

Terms of Service

1. Not a Legal Service. I understand and agree that AssetWard, LLC ("AssetWard") is not a law firm or an attorney, may not perform services performed by an attorney, and its forms or templates are not a substitute for the advice or services of an attorney. Rather, I am representing myself in this legal matter. No attorney-client relationship or privilege is created with AssetWard.
2. Disclaimer of Legal Service. If, prior to my purchase, I believe that AssetWard gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.
3. Arbitration; Waiver of Jury Trial and Class Action. I understand that these Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to me in the event of a dispute as described in the AssetWard Arbitration Agreement, contained in Paragraph 13 of these Terms of Service.
4. Limited Scope of Service. I UNDERSTAND THAT THE ASSETWARD REVIEW OF MY ANSWERS IS LIMITED TO COMPLETENESS, SPELLING, AND FOR INTERNAL CONSISTENCY OF NAMES, ADDRESSES, AND THE LIKE. I WILL READ THE FINAL DOCUMENT(S) BEFORE SIGNING IT AND AGREE TO BE SOLELY RESPONSIBLE FOR THE FINAL DOCUMENT(S).
5. Limitation of Liability and Indemnification. EXCEPT AS PROHIBITED BY LAW, I WILL HOLD ASSETWARD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY ME OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF ASSETWARD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF ASSETWARD, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.
6. Terms of Use. I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and, in agreeing to these Terms of Service, I acknowledge that I have read and agree to those Terms of Use, which are incorporated herein by reference.

7. Additional AssetWard Terms. I understand that my purchase may be subject to additional terms and conditions. I understand that registered agent services purchased through AssetWard are subject to the Supplemental Registered Agent Terms of Service, and third-party services are subject to the Supplemental Third-Party Terms of Service. If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.

8. Third Party Services. If I purchased a service through AssetWard that involves third party services, I understand that I may be required to accept additional terms located on the third party's site. The third party may contact me by email and/or phone with instructions on how to access my benefits. ASSETWARD HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AS PART OF ANY THIRD PARTY SERVICES. ASSETWARD IS NOT LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. A THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF ASSETWARD AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE ASSETWARD SITE.

9. Future Products and Services. If I choose to add a product or service to my order subsequent to this initial purchase, these Terms of Service will apply to that additional product or service purchase as well.

10. Abandoned Orders. My purchase allows me to create my own legal documents. I understand that, other than as required by applicable law, I shall have no right to cancel, request a cash refund or obtain store credit for any undelivered order after 90 days have elapsed from the purchase date unless AssetWard is at fault. All itemization of fees are displayed for convenience only. Both parties acknowledge that AssetWard is out of pocket time and money for undertaking the work and both parties fully intend to complete the order. Abandoned orders will result in liquidated damages equal to the amount paid to AssetWard for reimbursement of our commitment to service this order.

11. Exchanges. I understand that I may request an exchange of one product for a different product and complete a replacement order within 60 days of my purchase. The purchase price of the original item, less any filing fees, taxes or other third-party costs, will be credited to my AssetWard account. Any price difference between the original order and the replacement order or, if a replacement order is not completed within 60 days of purchase, the full original purchase price (in each case less any filing fees, taxes or other third-party costs) will be credited to my original form of payment. If I paid for my original order by check, I understand that AssetWard will mail a check for the applicable amount to my billing address.

12. Suspended Accounts. If AssetWard encounters evidence of suspicious activity in connection with my account, including, but not limited to, evidence that my account is being used by someone who is not authorized to do so, I acknowledge that AssetWard, in its sole discretion, may opt to temporarily disable my account for a reasonable amount of time in order to

investigate. In the event that AssetWard disables my account, I understand that, absent a subpoena or court order, no information about my account will be provided to anyone outside AssetWard, including me or any authorized contact, until the investigation is complete. Additionally, I understand that AssetWard, in its sole discretion, may decide not to send any documents associated with my account to me or file any such documents with any government authority, while my account is disabled. I acknowledge that AssetWard will not be liable for any delays caused by these policies and procedures.

13. DISPUTE RESOLUTION BY BINDING ARBITRATION.

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service department at customerservice@AssetWard.com. In the unlikely event that the AssetWard Customer Service department is unable to resolve your complaint to your satisfaction (or if AssetWard has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. While in some instances, upfront costs to file an arbitration claim may exceed similar costs to bring a case in court, for any non-frivolous claim that does not exceed \$75,000, AssetWard will pay all costs of the arbitration. Moreover, in arbitration you may recover attorney's fees from AssetWard to the same extent or more as you would in court. The arbitrator shall apply the same limitations period that would apply in court.

Under certain circumstances (as explained below), AssetWard will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) his or her reasonable attorney's fees if the arbitrator awards you an amount greater than what AssetWard offered you to settle the dispute.

You may speak with independent counsel before using this Site or completing any purchase.

Arbitration Agreement:

13.1. Arbitration of Claims. AssetWard and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "AssetWard," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, business partners, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and AssetWard are each waiving the right to a trial by jury or to participate in a class action. These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

13.2. Notice. A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to AssetWard should be addressed to: Notice of Dispute, General Counsel, AssetWard, LLC, 30 North Gould Street, Suite R, Sheridan, Wyoming 82801 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If AssetWard and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AssetWard may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AssetWard or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AssetWard is entitled.

You may obtain a copy of a Notice form by contacting us at customerservice@AssetWard.com.

You may download or copy a form to initiate arbitration from the AAA website at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820.

13.3. Costs and Procedure. After AssetWard receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than \$75,000. (Currently, the filing fee for consumer-initiated arbitrations is \$200, but this is subject to change by the arbitration provider. If you are unable to pay this fee, AssetWard will pay it directly after receiving a written request at the Notice Address.) The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. (You may obtain information about the arbitration process directed to non-lawyers, including information about providing notice to AssetWard, by contacting us at customerservice@AssetWard.com.) The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except that issues relating to the scope, enforceability, and interpretation of the arbitration provision and the scope, enforceability, and interpretation of paragraph (f) are for the court to decide.

13.3.1. Venue; Governing Law. Unless AssetWard and you agree otherwise, any arbitration hearings will take place in the the City of Sheridan, Wyoming, and the law of the State of Wyoming shall governing this Agreement and any claims arising in respect of any Services.

13.3.2. Hearing. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which AssetWard was a party. Except as otherwise provided for herein, AssetWard will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AssetWard for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorney's fees and expenses), the payment of these fees will be governed by the AAA rules.

13.4. Awards. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AssetWard's last written settlement offer made before an arbitrator was selected, then AssetWard will:

- pay you either the amount of the award or \$2,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (the "attorney's payment").

If AssetWard did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney's fees, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney's fees at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorney's fees or expenses is greater than the value of AssetWard's last written settlement offer, the arbitrator shall include in his or her calculations only the value of any attorney's fees or expenses you reasonably incurred in connection with the arbitration proceeding before AssetWard's settlement offer.

13.5. Costs and Expenses. The right to attorney's fees and expenses discussed in paragraph 13.4 supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws AssetWard may have a right to an award of attorney's fees and expenses if it prevails in an arbitration proceeding, AssetWard will not seek such an award.

13.6. Parties. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND ASSETWARD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. Further, unless both you and AssetWard agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations

as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

13.7. Appeal. If the amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

13.8. Changes. Notwithstanding any provision in the applicable Terms to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.

14. Filing Fees. Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, name reservation fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, courier fees and other transactional fees incurred on your behalf by AssetWard.

15. Delivery. I understand that AssetWard uses a variety of methods to deliver finished products. For products delivered via physical shipment, I understand that AssetWard uses a variety of carriers for each shipping option and will choose a delivery method for the shipping option and address I designate. If I select overnight delivery or two-day delivery, I agree that AssetWard may use air or ground shipping as necessary to get my items to me within the promised time frame. The shipping fee indicated does not necessarily represent the actual amount paid by AssetWard to the carrier chosen for the delivery of my order. It may include, in addition to the fees paid to the carrier, AssetWard or third party handling and processing fees. For products delivered electronically, I understand that I will be notified via email when my product is complete and available for download.

16. Access to World Wide Web; Internet Delays. To use AssetWard services, I must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. I am responsible for providing all equipment necessary to make such connection to the World Wide Web, including a computer and Internet access. Access to certain AssetWard services may be limited or delayed based on

problems inherent in the use of Internet and electronic communications. I understand that AssetWard is not responsible for delays, delivery failures, or other damage resulting from such problems.

17. Force Majeure. AssetWard shall not be considered in breach of or default under these Terms of Service or any contract with me, and shall not be liable to me for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, AssetWard may immediately terminate these Terms of Service and shall have no liability to me for or as a result of any such termination.

18. Right to Refuse. I acknowledge that AssetWard reserves the right to refuse service to anyone.

19. Agree to Be Bound. I understand that these terms affect my legal rights and obligations. If I do not agree to be bound by all of these terms, I will not use this service. By proceeding with my purchase, I agree to these Terms of Service.

Updated: 12/31/2024