

## TERMS OF SERVICE

Effective Date: March 14, 2016

Last Updated: March 14, 2016

### 1. Overview

Welcome to ShouldISign.com! The following is our Terms of Service, which outlines the rules that govern your use of ShouldISign.com and related software and mobile applications (collectively, the "Website"). These Terms of Service (this "Agreement") constitute a binding agreement between Should I Sign, Inc., a Delaware corporation ("SIS", "we", "us", "our), and you with respect to all information, data, graphics, documents, content, software applications, and other SIS products and services provided, facilitated or otherwise made accessible on the Website, including without limitation, document tools and services, payment tools and services, and communication tools and services (collectively, the "Services", and together with the Website, the "Site"), and your use of and access to the Site. While we understand that reading the Terms of Service can be a painstaking process, it is important that you read and understand the Terms of Service as it discusses nature of the Site's service, the rules applicable to users of the Site, the relationship between us and the various types of users of the Site and other important matters. Before you start using the Site, please read the below:

In this Agreement, "we", "us", "our" and other similar references mean SIS. A person (whether entity, organization or individual) that uses or accesses the Site to access services from an attorney is referred to herein as the "Client" and an attorney who uses or accesses the Site to provide services to a Client is referred to as a "Member Attorney" and Clients and Member Attorneys are collectively referred to herein as "Users" or "you" or "your".

BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS BELOW. IF YOU DO NOT AGREE TO THE TERMS HEREIN THEN YOU MAY NOT ACCESS OR USE THE SITE. YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE SITE, BECAUSE THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. YOU SHOULD ALSO RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS. ALL CAPITALIZED TERMS HEREIN SHALL HAVE THE MEANINGS SET FORTH IN THIS AGREEMENT.

You represent, warrant and/or covenant that: (i) you have the authority to, and are of legal age in your jurisdiction to, bind yourself to this Agreement; (ii) your use or access of the Site will be solely for purposes that are permitted by this Agreement; (iii) your use or access of the Site will not infringe or misappropriate the intellectual property rights or privacy rights of any third party; and (iv) your use or access of the Site will comply with all local, state and federal laws, rules, and regulations, and with all other SIS policies as may be implemented from time to time.

### 2. About the Site

The Site is a technology platform which helps facilitate interactions and transactions between Clients and Member Attorneys. Through the use of the Site, Users are able to post various requests on the Site and Member Attorneys can respond to such requests and/or tasks through the

Site. Users are also able to take advantage of our document, communication and payment tools and technology services to facilitate the legal services offered by Member Attorneys.

SIS, however, is not and does not offer any of the following:

a. SIS Does Not Offer Legal Advice. SIS does not offer legal representation and is not a law firm. SIS does not render any legal advice, recommendations, mediation, or counseling under any circumstance nor does it purport to. Member Attorneys are not employees or agents of SIS, and no legal advice, documentation and other matters handled by a Member Attorney on behalf of or for a Client is attributable to SIS. **SIS IS NOT LIABLE FOR THE ACTIONS OR OMISSIONS OF ANY MEMBER ATTORNEY PERFORMING SERVICES FOR, AND RENDERING ADVICE TO, A CLIENT.**

b. SIS Is Not An Attorney Referral Service. SIS is not an attorney referral service and we do not provide such services. SIS provides you with tools to identify relevant Member Attorneys that can assist you with your legal needs and allows you to filter these Member Attorneys based on certain criteria (e.g. price, work experience etc.), however, SIS does not, and you acknowledge and agree that SIS does not, recommend or endorse any particular Member Attorney to assist you with your legal needs.

In addition, we note the following considerations with respect to the Site:

a. Qualifications of Member Attorneys. While SIS takes reasonable steps to verify that Member Attorneys are licensed attorneys, we do not make any warranty, guarantee, or representation as to the legal ability, competence, or quality of any Member Attorney. In addition, while Member Attorneys are asked to indicate whether they maintain professional liability insurance, we do not represent, warrant or guarantee the accuracy, sufficiency or adequacy of any insurance maintained or claimed to be maintained by Member Attorneys .

b. Use of the Site Does Not Create An Attorney-Client Relationship With SIS. SIS does not offer legal advice or services nor does it purport to. Any use of the Site is not intended to and does not create an attorney-client relationship with SIS. Your communications with SIS are not protected by any privilege and may be determined not to be confidential.

c. No Guarantee of Results. The Site allows Clients to provide feedback and reviews of Member Attorneys. While these reviews are accessible to other Users, such reviews are not a guarantee of the quality of service of a Member Attorney with respect to any legal matter. SIS will have no responsibility or liability of any kind for any User Generated Content (including User reviews) you encounter on or through the Site, and any use or reliance on User Generated Content is solely at your own risk. SIS does not guarantee that Clients will successfully find legal representation through the Site.

d. SIS Does Not Vouch for Any of its Users. Providing a service where Clients and Member Attorneys can interact and transact does not imply an endorsement of any User of the Site. SIS makes no representation concerning any Member Attorney's competency, nor does it

sanction information about or statements by any Member Attorney available via the Site and does not have any liability whatsoever with respect to any such information or statements.

e. No Liability For User Interactions. Any liability, loss or damage that occurs as a result of any User interactions through the use of the Site, including, without limitation, as a result of the rendering of legal advice, whether through phone, email or other electronic and non-electronic means is solely the responsibility of the respective Users. **SIS IS NOT BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE RESULTING FROM COMMUNICATIONS BETWEEN USERS.**

f. User Disputes; Monitoring Interactions and Transactions. Users are solely responsible for their interactions and transactions with other Users. SIS retains the right, but expressly disclaims any obligation, to become involved in any dispute between Users of the Site. At our discretion, we, or technology we employ, may monitor and/or record your interactions with the Site. We may use this information to resolve disputes if we so choose to at our discretion, provided that we will have no liability with respect to such disputes, or whether we choose to resolve such disputes or not.

### 3. Eligibility to Use the Site

You must be 18 years of age or over to register with us or use the Site. If we learn of any User under the age of 18, we have the right to terminate that User's account immediately. In addition, Member Attorneys are required to satisfy our application criteria as may be amended by us from time to time. If we learn that any Member Attorney fails to satisfy any of the application criteria (including state bar admission and good standing), we have the right to terminate that Member's Attorney account immediately.

### 4. Use of the Site

a. Compliance with law. You shall at all times comply with all laws applicable to your use of the Site, including information exchanged through, obtained from or submitted to the Site.

b. Accounts. If you choose to register and create an account, you agree to provide us with accurate and complete registration information. It is your responsibility to inform us of any changes to that information by updating your registration information in your account and/or notifying us of any changes to such information if you are unable to update your account information. You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with your account. You agree to notify SIS immediately of any unauthorized use of your account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/or account. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with this

Agreement, or grant, deny and/or terminate access through and to your account for any reason or no reason, with or without prior notice.

c. Terms of Engagement. The scope of work is determined by a Client and Member Attorney's interaction with respect to a given request or task. A Client may wish to enter into a written engagement agreement further specifying the terms, scope, limitations, and conditions of the representation. We make it easy for a Member Attorney to upload an engagement agreement through our document upload feature. A Client should review any engagement agreement provided by a Member Attorney to confirm it meets his or her expectations. SIS SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO THE CONTENTS OF ANY ENGAGEMENT AGREEMENT AS IT IS SOLELY BETWEEN THE CLIENT AND MEMBER ATTORNEY. NOR SHALL SIS HAVE ANY LIABILITY TO THE EXTENT YOU WISH TO PROCEED WITHOUT AN ENGAGEMENT AGREEMENT. PROCEEDING WITHOUT AN ENGAGEMENT AGREEMENT SHALL BE AT YOUR OWN RISK.

d. Attorney-Client Relationship. An attorney-client relationship may be formed between a Member Attorney and a Client through the use of our Site, however, SIS takes no position and offers no opinion on when or if an attorney-client relationship has been formed between a Member Attorney and a Client through the use of the Site or otherwise.

e. No Attorney Endorsements. The Member Attorneys are solely responsible for statements and information included in their profile and in all communications and interactions with others through the Site, including to or with Clients. We make no representation about the fitness of a particular attorney for a specific Client need or that the quality of the legal services to be performed by a Member Attorney on our Site is greater than the quality of legal services performed by other lawyers. UNDER NO CIRCUMSTANCE SHALL SIS HAVE ANY LIABILITY TO YOU FOR ANY USE OR RELIANCE ON SUCH STATEMENTS OR INFORMATION CONTAINED ON OR OBTAINED THROUGH THE SITE. SUCH USE AND RELIANCE SHALL BE SOLELY AT YOUR OWN RISK.

f. Attorney Ethics; Practice of Law. If you are a Member Attorney, you acknowledge that the Rules or Codes of Professional Conduct ("Rules") of the jurisdiction(s) in which you are licensed apply to all aspects of your participation on the Site and you represent warrant and/or covenant that you will abide by such Rules. SIS disclaims all responsibility for Member Attorneys compliance with such Rules. While we strive to secure communications between Users of the Site pursuant to the terms of the Privacy Policy, we are not responsible for ensuring the confidentiality of the communications between any Users, including between a Member Attorney and his/her clients using the Site. Each Member Attorney must determine whether such communications complies with the applicable Rules.

g. State Bar Restrictions. All Member Attorneys are required to adhere to their respective state bar regulations, which among other things impose geographic restriction on their ability to practice. Member Attorneys on the Site are solely responsible for ensuring that their

use of the Site, including behavior on the Site is compliant with all applicable laws and regulations and SIS disclaims all responsibility for Member Attorneys compliance with such laws and regulations.

h. Client Introductions; Payment. A Member Attorney who first becomes aware of a prospective client through our Site and thereafter provides services to such client without the use of our Site shall be deemed to have automatically terminated this Agreement. A Member Attorney who performs any services for a Client must receive full payment through the Site for all services performed. SIS may terminate a Member Attorney's access to and use of the Site if such Member Attorney is found to be in violation of any of the foregoing terms. Within fifteen (15) days of any termination of this Agreement under this section, Member Attorney shall pay us a termination fee of \$2,500 per Client (or prospective client) to be paid per instructions provided by us. The Member Attorney agrees that this is a reasonable fee and shall not be considered a penalty, and this fee shall be in addition to any other remedies we may have against Member Attorney for a breach of the Agreement. At our sole option, we may waive any or all portions of such fees and/or re-permit to use the Site upon terms to be determined by us. Furthermore, we may, at our sole discretion, take any disciplinary action, notify other Users (including by public posting through the Site) of any violations by a Member Attorney of any of the foregoing terms and seek damages for any fees that would have otherwise been owed to the Site. Nothing in this Agreement shall be construed to restrict any Client's access to or use of any attorney of his or her choosing, or any Member Attorney's rights, to the extent permitted by law, to practice law.

## 5. Content and User-Generated Content.

a. General. You are solely responsible for the Content (as defined below) that you submit or otherwise make available through the Site and any liability, loss or damage resulting therefrom. A User that uploads Content onto the Site in connection with a request or task acknowledges that such Content may contain sensitive and/or confidential information and it is the User's sole responsibility to remove or redact any such information if he or she wishes prior to submission. SIS shall not be responsible or liable for any liability, loss or damage resulting from disclosure (including unintended disclosure) of any information (including confidential and/or sensitive information) contained in the Content. You represent and warrant that you have the right to post the Content, and such dissemination of the Content will not violate any applicable law, violate or infringe the intellectual property rights or other property rights of SIS or any third party, or violate or breach any agreement or other obligation (including confidentiality obligations) to which you are subject. You are solely responsible for your Content and you agree not to submit Content that violates this Agreement in any way.

b. SIS May Modify or Remove Content. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any Content you submit is appropriate and complies with this Agreement, or refuse or remove any Content that, in our reasonable opinion, violates any SIS policy, applicable law, rule or regulation or is in any way harmful, inappropriate, or objectionable. SIS further reserves the right to make formatting and edits and change the manner any Content is displayed on the Site. Under no circumstances may

we be held liable for removing, disabling, or restricting access to or the availability of Content. The provisions of this section are intended to implement these Terms of Service and are not intended to impose a contractual obligation on us to undertake, or refrain from undertaking any particular course of conduct.

c. Ownership of Content and License Grant. We own all right, title, and interest in and to the Content we post on the Site or otherwise make available through the Site (“Our Content”). We grant you a non-exclusive, revocable, worldwide, royalty-free, non-transferable and non-sublicensable license to access and use Our Content solely for the purpose of using the Site and for no other purpose, including without limitation for any commercial exploitation. Without limiting the foregoing, your use must be consistent with the terms of this Agreement and any other SIS policy which may be in effect from time to time.

Except for Content that originates from SIS, we do not claim ownership of any Content that is transmitted, stored, or processed in your account. You retain all ownership of and responsibility for Content you post. Solely to allow SIS to use Content you upload to the Site reasonably without violating any rights you have in it, you grant us the following rights: by posting any Content via the Site, you expressly grant SIS and our successors a worldwide, sublicenseable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, and distribute the Content (including to prospective Member Attorney’s interested in working on a Client request or task) in connection with SIS’s business purpose. This license will terminate at the time when the Content you post is removed from the Site. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY CONTENT SUBMITTED TO US WILL BE AVAILABLE, THE AVAILABILITY WILL BE UNINTERRUPTED, OR THE CONTENT WILL BE RETAINED IN ITS ORIGINAL FORM OR FORMAT OR ANY PARTICULAR FORM OR FORMAT, OR BE UNALTERNATED OR RETAINED FOR ANY PARTICULAR PERIOD OF TIME. YOU AGREE TO MAINTAIN DUPLICATE COPIES OF ALL SUBMITTED CONTENT.

For purposes of this Agreement, “Content” means content featured or displayed through the Site, including without limitation text, documents, information, data, software, databases, persona information, filings, correspondences, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. Content includes, without limitation, User-Generated Content, which may be submitted by any Client or Member Attorney and Our Content. “User-Generated Content” means any content generated or created by a User of the Site, whether written or otherwise.

## 6. Infringing Content

We reserve the right to terminate the access of any User who infringes third party copyright or other third party intellectual property rights or other property rights, whether through the Content you upload or submit or otherwise, upon prompt notification to us by the third party rights holder or its legal agent.

Any person or entity who or which believes that his, her or its intellectual property has been copied and posted via the Site in a way that constitutes infringement shall provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the rights holder; (b) an identification and location on the Site of the property that is

claimed to be infringed; (c) a written statement by such person that he, she or it has a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) such person's name and contact information, such as telephone number or e-mail address; and (e) a statement by such person that the foregoing information in the notice is accurate and, under penalty of perjury, that the person delivering the notice is the owner of the property in question or authorized to act on the owner's behalf. Notices to us regarding any alleged infringement should be directed to us at [info@shouldisign.com](mailto:info@shouldisign.com).

Please note that the information provided in your legal notice may be forwarded to the person who provided the allegedly infringing content. Under Section 512(f) of the Digital Millennium Copyright Act any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages, so please do not make false claims.

#### 7. Prohibited Uses.

All Content we make available through the Site is provided solely for your personal use and is not for commercial exploitation, unless authorized in this Agreement or otherwise in writing between you and SIS. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, transfer or create derivative works from the Site. Nor may you use any network monitoring or discovery software to determine the Site's architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site without our prior written permission. You may not copy, modify, reproduce, republish, distribute, display, perform or transmit for commercial, non-profit or public purposes all or any portion of the Site, except to the extent permitted above. You may not use or otherwise export or re-export the Site or any portion thereof, or any software available on or through the Site in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Site is expressly prohibited.

You may not employ any language or Content that is unlawful, obscene, vulgar, defamatory, abusive, threatening, profane, invasive of privacy or publicity rights, false, libelous, slanderous or otherwise objectionable. You may not upload, distribute or make available anything that may be harmful to minors or otherwise violates any applicable law. You may not take any action or upload, distribute or make available any content that violates, misappropriates or infringes upon the rights of others in any way, including any patents, copyrights, trademarks, trade secrets, rights of privacy, rights of publicity, or moral rights of SIS or any third party. You may not upload, distribute or make available Content that contains advertising, publicity or solicitation for a product or services that did not receive prior written approval from SIS. You may not use the Site to collect any personally identifiable information, including profile names, e-mail addresses or other such information for commercial purposes, except as otherwise expressly permitted by the terms of this Agreement and the terms of any other written agreement between you and SIS in effect from time to time. You may not use the Site in any jurisdiction that does not give effect to all provisions of this Agreement.

Without limiting the generality of the above, you may not:

- use the Site in any manner that could damage, disable, overburden or impair the Site or any server or other hardware associated with the Site;

- use the Site to contact any other person for purposes not expressly permitted under this Agreement and the terms of any other agreement between you and SIS in effect from time to time;
- interfere with any other party's use and enjoyment of the Site;
- circumvent any technological measure used by SIS to control access to or use of the Site;
- use the Site in any manner to deceive, defraud, or mislead any person;
- use the Site to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- use any SIS-owned mark or product name as a meta-tag or other 'hidden text' for search engines in a manner that does not inure to the benefit of SIS; or
- post any Content that is unlawful, purposely false or misleading, or that promote or encourage illegal activity

If you believe another user is in violation of any portion of this Agreement, please notify us at [info@shouldisign.com](mailto:info@shouldisign.com).

SIS has no obligation or intent to edit, monitor or screen Content that you submit and is not responsible for any such Content. SIS retains the right to examine the Site for adherence to this Agreement and remove any materials that may be objectionable, violate this Agreement, or law, but expressly disclaims any and all warranties or representations that it will do so in any specific instance. By using SIS, you acknowledge and agree that SIS is under no obligation to monitor, edit, or remove any Content you submit solely upon your insistence and that SIS may modify, remove, or refuse to post Content you submit without notice.

#### 8. Intellectual Property Notice.

a. SIS retains ownership of all intellectual property or information rights of any kind related to the Site, including (but not limited to) applicable copyrights, patents, trademarks, know-how, trade secrets and other proprietary or information rights. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. This Agreement does not transfer from us to you any SIS or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this Agreement.

b. Specifically, SIS, ShouldISign.com, and all other trademarks that appear, are displayed, or are used on the Site are registered or common law trademarks or service marks of SIS. These trademarks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from SIS, except as an integral part of any authorized copy of the Content.

#### 9. Termination



a. **Deactivation of Your Account.** If you wish to terminate your account with the Site, you may simply discontinue using SIS. If you wish to delete your User account data, please contact SIS at [support@shouldisign.com](mailto:support@shouldisign.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We typically store the information on servers located in the United States, but may also store such information on servers and equipment in other countries.

b. **SIS May Terminate This Agreement.** SIS may terminate your access to all or any part of the Site or your account at any time, with or without cause, with or without notice, effective immediately. Upon termination of this Agreement, you shall not use the Site or otherwise make use of any content or information provided by the Site or us.

c. **Some Provisions Survive Termination.** All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. **Email Communications.** We use email and electronic means to communicate with our Users.

a. **Electronic Communications Required.** For contractual purposes, you (i) consent to receive communications from SIS in an electronic form via the email address you have submitted or via the Site; and (ii) agree that this Agreement, and any other agreements, notices, disclosures, and other communications that SIS provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

b. **Legal Notice To SIS Must Be In Writing.** Communications made through email or the Site's messaging system will not constitute legal notice to SIS or any of our officers, employees, agents or representatives in any situation where notice to SIS is required by contract or any law or regulation.

11. **Payment and Transactions.**

a. **Payment by Clients.** SIS offers Clients the ability to have legal documents prepared or reviewed, create other tasks and speak to Member Attorneys. With respect to document related review, document preparation and other tasks, a Client is charged when a Client accepts a submitted proposal from a Member Attorney. With respect to phone calls with a Member Attorney through the communication tools available through the Site, a Client is charged promptly after each phone call, whether the phone call was initiated by the Client and accepted by the Member Attorney or vice-versa. All amounts charged to a Client that are payable to a Member Attorney will be held by SIS until such amounts are considered Earned (defined below) by the Member Attorney, after which such accrued Earned amounts will be

disbursed to a Member Attorney on a monthly basis.

b. **Payments to Member Attorneys.** Subject to the other terms of this Section 11, amounts charged by Member Attorneys to the Client, off-set by any advertising, technology or processing fees owed to SIS and/or third-party payment processor, will be considered “Earned” by the Member Attorney rendering the service for the Client no earlier than three (3) business days from: (a) the date a Member Attorney has notified SIS and the Client that the respective request or task is complete unless objected to by the Client within such three (3) business day period. or (b) the date of each phone call that occurs between the Client and the Member Attorney using the communication tools available through the Site. SIS shall have no responsibility or other obligation whatsoever for any phone calls between a Client and a Member Attorney without the use of the communication tools available through the Site. Once amounts charged by Member Attorneys to the Client are Earned, such amounts are disbursed to the Member Attorney on a monthly basis. All disputes relating to payments should be sent to [support@shouldisign.com](mailto:support@shouldisign.com).

c. **Responsibility For Payment by Users.** Clients are responsible for all fees, including taxes, associated with your use of the Site. Member Attorneys are responsible for all advertising, technology and processing fees owed to SIS and/or third-party payment processor, including taxes, associated with your use of the Site. By using the Site, Clients agree that SIS or its payment processor may charge the Clients any and all amounts owed to the Member Attorney provided through the Site with respect to a given request, task or call. Users are responsible for providing us with a valid means of payment offered through our Site. Users gives SIS full permission and authorization to charge their credit card(s), or other approved methods of payment for fees owed as a result of your access and use of the Site. Users authorize SIS to charge you the full amount owed for your access and use of the Site.

d. **SIS’s Responsibility.** SIS shall maintain a record of all payments due, made or received through the Site for each User. SIS shall, directly or through a third party payment processor, process the Clients’ payment, as part of its services hereunder, for amounts charged by Member Attorneys to the Client, which may be subject to off-set by any advertising, technology or processing fees owed to the Site and/or third party payment processor. SIS shall maintain amounts Earned or to be Earned by Member Attorneys in a separate virtual account, which shall not be commingled with any other funds.

e. **Advertising, Technology and Processing Fee Authorization.** Any applicable advertising, technology and processing fees disclosed on our Site for the use of the Site may be charged to the Member Attorney in our sole discretion via (a) a direct charge through a withdrawal from Member Attorney’s bank account, a credit card or debit card charge, or another method required by us and/or (b) by offset against payments to be made to Member Attorneys prior to deposit of any funds into their bank account. For the avoidance of doubt, Member Attorney shall be responsible for paying such fees charged by us, whether or not its Clients have made some or all of its/their payments. Member Attorney agrees and represents and warrants that they are fully aware of such fees and are responsible for understanding such fee amounts and

charging methodology. By agreeing to these terms, each Member Attorney is giving SIS authorization and permission to so charge such fees. Member Attorney will be responsible for any and all charge backs from its Clients and disputed charges between it and its Clients. Payment processing services for SIS are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing this Agreement or continuing to operate as a User, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of SIS enabling payment processing services through Stripe, you agree to provide SIS accurate and complete information about you and your business, and you authorize SIS to share it and transaction information related to your use of the payment processing services provided by Stripe. For any or all fees not paid to us by Member Attorney when charged by us, Member Attorney will pay us a late payment interest of the amount outstanding at the rate of the greater of 2% per month or the maximum rate permitted by law. Member Attorney will also be responsible for paying us our reasonable attorney fees for recovering any such late payments. Late payments or any disputed payments owed by a Client to a Member Attorney shall be the sole responsibility of the applicable Client and Member Attorney.

#### 12. Changes to This Agreement

We reserve the right to change the terms of this Agreement at any time, and will notify you of any material change to this Agreement or our Privacy Policy by means of a posting on the Site. Updated versions of this Agreement will appear on the Site and are effective immediately.

#### 13. No Performance Warranty

You use the Site, information on the Site, and materials linked from the Site at your own risk. We do not represent, warrant or guarantee (a) the accuracy, reliability, completeness, adequacy or currency of the information contained in, provided by, or linked to on the Site, (b) that the Site will be error-free, free of viruses or other harmful components, (c) that known defects will be corrected, or (d) that the Site will always be accessible. We may make improvements and/or changes to the Site, and their features, functionality or content thereof at any time in our discretion.

#### 14. Third Party Content

Third party content, messages and services may appear on the Site or may be accessible through links from the Site. If you access any such third party content on the Site, you should review the applicable terms and policies of such third party content, including privacy and data gathering practices, of any such content, and you are responsible for complying with such terms and policies. SIS is not responsible, and assumes no liability, for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood or obscenity in the statements, opinions, representations or any other form of content contained in any third party content appearing on or accessible from the Site. You acknowledge that the information and opinions in the third party content are neither endorsed or controlled by, nor reflect the beliefs of, SIS.

#### 15. Advertisers and Sponsors

You acknowledge that the Site may contain advertising and sponsorships. Advertisers and sponsors are solely responsible for ensuring that material submitted for use on the Site is

accurate and complies with any and all applicable laws. You agree that SIS will not be responsible for the illegality or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers or sponsors.

16. Unlawful Activity

We reserve the right in our sole discretion to investigate complaints, actual, potential or alleged violations of this Agreement or other agreements applicable to us and any actual, potential or alleged violations of applicable law, but we undertake no obligation to do so. In connection with any such investigation, we may take any action we deem appropriate including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties, and disclosing any information necessary or appropriate to such persons relating to user profiles, e-mail addresses, usage history, posted Content, IP addresses and traffic information. If you encounter any prohibited content, material or other potential violations on the Site, you should be immediately report such content or violations to [info@shouldisign.com](mailto:info@shouldisign.com).

17. Disclaimer

THE SITE IS PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS. SIS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SIS SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY THIRD PARTY WEBSITES (OR MOBILE APPLICATIONS, LINKS, ETC.) OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS ON THE SITE, INCLUDING WITHOUT LIMITATION ANY ERRORS IN OR OMISSIONS THEREFROM, (B) THE UNAVAILABILITY OF THE SITE, OR ANY PORTION THEREOF, (C) ANY USER INTERACTIONS, INCLUDING THE RENDERING OF ANY LEGAL ADVICE, (D) YOUR USE OF THE SITE, (E) ANY CONTENT UPLOADED BY A USER INCLUDING USER GENERATED CONTENT, AND (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE. SIS FURTHER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY LOSS OF DATA STORED ON OR BY MEANS OF THE SITE, INCLUDING ANY CONTENT UPLOADED BY A USER AND DISCLAIMS LIABILITY FOR ANY LOSS OF DATA OR OTHER DAMAGE ARISING FROM SPYWARE, MALWARE, OR OTHER THIRD-PARTY CAUSES. SIS FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, ACCURATE, ERROR OR DELAY FREE, SECURE, OR FREE FROM BUGS, VIRUSES OR OTHER PROGRAM LIMITATIONS.

WHERE ANY JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET FORTH ABOVE IN A PARTICULAR CIRCUMSTANCE, THEN SIS SHALL BE ENTITLED TO THE BENEFIT OF SUCH DISCLAIMERS AND LIMITATIONS TO THE MAXIMUM EXTENT PERMITTED BY SUCH APPLICABLE LAW IN SUCH PARTICULAR CIRCUMSTANCE.

18. Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SIS IS TO DISCONTINUE YOUR USE OF THE SITE. SIS SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR

USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND/OR EXPENSES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SIS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. FURTHER, SIS SHALL NOT BE LIABLE IN ANY INSTANCE WHATSOEVER FOR ACTIONS BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS AND SOLICITATIONS.

THE LIMITATIONS SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SIS. SIS WOULD NOT BE ABLE TO PROVIDE YOU WITH THE SITE WITHOUT SUCH LIMITATIONS.

19. Indemnification and Release

You agree to defend, indemnify, and hold SIS, its affiliates and its and their directors, officers, contractors, suppliers, investors, stockholders, employees and agents (collectively, the "SIS Indemnified Persons") harmless from any and all claims, costs, damages, judgments, and liabilities (including but not limited to reasonable attorney's fees) from any and all claims arising out of your use of the Site, including but not limited to: (a) your violation of any term of this Agreement, (b) your use of or access to the Site, (c) any Content or User-Generated Content uploaded by you, (d) any improper, unauthorized or illegal uses of your account, profile, or password, and (e) your violation of any rights of a third party, including without limitation any property (including intellectual property) or privacy right.

If you have a dispute with one or more Users, you release the SIS Indemnified Persons from any claims, demands or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, 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."

20. Insurance

Member Attorney will, at its own expense, during the term of this Agreement, maintain insurance coverage of the following types: (a) Commercial General Liability insurance; (b) Professional Liability insurance; and (c) any other insurance coverages mandated by law for the services being provided, in each case, in amounts consistent with industry practice or as required by law. All insurance maintained by the Member Attorney pursuant to this Section shall be written by insurance companies authorized to do business in the state in which the services are performed.

21. Remedies for Violations

We reserve the right to seek any and all remedies available at law and/or in equity for violations of this Agreement, including without limitation the right to block access to the Site from a particular Internet address or phone number. Our remedies shall be cumulative and the availability to us of any remedy or our exercise or enforcement of any right shall not limit or

preclude the availability to us of any other remedy or our exercise or enforcement of any other right.

22. Governing Law; Jurisdiction; Arbitration

This Agreement and your use of the Site shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York (even if your use is outside of the State of New York), without resort to its conflict of law provisions. In the event of any controversy or claim arising from or relating to this Agreement or the breach thereof between you and us (a “Dispute”, and we and you, the “Disputing Parties”), we and you shall use commercially reasonable efforts to settle the Dispute by negotiating with one another in good faith. If the Disputing Parties do not resolve the Dispute within thirty (30) days from the first receipt of notice of the Dispute by either Disputing Party, the Dispute(s) shall be finally settled by confidential and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (the “Rules”). Either Disputing Party may commence the arbitration by filing a demand for arbitration in accordance with the Rules and providing notice thereof in accordance with this Agreement. The arbitration shall be governed by the Federal Arbitration Act. The seat of arbitration shall be New York, New York. Unless the Disputing Parties agree otherwise in writing: (a) the Dispute will be submitted to one arbitrator, (b) the consent of the Disputing Parties to selection of the arbitrator shall be contingent on the arbitrator’s commitment at the time of appointment to exercise reasonable efforts to issue a final award within six (6) months of such appointment, and (c) all hearings shall take place in the seat of arbitration. All aspects of the dispute resolution process set forth in this Section, including all written or oral submissions and exchanges of information in the arbitral proceedings and all awards, settlement or other discussions relating to the Dispute shall be kept by the Disputing Parties in confidence. Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator’s authority to resolve Disputes and to make awards is limited to Disputes between the parties to this Agreement alone, and is subject to the limitations of liability of this Agreement. Furthermore, Disputes brought by either Disputing Party against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all Disputing Parties. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Each Disputing Party shall be responsible to pay arbitration fees (including filing, administrative, hearing and/or other fees) calculated in accordance with the Rules, without any fee-shifting. Each Disputing Party shall be responsible for payment of its own legal fees and related expenses. Any award rendered by the arbitrator shall be final and binding on the Disputing Parties and may be confirmed by any court of competent jurisdiction. Notwithstanding any of the foregoing, in the event of a breach or threatened breach of any provision of this Agreement, either Disputing Party may seek interim relief in aid of arbitration from any court of competent jurisdiction. You agree that any action at law or in equity arising out of or relating to this Agreement or the Site that are not permitted by law to be resolved by the dispute resolution process above (if any) shall be filed only in the state and federal courts located in New York County, New York and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts. **YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS**

**AGREEMENT.** You hereby certify and acknowledge that (A) you have considered the implications of this waiver, and (C) you make this waiver voluntarily.

23. Entire Agreement

This Agreement (together with the [Privacy Policy](#), and any other agreement between you and SIS in effect from time to time) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior written or oral agreements between SIS and you regarding such subject matter.

24. No Construction Against Drafter

The terms of this Agreement shall not be construed against SIS by virtue of its having drafted them.

25. Severability/Waiver/Headings

If any portion of this Agreement is adjudicated to be invalid, illegal or unenforceable, such provision will be deemed to be deleted, but the validity legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired, and this Agreement will be enforceable as so modified. Failure of SIS to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

26. No Implied Third Party Beneficiaries

Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement by name, class, description or otherwise) any benefit or any right under any legislation in any country to enforce any provisions of this Agreement, except as expressly contemplated in this Agreement.

27. Shortened Statute of Limitations

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, OR THE SUBJECT MATTER OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

28. No Assignments or Transfers

You may not assign this Agreement or your rights and obligations hereunder, in whole or in part,

to any third party without SIS's prior written consent (in its sole discretion), and any attempt by you to do so in violation hereof will be void and ineffective. SIS may assign this Agreement and its and/or your rights and/or obligations under this Agreement (in whole or in part) without restriction and without notice to you. This Agreement shall inure to the benefit of, and may be enforced by, you and SIS and your and SIS's respective permitted successors and assigns.

29. Force Majeure

SIS's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, dingo invasion, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

30. Contact Us

You can contact SIS by telephone at (646) 661-4023 or by email at [info@shouldisign.com](mailto:info@shouldisign.com).