

LAWYER USER AGREEMENT

These Terms of Use were last updated on June 1,2021

RELIAGUIDE.COM, ZEEKBEEK.COM AND CLOUDLAWYERS.COM (collectively the “Site,” “service” or “services”) TERMS OF USE FOR LAWYERS (referred to herein as these “Terms of Use” or this “agreement”)

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE SITE. IF YOU ARE READING THIS AGREEMENT YOU ARE REGISTERING AS AN “ENHANCED MEMBER” ON THE SITE, WHICH WILL GIVE YOU ACCESS TO ADDITIONAL RESOURCES. YOU UNDERSTAND THAT BY CLICKING THE “I AGREE” BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. “YOU” AND “YOUR” AND OTHER VARIANTS WILL REFER TO YOU AS THE PERSON USING THE SITE, YOUR ADMINISTRATORS, EXECUTORS, SUCCESSORS AND PERMITTED ASSIGNS, AS WELL AS THE ENTITY ON WHOSE BEHALF YOU MAY BE ACTING WHEN YOU ACCESS THIS SITE.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT REGISTER TO BECOME AN ENHANCED MEMBER ON THE SITE AND SHOULD EXIT THE REGISTRATION PROCESS.

This Site and its services constitute advertisements by our attorneys who participate in the Site (“**Participating Attorneys**”). Accordingly, We recommend that You consult and comply with any rules and regulations from Your state bar association that govern advertising by attorneys, including without limitation any that require advertisements to be identified or copies of advertisements to be retained. Participating Attorneys should consult their state bar’s applicable rules and regulations concerning advertising and comply with the same in using the Site. The Site and its services are owned and operated by CloudLaw, Public Benefit Corporation., a Delaware public benefit corporation (f/k/a CloudLaw, Inc.) (referred to hereafter as “**CloudLaw**”, “**CloudLawyers**”, “**RELIAGUIDE**”, “**Reliaguide.com**”, “**Zeekbeek**”, “**Zeekbeek.com**”, “**Cloudlawyers.com**”, “**We**”, “**us**” or “**our**”). Please see our [Privacy Policy](#) for information about the types of information We may collect and use during Your visit.

Override Provisions and Applicability; Enhanced Membership

It is understood that there are bar associations that have entered into an agreement or agreements with us (individually a “*Licensing Agreement*”) that provide the Site and its services as a member benefit to their members. Some of these bar associations, including

the State Bar of Georgia, have negotiated in their Licensing Agreement, revisions to particular provisions of these Terms of Use that will, notwithstanding anything to the contrary, in all respects automatically override, supersede and replace the provisions contained in these Terms of Use with respect to Your use of the Site and its services and what We can do with Your content and other information.

Further, these override provisions negotiated by Your state bar will only be applicable to Your use of the Site and its services with respect to the state served by such bar association. For example, if You are licensed in both Michigan and Georgia, the override provisions negotiated by the State Bar of Georgia in its Licensing Agreement will be applicable only with respect to Your use of the Site and its services arising out of Georgia, but not as to Your use of the Site and its services arising out of Michigan.

In addition, these override provisions will only apply so long as the Licensing Agreement between Your state bar association and us remains in effect. We will give You Email Notice (as defined below) if and when the Licensing Agreement between us and Your bar association expires or terminates (including the reason therefor) and will provide You with an option to continue to access the Site and the services on new Terms of Use to be agreed to between You and us at Your option.

Finally, in the State Bar of Georgia Licensing Agreement there are certain defined terms that are not used in these Terms of Use. For the purposes of clarity in interpreting the State Bar of Georgia Licensing Agreement and these Terms of Use, when referring to content or information contained on the Site in these Terms of Use: (i) the phrase “information provided by the State Bar of Georgia” (or words of similar effect) is intended to have the same meaning as “Core Member Information” in the State Bar of Georgia Licensing Agreement; (ii) the phrase “information provided by You or the State Bar of Georgia” (or words of similar effect) is intended to have the same meaning as “Enhanced Member Information” in the State Bar of Georgia Licensing Agreement; and (iii) the phrase “information provided by You” (or words of similar effect) is intended to have the same meaning as clause (ii) of “Enhanced Member Information” in the State Bar of Georgia Licensing Agreement.

Georgia. **Basic Member versus Enhanced Member.** If You are a member of the State Bar of Georgia You have the option to use a limited version of the Site and its services for free (a “*Basic Member*”) or You may purchase an Enhanced Membership, and become an “*Enhanced Member,*” which will give You access to additional functionalities and benefits that a Basic Member does not enjoy. If You are an Enhanced Member, these Terms of Use shall apply to You in their entirety. As an aside, an exact description of these additional functionalities and benefits will be provided to You in separate communications from the State Bar of Georgia or CloudLaw from time to time. If You are using the Site and its

services for free as a **Basic Member**, the provisions of these **Terms of Use** shall **not** be applicable to You. Should You at any time be an **Enhanced Member** and subsequently become a **Basic Member**, these **Terms of Use** shall cease to be applicable to You as a **Basic Member** but shall continue to be applicable to You with respect to Your use of the Site while an **Enhanced Member**. For the avoidance of doubt, We represent and agree that the Licensing Agreement provides that We may not sell, share, or distribute, etc. any Member's information of any kind, regardless of the source, unless and until an **Enhanced Member** expressly consents to same in a new, accepted **Terms of Use** (with respect only to such **Enhanced Member**), after termination or expiration of the Term of the Licensing Agreement, as further provided in Section 8 (c) hereof.

1. Description of Services. Our goal is to assist our members in growing their businesses by sharing professional profiles, participating in professional networks, exchanging professional insights, posting and reviewing relevant content, and finding business opportunities through online lead generation, email marketing services, and targeted advertising by our members. CloudLaw is neither a law firm nor a referral service and neither is the Site. The Site is an interactive, computerized, attorney advertisement service owned and operated by CloudLaw. CloudLaw simply offers an online means for lawyers and Potential Clients (as defined below) to exchange professional qualifications and contact information. As a Participating Attorney on the Site, You will have the ability to advertise for Potential Clients, and You will have the opportunity to contact other Participating Attorneys or legal professionals to retain their services. In addition, You will have the ability to post and/or view material posted by third parties and to engage in the social networking features that the Site provides. Your use of the Site and the services does not create an attorney-client relationship between You and CloudLaw. You understand that CloudLaw does not endorse any of the lawyers or law firms (collectively referred to hereafter as a "**Law Firm**") that advertise on the Site and, as such, CloudLaw will not endorse You if You choose to list Your profile. CloudLaw does not receive any portion of any fees for legal services paid by clients and any arrangements subsequently made by You and any user of the Site wishing to engage You (a "**Potential Client**") are strictly between You and the Potential Client and do not involve CloudLaw in any way.

2. Legal Notices. The Site is provided by CloudLaw. Please carefully review the following basic rules that govern Your use of the Site. CloudLaw reserves the right to update or modify these **Terms of Use** at any time without prior notice to You, the user. Your use of the Site following any such change constitutes Your unconditional agreement to follow and be bound by these **Terms of Use** as changed. For this reason, We encourage You to review these **Terms of Use** whenever You use the Site. These **Terms of Use** apply to the use of the Site and the services offered at the Site and do not extend to any linked third-party Sites. If You have agreed to these **Terms of Use** on behalf of an entity, such entity agrees that it will hold harmless and indemnify CloudLaw, and its employees, directors, officers, shareholders, affiliated companies, agents and representatives, vendors and suppliers from and against any liability, damage, loss, cost or expense (including,

without limitation, reasonable attorneys' fees actually incurred) arising from or relating to its and Your use of the Site and services or in violation of these Terms of Use.

3. You and CloudLaw.

a. CloudLaw does not provide legal services. The Site and its services are simply advertisements for lawyers and Potential Clients seeking legal representation. All of the materials and information on the Site are provided for informational purposes only and may not reflect current legal developments or variances in the law of different jurisdictions. The Site does not provide legal advice and nothing on the Site should be construed as legal advice or used as a substitute for legal advice. The materials and information on the Site do not necessarily reflect the opinions of CloudLaw. The information on the Site is not guaranteed by CloudLaw to be correct, complete, up-to-date, reliable or error-free. The use of the Site and services offered at the Site does not constitute or create an attorney-client relationship between CloudLaw and any third party or between a Potential Client and You or any of Your partners, employees, agents or affiliates. As between You and a Potential Client no attorney-client relationship will be established until You and the Potential Client have formally accepted the engagement and mutually agree to representation. You understand and agree that You are solely responsible for providing legal services to the Potential Client. You understand and agree that CloudLaw, its employees, directors, officers, shareholders, affiliated companies, agents, vendors or suppliers, or service providers shall not be liable for any damages or costs of any type arising out of or in any way connected with Your use or misuse of the Site or its services (including claims based on malpractice). You understand and agree that any claim arising out of Your relationship with a Potential Client shall be brought solely against such Potential Client.

b. YOU ACKNOWLEDGE AND AGREE THAT CLOUDLAW MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE VOLUME OR AMOUNT OF BUSINESS THAT MAY BE GENERATED AS A RESULT OF YOUR LISTING YOUR PROFILE ON THE SITE.

c. All fees payable by You to CloudLaw will be non-refundable, except as may otherwise be set forth in this agreement. CloudLaw reserves the right to amend its fee structure at any time. Upon the initial imposition of fees or any increase in fees during the term of any use of the Site by You, You may terminate Your use of the Site.

4. Attorney-Client Privilege and Conflicts.

a. Because CloudLaw does not provide legal services and because the Site is simply an interactive, computerized attorney advertisement service, Your use of the Site and its services do not confer the benefits that are part of a typical attorney-client relationship. Accordingly, You should refrain from submitting any confidential information in any post or transmission through

the Site or its services. The Site does not assume responsibility for the protection of confidential information, and it is possible that the dissemination of otherwise confidential information may occur through Your use of the Site and its services. If information that would otherwise be subject to a legal privilege is posted or transmitted on the Site, You expressly waive the attorney-client privilege with respect to that information. The maintenance of confidentiality or legal privilege of any information posted or transmitted on the Site by You, including information transmitted or posted by You to any user on the Site, is Your sole responsibility. You understand and agree that CloudLaw, its employees, directors, officers, shareholders, affiliated companies, agents, vendors or suppliers, or service providers shall not be liable for any damages or costs of any type arising out of or in any way connected with Your breach or waiver of attorney-client privilege.

b. It is Your sole responsibility to investigate whether there is a conflict of interest such that You cannot represent a Potential Client. The Site does not perform a check for legal conflicts of interest or other conflicts that may exist on Your part in connection with the engagement of a Potential Client. Determining whether a legal conflict exists is Your sole responsibility. You understand and agree that CloudLaw, its employees, directors, officers, shareholders, affiliated companies, agents, vendors or suppliers, or service providers shall not be liable for any damages or costs of any type arising out of or in any way arising from Your failure to investigate potential conflicts of interest arising from Your use of the Site and its services.

5. Permitted and Prohibited Uses.

a. You may use the Site solely for the purpose of: (i) seeking employment for Yourself or seeking to employ lawyers or legal professionals by using the Site's job posting tools, (ii) posting educational material related to the law, (iii) communicating with others concerning the general subjects of the Site using the Site's social networking tools, (iv) advertising to Potential Clients or legal professionals at Law Firms, and (v) printing discrete information and search results from the Site solely for such purposes, all subject to and in compliance with these Terms of Use.

b. You may not use the Site to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data. You may not upload or transmit any material that infringes upon or misappropriates any person's copyright, patent, trademark, trade secret, or rights of privacy or publicity or disclose via the Site any information the disclosure of which would constitute a violation of a confidentiality obligation or fiduciary duty on Your part. You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject CloudLaw's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed

disruptive to the ordinary operation of the Site. You are strictly prohibited from communicating on or through the Site any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. You may not use the Site in any way that harms the Site, CloudLaw, its members, licensors, affiliates or vendors, other users of the Site, or members of the general public. You may not manipulate identifiers to disguise Your identity or the origin of any content or correspondence. You may not impersonate another individual or entity or otherwise misrepresent Your affiliation with an individual or entity. You may not use RELIAGUIDE.COM, ZEEKBEEK.COM, CLOUDLAWYERS.COM or any of CloudLaw's trademarks or service marks in any way to suggest an affiliation with or endorsement by CloudLaw of any individual, organization, product, or service.

c. As a condition for accessing the Site and using the service, You agree not to (i) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Site or service other than as expressly allowed under these Terms of Use; (ii) use CloudLaw's name, RELIAGUIDE's name, Zeekbeek's name, trademarks, servers, or other materials in connection with, or to transmit, any unsolicited communications or emails; or (iii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages.

6. Copyright and Limited License to Site and Site Materials. The Site and all content on the Site(except as provided in Section 8 below), including without limitation, the software used to run the Site and all documents, text, graphics, pictures, information and other content, but excluding videos which are prohibited (collectively, "**Site materials**"), are the proprietary property of CloudLaw or its licensors. You are granted a limited, revocable, non-transferrable, nonexclusive license (without the right to sublicense) to download and reproduce Site material documents that are specifically made available on the Site for the general public to download ("**public documents**"), provided that any copyright and/or trademark notices on each page of a public document are reproduced in full and that You agree to comply with all such notices. Your limited license is subject to these Terms of Use and excludes: (i) any resale of the Site or any Site materials; (ii) any distribution, public performance or public display of any Site materials, other than sharing copies of public documents as provided by these Terms of Use; (iii) modifying or otherwise making any derivative uses of the Site or any Site materials; (iv) use of any data mining, robots, screen scraping or similar data gathering or extraction, automated account registration, or account utilization methods; (v) decompiling, disassembling or reverse engineering any Site software or Site architecture; or (vi) downloading (other than the page caching) of any portion of the Site, the Site materials (except as provided above) or any information contained therein. Notwithstanding the foregoing, content available to CloudLaw members only ("**member documents**") may be subject to a separate agreement You may have with CloudLaw or to supplemental terms and conditions that are included in or accompany the

member content, in which case You agree that such separate agreement or supplemental terms and conditions will apply to Your use of the member documents. Such separate agreement does not involve the bar association of which You are a member and the terms of such separate agreement must be negotiated between You and us. Any use of the Site or Site materials other than as specifically authorized herein (or in such separate agreement or supplemental terms and conditions) is strictly prohibited and will terminate the foregoing license.

7. Trademarks. CloudLaw, Public Benefit Corporation, CloudLawyers, CloudLaw, PBC, RELIAGUIDE, Zeekbeek and their associated logos (collectively, the “**CloudLaw Marks**”) are trademarks or service marks of CloudLaw and/or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of CloudLaw or the applicable trademark holder. The right to use any CloudLaw Mark can only be obtained via a separate trademark license agreement with CloudLaw and Your compliance with any applicable CloudLaw Mark usage guidelines. You may not use any metatags or any other “hidden text” utilizing any of CloudLaw’s Marks without our prior written permission, nor may You purchase any CloudLaw Marks as advertising keywords. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site and its services are the property of their respective owners. Our reference to any product vendors or service providers, products, services, processes or other information, whether by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof.

8. User Submissions; Sale of User Content; Ownership of Content Upon Termination and Other Events.(a) CloudLaw does not want to receive confidential or proprietary information from You through the Site. As to information provided by You to the Site, You (i) agree that such content will be considered non-confidential and non-proprietary, (ii) represent and warrant that all such information, including any information concerning practice areas and secondary states of admission, is true, complete and correct and complies with all applicable bar rules concerning lawyer advertising, (iii) agree that CloudLaw will be under no obligation of any kind with respect to such information, except as set forth in these Terms of Use. YOU HEREBY GRANT TO CLOUDLAW A PERPETUAL, WORLDWIDE, NONEXCLUSIVE, ROYALTY-FREE, AND IRREVOCABLE LICENSE TO REPRODUCE, MAKE DERIVATIVE WORKS FROM, USE, DISCLOSE, AND DISPLAY INFORMATION PROVIDED BY YOU OR THE STATE BAR OF GEORGIA REGARDING YOU, ON THE SITE. CLOUDLAW HAS NO OBLIGATION TO ADD AUTHORSHIP ATTRIBUTION TO INFORMATION PROVIDED BY YOU OR THE STATE BAR OF GEORGIA. You understand and agree to waive and forego asserting any moral rights You may have in such information. By Your providing information to CloudLaw, You represent and warrant that You have authority to provide such information to CloudLaw and grant the rights to such information described above, and that doing so does not and will not constitute the infringement or misappropriation of the trade secrets or other confidential information of You or any third party. For the avoidance of doubt, without limiting

the foregoing and except for content that originates from CloudLaw, We do not claim ownership of any content that is transmitted, stored, or processed in Your account. YOU RETAIN ALL OWNERSHIP OF, CONTROL OF, AND RESPONSIBILITY FOR INFORMATION PROVIDED BY YOU.

(b) We have agreed with the State Bar of Georgia that We will not share, sell or distribute information provided by You or the State Bar of Georgia to any third parties during the term of our Licensing Agreement with the State Bar of Georgia.

(c) Our agreement with the State Bar of Georgia provides, in summary, that in the event the State Bar of Georgia terminates the term of its agreement with us due to either a breach concerning our use of information provided by it to the Site or for certain other “for cause” events including our misconduct or insolvency, all as further provided in our Licensing Agreement with the State Bar of Georgia, (i) We shall immediately return to the State Bar of Georgia all information provided to the Site by You or the State Bar of Georgia, (ii) We shall immediately remove from the Site all such information, and (iii) We shall not retain any rights to any of such information even as to any Enhanced Member who has participated in the Site through acceptance of a User Agreement; provided, however, as an efficiency measure, we may continue to hold an Enhanced Member’s information for up to fifteen (15) days after any such termination while the Enhanced Member is considering whether to continue. We will give You Email Notice if and when the State Bar of Georgia has terminated the term of its agreement with us for cause, which notice shall include the basis for such cause. Following that, You will be given the option to continue to access the Site and the services pursuant to new Terms of Use, at Your option and upon Your approval if You so choose but You would need to supply the information directly to CloudLaw that the State Bar of Georgia had initially supplied. The new Terms of Use that You agree to with CloudLaw may contain terms and conditions which are different from these Terms of Use.

(d) In the event You terminate these Terms of Use pursuant to Section 18 hereof, our right to use, sell, share, display or distribute, etc., information provided by You or the State Bar of Georgia and the license provided in Section 8(a) hereof, shall immediately cease upon any such termination.

9. User Discussion Forums. CloudLaw may, but is not obligated to, monitor or review any areas on the Site where users transmit or post non-confidential communications or communicate solely with each other, including but not limited to, chat rooms, bulletin boards or other user forums, and the content of any such communications. CloudLaw, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. CloudLaw may edit or remove content on the Site at its discretion at any time.

10. User Representations. By using the Site and its services, You represent and warrant to

CloudLaw that You are:

- a. of legal age and able to form a binding contract with CloudLaw;
- b. not a direct competitor of CloudLaw; and
- c. duly licensed to practice law in a jurisdiction within the United States of America and are currently in good standing as a lawyer in such jurisdiction.

IF YOU CANNOT TRUTHFULLY MAKE ALL OF THE ABOVE REPRESENTATIONS, YOU MAY NOT USE THE SITE.

11. User Obligations. You agree that You will:

- a. abide by CloudLaw's Terms of Use as may be amended from time to time;
- b. provide accurate, current and complete information about You as may be prompted by any registration forms on the Site ("**Registration Data**");
- c. maintain the security of Your password and identification;
- d. maintain and promptly update the Registration Data, and any other information You provide to the Site, to keep it accurate, current and complete; and
- e. accept all risks associated with the unauthorized access to the Registration Data and any other information You provide to the Site.

12. Verification of Credentials. You acknowledge and agree to CloudLaw's use of the following procedures to verify Your credentials:

- a. In the case of Your initial registration on the Site, We require You to provide us with information and/or evidence regarding Your license to practice law in the jurisdiction(s) in which You purport to be licensed, including the year You obtained Your license in each jurisdiction, and Your attorney registration or identification number, if one has been issued to You, and Your status in secondary jurisdictions.
- b. We will use information available from the jurisdiction(s) in which You purport to be licensed to determine if there is, in fact, a lawyer with that name and registration number who was licensed in the year You have specified.

c. If the information and/or evidence You provide does not correspond to the information on the records of the applicable jurisdiction's licensing agency or bar association, We will send an e-mail to the e-mail address or call the telephone number listed on the jurisdiction's records for this lawyer. If this lawyer has no e-mail address or telephone number, We will try to contact the attorney by mail. We will advise the lawyer in our communications that a person has applied for registration of an account on the Site using that lawyer's credentials. Only after We take these steps and You cure any incorrect information will We show Your profile on the Site.

d. If in the registration process CloudLaw finds publicly available information that You have been or are the subject of a disciplinary action by the licensing board in the jurisdiction in which You purport to have a license to practice law, CloudLaw may make that information publicly available on Your profile. You consent to our doing that.

e. Subsequent to Your initial registration, CloudLaw may undertake periodic random updates of the status of Your license(s) to practice law in each jurisdiction(s) in which You purport to have a license to practice law and post the results of that update in Your profile.

You acknowledge that We have entered into a Licensing Agreement with the State Bar of Georgia under which information will be provided to the Site by the State Bar of Georgia. If this information includes evidence of Your license to practice law in Georgia We will rely on such information and paragraphs 12 (a), (b) and (c) shall be inapplicable to You.

13. Additional Details Regarding You as a Participating Attorney on the Site and Potential Clients.

Section 3 above details the relationship between You as a Participating Attorney on the Site and CloudLaw. This Section discusses Your relationship as a Participating Attorney on the Site and Potential Clients. CloudLaw provides a [Consumer/User Agreement](#) to users of the Site who wish to register as a "Consumer" on the Site. Such registration is required for a user to use certain functionalities on the site. However, it is possible that a Potential Client may contact You without having accepted a Consumer/User Agreement and as such You acknowledge that the benefits of the Consumer/User Agreement will not be available to You. It is Your responsibility to determine if Your Potential Client has accepted the Consumer/User Agreement.

a. You represent to us that You have reviewed the Consumer/User Agreement, understand the terms thereof and to the extent required of You, agree to act in compliance with it. We have delineated certain aspects of a Potential Client's relationship with You in the Consumer/User Agreement in the event that You are engaged by a Potential Client. These provisions include specifying to the Proposed Client that no attorney-client relationship will be established between You until You have formally agreed to be engaged to represent the Potential Client. CloudLaw, however, cannot provide assurances that our efforts to identify the creation or scope of Your

relationship with the Potential Client will be enforceable. In addition, even if a Potential Client has accepted the Consumer/User Agreement, we cannot guarantee to You that the provisions in the Consumer/User Agreement intended for Your benefit will be binding against the accepting Potential Client. Accordingly, we encourage You to confirm in writing between You and the Potential Client all aspects of Your relationship with the Potential Client, including those otherwise addressed in the Consumer/User Agreement.

b. You acknowledge that the relationship between any client (including Potential Clients) and an engaged lawyer are governed by the laws, rules and regulations of the jurisdiction(s) in which that lawyer is licensed to practice law. Accordingly, it is Your sole responsibility to assure that such an engagement is in compliance with all such laws, rules and regulations, and You agree that CloudLaw shall have no responsibility or liability in the event that You do not comply with such applicable laws, rules and regulations. Without limiting the foregoing, You agree to comply with all laws, rules and regulations that:

- i. impose duties or obligations upon You regarding prospective clients, including those prohibiting the unauthorized practice of law in jurisdictions in which You are not licensed;
- ii. impose limitations regarding the amount or type of fees that You may accept for legal services;
- iii. impose limitations or disclosure requirements regarding advertising by lawyers, including any restrictions on the advertising of “specialties” and “areas of practice”;
- iv. impose requirements that the engagement be reduced to writing, that waivers of conflicts of interest be in writing, that certain disclosures be made to the prospective client or other similar requirements;
- v. impose ethical obligations in connection with the engagement of a client, including the clearance of conflicts, the protection of the confidentiality of client information and the preservation of the attorney-client privilege; and
- vi. impose record keeping requirements;

c. You agree to be diligent and timely in responding to communications You receive from users of the Site.

d. To the extent that You have actual knowledge that this Site does not comply with the laws or regulations of any jurisdiction in which it may be received, You will not knowingly accept legal representation based on or resulting from the use of the Site from a person located in that jurisdiction.

14. Disclosures Regarding Attorney Advertising.

a. THE SITE MAY CONTAIN ADVERTISING MATERIAL OR LAWYER ADVERTISEMENTS. Some jurisdictions may consider the Site to be a form of advertising for

legal services and as such may require specific disclosures. Please read the following carefully.

b. The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements. Anyone considering a lawyer should independently investigate the lawyer's credentials and ability, and not rely upon advertisements or self-proclaimed expertise. Hiring a lawyer is an important process that should not be based solely upon advertisements.

c. Neither CloudLaw nor any of the Law Firms operate as a lawyer-advertising cooperative, lawyer referral service, prepaid legal insurance provider, or similar organization the business or activities of which include the referral of customers, members, or beneficiaries to lawyers for the performance of fee-generating legal services.

d. No representation is made that the quality of the legal or other services to be performed by the Law Firms is greater than the quality of legal or other services performed by other lawyers or other legal professionals. Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or fields of practice do not mean that a lawyer or other legal professional is a specialist, expert, authority or is certified in a particular field of law, nor do such memberships or licenses mean that such a lawyer or legal professional is more expert or competent than any other lawyer or other legal professionals.

e. A description or indication of limitation of practice does not mean that any agency or board has certified such lawyer as a specialist, expert or authority in an indicated field of law practice, nor does it mean that such lawyer is more expert or competent than any other lawyer. We urge all Potential Clients to make their own independent investigation and evaluation of any lawyer being considered. The fact that certain attorneys or firms concentrate their practices in the defense of bankruptcy cases (or any other field) is not meant to imply that they have gained any specific type of certification in these areas. Indeed, many states do not recognize certifications of specialties in the practice of law and explicitly state that any such certificate, award or recognition is not a requirement to practice law in those states.

f. Within the Site, We may include descriptions of successful representations or lawsuits brought by the Law Firms, or other attorneys not affiliated with the Site or us. These descriptions are not meant to create any unjustified expectations that similar results can be obtained for others, for each case turns on its own specific factual and legal circumstances. No attorney can guarantee the success of a case and past successes even in very similar lawsuits do not mean that success in a subsequent case is guaranteed or even likely. Past success cannot be an assurance of future success because each case must be decided on its own merits. Results depend upon a variety of factors unique to each case. This Site is intended to provide useful, factual information presented in a non-sensational, objective and understandable manner.

g. Except as otherwise noted on the Site the images and pictures on this Site are not meant to represent or depict actual persons or events, but rather are merely provided for illustrative purposes only.

h. This Site is not intended for the purpose of advertising legal services to be performed in any state by the Law Firms, unless they are specifically licensed to practice in that respective State.

i. To the extent that this Site does not comply with the laws or regulations of any jurisdiction in which it may be received, You will not knowingly accept legal representation based on or resulting from the use of the Site from a person located in that jurisdiction. You will not knowingly accept legal representation based on or resulting from the use of the Site from a person located outside the United States.

15. Additional State Specific Disclosures.

Georgia. In Your use of the Site and the services, You acknowledge that in Your performance, participation, actions and omissions under or related to these Terms of Use, You are bound by the Georgia Rules of Professional Conduct including, without limitation, those concerning information about legal services contained in Part 7 thereof.

16. Indemnity. You agree to defend, indemnify and hold harmless CloudLaw, its employees, directors, officers, shareholders, affiliated companies, agents, vendors or suppliers, and the State Bar of Georgia, its employees, directors, officers, affiliated entities, agents, vendors or suppliers, from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to Your use or misuse of the Site and the services provided on the Site, including, without limitation, Your violation of these Terms of Use, Your infringement or that of any other subscriber or user of Your account, of any intellectual property right or other right of any person or entity. These indemnity obligations shall survive the expiration or termination for any reason of these Terms of Use. The parties acknowledge and agree that the State Bar of Georgia is a third-party beneficiary of this Section 16 (Indemnity) and is entitled to enforce the above indemnity in its favor.

17. Limitation of Access and Removal of Access.

a. CloudLaw makes commercially reasonable efforts to maintain and provide access to its Site and services and will endeavor to provide You with advance warning of restrictions to access due to routine Site maintenance. CloudLaw, at its sole discretion, however, reserves the right at any time and from time to time to modify, suspend, discontinue or terminate the Site or services or portions thereof with or without notice. You agree that We will not be liable to You or to any third party for any modification, suspension, discontinuation or termination of the Site or services except as provided in Section 21. You further agree that CloudLaw, its employees,

directors, officers, shareholders, affiliated companies, agents and representatives, vendors and suppliers will not be liable to You for the deletion or failure to store any of Your content, information, or communications on the Site except as provided in Section 21.

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