

Rapid Legal, Inc. Terms of Service

Last Updated: July 1, 2021

Rapid Legal Inc. (herein referred to as “**Company**,” “**we**,” “**us**,” or “**our**”) operates the www.rapidlegal.com website and domains (the “**Websites**”) and Company’s proprietary online software platform which enables end users to file certain legal and court documents (the “**Platform**”), and provides related services in connection with the use of the Websites and/or Platform (the “**Services**”).

Please carefully read and understand the entire contents of this Terms of Service Agreement (this “**Agreement**”) before using the Websites, Portal and/or Services (collectively, the “**Rapid Legal Service**”). This Agreement sets forth the legally binding terms and conditions between you the end user (“**you**” or “**your**”) and Company governing your use of the Rapid Legal Service. THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE IN SECTION 12 BELOW WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS.

Acceptance of this Agreement

Your use of the Rapid Legal Service (or any part thereof) will constitute your acceptance of and consent to all the terms and conditions of this Agreement (as amended from time to time), including, but not limited to, Company’s Privacy Policy available at <https://rapidlegal.com/privacy-policy> (the “**Privacy Policy**”).

By using the Rapid Legal Service (or any part thereof) and/or placing an order conduct a transaction for filing legal and/or court documents or to purchase other related legal support services through the Rapid Legal Service (each, an “**Order**”): (1) you acknowledge that you have read, understand, and agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy; (2) you affirm, represent and warrant that you are at least 18 years of age and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and (3) if you are using the Rapid Legal Service on behalf of another person or entity (for example, your employer and/or your client that you represent), you represent and warrant that you are legally authorized to enter into this Agreement on behalf of such person and/or entity and that you have the authority to legally bind such person and/or entity to all of the terms and conditions of this Agreement.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR YOU DO NOT HAVE THE AUTHORITY AS SET FORTH ABOVE, DO NOT USE THE RAPID LEGAL SERVICE (OR ANY PART THEREOF).

1. Changes to the Rapid Legal Service

Company reserves the right to either temporarily or permanently modify, suspend or discontinue the Rapid Legal Service (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Rapid Legal Service (or any part thereof).

2. Customer Information and Online Registration

Access to some areas and use of some functions of the Rapid Legal Service may require you to register an account (“**Account**”), you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address), and (b) maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is inaccurate, not current or incomplete, Company reserves the right to terminate this Agreement and your use of the Rapid Legal Service. As part of the registration process, you will be asked to select a password. You will be responsible for the confidentiality and use of your password and any Account number. You are solely responsible for any activity originating from your Account, regardless of whether such activity is authorized by you. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT NUMBER, AND YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES (INCLUDING REQUESTING SERVICES) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. If for any reason you feel either your Account number or your password has been compromised or duplicated, you must immediately contact Company to change your password or Account number and to stop any Service requested.

3. Agreement to Conduct Transactions Electronically & Electronic Communications

3.1. *Electronic Transactions.* You agree that all of your transactions with or through Company may, at its option, be conducted electronically. If you do not wish to have these transactions conducted electronically, you should not enter into this Agreement or use the Rapid Legal Service. You agree that Company may determine (from time to time) to provide all or any part of its Services, including, without limitation, any filing services, non-electronically, and that

those Services will still be governed by this Agreement. In addition, you acknowledge and agree that pursuant to California Rules of Court 2.251(b)(1)(C), by submitting an electronic filing Order through the Services, you consent to receive electronic service with respect to such electronic filing Order at the electronic service address provided in such e-Filing submission.

3.2. Electronic Communications. By using the Rapid Legal Service, you consent to receiving electronic communications from Company, including, without limitation, notices posted on the Websites and/or via email. These electronic communications may include notices about information concerning or related to your use of the Rapid Legal Service. These electronic communications are part of your relationship with Company and you receive them as part of your use of the Rapid Legal Service. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

4. Use of the Rapid Legal Service

4.1. Access and Use. Subject to your compliance with this Agreement, Company hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Website, Platform and Services, over the internet, through the online portal available through the website, and solely in connection with your use of the Rapid Legal Service, on a non-commercial basis, and in accordance with this Agreement.

4.2. Orders. To the extent you submit an Order for any Services to be provided by Company, you hereby authorize Company (and its employees, contractors and/or subcontractors), to perform such Services, including, without limitation, submitting e-Filing documents through, or otherwise utilizing, the Rapid Legal Service and/or Third Party Services (as defined below in Section 4.8) in connection with the provision of such Services.

4.3. Unsuitable Content and Conduct. You agree not to engage in conduct or submit to or in connection with the use of the Rapid Legal Service any material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive, or otherwise objectionable. You agree not to cause damage, embarrassment or adverse publicity to Company. In addition, you agree that you will not, and will not permit any third party to: (i) modify, adapt, translate or create derivative works based on the Rapid Legal Service (or any part thereof), or any related documentation; (ii) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Websites and/or Platform, except as expressly permitted by applicable law; (iii) distribute, license, sublicense, assign, transfer or otherwise make available to any third party the Rapid Legal Service, or any related documentation; (iv) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Company or its suppliers on or within the Rapid Legal Service or related documentation; (v) use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Rapid Legal Service and/or any content (except caching or as necessary to view the Websites), without our prior written permission or authorization; (vi) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; or (vii) use the Rapid Legal Service in violation of any applicable local, state, national or international law, including, without limitation, any and all applicable export laws.

4.4. Functional Compatibility and System Abuse. When submitting content, documents or other information to or in connection with the use of the Rapid Legal Service, you agree to submit only content, documents or information that is functionally and technically compatible with the Rapid Legal Service. You agree not to attempt and will not damage, corrupt, tamper with or infect the Rapid Legal Service, the content or any information or telecommunication system of Company with a virus or other malicious computer program. You agree to only use the Rapid Legal Service for the permitted purposes stated in this Agreement, and will not engage in abusive activity with respect to the Rapid Legal Service.

4.5. User Data. You grant to Company, during the term of this Agreement, a non-exclusive, royalty-free, fully-paid, worldwide license to use and process any documents and other content, data, information (including, personal information), and/or materials submitted by you, or collected on your behalf, in connection with the use of and access to the Rapid Legal Service (collectively, "**User Data**") as reasonably necessary for Company to provide you the Rapid Legal Service and other services hereunder. Subject to Company's right to usage data as set forth in Section 4.7 below, as between you and Company, you shall retain all right, title and interest to User Data. Any personal information included or incorporated in any User Data shall be used by Company in accordance with this Agreement and the Privacy Policy.

4.6. Data Protection. You acknowledge and agree that you are the "controller" or "business" and Company is the "processor" or "service provider" (as those terms are defined in applicable data laws and regulations), and you are solely responsible for, the accuracy, quality and integrity of the User Data. You represent and warrant that, with

respect to any User Data (including, without limitation, any personally identifiable information therein), you: (a) have all the rights necessary to grant the licenses granted herein to Company in and to such User Data; (b) have obtained all permissions and/or approvals from each applicable data source as may be necessary or required to transmit such data through the Rapid Legal Service; and (c) are in compliance with all applicable data laws, rules and regulations. In addition, to the extent you and Company are required to enter into a data processing agreement, or if, in Company's discretion, such data processing agreement is necessary or appropriate, to comply with applicable data laws, rules or regulations with respect to the processing of any personal information included in any User Data, you agree to execute and enter into Company's then current data processing agreement.

4.7. Usage Data. Company may collect and anonymously use aggregated data regarding usage and performance of the Rapid Legal Service in order to generally improve and optimize the performance of the Rapid Legal Service and other business purposes, provided that in no event will Company share for its own purposes, any such data in a manner that would identify you or any person on whose behalf you use the Rapid Legal Service, or disclose any User Data, for purposes other than as necessary pursuant to this Agreement unless such User Data is in de-identified form.

4.8. Third Party Services. Company may utilize in connection with the provision of the Services and/or embed and/or integrate into the Website and/or Platform, certain third party products and/or services ("**Third Party Services**"). Third Party Services are operated by the applicable third party providers of the Third Party Services, and those third party providers may collect, access, and use your personal information and/or data in a manner differently than we do and we do not control their use of such information. COMPANY IS NOT RESPONSIBLE FOR, AND MAKES NO REPRESENTATIONS AS TO, THE MANNER IN WHICH THIRD PARTY PROVIDERS HANDLE DATA AND INFORMATION THAT MAY BE COLLECTED IN CONNECTION WITH THE USE OF THE THIRD PARTY SERVICES. COMPANY IS NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR RELIANCE ON THE PRIVACY PRACTICES OR OTHER POLICIES OF SUCH THIRD PARTY SERVICES. YOU ARE RESPONSIBLE FOR REVIEWING THE PRIVACY NOTICES OF SUCH THIRD PARTY SERVICES.

5. Affirmations and Declarations

By using the Rapid Legal Service, you represent, affirm, and declare, under penalty of perjury under the laws of the State of California or the state in which you are utilizing the Rapid Legal Service that (1) you agree to adhere to the laws and regulations of the jurisdiction with which you are conducting business with Company and that you are subject to civil and criminal penalties should you utilize Company to violate those laws and regulations; and (2) you acknowledge that the information provided by Company is derived from local government agency databases and as such may be inaccurate, out of date, contain errors or omissions, or be otherwise incorrect.

6. Fees and Payment Terms

6.1. Service Fees. Company determines the service fees charged to you for using the Rapid Legal Service from time to time in its sole discretion. Fees for the Rapid Legal Service may vary by location, size, service level and/or the amount of time spent completing and/or providing the Rapid Legal Service to you. Company reserves the right to change its fee structure at any time without notice. In addition to the service fees, you will be responsible for the payment of any credit card processing, bank transfer fees, and/or other payment processing fees arising from your Orders, transactions and/or payment of any fees due to Company hereunder. Please see Company's [Pricing Page](#) for the then-current service fees.

6.2. Statutory Court and Witness Fees. Company is in the business of providing legal support services, including court filing services, electronic filing of court documents, service of process, and recording services to law firms, companies, government agencies, and individuals. In order to file, record, copy or serve certain court documents, a filing, recording, copy or witness fee may be imposed by court rule or statute. You are solely responsible for the payment of such fees, whether Company first collects such fees from you and then pays the court on your behalf or Company advances such fees to the court on your behalf and collects such fees from you subsequently. Further, you acknowledge that if such fee is not paid when due to Company, your filing can be voided per CCP 411.20. You represent and warrant to Company that any statutory court or witness fees collected and paid to the courts by Company on your behalf are not for personal, family or household purposes. At any time, you can review and print the then-current fees via Website or you can request a schedule of the fees from sales@rapidlegal.com.

6.3. Payment Terms. All services fees, payment processing fees, statutory court and/or witness fees, taxes, and charges arising from your use of Rapid Legal Service are due and payable by you upon the submission of your Order through the Rapid Legal Service. All transactions must be in U.S. dollars. Company accepts two payment methods: ACH or Credit Card Payment. You hereby expressly authorize Company and its third party payment processors to charge the payment method selected by you at the time you place your Order, for any and all services fees, payment processing fees, statutory court and/or witness fees, taxes, and charges due and payable by your

under this Agreement. To the extent that any amounts owed under this Agreement cannot be collected from your payment method, you are solely responsible for paying such amounts by other means. You represent and warrant that you have the legal right to use the payment methods selected by you to make payments under this Agreement. **EXCEPT AS OTHERWISE EXPRESSLY STATED, ALL FEES ARE NON-RETURNABLE AND NON-REFUNDABLE.**

6.4. Additional Terms for Payments via ACH. If you choose to pay by ACH, you authorize Company (and/or its third payment processors) to debit your bank account for the total amount of service fees charged by Company, plus any statutory court or witness fees. The following terms and conditions will govern ACH (eCheck):

- (a) Bank Account Payments. By choosing to use a bank account as your payment method, you will be able to complete your purchase using any valid automated clearing house (“ACH”) enabled bank account at a United States-based financial institution. Company in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.
- (b) ACH Authorization. By choosing your bank account as your payment method, you agree that: (i) you have read, understand and agree to this Agreement, and that this Agreement constitutes a “writing signed by you” under any applicable law or regulation, (ii) you consent to the electronic delivery of the disclosures contained in this Agreement, (iii) you authorize Company (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (iv) you authorize Company (or its agent) to initiate one or more ACH debit entries (withdrawals) or the creation of an equivalent bank draft for the specified amount(s) from your bank account, and you authorize the financial institution that holds your bank account to deduct such payments.
- (c) Customer Service. Transactions that we process using your bank account will be identified as “Rapid Legal” (or similar identifier) on the statement issued by your bank or other financial institution holding your account. All questions relating to any transactions made using your bank account by us should be initially directed to us. Save the order confirmations that you are provided when you place an Order and check them against your bank account statement. You may contact us regarding your Orders or any payments made using your bank account and by writing to us at <https://rapidlegal.com/contact>.
- (d) Transaction Errors. If you believe that any payment transaction initiated by RapidLegal.com (or its agent) with respect to your bank account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible at customersupport@rapidlegal.com or 1-800-366-5445. Notify us at once if you believe the password associated with your Account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your bank account to place an Order using your Account without your permission. We reserve the right to cancel the ability to pay by bank account for any reason at any time.
- (e) You’re Liability for Unauthorized Transactions. Federal law limits your liability for any fraudulent, erroneous unauthorized transaction from your bank account based on how quickly you report it to your financial institution. As general rule, you should report any fraudulent, erroneous or unauthorized transactions to your bank within 60 days after the questionable transaction FIRST appeared on your bank account statement. You should contact your bank for more information about the policies and procedures that apply to your bank account and any unauthorized transactions, including any limits on your liability.
- (f) Returned Checks. Company will charge a \$25 fee for any returned checks or ACH transactions.

6.5. Late Payments. Should any invoice become delinquent and Company has to initiate a collections effort, a finance charge of 1.5% a month will apply for outstanding balance and all reasonable collection costs and/or legal fees will be added to the balance due.

6.6. Taxes. Any taxes which Company may be required to pay or collect under any existing or future law in connection with providing you with the Rapid Legal Service (excluding taxes on Company’s income) shall be solely your responsibility and charged to your payment method on file and you hereby authorize Company and its payment processors to charge such fees to your payment method on file.

6.7. Electronic Delivery of Future Disclosures. You agree to accept all disclosures and other communications between you and us on this website or at the primary e-mail address associated with your Account. You should print and retain a copy of all such disclosures and communications.

7. Third Party Sites and Other Information

The Websites and/or Platform may contain as a convenience to you, links to other websites and information that are not under Company control. Company has no obligation to monitor, control or restrict the use of any third party websites accessible via links on the Websites and/or Platform. These other sites are not under Company control, and you acknowledge that (whether or not such sites are affiliated in any way with Company), Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Company or any association with its operators.

8. Disclaimer of Warranties and Limitation of Liability

8.1. No Warranties. YOU AGREE THAT YOUR USE OF THE RAPID LEGAL SERVICE AND ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE IS AT YOUR OWN AND SOLE RISK. THE RAPID LEGAL SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DISCLAIMS ALL REPRESENTATION, WARRANTIES AND DUTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE, NON-INFRINGEMENT OR TITLE, DUTIES OF WORKMAN-LIKE EFFORT, OR LACK OF NEGLIGENCE. COMPANY ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS ON OR THROUGH THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE FUNCTIONALITY, SPECIFICATIONS, OR ANY OTHER ASPECT OF THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE. COMPANY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE, OR THAT DEFECTS IN THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR PROTECTION OF YOUR SYSTEM AND/OR ACCURACY OF DATA, AND FOR MAINTAINING A MEANS OF RECONSTRUCTION OF LOST DATA. WITHOUT LIMITING THE ABOVE, YOU AGREE THAT COMPANY AND ITS PARENT CORPORATIONS, SUBSIDIARIES, PARTNERS, EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS, AND/OR CONSULTANTS DO NOT MAKE ANY WARRANTIES OR UNDERTAKE ANY DUTIES REGARDING, WITHOUT LIMITATION, THE FOLLOWING: (A) INFRINGEMENT OF TITLE OR QUIET ENJOYMENT; (B) FUNCTIONALITY, INCLUDING FUNCTIONALITY OF SEARCH OR RETRIEVAL SOFTWARE; (C) ACCURACY, COMPLETENESS, OR COMPLETION OF FORMS; (D) RECEIPT OF DOCUMENTS BY LOCAL GOVERNMENTS; (E) APPROPRIATENESS OR PROPRIETY OF DOCUMENTS PULLED FOR A PARTICULAR JOB; (F) APPROVAL OF DOCUMENTS BY LOCAL GOVERNMENTS; (G) TIMELINESS OF SERVICES; (H) UNINTERRUPTED, SECURE, ERROR OR VIRUS-FREE SERVICE OR STORAGE; AND (I) ADEQUACY OF FEES PAID TO LOCAL GOVERNMENTS.

8.2. Limitation on Company's Damages and Liability. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING FROM THIS AGREEMENT OR YOUR USE OF AND/OR INABILITY TO USE THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE RAPID LEGAL SERVICE AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE RAPID LEGAL SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO COMPANY UNDER THE ORDER SUBMITTED BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM OR LIABILITY. COMPANY'S AFFILIATES AND SUPPLIERS SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT. THE DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY OF ITS ESSENTIAL PURPOSE FAILS.

8.3. Jurisdictional Issues. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8.4. *Basis of the Bargain*. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN COMPANY AND YOU. COMPANY WOULD NOT BE ABLE TO PROVIDE THE RAPID LEGAL SERVICE ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY INURE TO THE BENEFIT OF COMPANY'S SUPPLIERS.

9. Indemnification

You agree to indemnify, defend, protect and hold harmless Company, its parent corporations, subsidiaries, successors, assigns, partners, employees, agents, affiliates, contractors, and consultants and their respective directors, officers, employees and agents from and against all losses, claims, and expenses (including attorneys' fees and costs, incurred by Company with or without suit and whether incurred on appeal or in bankruptcy) arising out of or relating to (a) your breach of any terms of this Agreement, (b) the determination by a jurisdiction that you have improperly utilized the Rapid Legal Service to violate the laws and regulations of the jurisdiction, (c) your use of the Rapid Legal Service, your dealings or transactions with other parties resulting from use of the Rapid Legal Service, or your failure to pay all sums due Company or any local government; (d) your supplying inaccurate, out of date, errors or omissions, or otherwise incorrect information as well as any action taken by you as a direct or indirect result of the information displayed on or otherwise provided through the Rapid Legal Service; and/or (e) User Data or you violation of any applicable laws, rules, or regulations (including, without limitation, any data protection laws, rules or regulations).

10. Termination or Cancellation

This Agreement will remain in full force and effect as long as you continue to access or use the Rapid Legal Service or until terminated in accordance with the provisions of this Agreement. Company may, at any time, without notice: (a) suspend or terminate your rights to access or use the Rapid Legal Service, or (b) terminate this Agreement with respect to you for any or no reason, and/or if Company, in good faith, believes that you have used the Rapid Legal Service in violation of this Agreement, including any incorporated guidelines, terms or rules. You agree that, upon any termination, the licenses granted you hereunder and your right to use the Rapid Legal Service will automatically terminate and you will immediately cease any and all access and/or use of the Rapid Legal Service. Sections 2, 3, 4.2, 4.3, 4.4, 4.6, 4.7, 4.8 and 5 through 12 will survive any termination or expiration of this Agreement.

11. Ownership and Intellectual Property Rights

11.1. *Company Proprietary Rights*. As between you and Company, Company and its licensors retain all right, title and interest, and any and all intellectual property rights, in and to the Rapid Legal Service, including, without limitation, any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Rapid Legal Service (but excluding your User Data), any and all modifications, enhancements and updates to any of the foregoing. The Company trademarks are strictly owned by Company, and nothing in this Agreement will be construed to transfer ownership rights or grant any permission, license or other rights to any Company trademark without written authorization from Company. The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the Rapid Legal Service may be the trademarks of their respective owners. Company reserves all rights and licenses not expressly granted to you in this Agreement and no implied license is granted by Company. The Rapid Legal Service, and its underlying technology, are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

11.2. *Comments and Suggestions*. You agree that any comments or suggestions that you provide to Company regarding the Rapid Legal Service, including, without limitation, the functionality and/or features of the Rapid Legal Service and/or any feedback, suggestions or ideas in response to any customer survey (collectively, "**Comments**") shall be deemed, and shall remain, the property of Company, and you hereby assign all right, title and interest in and to such Comments to Company. None of the Comments shall be subject to any obligation of confidence on the part of Company and Company shall not be liable for any use or disclosure of any Comments. Without limitation of the foregoing, Company shall be entitled to unrestricted use of the Comments for any purpose, commercial or otherwise, without compensation or attribution to the provider of the Comments.

12. Dispute Resolution; Governing Law

12.1. *Governing Law*. The laws of the State of California will govern this Agreement and any claims, actions and/or disputes arising under this Agreement, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods in its entirety and the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA are expressly excluded from this Agreement. The Federal Arbitration Act and federal arbitration law apply to the agreement to arbitrate by the parties set forth in this Section 12.

12.2. Agreement to Arbitrate. Any dispute or claim relating in any way to this Agreement, and/or your use of the Rapid Legal Service (or any part thereof) will be resolved by confidential binding arbitration administered by the American Arbitration Association (“AAA”) in California, or another forum mutually agreed upon by you and Company, pursuant to the Commercial Arbitration Rules (“Rules”) of the AAA in effect at the time the dispute commences by a sole arbitrator nominated by agreement of you and Company and confirmed in accordance with the Rules. If AAA is not hearing consumer commercial disputes at the time, Company may select another arbitral body in its sole discretion. The place of the arbitration shall be San Bernardino County, California, unless otherwise mutually agreed by the parties in writing; provided that, to the extent feasible, the parties agree the arbitration may be conducted by video conference, telephone, or other telecommunication means. Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator. The arbitration proceedings and any information and materials furnished during the arbitration shall be treated as confidential. The arbitrator shall not have the power to award damages except to the extent specifically permitted by this Agreement. Any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction, and each of the parties irrevocably submits to the jurisdiction of such court for confirmation or recognition or enforcement of any award. Notwithstanding the foregoing, Company may seek injunctive or other equitable relief in any court with competent jurisdiction, to prevent immediate harm arising from any actual or threatened violation of Company’s regarding confidential information or intellectual property rights.

12.3. Venue. If the agreement to arbitrate is found not to apply to your or our claim and/or either party challenges the right of the other party to obtain arbitration of a dispute between them, or otherwise seeks to file a court action notwithstanding the agreement of the parties to arbitrate disputes, any such legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced solely in California state courts (or, if there is exclusive federal jurisdiction, the United States District Court for the Central District of California), and each party hereby consents to the jurisdiction of such courts, and each party hereto irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit, action or proceeding.

12.4. Class Action Waiver. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

12.5. Opting out of Arbitration if You are an Individual Consumer. If you are using the Rapid Legal Service on an individual basis for your own use (i.e., not on behalf of another person or entity, for example, your employer and/or a client that you represent), you may opt-out of arbitration. If you do not wish to resolve disputes by binding arbitration in accordance with this Section. Within 30 days after the date that you first agree to this Agreement you must send notice of your choice to opt-out to us via email to legal@rapidlegal.com, Subject Line: *Arbitration Opt-Out*, that specifies: your full legal name, email address you registered with you Account, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once we receive your Opt-Out Notice, the agreement to arbitrate will be void and the parties agree that the exclusive jurisdiction and venue described in Section 12.3 will govern any action arising out of or related to this Agreement. The remaining provisions of this Section 12 will not be affected by your Opt-Out Notice.

13. Force Majeure

Company shall not be responsible for interruptions, delays or failure in performance resulting from causes beyond its reasonable control. Such acts shall include, but not limited to, acts of God, war, riot, acts of terrorism, labor stoppages, governmental actions, fires, floods, and earthquakes.

14. Third Party Rights

The provisions in this Agreement are for the sole benefit of you and Company and shall not inure to the benefit of any other person either as a third party beneficiary or otherwise.

15. Independent Contractors

You and Company are independent contractors. Neither you nor Company is an employee, agent, representative, broker, or partner of one another. This Agreement shall not be construed to create an association, joint venture, or partnership between you or Company to impose any partnership obligation or liability upon either party.

16. General Provisions

Neither this Agreement nor any part or portion may be assigned or otherwise transferred by you without Company’s prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party 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 for convenience only and do not constitute a part of this Agreement. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of the right of such party to assert or rely upon such provision or right in that or any other instance.

17. Effect of Agreement

This Agreement, the Privacy Policy, your Open Credit Account form, Application for Credit, and the consents provided by you on or through the Websites and/or Platform), embodies the entire agreement between you and Company. 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 intentions of the parties as reflected in that provision and the allocation of risks set forth in this Agreement, and agree that the remaining provisions of this Agreement shall remain in full force and effect.

18. Amendments and Updates

Company reserves the right to update or modify this Agreement at any time. The revised Agreement will be posted on the web page www.rapidlegal.com/terms-of-service. All updates and modifications to this Agreement will be effective from the day they are posted online (except as stated below). If we make any material changes to this Agreement, we will provide reasonable prior notice of these changes by posting a notice of the changes on the Website and/or via email at the email address you provided at the time you registered your Account. It is your responsibility to regularly visit and review this Agreement. If you do not agree to any updates or modifications to this Agreement, simply do not use or access the Rapid Legal Service and terminate your Account. Your continued use of the Rapid Legal Service after we have posted the updated Agreement, signifies to us that you acknowledge and agree to be bound by the revised Agreement.

Questions. Please feel free to contact Company at legal@rapidlegal.com if you have any questions about this Agreement.