connection will provide to the Arbitrator access to posted private messages for the dispute. You agree to be responsible for ensuring that the Law Clerk Connection private messages contain all of your communications with the Opposing Party related to the dispute. The Dispute Parties must comply with the following rules: (a) the Arbitration must be conducted online or by telephone, and/or be solely based on written submissions posted in the private messages, the specific manner shall be chosen by the Arbitrator; (b) the Arbitration shall not involve any personal appearance by the Dispute Parties or witnesses unless otherwise mutually agreed by the Dispute Parties; and (c) any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Before the Arbitrator renders its decision in the dispute, each of the Dispute Parties will be allowed to upload to the Law Clerk Connection private messages one last closing statement or argument for the Arbitrator related to the dispute.

Arbitration Award. Once there is an arbitration award, you must send an email to Law Clerk Connection with the case identification information, the Usernames of the Dispute Parties and the name of the Legal Project. Law Clerk Connection will then verify the award with Arbitrator.

NONCOMPLIANCE AND ABUSE

Improperly Filed Claims. All claims between you and the Opposing Party must be resolved in accordance with the terms on this page. All claims filed or brought contrary to these terms shall be considered improperly filed. Should you file a claim contrary to these terms, the Opposing Party may recover attorneys' fees and costs up to \$2,000, provided that the Opposing Party has notified you in writing of the improperly filed claim, and you fail to promptly withdraw the claim.

Abuse. If you initiate an excessive number of Arbitrations, Law Clerk Connection reserves the right to terminate this Agreement immediately upon giving notice to you. However, any disputes for any Legal Projects that existed prior to termination will be subject to these terms.

Other Disputes Provider. If you are a Client and dispute a service fee, contact Customer Service.

Feedback dispute. If you are involved in a dispute involving feedback, please refer to the Rating and Feedback System section in the Site Policies to find out in what circumstances Law Clerk Connection will consider removing feedback.

CONTACTING CUSTOMER SERVICE

If you wish to report a violation of Site Policies, have any questions or need assistance, please contact Law Clerk Connection Customer Service as follows:

Email: services@LawClerkConnection.com

Phone: (Mon-Fri, 9 a.m. – 5 p.m. Pacific Time): 1.866.538.6062

[Online Help Topics](#)