I. PARTY REGISTRATION

Everyone who directly interacts with CoPO's systems is required to register as a Party. This requirement applies to judges, neutrals, unrepresented parties, counsel, and affiliated persons who wish to use CoPO's Behind the Verdict tools.

II. SCHEDULING A HEARING

Contact a CoPO Client Services Representative at (844) FOR-JURY or submit an online Hearing Request. A CoPO representative will respond within one (1) business day.

When scheduling a hearing, consider the following:

A. Venue – The localities from which prospective Jurors will come.

B. Hearing Type – CoPO offers several suggested Hearing Formats that vary by the number of Parties involved and the purpose of the hearing. Litigants may use any of these formats or propose others, but should notify CoPO of any special procedures required by the hearing or the Jurors.

C. Number of Jurors – Litigants can specify the total number of positions in their Jury Pool and the number they would ultimately like on their final Jury Panel, including Alternate Jurors.

When selecting the preferred size of a Jury Panel, litigants may wish to use a multiple of four (4). This gives the best chance of obtaining a verdict in which the party with the burden of proof can meet it by securing three of four (75%) affirmative responses—similar to a state court requirement of nine out of twelve jurors.

CoPO will make every reasonable effort to provide the requested number of Jurors, **but does not guarantee** it. CoPO shall not be responsible for any failure to supply the exact number of Jurors or for any Jurors who do not complete their service in full.

Reserve Jurors are included in a number equal to the number of selected Jurors and are designated solely to replace any selected Juror who fails to appear or is dismissed prior to the commencement of proceedings. Reserve Jurors are not seated and do not observe the presentation or participate in deliberations unless formally designated as a

replacement prior to the commencement of proceedings.

Alternate Jurors may be purchased at the same per Juror rate as seated Jurors. Alternate Jurors attend and observe the entire presentation and proceedings and are prepared to participate fully if formally seated due to technical issues, dismissal, or other removal of a seated Juror. Alternate Jurors shall only participate in deliberations or render a verdict if officially designated as a seated Juror replacement. Prices will be provided at the time of booking.

If a focus group is requested with a turnaround time of less than thirty (30) days, CoPO will make reasonable efforts to accommodate such requests upon direct contact.

D. Preferred Hearing Date, Time, and Duration

Jurors are scheduled in half-day increments (4 hours), with two 15-minute breaks per half-day.

Depending on your preference, your Jurors can be available to serve:

1. By viewing the proceedings on successive, non-holiday weekdays from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m., until the proceedings and deliberations are complete. Jury Fees will be incurred for Juror involvement during these hours, rounded up to the nearest half-day; or

2. By viewing the entire proceeding at their own pace, before a specific deadline, and then convening on a specified date and time to engage in online Jury deliberations. Jury Fees will be based on the number of hours of recorded proceedings the Jurors are required to observe, plus time for online Jury deliberations, rounded up to the nearest half-day.

   Jurors will separately respond to each Verdict question after Jury deliberations. Deliberations will conclude when the requisite number of Jurors agree on each Verdict question or at the end of the specified deliberation time, whichever occurs first.

III. JURY SELECTION

A. Juror Qualification

Upon receipt of the required deposit and confirmation of booking, CoPO will open the case for Juror selection. CoPO notifies prospective Jurors via email and makes the opportunity visible to eligible Jurors through their logged-in Juror dashboard on CoPO's website. Juror selection and seating are subject to availability and eligibility requirements.

As long as there are unfilled positions in your Jury Pool, Jurors are "Qualified" to serve on your Jury if: 1) they are available on the day(s) and time(s) during which your hearing is scheduled to occur; and 2) they reside in the specified Venue.

All CoPO Jurors are required to declare, under penalty of perjury, that the information they supply to CoPO is true and correct, including with respect to their city of residence, U.S. citizenship, ability to read and understand English, being over 18 years of age, lack of a felony conviction, and absence of a known conflict of interest. Court of Public Opinion does not independently verify the accuracy of that information or those representations. However, upon request and at the requestor's sole expense, CoPO will retain the services of an independent, licensed investigator to search public records to verify the truthfulness of the representations made by one or more of your Jurors and will have that investigator report to all involved parties any areas of inconsistency. If, as a result of that report, there is a question as to the veracity or accuracy of any Juror's sworn representations, that Juror will be allowed to address that question to the satisfaction of all, or to permanently withdraw their name from consideration in your and every future CoPO hearing. Clients will not be responsible for paying pending Jury Fees for any Juror removed from service pursuant to this section.

B. Requests to Serve

So long as there are unfilled positions in your Jury Pool, Qualified Jurors may Request to Serve as potential Jurors in your matter. In the order in which those Requests to Serve are received, the Jurors will be tentatively assigned a number corresponding to their position in your Jury Pool.

C. Voir Dire

Litigants may submit Written Voir Dire questions, which will be answered by each prospective Juror before they submit a Request to Serve. Each prospective Juror's responses to your Voir Dire questions will be provided for use in Jury Selection. Parties may jointly submit five (5) Written Voir Dire questions free of charge. Additional blocks of five (5) Voir Dire questions are available at an extra cost, multiplied by the number of positions in your Jury Pool. The costs associated with bonus blocks of Voir Dire questions are due and must be paid in full before the submission of those Voir Dire questions to prospective Jurors.

D. Jury Selection

CoPO's **Jury Selection Generator** allows parties to see avatars/pictures for each of your Jurors, along with corresponding biographical information (age, gender, marital status, number of children, occupation, and past Jury experience), in addition to Juror responses to any previously submitted, written Voir Dire questions. Parties can use this information to "excuse" Jurors, and the next Juror in line will take the excused Juror's place. This process will continue until the requisite number of Jurors for your hearing has been selected, and then the balance of the prospective Jurors in the Jury Pool will be excused.

No Jury Fees shall be due for any Juror excused at least seven (7) days before the commencement of your hearing.

IV. JURY FEES

As specified in these Terms of Service and CoPO's Jury Fee Schedule, Jury Fees include, but are not limited to, compensation for time spent: 1) listening to opening statements, testimony, Jury instructions, and closing argument; 2) deliberating; 3) submitting a verdict; 4) completing a Post Verdict Questionnaire; 5) completing a Rate My Case evaluation; and 6) completing any additional agreements or submissions required by the Client, as defined by the case.

Jury Fees for each Juror shall be incurred at the rate(s) described in the Jury Fee Schedule, multiplied by the number of half-days/days during which the hearing is scheduled to occur.

A. DEPOSIT OF JURY FEES

If a focus group is requested with a turnaround time of less than thirty (30) days, CoPO will make reasonable efforts to accommodate such request upon direct contact.

At the time a hearing is scheduled, all Jury Fees for the full duration of the hearing are due and payable no later than fourteen (14) days prior to the scheduled focus group.

Payment may be made by check, payable to Court of Public Opinion, LLC, 13636 Ventura Blvd, #700, Sherman Oaks, CA 91423, or by credit card.

Invoices for Jury Fees will reflect the allocation specified by the parties; however, in multi-party matters, each Party shall be jointly and severally liable to CoPO for the timely payment of all Jury Fees.

If CoPO does not receive all Jury Fees for the scheduled duration of your hearing at least seven (7) days before the scheduled commencement, each Party shall pay a $250 administrative fee. In that event, your hearing will be canceled, all Jurors associated with your matter will be excused, and any Jury Fees previously deposited will be refunded to the Parties who paid them.

B. MINIMUM JURY FEE

For each Juror who remains on your Jury Panel seven (7) days before the scheduled commencement of your hearing, a minimum one-half (½) day's Jury fees shall be payable, irrespective of whether the hearing is subsequently continued or canceled.

C. HEARING EXTENSIONS

Jurors commit to service knowing the dates and times they will be required to be engaged. Because Jurors may not be available beyond the date and time scheduled for completion of your hearing, CoPO strongly urges Parties to complete their hearings, including time for deliberation and the rendition of a Verdict, by the date and time they specify.

If, notwithstanding the foregoing, the Parties would like their hearing to extend

beyond the date/time originally scheduled for completion, Jury Fees will be charged for the additional time, rounded up to the nearest one-half (½) day, until the hearing is concluded. If a hearing is extended, the Parties agree that CoPO may withhold the release of the Verdict until the Jury Fees owing for the extended time are paid.

Should a Juror be unable to complete his/her service due to unavailability after the date/time for which the hearing was originally scheduled to be completed, Jury Fees will nevertheless be charged for the period of time said Juror spent in service, rounded up to the nearest one-half (½) day.

D. REFUNDS

Jury Fee deposits will be refunded to the Party who paid them, as follows:

1. HEARING CONTINUED OR CANCELED

In the event that a Party continues or cancels their hearing more than **seven (7) days before t**he scheduled commencement of their hearing, all deposited Jury Fees will be refunded.

If a Party continues or cancels their hearing **within seven (7) days of the scheduled commencement of their hearing**, **but before the hearing commences**, all deposited Jury Fees will be refunded after deducting the Minimum Jury Fee (see Sec. V. C above).

Should a Party continue or cancel their hearing **after their hearing commences but before the scheduled conclusion of their hearing,** all deposited Jury Fees will be refunded after deducting: 1) the amount due for Jury service actually performed up to the time of the continuance or cancellation, rounded up to the nearest half (½) day; and 2) the Minimum Jury Fee (see Sec. V. C above).

2. EXCUSED JURORS

If a Juror is excused from service more than **seven (7) days before the scheduled commencement of your hearing**, all deposited Jury Fees

associated with that Juror will be refunded.

If a Juror is **excused from service thereafter,** all deposited Jury Fees associated with that Juror will be refunded after deducting the Minimum Jury Fee for that Juror, in addition to Jury Fees for service time already expended by that Juror.

3. FAILURE OF SERVICE

If CoPO is unable to supply your Jury Pool or Jury Panel with the number of Qualified Jurors the Parties have requested, the Jury Fees associated with the Juror(s) not supplied will be refunded.

When a Juror fails to fulfill his or her service, for example, by not viewing the complete hearing when required or by failing to provide a timely Verdict, the deposited Jury Fees associated with that Juror shall be refunded in full. This provision shall not apply if a Juror is unable to fulfill service because that Juror has been excused by the Parties or because the hearing has been continued or canceled.

4. ADDITIONAL SERVICES & REFUNDS

"Jury Fees" include up to five (5) Online Voir Dire questions, ten (10) Case Rating questions, and ten (10) Post-Verdict Questionnaire questions. Jury Fees are separate from, and do not include, additional charges for optional Demographic Breakdowns, or Juror time spent responding to any additional blocks of Online **Voir Dire**, **Case Ratings,** or **Post-Verdict Questionnaires** beyond those amounts.

a) **DEMOGRAPHIC BREAKDOWNS**
Access to Demographic Breakdowns is limited to those persons/entities who or which are involved in that specific hearing, and who or which have paid the associated fee identified in the Jury Fee Schedule. The fee paid by each said person/entity shall be fully refundable until such time as they first access a Demographic Breakdown for that matter,

after which time the fee shall be non-refundable.

b) **ADDITIONAL ONLINE VOIR DIRE**
Online Voir Dire in excess of five (5) questions shall be considered additional. Based on the number of persons the parties have requested be in their Jury Pool, and at the rates specified in the Jury Fee Schedule, charges for additional blocks of Voir Dire shall be the responsibility of the party(s) requesting them, and they must be paid in full before the hearing is opened to potential Jurors. Payments of such charges shall be non-refundable to the extent that, and once, prospective Jurors respond to the additional Voir Dire, and shall be proportionately refunded to the extent that they do not.

c) **CASE RATINGS & POST-VERDICT QUESTIONNAIRES**
Case Ratings in excess of ten (10) questions and Post-Verdict Questionnaires in excess of ten (10) questions shall be considered additional. Based on the number of persons the parties have requested be included in their final Jury Panel, charges for Case Ratings and Post-Verdict Questionnaires at the rates specified in the Jury Fee Schedule shall be the responsibility of the party requesting them. Payments of such charges shall be due before your questions are submitted to your Jurors, and shall only be refunded to the extent that your Jurors elect not to respond.

V. PREPARING FOR YOUR HEARING

A. EXHIBITS

1. UPLOADS

Parties may upload, through their hearing's Homepage, scanned pages of text, photographs, and videos for use as Exhibits during their hearing.

Supported File Extensions:
Images: PNG, GIF, and JPG.
Documents: PDF, XLS, XLSX, DOC, and DOCX.
Audio: MP3.
Video: MP4.

Exhibits will be displayed to your Jurors and will be available to them during the hearing and in deliberations. Case Video Exhibit Bookmarks allow Exhibits to be set to display at any location point of any video segment using the Exhibits Timeline Editor. As the host, you may open any Exhibit for all participants to view at any time.

2. EXHIBIT LIST

Materials uploaded as described above shall be assigned an Exhibit Number, linked to a short Exhibit Description (e.g., “July 2, 2015 Report of Dr. X”), and placed on the hearing’s Exhibit List.

3. JOINT EXHIBIT LIST

In hearings involving two or more opposing sides and a Neutral/Judge, the Exhibit List generated through the foregoing upload process will be a **Joint Exhibit List**. As a Joint document, each uploaded item of evidence must be separately approved by each Party designated in that matter. To aid in this, email notifications will be automatically transmitted to each Party when: 1) one or more items of evidence are added to the Joint Exhibit List; 2) there is a need for a Party to approve or object to an item of evidence; or 3) a Party has approved or objected to an item of evidence. This e-mail notification will contain a link through which Parties may proceed to access the Exhibits section of their Homepage and, from there, assent or object to the authenticity and/or admissibility of the specific items of evidence identified therein.

Subject to such later additions as your designated Judge/Neutral may permit, the Parties may agree between themselves about: 1) any pre-hearing deadline for the uploading of Exhibits; 2) any deadline by which objections are to be

made; 3) the effect of any Party's failure to timely approve or object to any or all uploaded Exhibits; and 4) the date, time, and rules for a pre-hearing conference/teleconference at which the Primary Representatives can argue their case to your Judge/Neutral, and your Judge/Neutral can rule on the objections by marking them overruled or sustained on your online Joint Exhibit List.

If your Neutral/Judge determines that an Exhibit is inadmissible for all purposes, that Exhibit will be deleted, as will its reference on the Joint Exhibit List. If the Neutral/Judge determines an Exhibit is conditionally admissible (such as where a foundation must be laid for the admission of that Exhibit into evidence, or where the admission of that Exhibit into evidence is dependent upon the prior admission of other evidence), the Exhibit shall remain on the Joint Exhibit List until and unless your Neutral/Judge subsequently finds the Exhibit inadmissible. **At your hearing or the viewing of your hearing, no uploaded Exhibit on the Joint Exhibit List shall be viewable by your Jury until and unless your designated Judge/Neutral first marks the Exhibit "Admitted" through your matter's CoPO Homepage.**

4. EXHIBIT DISPLAY QUEUE

For ease of access during the recorded hearing, each Party may create their own password-protected Display Queue which sorts uploaded Exhibits into the sequence in which that Party anticipates using those Exhibits during the hearing. Display Queues may be arranged and rearranged at any point in time through the completion of your hearing. Before the commencement of your hearing, the Parties may either mark their videos to unlock individual Exhibits for Juror viewing at precise time markers, or the Exhibits can be made viewable by your Jurors from the commencement of the hearing.

B. JURY INSTRUCTIONS & JURY INSTRUCTION GENERATOR

Through their hearing's Homepage, Parties may upload the Jury Instructions to be used in association with their hearing. Alternatively, Parties may use CoPO's Jury Instruction Generator (available through their hearing's Homepage) to select the Judicial Council Jury Instructions (CACI) appropriate for their case and to complete/modify them by utilizing buttons that automatically match pronouns (he,

she, it, they, them, etc.) and verbs (singular vs. plural) to correlate with the inputs the Parties supply.

Parties are solely responsible for the selection, modification, and finalization of the Jury Instructions associated with their hearing.

In hearings involving two or more opposing sides, all Jury Instructions must be **jointly submitted** by following the same procedures applicable to your submission of other joint documents, such as a Joint Exhibit List (see Section V, Subsection A, above).

C. VERDICT & VERDICT GENERATOR

Parties may upload, through their own hearing's Homepage, the Verdict Questions to be used in association with their hearing. Alternatively, Parties may use CoPO's Verdict Generator (available through their hearing's Homepage) to create a Verdict appropriate to their case, including templates for the instructions that each Juror is to follow when responding to your Verdict Questions (e.g., If your response to Question No. ___ is "Yes," answer Question No. 2. If your response to Question No. ___ is "No," skip Question No. 2 and answer Question No. 3.).

D. JUROR CONFIRMATION

In advance of your hearing, a CoPO Jury Coordinator will contact each of your Jurors to remind them of their scheduled service and to obtain their confirmation. In the event CoPO becomes aware of an issue regarding the participation of any Juror, including but not limited to any that may cause or include unfilled position(s) in the Jury Pool or on the Jury Panel, CoPO shall engage in reasonable efforts to resolve that issue, including, if Jury Selection has not already commenced, by seeking out a replacement Juror. If CoPO cannot resolve the issue, CoPO shall send email notifications of the same to all Parties and the designated Judge/Neutral, if any, who shall, between them, agree how to proceed with fewer Jurors than were originally requested by the Parties.

VI. YOUR HEARING

Proceedings are video recorded and streamed for Juror viewing. Specialized recording equipment is not required, as the recording can be done through any phone, tablet, or laptop with audio and video recording and transmitting capabilities. However, for those who prefer someone else to handle the recording, CoPO techs are available for an additional hourly fee, plus mileage.

Parties can record using up to three different cameras simultaneously. Where more than one camera is utilized, your Jurors will see and be able to toggle between each camera's view. It is recommended that Parties utilize CoPO's techs for simultaneous recordings using multiple devices.

Except in multi-Party hearings without the consent of all involved, the video presented to the Jurors can be edited before its display, including through integration of recorded deposition testimony.

In addition to one to three camera feeds, Jurors will be able to view Exhibits in a separate window to which they can toggle their screens. The streamed video presentation, Exhibits, and your Jury Instructions will be available to your Jurors during their deliberations.

In cases involving a Neutral/Judge, said Neutral/Judge can instruct the Jury at the close of the case, just as in a live Jury trial. Alternatively, at the close of the case, the Jury Instructions can be displayed in sequence for the Jurors, alone or in combination with a Party's oral recitation of those instructions.

A. STAFF

CoPO will monitor the progress of each of your Jurors as they view the recording of your hearing online. Your hearing's dedicated Jury Service Coordinator will transmit emails and/or text messages to each of your Jurors to remind them of their upcoming service and, when appropriate, to engage in group deliberations and to submit a Verdict.

The moderator or a CoPO team member will control playback of the recording.

No Juror on your panel will be permitted to deliberate or to issue a Verdict until and unless they watch the complete recording of your hearing within the timeframe, or on or by the date you specify.

CoPO's technical assistants and Jury Coordinators are available to respond to any questions or technical issues associated with the online aspects of your hearing.

B. PROCEDURES

Except as may otherwise be specified in these Terms of Service, ordered by your Judge/Neutral, or agreed upon by the Parties, the procedures to be followed in association with your hearing shall be those that the Parties would be required to follow had your hearing been conducted in the state court for the jurisdiction in which your Jurors reside.

To the extent that traditional procedural rules are insufficient to address issues unique to presentations to Jurors online, the "default" procedures to be utilized shall be those specified herein, including those outlined more fully in Section VII.C., below.

C. JUROR DELIBERATIONS

Jurors will vote online to select a Jury Foreperson to moderate their discussions, and who will have the ability to call for an online "Straw-Vote" so that they know where the group stands with respect to your Verdict Questions.

Alternates:
Alternate Jurors (i.e., the last of your Jurors to submit a Request to Serve who exceed the number originally requested to issue a Verdict) shall deliberate along with the other Jurors on your Jury Panel, and shall respond to the questions on your Verdict Form, including in response to any call for a Straw-Vote. Unless the Parties stipulate and instruct otherwise, the responses of Alternate Jurors to your Verdict Questions, including in response to a call for a Straw-Vote, shall count as if they were those of any other member of your Jury Panel. In focus groups, however,

Alternate Jurors generally serve as backups and will replace Jurors who are dismissed or who fail to appear, unless a client requests that Alternates also deliberate, in which case they shall be compensated at the Juror rate.

Deliberations duration:
Pursuant to the instructions of the Parties, deliberations will continue: 1) until at least 75% (9 out of 12) of the Jurors answering each Verdict Question agree on its answer; 2) for the length of time specified by the litigants; or 3) until at least 75% of the Jurors responding to each Verdict Question agree on its answer, but for no longer than a specific length of time.

Single-party matters:
In single-Party hearings and focus groups, Parties will be permitted to monitor and participate in deliberations by asking and answering questions. All deliberations shall take place on CoPO's live video platform. Each Juror's personal notes and bookmarks will remain confidential and will automatically be deleted once a final Verdict is rendered.

VII. THE VERDICT

A. SECURITY, POLLING & VERIFICATION

Your Jurors will respond to each of your Verdict Questions online through their password-protected CoPO accounts.

Eliminating the need for polling, when your Jurors submit their final responses to your Verdict Questions, each Juror will certify, under penalty of perjury, that they have reviewed each of their responses, that they are correct, and that they are theirs.

Once all Jurors submit their individual responses to your Verdict Questions, those responses will be emailed to the Party(ies) and to the matter's Judge/Neutral (if any), and they will be posted on your hearing's Homepage. The Verdict responses posted on your hearing's Homepage will be viewable only by the Party(ies), your Judge/Neutral, and, for their own Verdict responses only, the Juror who submitted

them. Each is encouraged to compare those postings against the responses they were emailed, and to immediately report any irregularity or discrepancy to all Parties.

B. TABULATION

CoPO will combine all Juror responses to each Verdict Question and will email and post on your hearing's Homepage a statistical summary of the same (e.g., Question No. 1: Was Defendant negligent? 75% – Yes; 25% – No).

Unless they specify otherwise, all Parties agree that:

1. The responses of any Alternate Jurors shall be included in the tabulation of your Jury's Verdict. Accordingly, by way of example, where the litigants originally requested a Jury Panel of 14, including 2 Alternates, the determinations of all 14 Jurors will ordinarily be included in the tabulation of the final Verdict. Where the Parties specify that the determinations of Alternate Jurors should be excluded from the final Verdict tabulation, the determinations of the last 2 Jurors to have submitted a Request to Serve in association with your hearing will not be included in the final Verdict tabulation.

2. Your Verdict will be deemed valid even if fewer Jurors than were initially requested by the litigants, or who were empaneled, ultimately respond to your Verdict Questions.

3. The Party bearing the burden of proof or persuasion on an issue, an element of a cause of action, or a defense will satisfy that burden if at least 75% (9 out of 12) of the Jurors responding to that question agree that such burden has been satisfied. For example, if Verdict Question No. 4 was "Was Defendant negligent?" and 75% or more of the Jurors responding to that question answered "Yes," the Plaintiff will be deemed to have met his or her burden of proving the Defendant's liability. If 74% or fewer of the Jurors responding to this question answered "Yes," the Plaintiff will not have satisfied his or her burden of proving that matter.

4. For a Verdict Question the response to which is a number (such as questions calling for a percentage or dollar figure), the Verdict, as it pertains to that question, will be the number to which at least 75% of the Jurors agree or, if none, the 75th percentile of all the numbers provided by the Jurors who responded to that question.

VIII. BEHIND THE VERDICT TOOLS

Any Party, or those they designate, may request to use any or all of CoPO's Behind the Verdict tools to analyze the Jury Verdict rendered in the matter with which they are associated.

By utilizing CoPO's services, each Party agrees that the questions used in Post-Verdict Questionnaires and in the Rate My Case tool, as well as the responses provided in response to those questions, are private and the work product of the asking Party. Parties are prohibited from asking a Juror or CoPO to reveal what was asked by another Party in association with their use of these tools, or to reveal the response that the Jurors provided to those questions.

Each Client shall respect the privacy of the Jurors associated with their hearing and shall not ask any question designed to identify their name or contact information.

Jurors reserve the right to flag, and not respond to, any Party's question that violates the foregoing provisions and/or CoPO's Privacy Policy. If two or more Jurors flag a question, that flagging shall be deemed the Jurors' response to that question, and they shall be entitled to compensation for responding to it.

Jurors are required to respond to Post-Verdict Questionnaires and Rate My Case questions, and they will be required to do so truthfully and fully if they are to be compensated for their responses.

Jurors are required to provide basic demographic information when they register as a CoPO Juror, and to reaffirm or correct that information under penalty of perjury when

they submit a Request to Serve in association with your matter. Their provision of other demographic information, such as race, income level, and the like, is encouraged but optional. The results of the Demographic Breakdowns of your Jury Verdict may thereby be affected.

CoPO does not warrant that the demographics of, or that the Verdict rendered by, the Jurors on your Jury will be identical to, or necessarily representative of, those residing in the same localities as those in which your Jurors reside.

CoPO does not assume responsibility for the responses that its Jurors may provide, or for any inferences that any Party may draw from the use of any Behind the Verdict tool.

IX. ADDITIONAL TERMS OF SERVICE

A. PRIVACY POLICY:

The use of this website, www.CourtofPublicOpinion.com, and the services rendered by Court of Public Opinion, LLC, shall be subject to, and constitute your agreement to, Court of Public Opinion's "Privacy, Communications & Disclosure Policy".

B. INDEPENDENT CONTRACTOR:

Court of Public Opinion, LLC and its Jurors are independent contractors, and not employed by any party who utilizes CoPO's services.

C. DISCLOSURE & WARRANTY:

Court of Public Opinion, LLC was founded by Shawn K. Elliott, a licensed California attorney who, at different times, is representing and/or has represented plaintiffs and defendants in various civil matters and trials. LyfeLaw, LLP has a shareholder interest in Court of Public Opinion, LLC.

In addition to warranting that his client confidentiality has, and will continue to, remain intact, to assure Parties that there are no conflicts that might affect the outcome of matters presented through CoPO's systems and processes, CoPO's founder, on his own behalf and on behalf of CoPO, its shareholders, agents, and

employees, agrees and warrants as follows: 1) they will not accept from any Party a gratuity or compensation beyond that owing for the services offered by CoPO; 2) they will not accept from any Juror consideration for the opportunity to serve on any hearing; 3) their communications with Jurors will be limited to those necessary to aid in their participation in your hearing, to facilitate their use of CoPO's online systems, or to address payment for their services, which shall be available to all Qualified Jurors equally and based upon published rates; 4) communications to and from Jurors and Parties shall be on the terms and conditions reflected in these Terms of Service and in CoPO's Privacy, Communications & Disclosure Policy; 5) they will not knowingly accept any CoPO hearing that actively involves Shawn K. Elliott, Esq. or LyfeLaw, LLP; and 6) they will not access any aspect of a CoPO hearing, including its evidence, argument, verdict, etc., except to the extent authorized in writing by the Party(ies) utilizing CoPO's services.

D. LIMITATIONS OF LIABILITY

By utilizing this service, each Client agrees, on their own behalf and on behalf of their affiliates, that:

Limitation of Liability – In the event of negligence on the part of, or a breach of contract or warranty by, Court of Public Opinion, LLC, its principals, agents, owners, shareholders, employees, independent contractors (including its Jurors), and their affiliates (herein "CoPO"), CoPO's total liability to any and all aggrieved parties shall not exceed the sum which CoPO received from those parties as compensation for the jury services they rendered or were to render in association with the matter(s) in which that negligence or breach occurred, and in no event shall include any liability for any consequential damages, including for any out-of-pocket expenses, expert witness fees, attorney's fees, costs of suit, or other expenses or liabilities associated with or arising out of preparation for, participation in, or results of any hearing or issue involved therein.

Connectivity and Security – CoPO shall bear no liability to a Party or their affiliates as a result of harm caused by a loss of service/internet connectivity, or from any form of unauthorized invasion of, corruption of, or damage to computer systems or data files.

Content Responsibility and Indemnification – CoPO shall not bear and does not assume responsibility for the content, display, or communication of any Writing (as defined in California Evidence Code, Section 250) published or uploaded as an Exhibit at www.CourtofPublicOpinion.com. If a claim or lawsuit arises from the content, display, publication, or communication of such a Writing, the Party responsible for uploading that Writing shall fully indemnify and hold harmless CoPO and its affiliates from said claim or lawsuit, including for reasonable attorney's fees incurred in the investigation and/or defense thereof.

E. NO LEGAL ADVICE/ATTORNEY-CLIENT RELATIONSHIP:

The contents of this website are for informational purposes only and should not be relied upon as legal or tax advice, or serve as a substitute for the advice of legal counsel. All content and information contained herein, as well as any site-related service, are provided "as is" without warranty of any kind, either express or implied. CoPO reserves the right to make changes and improvements to this website and/or its services at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of any errors, omissions, or discrepancies. I have read and agreed to CoPO's Client Terms of Service.*