Vera's Terms and Conditions

Last Updated: May, 15th, 2022

Applicants Terms of Service

Preamble

We appreciate you using our service at www.Veralegal.uk (the "Site"). Vera is an online platform that aims to establish a direct contact between Legal Service Providers and Applicants and helps seeking Applicants to find and hire lawyers and subsidiary necessary legal services within the UK.

Please carefully read the following Terms as it governs the relationship between Vera, as the operator of the platform, and you as the Applicant. Do not use Vera services as usage continual of any Vera service or feature will confirm and bound you to the Terms of Service.

Please note that the enlisted Terms are solely for Vera Applicants. If you are a Legal Service Provider such as a solicitor, barrister or any other type of legal advisor and wish to discuss working with us, please contact us at vera@veralegal.uk.

Term Definitions

Legal Service Provider is anyone who registers as a lawyer (Solicitor, Barrister, legal advisor etc.), law firm, paralegal, legal expert, and Legal translator) with Vera for the purpose of establishing contacts with Applicants.

Applicants are individuals, businesses, etc. who register onto the Platform in order to use its legal services. Registration and platform usage require applicants to be 18 years of age or over, or in accordance with the legal age in the applicant's jurisdiction.

Fees mean the costs and charges to be paid for a Service Provider's service on an ongoing basis.

In this Agreement, "we", "us", "our" and other similar references define Vera and "you", "your" define you as a specific Applicant.

1. Registration

Registration is free as an Applicant. With the submission of a truthfully completed registration form, an Applicant agreement is concluded. You agree to provide Vera with accurate and complete information if you choose to register and create an account. It is your responsibility to make any necessary and updated changes to the information on your Vera account.

2. Service Process

2.1. Vera acts only as a service for the provision of the online platform and does not provide legal services of any nature whatsoever. Services are not provided by Vera and are solely conducted by Legal Service Providers. On the platform, the Applicant can describe his or her facts and details (Applicant request) and independently decide upon the legal advice he or she prefers to accept. Such details may include personal information and other confidential details about a potential

case. In providing these details, you agree to give permission to Vera in sharing the details with Vera's Legal Service Providers in order to identify the best fit.

2.2. Registered lawyers can submit feedback to an applicant with the submission of a quote offer in regards to a specific legal service. Vera honestly attempts in finding a suitable Legal Service Provider in accordance to your requirements, and we may even make an effort in connecting you with law firms as an alternative. Yet, Vera does not guarantee any proposal acceptance on behalf of any Legal Service Provider. Upon acceptance of an offer, a contract is concluded between the Applicant and the Legal Service Provider.

3. Fees and Payment

- 3.1. After accepting a service offer, the Applicant shall pay the fee required by the Legal Service Provider via bank transfer, credit card, or debit card in British Pound (£). Upon payment, your contact details will be released to the respective Legal Service Provider.
- 3.2. Fees paid are transferred directly to the Legal Service Provider. Any refunds will be based on the Legal Service Providers refund policy and if agreed by the Legal Service Provider will incur a charge of about 5% equivalent to the cost of the payment provider to transfer the sum.
- 3.3. Where the performance of the requested work is not to be started for over two weeks the submitted fees will be frozen and no transaction will be processed in the initial 2 weeks. If the Legal Service Provider refuses to the agreed service explicitly or impliedly, you will be reimbursed for the pre-paid fee. This policy is on the presumption that you have requested a refund within the two-week period and only in cause of a dispute or conflict within the specified and stated period. This policy is not applicable to certain situations, services, or contracts, that require a delivery on an expedite notice or prior to the two-week period (such as translation services, expedite dispute resolution, advisory, or advocacy), or unless otherwise agreed upon between the Applicant and Legal Service Provider. It is the Applicant's sole responsibility to understand to comply with these notices and policies.

Payment platform

Payments through the platform are made via Stripe, which facilitates payments and collections between Users over the Internet in a secure manner. By using the Stripe payment platform, both the buyer and seller accept the terms and conditions of use of the platform Stripe, a company with registered office at Stripe, Inc. 354 Oyster Point Boulevard, South San Francisco, California, 94080, USA. Download Full Stripe terms and conditions here: https://stripe.com/qb/privacy

4. Rights and obligations

4.1. Applicants

- 4.1.1. You are required to provide complete and accurate information and you shall not initiate quote requests for any case that is illegal or unlawful.
- 4.1.2. You agree not to use Vera in any unlawful manner and in particular shall not:

- a. Request for a quote or review for any information that infringes any patent, trademark, copyright, trade secret, intellectual property rights, or proprietary rights of any person or that is in breach of any legal obligation owed to any other party;
- b. Submit any corrupted files, virus infected files, or any other item that may damage the operations of a computer or an electronic device;
- c. Cause the Vera Platform to be interrupted, damaged, rendered less efficient, or such that the effectiveness or functionality of the Vera Platform is in any way impaired;

Moreover, Applicants agree not to copy, reproduce, modify, create derivative works, distribute, or publicly display any Vera content without prior written approval.

4.2. Vera

- 4.2.1. Vera is entitled to immediately exclude registered Applicants from participating in the platform or to terminate their participation if the Applicant violates essential platform obligations.
- 4.2.2. Vera is entitled to block access to individual content or to delete content if a reasonable suspicion of misuse or usage in violation of the terms and conditions arises.

5. Warranty and liability

5.1. Vera is a platform that lists the service providers by their own discretion and hence expressly not liable for advice errors or missed deadlines of the Legal Service Providers on Vera. Vera is not a party to the legal advisory contract and does not direct or make any assurance or representation of the Legal Service Providers.

Vera will not be a party to any accord aims to award the work to a Legal Service Provider inside the platform, and therefore does not warrant the accuracy, quality, or completeness of any information or assistance obtained from the Legal Service Provider.

- 5.2. Whilst precautions are taken to detect computer viruses and ensure security, we cannot guarantee that our Platform is completely secure and virus-free. Vera shall not be liable for any loss or damage which may occur as a result of any virus or breach of security. Due to the nature of the Internet and its involved technology, we take no responsibility and will not be liable for the Site's temporarily unavailability due to technical issues or ones beyond our control.
- 5.3. In the event that a dispute arises with a Legal Service Provider, you release us from any and all claims, demands, and damages of any kind arising out or in any way connected to such disputes by using the Vera Platform.

6. Confidentiality

Confidential Information refers to all information, written or oral and in any medium, that relates to the business, products, financial and management affairs, customers, employees or authorized agents, plans, proposals, strategies, or trade secrets disclosed by the Applicant to Vera.

- 6.1. We are committed to keeping your information secure and in accordance with the UK's Data Protection Act. We take all reasonable steps to ensure that our employees will not, use, copy, or disclose any Confidential Information, except on the occasion to exercise rights or to carry out obligations under this Agreement. Vera ensures that your information will not be disclosed to government institutions or authorities except if required by law or upon request by regulatory bodies or law enforcement organizations.
- 6.2. The Applicant understands and acknowledges that in the case of the release, recirculation, and reuse of any of the Vera confidential material and content will be immediately stated and informed to our team by email at Vera@veraleqal.uk
- 6.3 Vera does not provide legal advice as such please do not disclose any confidential or legally sensitive information to vera or its representatives and only to your lawyers directly.

7. Unlawful Activity

As a condition of platform usage, you assure Vera that you will not use this platform for any purpose that is unlawful or prohibited by these provided terms, conditions, and notices. We will take any action deemed as appropriate, including, without limitation, the reporting of any suspected unlawful activity to law enforcement officials or relevant third parties, and the disclosing of any information necessary or appropriate to such individuals relating to user profiles, e-mail addresses, or IP addresses. If you encounter any prohibited content, material, or potential violations on the platform or the services, you are obliged to immediately report the content or violation to vera@veralegal.uk.

8. Termination

Both the Applicant and Vera are entitled to terminate the agreement at any time. Upon termination, the Applicant is obliged to save his or her Vera stored data, and in particular the results of any legal services, provided that the service was provided via the online law firm of the platform. In the event of termination, you are no longer authorized to access or use the Platform and/or its Services.

9. Miscellaneous

9.1. Changes to this Agreement

Vera, subject to technical, legal or business considerations, reserves the right to improve, alter or modify these terms and conditions at any time. Where possible the Applicant will be informed of any changes by email two weeks before its effect. In this email, you will receive the new terms and conditions and you are entitled to object to the validity of the new terms and conditions within two weeks after its receipt. Otherwise, the presumption is that you hold full satisfaction with the applied changes.

9.2. Consent to Electronic Communications

Vera will generally communicate with Applicants by electronic means, such as e-mail. You agree that all agreements, notices, disclosures and other communications that we electronically provide satisfy any legal requirement that such communications be in writing.

The Terms constitute the entire agreement as to your usage and our provision of Vera, and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations), and arrangements, whether written or oral.

9.3. Applicable law and Dispute Resolution System

This contract and any conduct of the parties within the platform is governed by the applicable laws of England and Wales. Primarily, any dispute between the parties shall be settled by mediation and secondarily, arbitration under the Arbitration Act 1996 in London-UK. Any form of interpretation of this contract is in accordance with the above-mentioned laws.

Legal Service Provider Terms of Services

Preamble:

This Contract contains the following terms and conditions, between;

- a) Vera Legal Ltd, (as owner of 'Vera, we)
- b) Lawyer (hereinafter is called 'Service Provider' or , you')
- c) Vera Platform (hereinafter is referred to as 'Site')

This Contract is to address the conduction of each party in relationship to the probable 'Applicant/s'

This Contract incorporates our Privacy Policy and Code of Conduct, as amended from time to time. By clicking to accept or agreeing to the terms of this Contract, when the option has been made available to you, you accept and agree to be bound and abide by the terms of this Contract, including all policies incorporated into this Contract by reference or intention. The terms of this Contract shall apply to all legal services that a Service Provider provides to an Applicant.

1. Services

As part of the services, Vera may provide each Applicant with a list of Service Providers or one single one that are/is suitable and relevant to the Applicant's requested legal services ("Legal Services"). The Service Provider acknowledges and agrees that granting access to the 'Services' on the Vera Site may be subject to the Service Provider's background check, which may include a consumer report. The Service Provider hereby acknowledges and agrees to provide authorization for credential and consumer reports.

2. Service Provider Responsibilities

2.1. Profile and Information Requested by Vera.

The Service Provider is responsible to accurately and truthfully update and complete(i) their practice and skills, (ii) their preferences regarding legal service requests (iii) their time availability. The Service Provider agrees to cooperate with Vera in their verification process by providing any

requested reasonable documents and information. The Service Provider is liable to immediately report any changes or updates to their status and stated personal information. The Service Provider hereby grants the right to Vera to occasionally make minor edits to the Service Provider's profile including, but not limited to, grammatical, formatting, spelling and punctuation corrections, in order to maintain profile optimization in accordance to the Site's requirement conformity. The Service Provider grants the right of their articles, opinions, video, and interview to be published on the Vera Weblog. The Service Provider agrees to abide by the Weblog regulations and maintain its code of ethics during all types of entry submissions.

2.2 Service Provider Code of Conduct and Professional Responsibilities

- 2.2.1 Service Provider, where it is applicable, shall adhere to the Code of Conduct and professional responsibilities of all Vera's requirements, including, but not limited to, being a person with good professional characteristics, which could be, but not limited to, being a competent active member of the bar and in good standing in all jurisdictions in which the Service Provider is admitted to practice law. The Service Provider shall comply with all laws, rules, and regulations that pertain to the practice of law for England and Wales.
- 2.2.2 The Service Provider shall remain solely responsible for the Legal Services (including, but not limited to, related conflicts check) provided by the Service Provider or any of its employees, delegates, or other representatives. The Service Provider acknowledges that Vera is not responsible for the Legal Services provided to any Applicant. Service Provider shall not have any business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under the IBA guidelines on conduct for the legal Profession. In terms of conflict of interest, we implement per our criteria the IBA Guidelines on Conflict of Interests as or individual test. If any such actual or potential conflict of interest arises under this Contract, it is the Service Provider's duty to immediately inform Vera (in accordance with the Code of Conduct).
- 2.2.3. The Service Provider shall: (i) maintain the confidentiality of Applicant Information; and (ii) will only use Applicant information as permitted in this Contract and in consistency with the applicable laws and legal rules of ethics.

3. Applicant Relations

- 3.1 The Service Provider shall promptly reply to any inquiry by any Applicant on the Site, or inform Vera immediately if the Service Provider (A) cannot do so, or (B) chooses not to represent such Applicant with respect to such inquiry, in each case, in compliance with the timeframes set forth in the Service Provider Code of Conduct.
- 3.2 In the event that the Service Provider elects not to consider representation of an Applicant for a particular matter under Section 2(e)(i), the Service Provider shall provide each Applicant who contacts the Service Provider through the Site with a single 30-minute free complimentary video/phone call ('Initial Phone Call').
- 3.3 The Service Provider shall promptly notify Vera if an Applicant contacts the Service Provider for any Legal Services.

In each such case, the Service Provider provides Legal Services through the Site. The Service Provider shall neither (1) interfere with the Applicant obtaining Legal Services through the Site, nor (2) circumvent the billing of services outside of the framework of the Vera Site. This clause is to be valid for a period of 3 years.

4. Assessments and Reviews

The Service Provider hereby consents to (i) any scrutiny undertaken by Vera (or its agents) of any Applicant complaints, (ii) any assessment made by Vera of the Service Provider's ongoing qualifications (including credentials and bar license) and (iii) any collection of, and publication on Service Provider's profile of, reviews of Service Provider's services completed by Applicants (collectively, "Assessments").

5. Payments

- 5.1. Summary of Billing and Payment Process
- 5.1.1. All payment for Legal Services from Service Provider to Applicants shall be paid through the Vera Site. Applicants have separately agreed to the foregoing. Advocacy costs will be on a fixed or hourly basis, Advisory and Consultation charged on an hourly rate, and Case Review charged on a pagely basis. Unless otherwise agreed in writing
- 5.1.2. The Service Provider shall use the Site to bill all Applicants for Legal Services provided by them to Applicants through the Vera platform and will generate invoices. The Service Provider may submit descriptions of the Legal Services in the stated bill.
- 5.1.3. Where hourly the Service Provider shall bill Applicants through the Site on a minimum monthly basis. Unless otherwise agreed on between the Service Provider, Vera, and Applicant, the Service Provider must submit the hours for such Legal Services through the Site by 11:59 pm U.K TIME on the 7th day of the month for the period beginning from the first day to the last day of the previous month (e.g. by no later than 11:59 pm UK TIME on January 7, the Service Provider must submit all hours from the period December 1 at 12:00 am until December 31 at 11:59 pm). Service Providers are unable to increase or state personal fees or issue marketing fees.
- 5.1.4. The Service Provider may bill Applicants for up-front retainer fee deposits. The Service Provider is solely responsible for ensuring that retainer fee deposits are directed to the appropriate bank account in accordance with the applicable Rules of Professional Conduct.
- 5.1.5. The Service Provider must maintain an active bank account information for the Service Provider's or Service Provider's law firm's operations on the Site (the "Bank Account").
- 5.1.6. The platform fee will be 5% of the whole contract. The first bill in fix-pay contract must be equal to at least the platform fee of Vera. Vera deducts the platform fee from the first payment.
- 5.1.7 Due to the nature of the service in most cases the performance would start soon after the fee is paid so a refund is unlikely to be possible. In the case where performance has not been initiated and the Legal Service Provider in line with the refund policy and their discretion. Vera would not be liable for this. In case there is a refund the platform fee of 5% would be deducted from this.

5.2. Service Provider Fee Arrangements

- 5.2.1. Once the Service Provider receives a Client's query if the Service Provider accepts they will send forward a quote in British Pound (£) as a lump sum fee to provide the complete legal service requested by the client (the "Legal Fee").
- 5.2.2. All fee arrangements towards applicants shall be inclusive of any credit card or other processing fees charged by Vera's third party payment processor ("Processing Fees") that may be associated with the receipt of payment from Applicants or rendering payment to the Service Provider.
- 5.2.3. It is the Service Provider' sole responsibility to make sure that the account information provided is correct, valid, and operative. Upon Applicant's payment, Vera will deduct its platform fee and deposit the remaining amount to the Service Provider's account. Any arrangement fees such as, but not limited to, processing or exchange fees is payable by the Service Provider's bank account. Any further issue that might lead to a return of payment to Vera's account is solely the responsibility and cost of the Service Provider.

6. Confidentiality

The parties agree that the files maintained by Vera, this Contract, all correspondences, documents, computer software, marketing, and any other materials are strictly confidential business information.

6.1. According to the applicable law, the Service Provider may or shall disclose the terms and conditions of this Contract or any other agreements entered into with Vera, which are confidential information in their substance, by law or by accord. Without limiting the foregoing, the Service Provider shall safeguard the confidentiality of the terms and conditions with the same degree of care, but no less than reasonable care, that the Service Provider uses to protect their own confidential information. The foregoing obligations shall not apply to the extent that such applicable portion of the Terms and Conditions is already or becomes publicly known through no wrongful act of Service Provider.

The Service Provider shall not furnish or disclose to any person or entity any confidential information without Vera's prior written consent. The Service Provider may disclose the Terms and Conditions to the extent necessary to provide Legal Services to Applicants, comply with an order of a court or governmental administrative body of a competent jurisdiction, or as otherwise required by law.

6.2. Vera's Obligations

Vera shall not disclose the Service Provider's specific fee arrangements or bills ("Service Provider Confidential Information") without the Service Provider's prior consent, except Vera may (1) disclose as required by law, (2) disclose to prospective Applicants during the Matching Process, (3) disclose Service Provider's bills to an Applicant for a related service for which an Applicant has retained such Service Provider, and (4) aggregate and anonymize data rates for reporting and analytical purposes, provided that in such case Vera will not individually identify any Service Provider in such reporting or analytics. Both parties, as per the limitation period, have agreed that Vera will retain all corresponding text, messages, and other relevant data for one year from the

initial date in which the Service Provider and Applicant enter into a contract, in accordance with the provisions of the U.K Data Protection Act.

7. Representations and Warranties

7.1 General

Each party agrees that (i) they have full power and freedom to enter into this Contract and perform its obligations (ii) the execution and delivery of this Contract will not result in breaches of any terms and conditions or constitute a default under, any other agreement to which such party is bound, and (iii) the individual executing this Contract (electronically or by written signature) is authorized to execute this Contract on such party's behalf.

7.2. Service Provider

The Service Provider further represents and warrants that he or she is in compliance with all obligations to Vera), including, but not limited to, all responsibilities and obligations set forth in Section 2, and shall perform the same in a professional, diligent, and professional manner.

7.3. Misrepresentation and Misstatement

We, as Vera, take no responsibility in a legal service provider's misrepresentation during a case or contract by any means or matter. It is the legal service provider's sole responsibility to abide and follow the <u>Misrepresentation Act 1967</u>. In case of any conflict with the following Act, Vera has the right to hold the legal service provider accountable for any damage or loss.

8. Disclaimer of Warranties

The Service Provider acknowledges and agrees that Vera is not responsible for (9.1) the accuracy, reliability, timeliness, or completeness of any information or data provided by Applicants through the Site or the Services ("Applicant Information"), (9.2) the results that may be obtained from the use of the Site or the Services, (9.3) the provision of Service Provider's Legal Services, or (9.4) the cancelling or rescheduling of any appointment by any Applicant. The Site and services are provided "as is" and without any type of warranty. Vera, on behalf of itself and its suppliers and licensors, hereby disclaims all other warranties, express or implied, oral or written, including without limitation, all implied warranties of title, non-infringement, accuracy, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing or performance or usage of trade. Vera does not represent that the Site or services will be uninterrupted or error-free.

The Service Provider shall have no authority to bind Vera by any acts, omissions, statements, promises, or representations unless specifically authorized to do so in writing.

9. Limitation of Liability

Except for indemnity, breach of confidentiality and breach of warranty obligations, neither party (nor its suppliers or licensors) shall be liable or obligated to the other party under any negligence, contract, tort, strict liability, or other legal or equitable theory for: (a) indirect, incidental,

consequential, special, exemplary (b) loss of data, use, profits, or legal services; or (c) costs of procurement of substitute goods, services, rights, or technology.

Vera shall not be liable to the Service Provider for an Applicant's breach of obligation. The Service Provider shall take reasonable and legally binding measures in terms of clarification and even enshrine contractual terms to make Vera out of their private contractual relationship with the applicant. Vera is expressly not liable and responsible for advice errors, misconduct or non-payment by an Applicant or missed deadlines of the Service Providers who offer services on Vera, as Vera is not a party to any accord between the Service Provider and Applicant.

For consulting errors, the respective Service Provider is liable according to the legal regulations.

10. Intellectual Property

10.1 Vera Ownership

Vera retains ownership of all rights, title and interest, including, without limitation. all related intellectual property rights. In addition, Vera retains all proprietary rights, title, and interest, including, without limitation, all patents, copyrights, trademarks, service marks, and trade secrets embodied in the Services or the Site, and to any inventions, data, information, know-how, logos, technology, software and documentation related to the Services or the Site.

10.2. Trademarks; Publicity

The Service Provider shall not use any name, trade name, trademark, or service mark of Vera (each a 'Mark') in any promotion, advertising, or other similar materials or in any publicity or news releases without the prior written approval of Vera. Any such use of a 'Mark' will be subject to Vera's quality control guidelines and trademark usage policies provided to the Service Provider from time to time. Vera reserves the right to terminate the Service Provider's right to use any 'Mark', immediately upon the issuance of written notice.

10.3. License to Service Provider Information

The Service Provider grants Vera all rights and licenses to use and exploit the Service Provider's name, nickname, pseudonym, initials, biography, likeness, trademarks, image or facsimile image, profile, and other provided information by the Service Provider ("Profile Materials"), subject to Section 5 (Confidentiality), on and in connection with the Site and Services. Vera will not use the Service Provider's name or likeness in marketing materials without the Service Provider's prior consent.

11. Termination

11.1. Either party may unilaterally terminate this Contract at any time for any reason or for no reason whatsoever upon providing thirty (30) days' prior written notice to the other party. Vera will conduct a review process to ensure that the Service Provider remains of high quality. Failure to maintain consistent high-quality results may result in termination by Vera.

11.2. Option to Terminate

Vera is entitled to terminate the Contract, if the Service Provider, star rating drops below 80% satisfactory level. In such a case, all the previous accords and obligations would still be valid.

12. Miscellaneous

- 12.1. Nothing contained in this Contract, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit a party or any of its affiliates regarding referrals of business; or (ii) to interfere with an Applicant's right to choose his or her own Service Provider, or with the Service Provider's judgment regarding the provision of Legal Services.
- 12.2. Assignment Neither party may assign this Contract, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, except that Vera may assign this Contract without consent to an affiliate or to a successor to all or substantially all of Vera's assets or business to which this Contract relates. Any purported assignment made in violation of this section shall be null and void. This Contract is binding upon and inure to the benefit of the parties here to and their respective successors and permitted assigns.

12.3. Notices

- 12.3.1 Any notices required or permitted to be given under this Contract shall be given in writing and shall be confined to email. The Service Provider is solely responsible for finding, acting, and responding to the email as Vera is not responsible for any failed delivery, junk classification of the mail, or an invalid email address of the Service Provider. It is the Service Provider's sole duty and responsibly to assure that their email account is fully operative, responding, and in an accurate status.
- 12.3.2 The time of delivery is when the email is sent.
- 12.4. Governing Law and Dispute Resolution

This Contract and any conduct of the parties within the platform is governed by the applicable laws of England and Wales. Primarily, any dispute between the parties shall be settled by mediation and secondarily, arbitration under the Arbitration Act 1996 in London-UK. Any form of interpretation of this Contract is in accordance with the above-mentioned laws.

12.5 Force Majeure The performance of either party under this Contract may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority, applicable sanctions, restrictions, embargo, new legislation or regulatory requirements, strikes or other labor disturbances, fires, floods, epidemics, wars or riots).

12.6. Modifications

No modification, amendment, or waiver of this Contract or any of its provisions shall be binding upon Vera unless made in writing and agreed to by Vera. Vera may amend the terms and conditions of this Contract at any time in its sole discretion, provided that if Vera makes any material amendments to this Contract, it will provide at least fifteen (15) days prior notice to the

Service Provider. If the Service Provider does not agree to such amendments, it may terminate this Contract immediately upon written notice to Vera. The Service Provider's continued use of the Services or the Site following such fifteen (15) day notice period shall be deemed to be the Service Provider's acceptance of such amendments.

12.7. Severability

If any portion of this Contract is adjudicated to be invalid, illegal or unenforceable, such provision will be deemed to be deleted. However, the validity of the legality and enforceability of the remaining portions of this Contract will not in any way be affected or impaired, and this Contract will be enforceable as so modified.

- 12.8. Entire Contract Unless otherwise specified herein, this Contract and the policies given in the Site, the Service Provider Code of Conduct constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, between the parties.
- 12.9 Relationship of Parties Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity. Any employee (including secretary), servant, subcontractor, or agent of a party shall remain at all times under the exclusive direction and control of that party and shall not be deemed to be an employee, servant, subcontractor, or agent of another party.
- 12.10. Remedies Cumulative Unless expressly stated otherwise in this Contract, no remedy afforded to a party under this Contract shall preclude other remedies available under equity or law. Furthermore, the remedies afforded to the parties in this Contract are not intended to be exclusive, and each remedy shall be cumulative.

Code of Conduct

We are pleased to welcome you to our network of lawyers. Vera is a multi-jurisdiction platform that provides access to competent, professional, and credible legal service providers. We have provided a solution for cultural differences and language limitations and have presented a regulated and secure platform for members alongside set codes of conduct. The following codes are as follows:

Our lawyers must adhere to certain conduct standards in order for clients to confidently rely on the shared attributes of every network lawyer. It is vital for the Code of Conduct to be read and carefully followed. The lawyer's Code of Conduct, this Agreement, and the policies incorporated herein constitute the entire agreement between the parties. Kindly provide us with a notice of any discrepancies that may arise between domestic regulations of a distinct jurisdiction and this document. This is a considerable contribution and will allow us to be informed of related subsequent changes.

1) Independence; 2) Honesty, integrity and fairness; 3) Conflicts of interest; 4) Confidentiality/professional secrecy; 5) Clients' interest; 6) Lawyers' undertaking; 7) Clients' freedom; 8) Property of clients and third parties; 9) Competence; and 10) Fees.

Vera is in direct correlation with the enlisted guidelines as our brand values are centered around competency, professionalism, universality, transparency, fairness. It is our goal to provide the utmost degree of legal accuracy and compliance.

Bar Admissions and Disciplinary Proceedings

It is your sole duty to provide your client and Vera with necessary information. If practiced in an area outside of your legal profession, without admissions to the national bar of that jurisdiction, it is viewed as a legal infringement.

You are obliged to immediately alert us of any changes to the status of any bar or court admissions, maintain good standing with all bar associations and courts, immediately report any disciplinary action initiated against you or any member of your firm. Vera reserves the right to request an authorization from the respective Bar Standards Board, Solicitor's Regulatory Authority, Bar Association and report any violations it to the relevant regulatory authority.

In accordance with the IBA International Code of ethics, a lawyer who undertakes professional work in a jurisdiction where he is not a full member shall adhere to the standards of professional ethics in the jurisdiction in which he has been admitted.

Availability

We only send clients when it is desired. You must have an updated profile to reflect your status of 'available' or 'unavailable' for new cases and clients.

Conflict Check

Our lawyers shall not take a position in which a client's interest is in conflict with those of his own, a lawyer in the same firm, another client—unless otherwise permitted by law, applicable rules of professional conduct, or if permitted, by a client's authorization.

Lawyers shall never represent a conflict of interest in litigation. In non-litigation consultancy services, lawyers can represent a case only after having disclosed all or possible conflicts of interest to the concerned parties. This is also only made possible with the parties' consent in accordance with the IBA International Code of ethics and the International Principles on Conduct for the Legal Profession.

Response Time for Consultation Requests

The turnaround period for accepting and declining service requests is 12 to 36 hours depending on the service and urgency matter.

Your Rate and Flat Fees (or other alternative fee structures)

On Vera's network you are required to present Vera with your own contractual terms and payment structure. In order to maintain the competitive structure of Vera, you cannot increase the fee you have tendered unless there is an obvious false information from the client's side that will affect the work. All flat fees must be competitive and not be at any premium off your regular

'rack rate' at all times. A rack rate is the rate that is offered to new clients without applied discounts.

Accepting Client Cases

The Client's request/legal query will be passed on to the Service Provider, we ask that you either: a) accept the project through the site and allocate an appropriate fee b) inform us if there is a need for additional client information; or c) decline the case and indicate your justification. The time-frame requirements set forth in "Consultation Requests" also apply above. Upon a consultation acceptance, a binding legal agreement is concluded which obliges the lawyer to provide the requested services to the client.

Client Response Requests

The most common complaint that clients have about their lawyers is their lack of communication. We are proud to have built a network of lawyers that consider client responsiveness as a high priority. We ask all our lawyers to respond to client requests, in various different means, at the earliest possible convenience.

Inquiries from us

Any inquiry from us, with respect to the items listed above, must be provided with a response within the next 24 hours.

Referring a Client Back to the Network

In case of any conflict or issue during an initial consultation with an applicant, you must refer the applicant back onto the Vera network in order for an appropriate alternative to be matched.

Profile

You are solely responsible for any misstatement and misrepresentation published on your profile, including but not limited to, the timeliness and accuracy of the information. We recommend a regular profile update, in order for clients to have the benefit of acquiring a more accurate grasp about you and your practice.

Work on Cases

The principle of lawyers' responsibilities under the IBA principles on legal profession conduct states that you honour any responsibility given in the course of your practice in a timely manner and until the responsibility is performed, released, or excused. You must directly supervise any lawyer who works on a case and you must review all work they complete. In another case, consider inviting your colleague to apply and join the Network. We love it when we have an entire firm involved!

Lawyer-Client Privilege and Privacy

Please note that all communications occurring through our website are covered by our privacy policy in accordance with the U.K's Data Protection Act (DPA), GDPR and any subsequent applicable regulation. Our privacy policies are not limited to lawyer-client privileges. Being DPA-compliant, it is your duty to be updated with any new segments to this regulation. We try our best to provide the latest news in regard to such policies.

Confidentiality

Our lawyers shall preserve the confidentiality of any acquired information from a client or while rendering legal assistance, particularly during representation or defense. As a lawyer must consciously and individually determine that which the client needs to be preserved as a secret. Vera lawyers shall at all times maintain and offer confidentiality protection in regards to the affairs of current or former clients, unless otherwise allowed or required by law and/or applicable rules of professional conduct. The obligation of client-lawyer confidentiality shall accordingly be applied to other lawyers and employees that work in the same law office. Our lawyers undertake to comply with all applicable data protection laws including the U.K's Data Protection Act in regards to personal data retrieval.

Notification of Policy Changes

We will notify you promptly of any policy changes. Your continued participation in Vera's network will be deemed acceptable of such changes.

Text to Check (Translation Services, upon checkout)

This agreement is based upon You, as the 'applicant', and We as 'Vera'. Please read the following points carefully and proceed on to the next step of your service request.

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