

# How the desk is built to your bar's rules.

If you are the managing partner, the general counsel or the malpractice carrier being asked to sign off on an AI answering the firm's intake line, this document answers your questions without a meeting.

| PRODUCT                | SCOPE                  | VERSION           |
|------------------------|------------------------|-------------------|
| Infinivo AI Front Desk | Personal-injury intake | 1.0 · August 2026 |

WHAT THIS SYSTEM DOES, IN ONE SENTENCE

It answers inbound calls, chats and emails, collects the facts of a potential claim, screens them against criteria the firm sets in advance, and books a consultation with a lawyer. It does not advise, evaluate, quote, or decide. Every interaction is disclosed as AI, recorded, and handed to the firm.

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## Every contact is told it is speaking with an AI assistant, not a lawyer

Disclosure happens at the top of every call, chat and email, in plain language, before any intake question is asked. It is scripted and non-removable, not a configurable option a firm can switch off. If the caller asks again at any point, the system confirms again rather than deflecting.

This follows the disclosure standard set out in **Florida Bar Ethics Opinion 24-1**, with consistent guidance issued in California, New York and Texas. Where a state has adopted a stricter or differently worded requirement, the disclosure script is adjusted to that state before go-live.

### SCRIPTED AT THE TOP OF EVERY CONTACT

"Hi, you've reached [Firm]. I'm an AI assistant, not a lawyer. I can take down what happened and get you booked in with one of the attorneys."

## It collects facts. It does not give legal advice

The scope limit is enforced structurally, not by instruction. The system runs a constrained intake flow whose only outputs are: recorded facts, a qualification result against the firm's criteria, and a calendar booking. There is no path in the system that produces a legal opinion, because no such output exists in it.

Specifically, the desk will not:

- Estimate case value, settlement ranges, or likely recovery.
- State or imply whether a caller has a valid claim.
- Interpret a statute of limitations, comparative-fault rule, or policy term.
- Advise on whether to speak to an adjuster, sign anything, or seek treatment.
- Characterise the firm's assessment of the matter in any way.

Letting an AI advise a prospective client without attorney review risks the unauthorized practice of law, and that exposure sits with the firm rather than the vendor. That is precisely why the capability is removed rather than discouraged.

## Legal questions are logged and routed, never answered

When a contact asks something outside the intake scope, the desk says plainly that it cannot answer that and it is a question for the attorney, records the question verbatim, and flags the record for the firm. The question reaches a lawyer; it does not reach an answer.

Three escalation paths run alongside that:

- **Immediate.** Callers in medical distress, callers describing an imminent deadline, and callers who ask for a human are routed to the firm's designated line or emergency contact, per the escalation matrix agreed at configuration.
- **Same-day.** Every flagged interaction is reviewed by an Infinivo operator and, where it concerns the firm, surfaced to the firm the same business day.
- **Standing.** Transcripts are sampled and audited on an ongoing basis against the scope limits above. The firm receives the audit results.

The firm retains sole authority over whether to accept any matter. Nothing the desk does creates, or purports to create, an attorney-client relationship.

A complete audit trail on every interaction

Every call, chat and email is recorded, transcribed and retained with a disposition. The firm receives the recording, the transcript, the extracted intake record and the qualification result, written into the firm's own CRM.

| ITEM              | DETAIL                                                                                                                                                                                |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Captured          | Audio recording, full transcript, structured intake fields, qualification outcome and reason, booking record, escalation flags.                                                       |
| Consent to record | Recording is disclosed at the start of the contact alongside the AI disclosure. In two-party-consent states the flow captures an explicit acknowledgement before recording continues. |
| Retention         | Set by the firm at configuration and applied uniformly. The default is to retain for the term and return or delete on termination, at the firm's election.                            |
| Where it lives    | Named in the services agreement, including sub-processors and processing region. The firm's data is not used to train any general-purpose model.                                      |
| On termination    | Full export in a portable format, then deletion on the firm's written instruction, with a certificate of deletion.                                                                    |

Treated as confidential from the first word

Everything a contact says is treated as information relating to the representation from the moment it is captured. Access is limited to the firm and to the named Infinivo personnel who operate the desk, each under written confidentiality obligations. Sub-processors are disclosed in the agreement, are bound by equivalent terms, and are not permitted to use the content for their own purposes.

The obligations are contractual and run to the firm, which is the party that owes the duty. Reasonable safeguards are described in the services agreement so the firm can satisfy itself, and its carrier, that supervision under Rules 5.1 and 5.3 is being met.

Duties attach even when the firm never takes the case

A person who consults the firm about the possibility of forming a relationship is a prospective client, and duties attach whether or not the firm takes the matter. Declined callers are exactly the population most likely to be forgotten, so the desk treats them identically to accepted ones: recorded, retained, and searchable.

That gives the firm a complete record of who made contact, what they disclosed, when, and on what basis they were declined, which is the record the firm needs if a Rule 1.18 question is ever raised about a later adverse matter.

Adverse-party names captured at intake, before the consult

The intake flow captures the identities needed to run a conflicts check as part of the standard question set: the other driver or party, their insurer, employers where relevant, and any other firm already involved. Those fields land in the firm's system with the rest of the record.

The check itself is the firm's to run, on the firm's own system, by the firm's own people. What changes is the timing. The names are in hand before the consultation is attended rather than discovered during it.

## Never priced per signed case

Infinivo charges a setup fee and a fixed monthly retainer. It does not charge per signed case, per matter, or as any share of recovery. That is deliberate. Compensating a nonlawyer out of case proceeds raises fee-sharing questions under Rule 5.4, and payment for recommendations raises Rule 7.2(b), and both are treated inconsistently across states.

A fixed fee for a defined service avoids the question rather than arguing it.

### WRITTEN INTO THE SERVICES AGREEMENT

**If the system gives legal advice, that month's retainer is waived and the firm is credited \$2,500.**

The trigger is objective and checkable against the transcript record, which is why we are willing to write it down. It is a contractual remedy between Infinivo and the firm, and it is not a substitute for the firm's own professional-liability cover. It exists so the firm is not the only party carrying the risk of the thing it is being asked to trust.

## What this brief is written against

- **Florida Bar Ethics Opinion 24-1** — disclosure of AI to prospective clients, confidentiality, and supervision of generative AI in law practice.
- **California, New York and Texas guidance** — state bar guidance on generative AI, consistent on disclosure and on the prohibition against unsupervised advice.
- **ABA Model Rules 1.1 and 1.6** — competence including technological competence, and confidentiality of information relating to the representation.
- **ABA Model Rule 1.18** — duties to prospective clients, including those the firm declines.
- **ABA Model Rules 5.1 and 5.3** — supervisory responsibilities over lawyers and over nonlawyer assistance, including vendors.
- **ABA Model Rules 5.4 and 7.2(b)** — fee sharing with nonlawyers, and payment for recommending a lawyer's services.
- **ABA Formal Opinion 512** — generative AI tools, on client information, fees and supervision.

Rules are cited as adopted in the firm's own jurisdiction, which is what governs. Where a state's version differs from the Model Rule, the configuration follows the state.

**This brief is not legal advice**, and it is not a substitute for the firm's own counsel reviewing the arrangement against the rules of its own jurisdiction. It describes how the system is built and what Infinivo commits to contractually, so that review has something concrete to work from. The binding terms are the ones in the executed services agreement, not the ones on this page.