Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using the our website (the "Site") or any AssetWard, LLC (“AssetWard”) applications or application plug-ins ("Applications"), you agree to these terms of use (the "Terms of Use") and agree to comply with all applicable United States federal and state laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to AssetWard, LLC, and "Services" refers to all services provided by us.

If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site or any Applications.

We may revise these Terms of Use at any time without notice to you.

If you have any questions about these Terms of Use, please contact our Customer Service department at customerservice@AssetWard.com.

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

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 you in the event of a dispute.

Please also refer to the AssetWard Terms of Service, Supplemental Registered Agent Terms of Service, Supplemental Third-Party Terms of Service, and Privacy Policy, each of which is incorporated herein by reference. The services provided by AssetWard, its affiliates, and third party service providers are referred to collectively herein and therein as the “Services.”

The Site provides an online legal portal to give visitors a general understanding of the law and to provide an automated software solution to individuals who choose to prepare their own legal documents. Customer need not download or even license AssetWard software. AssetWard hosts its software as a backend service for customers when they create their own documents. The Site includes general information on commonly encountered legal issues. The AssetWard Services also include a review of your answers for completeness, spelling, and for internal consistency of names, addresses and the like. At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions, or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. AssetWard is not a law firm and may not perform services performed by an attorney. AssetWard, its services, and its forms and templates are not a substitute for the advice or services of an attorney.

AssetWard strives to keep its legal documents accurate, current, and up-to-date. However, because the law changes rapidly, AssetWard cannot guarantee that all of the information on the Site or Applications is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind AssetWard provides can fit every circumstance. Furthermore, the legal information contained on the Site and Applications is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area.

From time to time, AssetWard may perform certain attorney access services and introduce our visitors to attorneys through various methods, including but not limited to (i) third party attorney directory listings and (ii) third party limited scope agreements. At no time is an attorney-client relationship fostered or created with AssetWard through the performance of any such services.

This Site and Applications are not intended to create any attorney-client relationship, and your use of AssetWard does not and will not create an attorney-client relationship between you and AssetWard. Instead, you are and will be representing yourself in any legal matter you undertake through AssetWard's legal document service.

1. <u>Privacy Policy</u>. AssetWard respects your privacy and permits you to control the treatment of your personal information. A complete statement of AssetWard's current Privacy Policy can be found at https://assetward.com/about. AssetWard's Privacy Policy is expressly incorporated into this Agreement by reference.

When you use or access certain portions of the Site, Applications, or the Services, you must provide complete and accurate information as requested on the registration form. You may also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name, or password at any time. You agree to notify AssetWard immediately of any unauthorized use of your account, user name, or password. AssetWard shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by AssetWard, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

In connection with the use of certain AssetWard products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant AssetWard a worldwide, royalty-free, nonexclusive, and fully sub-licensable license to use, distribute, reproduce, modify, publish, and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate rights held by AssetWard at any time by removing your personal information from the applicable service.

2. Ownership. This Site and Applications are owned and operated by AssetWard. All right, title, and interest in and to the materials provided on this Site and Applications, including but not limited to information, documents, logos, graphics, sounds, and images (the "Materials") are owned either by AssetWard or by our respective third party authors, developers, or vendors ("Third Party Providers"). Except as otherwise expressly provided by AssetWard, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way and nothing on this Site or on any Applications shall be construed to confer any license under any of AssetWard's intellectual property rights, whether by estoppel, implication or otherwise. See the "Legal Contact Information" below if you have any questions about obtaining such licenses. AssetWard does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by AssetWard. Any rights not expressly granted herein are reserved by AssetWard.

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4. Links to Third Party Sites. This Site and Applications may contain links to websites controlled by parties other than AssetWard (each a "Third Party Site"). AssetWard works with a number of partners and affiliates whose sites are linked with AssetWard. AssetWard may also provide links to other citations or resources with whom it is not affiliated. AssetWard is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. AssetWard makes no guarantees about the content or quality of the products or services provided by such sites. AssetWard is not responsible for webcasting or any other form of transmission received from any Third Party Site. AssetWard is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by AssetWard of the Third Party Site, nor does it imply that AssetWard sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that AssetWard is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site

administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

5. Use of AssetWard Legal Forms. On our Site, through our Applications, and through certain partners, we offer self-help "fill in the blank" forms. If you buy a form from one of our partners, you will be directed to that partner's website and their terms of use will control. If you buy or download a form on our Site or Application, the terms and conditions of these Terms of Use control. You understand that your purchase, download, and/or- use of a form document is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

5.1 License to Use. AssetWard grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

5.2 Resale of Forms Prohibited. By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of AssetWard.com.

6. 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:

6.1. <u>Arbitration of Claims</u>. 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 trust or 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.

6.2. <u>Notice</u>. 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 form Notice by emailing 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.

6.3. 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, at http://www.AssetWardprivatetrust.com/legal/arbitration-information.pdf.) 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.

6.3.1. Venue; Governing Law. Unless AssetWard and you agree otherwise, any arbitration hearings will take place in the City of Sheridan, Wyoming. The governing law for any and all claims brought under this Agreement or in relation to any of the Services shall the law of the State of Wyoming.

6.3.2. 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.

6.3.3. Exclusion of Other Matters. 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.

6.3.4. Arbitrator Fees. 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.

6.4. 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.

6.5. Award of Costs. The right to attorney's fees and expenses discussed in paragraph 6.4 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.

6.6. Injunctive Relief; 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.

6.7. 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.

6.8. 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.

7. Additional Terms. Some AssetWard Services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

8. NO WARRANTY. THE SITE, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSETWARD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ASSETWARD MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. ASSETWARD SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION. EXCEPT AS PROHIBITED BY LAW, YOU 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 YOU 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.

10. Compliance with Export Restrictions. You may not access, download, use or export the Site, Applications, or the Materials in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Materials are subject to the United States Export Administration Laws and Regulations and agree that none of the Materials or any direct product therefrom is being or will be acquired for, shipped, transferred or re-exported, directly

or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

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12. Children. Minors are not eligible to use the Site or Applications and we ask that they do not submit any personal information to us.

13. Customers Needing Extra Assistance. AssetWard aims to provide full access to its website and product offerings regardless of disability. If you are unable to read any part of the AssetWard website, or otherwise have difficulties using the AssetWard website, please contact us at customerservice@AssetWard.com and our Customer Service team will assist you.

14. Governing Law; Venue. Any legal action or proceeding relating to your access to or use of the Site, an Application, or Materials is governed by the Arbitration Agreement contained in paragraph 6 of these Terms of Use. These Terms of Use expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site or an Application.

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17. Inquiries. BY USING ASSETWARD'S SERVICES OR ACCESSING THE ASSETWARD SITE OR APPLICATIONS, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO ASSETWARD VIA THE ASSETWARD SITE OR APPLICATIONS CONSTITUTES AN INQUIRY TO ASSETWARD, AND THAT ASSETWARD MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

18. Right to Refuse. You acknowledge that AssetWard reserves the right to refuse service to anyone and to cancel user access at any time.

19. Acknowledgement. BY USING ASSETWARD'S SERVICES OR ACCESSING THE ASSETWARD SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. AssetWard, LLC is located at 30 North Gould Street, Suite R, Sheridan, Wyoming 82801.

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