

# Fax

To: Personal Injury Copilot

From:

Fax: 317-581-1234

Pages:

Phone:

Date:

Re:

CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

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● Comments: Personal Injury Copilot Technology Use Agreement.

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## **PERSONAL INJURY COPILOT TECHNOLOGY USE AGREEMENT**

### **1. Charges for use of the patented Personal Injury Copilot system**

Each case incurs a "Legal Research and Patented Settlement Technology" charge which the system automatically debits against client settlement funds and credits to the attorney. Cases that are dropped within 3 months or reach a defense verdict will be adjusted to no charge. The charge per case is \$47.

### **2. Monthly Statement**

A monthly statement will be issued listing the cases entered, adjustments for no charge cases, and balance owing. Monthly payments are automatically debited against your credit card or bank account based on the payment plan you choose.

### **3. Monthly minimums and prepayments**

You will be charged monthly for the cases you enter, with a minimum of five cases per month. Charges for cases not yet entered will be applied to future cases entered. You may prepay blocks of 10 cases and you will receive credit for 11 cases.

### **4. User access and training**

The cost for each user account is \$297, with a minimum 2 users, and includes training. Each user must complete the initial training before using the system. For each 100 cases entered, you may add one additional user for free.

### **5. Support**

Support is free during normal business hours of 6 am to 4 pm Pacific time. Emergency 24x7 telephone support is \$147 per call, or is available on an annual contract basis for up to 6 calls for \$447. One emergency support call is free per 50 cases paid.

### **6. Periodic Data Downloads**

You can download your data at any time by clicking the link to download it.

### **7. Guarantee**

You have 30 days to use the system at no risk. If, for any reason, you are not satisfied, you may close your account and any money received from you will be refunded in full.

### **8. Right to Terminate**

You may terminate this agreement at any time upon payment in full for all cases entered. We may terminate or modify this agreement with thirty days notice.

I agree to the above, and have read and agree to the **TERMS AND CONDITIONS OF USE OF THE SYSTEM.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Firm Address

Phone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Email

By signing, I authorize the following payment plan:

- When-Entered Payment Plan - Holiday Special
- When-Settled Payment Plan

Credit Card Number \_\_\_\_\_ Expires \_\_\_\_\_

\_\_\_\_\_  
Address where Credit Card Statement is received

## **PERSONAL INJURY COPILOT TERMS AND CONDITIONS OF USE OF THE SYSTEM**

### **LICENSE TO USE**

This agreement is between "You", our customer, and LEGAL SOFTWARE SYSTEMS CORPORATION (dba Legal Copilot Systems, Inc. and using the trademark Personal Injury Copilot), the licensor of its patented technology, subsidiaries, partners, affiliates, directors, officers, employees, agent and suppliers (all collectively referred to as "COPILOT" or "We" or "Us" or "Our".) We are providing services to you subject to the following terms and conditions. The terms and conditions may be modified from time to time by posting notification of such changes on the COPILOT site. By logging on to the site and clicking the "I Accept" button, you are indicating your agreement to be bound by the terms and conditions that are effective when you log on.

If you do not agree with any of our terms and conditions, please do not use the site. In addition, when you use any current or future COPILOT service or visit or purchase from any business affiliated with COPILOT, whether or not included in the COPILOT site, you also will be subject to the terms and conditions applicable to such service or business.

### **PAYMENT**

You agree to pay all charges at the prices as set forth in our price schedule. We reserve the right to modify prices and terms from time to time. Payment to COPILOT will be made monthly by pre-authorized charge to your credit card or by electronic fund transfer from your bank account, or such other payment method as COPILOT may from time to time accept. You may cancel your authorization at any time. You agree to pay all amounts due to us upon demand, together with any late charges, dishonored payment charges, reinstatement fees, or any other applicable charges that you may owe us.

### **SUSPENSION OR TERMINATION OF ACCOUNT**

We reserve the right to suspend or terminate your account without notice upon failure to receive timely payment, or if any payment received is later reversed and we believe you are liable for the payment. Such rights are in addition to and not in lieu of any other legal rights or remedies available to us.

### **PRIVACY**

Please review our Privacy Notice. The terms of the Privacy Notice are incorporated herein by reference. All information that you provide to COPILOT to set up your account payment plan will be disclosed to our financial clearing house for their use in processing your payment with the credit card company or other financial institution which you have provided to us.

### **INDEMNITY**

You agree to indemnify, defend and hold us harmless from any claim, loss, liability, expense or demand, including reasonable costs and attorneys' fees, made by any third party due to or arising out of your use or misuse of our services, your violation of our terms and conditions, or your violation of any law or the rights of a third party.

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#### APPLICABLE LAW

You agree that the laws of the State of Indiana, or California, at our sole discretion, without regard to principles of conflict of laws, will govern in any dispute between you and us.

#### DISPUTES

Any dispute shall be submitted to confidential mediation in a location of our choice, except that, to the extent you have in any manner violated or threatened to violate COPILOT's intellectual property rights, COPILOT may seek injunctive or other appropriate relief in any state or federal court, and you consent to exclusive jurisdiction and venue in such courts. The parties agree to mediate in good faith. If, after 30 days, the dispute is not resolved through mediation, either party is free to litigate or seek alternative dispute resolution in a jurisdiction selected by us in accordance with this agreement.

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Please review our other policies posted on our site. These policies also govern your visit to our site. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.