

XIRA User Agreement

This User Agreement (this “Agreement”) set out the terms on which XIRA Connect, Inc. a Delaware corporation, and its respective affiliates, successors and subsidiaries (collectively, “We,” “Us,” “Our,” “XIRA”) provide access to and use of certain services available on or through its xira.com website (the “Site”), software application and/or mobile applications (collectively, the “Services”) to you, a user of the Services (“you” or “User”). The Services connect Users seeking legal services with legal professionals offering such services.

1. Acceptance of Terms

In consideration of XIRA providing You limited rights of use and access to the Services, You agree to the following terms and conditions of this Agreement. This Agreement is in addition to, and does not nullify, any other agreement between You and Us or any other applicable terms and conditions found on the Services. You agree to comply with all rules or restrictions that are posted on the Services. If You are using the Services on behalf of an organization, You represent that You have the right to bind such organization to this Agreement, and the terms “User” and You” will include both you, the individual user, and such organization.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. EACH TIME YOU USE THE SERVICES, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS AGREEMENT IN ITS THEN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. YOU MAY ALSO AGREE TO THIS AGREEMENT ELECTRONICALLY, WHICH MAY INCLUDE, WITHOUT LIMITATION, CLICKING ON AN “AGREE” OR SIMILAR BUTTON OR CHECKING A BOX THAT IS NEXT TO OR NEAR A LINK TO THIS AGREEMENT.

2. Suspension or Termination of Your Use

You may terminate this Agreement at any time by closing your account and ceasing to use the Services. Your failure to comply with the requirements of this Agreement may result in suspension or termination of Your access to the Services, without notice, in addition to XIRA’s other remedies. XIRA further reserves the right to terminate, without notice and in its sole discretion, any user’s access to or use of the Services for any reason. We reserve the right to terminate this Agreement or to cease to offer the Services at any time on written notice to You (including by email to registered Users of our Services, for any reason or no reason.

If Your account is terminated for any reason or no reason, You agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license and rights provided by us under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of Your User Generated Content, and (e) that we shall not be liable to You, or any third party, for compensation, reimbursement, or damages in connection with Your use of the Services or for termination of access to Your account. Sections 3 through 5, and 8 through 25, and any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

3. No Legal Advice; No Endorsement.

XIRA IS NOT ENGAGED IN RENDERING LEGAL ADVICE OR SERVICES VIA THE SERVICES. XIRA SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY LIABILITY, LOSS OR RISK, PERSONAL OR OTHERWISE, THAT IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF THE USE OR CONTENTS OF THE SERVICES, OR FOR ANY ACT OR OMISSION OF ANY USERS OF THE SERVICES OR THIRD PARTIES. XIRA makes no representation, warranty or endorsement regarding any legal professional or other User You engage or interact with through the Services. All Users should be careful and exercise caution in entering into transactions or relationships or otherwise interacting with other Users including legal professionals. No agency, partnership, joint venture or other form of joint enterprise or employment relationship exists between XIRA and any User, including legal professionals who publish listings on the Services. By using the Services, You agree that the sole remedy for any damage or harm inflicted by other Users will be limited to claims against such Users, and that You will not seek monetary damages or any other remedy from XIRA in connection with such events.

4. Ownership of the Services; Intellectual Property Rights

The Services are expressly owned and operated by XIRA. Unless otherwise noted, the design and content features on the Services, including without limitation, information and other materials, illustrations, product layout and design, icons, navigational buttons, images, artwork, graphics, photography, text, data, audio sound, software and the like, as well as the selection, assembly and arrangement thereof (collectively, the "XIRA Information"), are owned by XIRA or its affiliates or are licensed from third-party service providers by XIRA. The Services, as a whole and in part, are protected by copyright, trademark, service mark, trade name, and other intellectual property and proprietary rights, and all other applicable rights are reserved.

Unless otherwise provided through any other applicable terms and conditions to which You agree, no portion of the Services or XIRA Information may be reprinted, republished, modified, or distributed in any form without Our express written permission. You may not, and this Agreement does not give You permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Services or any of the XIRA Information, or authorize or request any other person or entity to do so. Certain XIRA Information may be licensed from third parties and all such third party XIRA Information and all intellectual property and proprietary rights related to such third party XIRA Information belong to the respective third parties. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Services or the XIRA Information and You must retain all copyright, trademark, service mark and other proprietary notices contained on the Services or in the original XIRA Information on any authorized copy You make of the Services or the XIRA Information. You agree not to sell or modify the Services or the XIRA Information or reproduce, display, publicly perform, distribute, or otherwise use the Services or the XIRA Information in any way for any public or commercial purpose in any other manner that is likely to cause confusion among consumers, that disparages or discredits Us or Our licensors, that dilutes the strength of Our property or Our licensors' property, or that otherwise infringes on Our or Our licensor's intellectual property rights. You further agree to in no other way misuse the Services or the XIRA Information. Unless otherwise provided through any other applicable terms and conditions to which You agree, any code that We create to generate or display any XIRA Information or the pages making up the Services is also protected by Our copyright and other applicable intellectual property or proprietary rights and You may not copy or adapt such code. We reserve any rights not expressly granted by this Agreement.

You retain ownership to content, including but not limited to ideas, remarks, questions, data, graphics, opinions, designs, or customizations which you post, publish, stream, transmit or otherwise provide to the Services (collectively "User Generated Content"). However, by submitting Your User Generated Content to Us, You hereby grant and agree to grant to Us a worldwide, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, distribute, publish, modify, create derivative works from, host, cache, store, archive, index, crawl, create algorithms based thereon, or transcode the User Generated Content to appropriate media formats, standards or mediums as part of the Services We provide, in connection with the operation and promotion of the Services and any other purposes reasonably related to the Services. The foregoing licenses granted by You shall terminate once You remove or delete Your User Generated Content from the Services, except that (a) for technical reasons, User Generated Content You delete may persist for a limited period of time in backup copies, and (b) User Generated Content You delete may continue to appear if You have shared it with other Users and they have not deleted it. To the extent reasonably necessary or appropriate to effect or support the license granted by You above, You hereby waive and agree to waive (or if not waivable, agree not to assert) any rights of privacy or publicity, or any moral rights or other similar rights, with respect to Your User Generated Content. You also hereby grant and agree to grant each other User a worldwide, non-exclusive, royalty-free license to access, and use Your User Generated Content which (a) You transmit to such User via the Services or (b) you post within any area of the Services that is available to Users generally, in each case solely for such User's use of the Platform for the specified purpose of this Agreement, in accordance with the terms and conditions herein.

5. XIRA Information is Provided As Is; Use of Services

The Services and the XIRA Information are provided "as is" with all faults. You use the Services and the XIRA Information, as authorized herein, at Your own risk. The Services or XIRA Information may contain errors, omissions, or typographical errors or may be out of date. The Services or XIRA Information may change, delete or be updated at any time and without prior notice. You understand that We cannot and do not guarantee or warrant that files, if any, available for downloading from the Services will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or any

other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information (collectively, "Hazards").

6. Eligibility to Use the Services and Fees

The Services are not intended for users under the age of 18. To register for any services offered on the Services, You must be 18 years of age or older. If You are a minor under the age of 18, You may only use the Services in conjunction with Your parents or guardians. XIRA does not knowingly collect personally identifiable information from users under the age of 18. Children under 18 should not send any information about themselves to XIRA. If a child under 18 submits information through any part of the Services, and We become aware that the person submitting the information is a child, We will attempt to delete this information as soon as possible.

Certain features of the Services, may be available only if certain fees ("Fees") are paid by You, or for Your benefit (e.g., we may permit a third party to pay certain Fees for Your benefit). If You purchase certain features of the Services, You must pay all applicable Fees. You will provide us (or our designated third-party payment provider) with accurate and valid credit card or other payment information and update your credit card or other payment information in the event any information provided becomes invalid or incomplete. If any charge is rejected by our bank or payment providers, You are still liable to pay the Fees. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorney's fees, if we deem it necessary to take any legal or administrative action to collect unpaid Fees.

7. Accurate Information; Registration and Passwords

In consideration of Your use of the Services, You agree to: (a) provide true, accurate, and current and complete information as prompted through the Services; and (b) maintain and update such information to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We may suspend or terminate Your use of the Services and/or decline to permit Your continued use of the Services and future access to the Services.

You may need a username and password to use certain features of the Services. By selecting a user name, You agree that You will not (i) select or use a name or e-mail address of another person with the intent to impersonate that person; (ii) use a name or e-mail address subject to the rights of any person without authorization; (iii) use a name in violation of the intellectual property rights of any person; or (iv) use a name that We, in Our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of Your password and account, and are responsible for all activities (whether by You or by others) that occur under Your password or account. You will notify Us immediately of any unauthorized use of Your password or account or any other breach of security. We assume no liability for any loss or damage arising from any unauthorized use of Your password or account by a third party.

8. User Generated Content and Interactive Features

Any User Generated Content or other information that You provide to Us in connection with the use of the Services: (a) shall not be obscene or indecent; (b) shall not contain any Hazards; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not be defamatory, libelous, unlawful, offensive, threatening or harassing; and (e) shall not create any liability for Us or cause Us to lose (in whole or in part) the services of Our Internet Service Provider(s) or other suppliers. You shall comply with all applicable laws, statutes, ordinances and regulations regarding use of the Services.

The Services may include interactive features that allow for uploading of User Generated Content (the "Interactive Features"). You are responsible for any material or User Generated Content that You provide through any Interactive Features on the Services. We do not control the information or files that You or others may provide through the Services. When using the Interactive Features, You must not:

- Engage in any conduct that, in Our sole judgment, restricts or inhibits any other user from using or enjoying the Services;
- Use the Services to impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

- Interfere with or disrupt any servers or networks used to provide the Services or their features, or disobey any requirements, procedures, policies or regulations of the networks We use to provide the Services;
- Gain unauthorized access to the Services, or any account, computer system, or network connected to the Services, by means such as hacking, password mining or any other illicit conduct;
- Obtain or attempt to obtain any materials or information not intentionally made available through the Services;
- Except as expressly permitted by XIRA, use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising;
- Except as expressly permitted by XIRA, engage in advertising or commercial solicitation of any product or service, or to solicit donations of any kind on the Services, without Our written consent;
- Harvest or otherwise gather for marketing or other purposes any email addresses or other personal information that has been posted by other users.
- Take any action that imposes or may impose an unreasonable or disproportionately large load on the Services or their infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Services (or other accounts, networks or services connected thereto)
- Use manual or automated software, devices, or other processes to “crawl”, “scrape” or “spider” any of the Services or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Services, including any of the XIRA Information; or
- Use the Services in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Services
- Attempt to circumvent the functionality of the Services, such as by including contact information (such as a telephone number or e-mail address) in offers for legal services.

We shall have the right, but no obligation, to monitor the content of the Interactive Features to determine compliance with this Agreement and any other operating rules We establish. We shall have the right in Our sole discretion to edit, refuse to post or remove any material submitted to the Interactive Features of the Services, including material that We deem offensive or otherwise inappropriate for Our site. Notwithstanding this right, You shall remain solely responsible for your User Generated Content. We neither endorse nor are responsible for the accuracy or reliability of any statement or information on the Interactive Features of the Services, whether it is provided by Us, Our employees, or a third party. Under no circumstances will We be liable for any loss or damage of any kind caused by reliance on information obtained through the Interactive Features of the Services. We reserve the right to deny access to the Services or any features of the Services to anyone who violates this Agreement or who, in Our sole judgment, interferes with the ability of others to enjoy the Service or infringes the rights of others. Neither We nor any third-party content provider shall assume or have any liability for any action or inaction by Us or any third-party content provider with respect to any conduct, communication or posting on the Interactive Features of the Services.

9. Links to Other Web Sites

Any links on the Services to other websites are provided as merely a convenience to You. The Services or XIRA advertising or promotional materials may provide links or references to other websites but We have not reviewed all of these other websites, have no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from the content from these other websites. You understand that, except for information, products or services clearly identified as being supplied by Us, We do not operate, control or endorse any information, products or services on the Internet in any way. We do not endorse or make any representations about these other websites, or any information or other products or materials found on these other websites, or any results that may be obtained from using these other websites. If You decide to access any of these other websites linked to the Services, You do so entirely at Your own risk.

10. Indemnification

You agree to indemnify, defend and hold Us and Our affiliates, officers, directors, shareholders, employees and agents, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney’s fees) resulting from (i) Your use,

misuse or abuse of the Services or the XIRA Information, or (ii) Your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in Our defense of any claim. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and You shall not in any event settle any matter without Our written consent.

11. Disclaimer of Warranty and Limitation of Liability

YOU ACKNOWLEDGE THAT YOU ARE USING THE SITE AND THE SERVICES AT YOUR OWN RISK. THE SITE, THE XIRA INFORMATION AND THE SERVICES ARE PROVIDED "AS IS," AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, XIRA, ITS AFFILIATES, ITS SUBSIDIARIES, AND ITS THIRD-PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS OR RELIABILITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. XIRA, ITS AFFILIATES, ITS SUBSIDIARIES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE, THE XIRA INFORMATION OR THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OR SECURITY BREACH OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH ACCESS TO OR USE OF THE SITE OR THE SERVICES.

XIRA, ITS AFFILIATES, ITS SUBSIDIARIES, AND ITS THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY (I) INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR (II) ANY DIRECT DAMAGES IN EXCESS OF THE FEES YOU HAVE PAID TO XIRA UNDER THIS AGREEMENT, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE PROVISION OF SERVICES HEREUNDER, THE SALE OR PURCHASE OF ANY PRODUCTS, MERCHANDISE AND/OR SERVICES ORDERED THROUGH THE SERVICES, YOUR ACCESS TO OR INABILITY TO ACCESS THE SITE OR ITS SERVICES OR THE XIRA INFORMATION, INCLUDING DUE TO VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICES, YOUR USE OF OR RELIANCE ON THE SERVICES, THE XIRA INFORMATION OR MATERIALS AVAILABLE THROUGH THIRD-PARTY SITES LINKED TO THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

XIRA WILL NOT BE LIABLE FOR USERS' FAILURE TO PAY LEGAL PROFESSIONALS FOR SERVICES TRANSACTED THROUGH THE SERVICES, OR FOR TAX LIABILITIES RELATING TO TRANSACTIONS BETWEEN USERS. XIRA WILL NOT BE LIABLE FOR, AND LEGAL PROFESSIONALS SHALL BE SOLELY LIABLE FOR, LEGAL PROFESSIONALS' COMPLIANCE WITH ALL TAX, ADVERTISING AND OTHER LAWS APPLICABLE TO LEGAL PROFESSIONALS' TRANSACTIONS.

12. The Security of the Services

We maintain commercially reasonable physical, electronic, and procedural safeguards and personnel policies that are designed to guard the Services, Our systems and Our customers' personal information, in accordance with our privacy policy published at <http://www.xira.com/privacy>.

13. Electronic Communications

When You use the Services or send emails to Us, You are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with You by email or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

14. Jurisdiction and Governing Law

We make no representations that the XIRA Information, the Services or products or services offered through the Services are appropriate, available or legal in any particular location. Those who choose to access the XIRA Information, the Services and products and services offered through the Services

do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of California.

15. Binding Individual Arbitration

You and XIRA agree to arbitrate any and all disputes arising out of this Agreement and your access to and use of the Services by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST XIRA. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the applicable arbitration rules for that forum. Subject to applicable jurisdictional requirements, You may elect to pursue Your claim in Your local small-claims court rather than through arbitration so long as Your matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If You are a consumer bringing a claim relating to a transaction intended for a personal, household, or family use, any arbitration hearing will occur within the county where You reside. Otherwise, any arbitration hearing will occur in San Diego, California, or another mutually agreeable location. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. XIRA will reimburse the arbitration fees due to the American Arbitration Association for individual arbitrations brought in accordance with this section for all claims totaling less than \$10,000 unless the Arbitrator determines that Your claims were frivolous. If You prevail on any claim for which You are legally entitled to attorney's fees, You may seek to recover those fees from the arbitrator. For any claim where You are seeking relief, we will not seek to have You pay our attorney's fees, even if fees might otherwise be awarded, unless the Arbitrator determines that Your claim was frivolous. For purposes of this arbitration provision, references to You and XIRA also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, You agree that any judicial proceedings (other than small claims actions in consumer cases as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the County of San Diego, California, or federal court for the Southern District of California. Any action or proceeding by You relating to any dispute must commence within one year after the cause of action accrues.

16. Services Are for Use in the United States

The Services are hosted in the United States and are intended for users located in the United States. If You are a non-U.S. user of the Services, by visiting the Site, using the Services and/or providing Us with any personal, anonymous browsing or non-personal information, User Generated Content, or any other content, You agree to comply with all federal and state U.S. laws governing the Site, the Services, online conduct and acceptable content and User Generated Content. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which You reside.

17. Policy Regarding Use of Our Trademarks

The trademarks, logos, and service marks ("Marks") displayed on the Services are registered or unregistered trademarks of their respective owners, are the property of their respective owners, and are protected by U.S. and international trademark laws and/or common law. Their uses are restricted to programs, events, products or services that We sponsor or with which We are otherwise affiliated. Use of the Marks is prohibited without Our express written consent except as permitted by applicable laws. All permitted use of our Marks must be in accordance with our trademark guidelines which we may provide from time to time and shall inure to the benefit of XIRA or its licensors. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Marks without Our express written consent.

18. Severability

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

19. Headings

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

20. No Waiver

Any delay or failure by You or Us, at any time or times, to require performance of any provision of this Agreement shall in no manner affect Your or Our right at a later time to enforce such provision. No delay or failure of You or Us in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

21. Entire Agreement, Updates and Modifications

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between Us and You pertaining to the subject matter hereof. In Our sole discretion, We may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Services. The date of the most recent revision will appear at the top of this page. If We have an e-mail contact for You and the changes to the Agreement are material, We may notify You of such changes by sending You an e-mail to the address You have provided to Us. We encourage You to review this Agreement periodically for any updates or changes. Any amended or modified terms will be effective upon posting or at the time set forth in an e-mail notice to You. Continued use of the Services constitutes acceptance of any modified terms and conditions. XIRA also reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Services, which may be posted in the relevant parts of the Services, and will be identified clearly and conspicuously. Your continued use of the Services constitutes Your agreement to comply with these additional rules.

22. Assignment

You may not assign Your rights or delegate Your responsibilities hereunder without Our express written permission. We may, at any time, assign Our rights or delegate Our obligations hereunder without notice to You.

23. Third Party Beneficiary Rights

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement. If You have any questions about this Agreement, contact Us at our Customer Service email address, support@xira.com.

24. Terminology

The term "Client" as used on this site includes Potential Clients and persons who are seeking legal advice from Lawyers who are listed on XIRA, and is not intended to imply that any person is legally a Client of any lawyer until and unless there has been a retainer agreement executed between a XIRA lawyer and a XIRA user.

ADDITIONAL TERMS APPLICABLE TO LEGAL PROFESSIONAL ACCOUNTS (LAWYERS AND PARALEGALS):

25. Legal professionals creating accounts and listings on Our Services represent, warrant and covenant that they are, and shall remain at all times during which they use the Services, duly licensed by the regulatory authorities of their applicable state to perform the legal services which they offer to the public on XIRA. Lawyers represent, warrant and covenant that they shall have at all times during their use of the Services active bar membership in the state where their services are offered, and be in good standing in each such state. If you are a legal professional with a listing on the Services, in the event that Your licensing status changes in any way, You agree to promptly notify XIRA and clients with whom you are currently interacting through XIRA. You agree to comply with all applicable laws and rules of professional conduct. You further agree:

- a. To maintain professional liability insurance in an amount sufficient to insure the types of matters handled by You on XIRA, and adequate to insure coverage for the full amount of any potential liability.
- b. As to any clients obtained through XIRA, to utilize client retainer agreements, to the extent required by state law, that comply with state bar rules and requirements. You will ensure that the retainer agreement with any client managed through XIRA is properly executed and delivered, or is not required by state law, before accepting any payments from that client.
- c. As to any clients retained through XIRA, following the initial consultation, to utilize XIRA for billing of fees to such client, and to not circumvent XIRA by billing the client outside of XIRA.
- d. To protect client information stored or maintained on XIRA to the fullest extent possible, through use of reasonable security precautions.
- e. To provide accurate state and local tax rate information, if applicable, so that taxes may be properly charged on client bills.
- f. Recording of communications made through XIRA is not allowed.
- g. If You delete Your account, You agree to first download all documents that You wish to retain, clear your account of any monies held there, and cancel any scheduled client appointments.
- h. To pay XIRA's service charges and fees for client billing, videoconferencing, document storage and any other services provided to You by XIRA. The rates and amounts of such charges will be provided upon establishment of Your account, and may be revised from time to time.
- i. To notify XIRA when Your work on any client matter obtained through XIRA is concluded, so that it may be closed.
- j. To ensure that the information in Your listing is accurate and is kept up to date.

ADDITIONAL TERMS APPLICABLE TO NON-LAWYER ACCOUNTS:

26.

- a. The information provided by XIRA is for general informational purposes and should only be used as one aspect of the decisions to retain an attorney or otherwise address your legal needs. Additional methods for making a decision to retain an attorney include phone or video conferences with the attorney, written communications and/or face to face meetings, before making a decision.
- b. XIRA users who retain a lawyer through XIRA agree that they will pay for those services only through XIRA, and not directly with the lawyer, or otherwise attempt to circumvent XIRA's billing system.
- c. XIRA is not responsible for the content of any listing on XIRA, which is created by the lawyers themselves. If XIRA becomes aware of incorrect information on the Services, it will conduct an investigation and make corrections as needed.
- d. You agree that You are not relying on Us in the selection of a lawyer, but only upon the information provided by the legal professionals who list themselves on XIRA. XIRA makes no warranties or representations as to the quality or effectiveness of any lawyer listed on XIRA. XIRA does not review the accuracy of information provided by lawyers on XIRA, unless inaccuracies are brought to Our attention. XIRA verifies that lawyers are licensed in their state of practice at the time they create an account and listing, but does not periodically check to determine there have been no changes in status. You should always check the current status of an attorney when you consider whether to retain them. The lawyers listed on XIRA are not affiliated with XIRA. Where XIRA processes payments involved in the services performed by a legal professional, XIRA is merely the intermediary in such transactions, and has no liability for paying the lawyer except as an agent on Your behalf. The fees You are charged are the lawyer's charges, and are passed through once services are performed.
- e. Ratings are generated from user reviews, and third party sources, and are for informational purposes only, and do not constitute representations by XIRA, but by those who provide the reviews. If you encounter any problems or issues with any lawyer you utilize through XIRA, you may notify XIRA, and XIRA will take action if warranted, but is not required to do so. For any problems of an ethical, legal, or criminal matter involving an attorney retained through XIRA, You should contact the state Bar Association or other relevant authorities.
- f. When a legal matter or case is concluded, you agree to notify XIRA so that it may be closed.
- g. Recording of communications made through XIRA is not allowed.

