

# User Agreement

In this agreement, we have referred to the LegalRescue services as the "Service", to you as the "User" and to this contract as the "Agreement".

## Inappropriate Conduct

In order to keep LegalRescue safe and appealing to all Users, it is important that Users follow our rules. Some of these rules are described in this agreement. Others, you will find at points while using the service. Legalrescue reserves the right to deny access to its service to any User who violates these rules, is the subject of complaints by other Users, for any other reason, or for no reason at all.

Users must refrain from engaging in the following activities:

- Actions or statements that injure or offend others
- Posting material containing nudity or pornographic material of any kind or material exploiting children under 18 years of age
- Displaying material that is grossly offensive to the online community, including blatant expressions of bigotry, prejudice, racism, hatred, or profanity or defamatory to any group or person
- Violating internet standards or the rights of others, including but not limited to the intellectual property rights
- Disrupting the Service or servers or networks connected to the Service by posting advertisements or links to competing services, transmitting "junk mail", "spam", "chain letters", unsolicited mass distribution of email or any malicious content (including, without limitation, malware or spyware)
- Promoting or providing instructional content about any illegal activity, including anything to do with illegal drugs, gambling, pornography, prostitution, child pornography, invasion of privacy robbery, spreading computer viruses, cracking into private computer systems, software infringement, trafficking in credit card codes, physical harm or injury to others or other crimes
- Compromising the security of the Service we provide, gaining access to system areas private to the Service, or to other Users and/or collecting of any information regarding the Service's users and subscribers.
- Copying of any content posted on LegalRescue, whether done directly or through intermediaries (including spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds)
- Decompiling, disassembling or reverse engineering all or any part of our sites and services in order to identify, acquire, copy or emulate any source code or object code

## Content

LegalRescue provides legal professionals and potential clients with a forum that mirrors an open marketplace. We do not control, are not responsible for and make no representations or warranties with respect to any attorney or User content. You are solely responsible for the use of or reliance on any content and we advise you to conduct your own due diligence with respect to such content. Please use caution and common sense when using any service. The determination of the need for legal services and the choice of legal representation are extremely important decisions and should not be based solely on advertisements, claims of expertise, or on the cost of rendering the requested legal services. Although LegalRescue strongly encourages attorneys to comply with all regulations

governing attorney conduct, it is impossible for us to monitor members' integrity or compliance with applicable rules of conduct.

While we make every effort to verify that our subscribing attorneys are licensed and in good standing in at least one state or territory, LegalRescue does not continuously review the standing of any attorney subscriber with any regulatory authority. When considering working with any attorney, Users should check the attorney's standing with the state bar. LegalRescue makes no representation regarding the status, standing or ability of any attorney or law firm that submits bids, or is listed through this Service.

LegalRescue is not responsible for, and in no way endorses, any claims of specialization or limitation of practice by an attorney or law firm. Please be aware that no agency or board may have certified such attorney as a specialist or expert in any indicated field of law practice. In addition, an attorney claiming specialization is not necessarily any more expert or competent than other attorneys. It is up to the User to question the attorneys and providers on the factual basis of any statement they make, ask for the names of the certifying agencies, and verify all information.

LegalRescue in no way endorses the content or legality of any responses, statements, or promises made by attorneys or any other parties, on or off this site.

## Venue

LegalRescue is a forum that facilitates communication between legal professionals and potential users of legal services. Providers and purchasers of legal services may exchange information with the goal of eventually forming a professional relationship. We do not guarantee that Users will successfully find legal representation through this system or take any position on when or if an attorney-client relationship has been formed by the parties. We do not interject ourselves in the agreements the parties may enter into or the actual representation of clients and cannot ensure the quality or completion of any agreements between the parties or the integrity of individuals.

- Use of the Service is not intended to and will not create an attorney-client relationship between any person or entity and LegalRescue, such being expressly denied.
- We do not endorse any subscribing attorney, make any representation concerning an attorney's qualifications (except that the attorney was licensed to practice law in at least one state at the time of registration), legal ability, competence or quality of representation or sanction statements an attorney may make on the Service or otherwise
- We are not a law firm and offer no legal advice, recommendations, mediation, or counseling under any circumstance.

## Rights

LegalRescue owns the 'look and feel' of the System, the name of the System, and the collective work copyright in sequences of public messages on the system. The User acknowledges and agrees that content, including but not limited to text, software, music, sound, photographs, graphics, video, page layout and design, or other material contained in the Service or information presented through the Service is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. The User acknowledges and agrees that the User is permitted to use this material and information only as expressly authorized by LegalRescue or its Sponsors, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without

express authorization. The User acknowledges and agrees that LegalRescue can display images and text throughout the Service

LegalRescue also reserves the following rights:

- to release current or past User information, pursuant to the terms of the Privacy Policy, in the event LegalRescue believes that accounts are in violation of the terms of service or page content guidelines, used to commit unlawful acts, if the information is subpoenaed, and/or if LegalRescue deems it necessary and/or appropriate.
- to deny service to offenders of these guidelines or the Agreement
- to terminate or deny service to anyone for any reason or no reason
- to change this Agreement at any time – User will be notified of the change and will be responsible for promptly reading and complying with the terms of the new agreement, with acceptance indicated by continued use of the Service
- to modify or discontinue the Service either on a temporary or permanent basis without notice or liability to the User
- to delete all access and data

## Confidentiality

LegalRescue makes every effort to maintain the confidentiality of any information submitted by Users to our System. However, we cannot guarantee that this information will remain confidential because we cannot control the conduct of others. Please use caution in deciding what information to input into the System. Do not make any confessions or admissions. Do not use proper names or addresses. Do not provide any other highly personal, sensitive, or incriminating information. LegalRescue is not responsible for the release or improper use of such information by other Users or any release due to error or failure in the System.

User agrees that attorneys contacted by User through the System may report to LegalRescue on whether their services were engaged by the User and the total attorney's fees paid.

## Disclaimers

Our goal at LegalRescue's is to provide Users with a reliable, quality system. Still, we may make mistakes or experience system failure from time to time. In order to continue offering and improving our service, LegalRescue must deny any warranties on this service and insure that our liability for any problems connected with the use of our system is strictly limited. As such, the User expressly agrees that:

- Use of the service is at the User's sole risk. The service is provided on an "as is" and "as available" basis. LegalRescue expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. LegalRescue makes no warranty that the service will meet user's requirements, that the service will be uninterrupted, timely, secure, or error-free; nor does LegalRescue make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. LegalRescue makes no warranty regarding any goods or services purchased or information obtained through the Service or any transactions entered into through the service.

- LegalRescue shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or the inability to use the service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through or from the service or resulting from unauthorized access to or alteration of User's transmissions or data, including, but not limited to damages for loss of profits, use, data or other intangibles, even if LegalRescue has been advised of the possibility of such damages. The User further agrees that LegalRescue shall not be liable for any damages arising from interruption, suspension or termination of service, including, but not limited to, direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.
- LegalRescue is not responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, file corruption, or any other reasons.

## Indemnification

You agree to indemnify and hold us and our representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of: (a) content that you post or transmit (including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive); (b) activity that occurs through or by use of your account (including, without limitation, all content posted or transmitted and your interactions with others); (c) your use of or reliance on any user content; and (d) your violation of the terms of this Agreement. This indemnification obligation includes payment of any attorneys' fees and costs incurred by us or our representatives. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of these claims.

## Arbitration

Any controversy or claim arising out of or relating to this Agreement or LegalRescue services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Clark County, Nevada, and judgment on the arbitration award may be entered by any court having jurisdiction thereof. Either the User or LegalRescue may seek any interim or preliminary relief from a court of competent jurisdiction in Clark County Nevada, necessary to protect the rights or property of the User or LegalRescue pending the completion of arbitration. This arbitration clause does not prohibit either LegalRescue or the User from seeking to have the arbitration dismissed or judicially terminated on the basis the claims in arbitration action fail to provide a legal basis upon which a claim for relief may be granted. Any motion or action to dismiss must be filed in a court of general jurisdiction within Clark County, Nevada.

## Miscellaneous

This agreement, the Agreement, incorporates by reference our Privacy Policy and any notice by LegalRescue contained in any of the web site pages and constitutes the entire understanding between the User and LegalRescue regarding the User's relationship to our Service.

Users can reach our Service from all fifty states and around the world. Each of these places has a different set of laws. Since LegalRescue cannot keep track of all these laws and their requirements, the Agreement and the relationship between the User and LegalRescue shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions.

If LegalRescue fails to exercise or enforce any right or provision of this Agreement, that failure shall not be used to prove that LegalRescue has waived the right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Agreement remain in full force and effect. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

We appreciate your interest and support and we welcome you to our community!