

SELECT COUNSEL, INC. TERMS OF USE

Effective as of October 25, 2016

1. ABOUT SELECT COUNSEL.

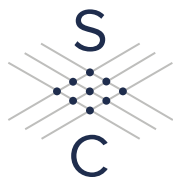
Select Counsel is an exclusive network of top tier solo practitioners and small firm attorneys. The Select Counsel Service (defined below) is an online platform where individuals and businesses seeking legal representation can efficiently search for qualified attorneys across a range of practice areas, and contact those attorneys directly. There is no cost to using the Service.

- a. **Select Counsel Is Not A Law Firm.** Select Counsel does not offer legal representation. Select Counsel does not offer any legal advice, legal opinions, recommendations, referrals, or counseling. Attorney Members (defined below) are not the employees, consultants, contractors or agents of Select Counsel. Select Counsel is not involved in agreements between Users (defined below) or in the representation of Users. At no point may Select Counsel be held liable for the actions or omissions of any Attorney Member rendering legal services to Users.
- b. **Select Counsel Is Not An Attorney Referral Service or Employment Agency. Select Counsel is not an attorney referral service or employment agency.** Select Counsel does not select or endorse any individual Attorney Member to service a User. While Select Counsel uses commercially reasonable efforts to verify that our registered Attorney Members are experienced, licensed attorneys, we do not make any warranty, guarantee, or representation as to the legal ability, competence, quality, or qualifications of any Attorney Member. Select Counsel does not warrant or guarantee that Attorney Members are covered by professional liability insurance. Select Counsel encourages Users to research any Attorney Member before accepting professional advice.
- c. **Use of Select Counsel Does Not Create An Attorney-Client Relationship With Select Counsel.** Though all of your communications with Select Counsel are protected by our Privacy Policy, they are not attorney work-product and are not protected under any privilege (including attorney-client privilege). Select Counsel has no access to any communications between you and any Attorney Member you choose to communicate with.
- d. **Select Counsel Does Not Guarantee Results.** Select Counsel will have no responsibility or liability of any kind for any legal advice you encounter on or through the Website or obtain from Attorney Members, and any use or reliance on such legal advice is solely at your own risk.

2. DEFINITIONS.

The following terms are used throughout these Terms of Use and have specific meanings.

- a. The term "Agreement" (which may also be referenced herein as these "Terms of Use") refers, collectively, to all the terms, conditions, and notices contained or referenced in this document.
 - b. "Attorney Member" refers to a licensed attorney who maintains his or her own law practice either as a solo practitioner or as a member of a small law firm, who has applied to, and been granted membership in, Select Counsel's Attorney Network. A profile of each Attorney Member can be found on the Website.
 - c. "Attorney Network" refers to the entire network of Attorney Members.
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- d. “Member-Generated Content” refers to legal content featured or displayed through the Website, including without limitation text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Website, if any.
- e. “Select Counsel,” “We,” and “Us” refer to Select Counsel, Inc., as well as our affiliates, directors, subsidiaries, officers, and employees, but does not include the Attorney Members.
- f. The term “Service” refers to the services provided by Select Counsel, including without limitation access to Select Counsel’s online community of Attorney Members available through the Website.
- g. “The User,” “You” and “Your” refer to the person, company, or organization that has visited or is using the Website and/or the Service.
- h. The “Website” refers to Select Counsel’s website located at <https://www.selectcounselnetwork.com>, all subpages and subdomains, and all content, services, and products available at or through the Website.

3. USER RESPONSIBILITIES.

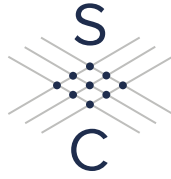
You, and you alone, are responsible for any legal advice you encounter on or through the Website or obtain from Attorney Members.

- a. **Relationship with Attorney Members.** Because we cannot guarantee the fitness of any of our Attorney Members for your specific needs, we encourage Users to research any Attorney Member before accepting professional advice.
- b. **No Reliance on Member-Generated Content.** Member-Generated Content posted on the Website, such as blog posts, is provided for informational purposes only, with no assurance that the Member-Generated Content is accurate, complete, or current. Member-Generated Content is not a substitute for professional legal advice or a solicitation to offer legal advice regarding specific facts. You should not delay or forego seeking legal advice or disregard professional legal advice based on Member-Generated Content. Member-Generated Content is not regulated by any state or national bar association.
- c. **Compliance with Laws.** You represent and warrant that: (i) your use of the Service will be solely for purposes that are permitted by this Agreement; (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party; and (iii) your use of the Service will comply with all local, state and federal laws, rules, and regulations, and with all other Select Counsel policies.

4. USE AND CONDUCT RESTRICTIONS.

You are allowed to use the service as long as you follow a few basic rules. The following Use Restrictions and Conduct Restrictions are the basic rules we expect Users to follow while using the Service.

- a. Prohibited Content. You agree that you will not under any circumstances transmit any content (including software, text, images, or other information) that
 - i. is unlawful or promotes unlawful activity;
 - ii. defames, harasses, abuses, threatens, or incites violence towards any individual or group;



- iii. is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
- iv. is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, or any other form of unauthorized solicitation;
- v. contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- vi. infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights
- vii. impersonates any person or entity; or
- viii. violates the privacy of any third party.

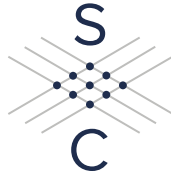
The foregoing restrictions do not apply to the extent transmitted to an Attorney Member in connection with a good faith legal inquiry or related communications.

- b. **Users Must Be Over Age 18.** You represent that you are over the age of 18. Select Counsel does not target our Content to children or teenagers under 18, and we do not permit any Users under 18 on our Service.

5. ATTORNEY MEMBERS.

Attorney Members are independent legal professionals who offer to perform legal services for prospective legal clients. They are not employees of Select Counsel.

- a. **Communications with Attorney Members.** The Website does not include a messaging platform for Users and Attorney Members to communicate directly. Instead, you can find the contact information (phone and email address) of each Attorney Member in the Attorney Member's profile page on the Website. Users may email or call Attorney Members directly for legitimate legal inquiries. All such communications are directly between the User and Attorney Member, are not a part of the Service and do not in any way involve Select Counsel.
- b. **No Attorney-Client Relationship through Website Use.** Use of the Select Counsel Website does not form an attorney-client relationship with Attorney Members. Information posted or made available on or through the Website, including, without limitation, Member-Generated Content posted publicly on the Website; is not intended as legal advice, is not confidential, and does not create an attorney-client relationship.
- c. **Payment of Attorney Members.**
 - i. **Select Counsel Is Not A Party To Attorney-Client Relationships.** Users may only contract with Attorney Members through direct correspondence between the User and the Attorney Member, which is entirely at the discretion of the User and Attorney Member. Attorney Members are not required to respond to User inquiries or accept



an engagement under any circumstances. Should an Attorney Member agree to accept an engagement with a User, any resulting contracts are solely between the User and the Attorney Member. Select Counsel will not be a party to such contracts.

- ii. **All Legal Fees Are Paid To Attorney Members.** Select Counsel does not provide, or charge, for legal services. Select Counsel may charge an annual membership fee to its Attorney Members but such fees are not contingent upon, or related to, Attorney Members' relationships with Users.

6. MEMBER-GENERATED CONTENT.

- a. **Access To Member-Generated Content.** By using the Service, you will be able to access Member-Generated Content belonging to or originating from Attorney Members. Your use of the Service is consent for Select Counsel to present this content to you. You acknowledge all responsibility for, and assume all risk for, your use of, or reliance on, Member-Generated Content.
- b. **No Responsibility For Member-Generated Content.** As part of the Service, Select Counsel may provide you with convenient links to third party website(s). These links are provided as a courtesy to Users. We have no control over third party websites or content or the promotions, materials, information, goods or services available on them. By linking to such content, we do not represent or imply that we adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement set forth in such content. If you decide to leave the Website and access third party website(s), you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any such content.
- c. **No Authorization To Use Member-Generated Content.** This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Member-Generated Content except as permitted by Select Counsel's terms and conditions.

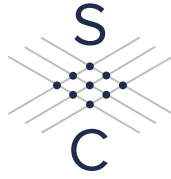
7. COPYRIGHT INFRINGEMENT.

If you believe that material located on or linked to the Website violates your copyright, please notify Select Counsel immediately at info@selectcounselnetwork.com.

8. DISCLAIMER OF WARRANTIES.

We provide the Service as is, and we make no promises or guarantees about the Service. Please read this section carefully; you should understand what to expect.

- a. Select Counsel provides the Website and the Service "as is," without warranty of any kind. Without limiting the foregoing, Select Counsel expressly disclaims all warranties, whether express, implied or statutory, regarding the Website and the Service including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.
- b. Specifically, Select Counsel makes no representation or warranty that the information we provide or that is provided through the Service is accurate, reliable or correct; that the Service or the Attorney Members will meet your requirements; that the Service will be available at any particular time or location, that the Service will function in an



uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, content or other material obtained from the Service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

9. LIMITATION OF LIABILITY.

We will not be liable for damages or losses arising from your use of the Service or arising under this Agreement. Please read this section carefully; it limits our obligations to you.

- a. To the extent permitted by applicable law, in no event will Select Counsel be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from (i) the use, disclosure, or display of Member-Generated Content; (ii) your use or inability to use the Service; (iii) the Service generally or the software or systems that make the Service available; or (iv) any other interactions with Attorney Members or any other User of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not Select Counsel 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. Select Counsel will have no liability for any failure or delay due to matters beyond our reasonable control. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

10. RELEASE AND INDEMNIFICATION.

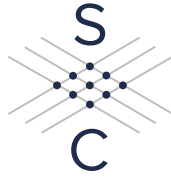
- a. You agree to indemnify and hold harmless Select Counsel from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website and the Service, as well as your interactions with Attorney Members including any advice you may have received and/or relied upon from Attorney Members.
- b. If you have a dispute with one or more Attorney Members or Users, you release Select Counsel 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 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."

11. MODIFICATION OF TERMS OF USE.

Select Counsel may amend this Agreement from time to time, and in Select Counsel's sole discretion. We will provide notification to Users of material changes to this Agreement (i) by sending a notice to the primary email address specified in your account, which will take effect immediately upon our sending of this email, and/or (ii) through our Website at least 30 days prior to the change taking effect by posting a notice on the Website. Non-material changes to this Agreement will take effect immediately. We encourage visitors to frequently check this page for any changes to this Agreement. Your continued use of the Service after the effective date of a revised version of this Agreement constitutes your acceptance of its terms.

12. MISCELLANEOUS.

This Agreement is controlled by California law. You, and you alone, are responsible for any obligations you agree to under this contract. If we are involved in a merger or we are bought, we may transfer this Agreement, as long as your rights are protected. You may only agree to these terms if you are able to form a binding contract in your state. These terms, including our Privacy Policy, are the complete agreement between us, and no other terms apply.



- a. **Governing Law.** Except to the extent applicable law provides otherwise, this Agreement between you and Select Counsel and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions. You and Select Counsel agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of San Francisco, California, except as provided below in this Agreement.
- b. **Severability.** If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Select Counsel to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.
- c. **Limitation of Term of Action.** You agree that any cause of action related to or arising out of your relationship with Select Counsel must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- d. **Arbitration.** Should a dispute arise between you and Select Counsel, we would like to provide you with a neutral and cost-effective means of resolving the dispute quickly. Therefore, for any claim (except for claims for injunctive or equitable relief or claims regarding intellectual property rights) under this Agreement, either party may elect to resolve any dispute arising under this Agreement through binding non-appearance-based arbitration. The party electing arbitration must initiate it 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, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- e. **Non-Assignability.** Select Counsel may assign or delegate these Terms of Use and/or the Select Counsel Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without Select Counsel's prior written consent, and any unauthorized assignment and delegation by you is void.
- f. **Section Headings and Summaries Non-Binding.** Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.
- g. **Complete Agreement.** These Terms of Use, together with the Privacy Policy available on the Website, represent the complete and exclusive statement of the agreement between you and Select Counsel. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and Select Counsel relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by an authorized Select Counsel executive, or by the posting by Select Counsel of a revised version.
- h. **Authorization to Contract.** You represent and warrant that if you are an individual, you are of legal age to form a binding contract; or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these terms and conditions.