

## **Estate Documents Pro, LLC**

Client Terms of Use      Revised: 07/01/2013

**ATTENTION: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE VISITING OR USING THIS WEBSITE. THESE TERMS OF USE ARE A LEGAL AGREEMENT BETWEEN YOU AND US FOR YOUR USE OF THIS WEBSITE. YOUR ACCESS TO THIS WEBSITE, USE OF THIS WEBSITE, AND USE OF PRODUCTS AND SOFTWARE AVAILABLE ON THIS WEBSITE, ARE ALL SUBJECT TO THE FOLLOWING TERMS OF USE. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AS IF YOU HAD SIGNED YOUR NAME ON A LEGAL CONTRACT. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT VISIT OR USE THIS WEBSITE.**

**THESE TERMS OF USE MAY BE UPDATED BY US FROM TIME TO TIME WITHOUT NOTICE TO YOU. IT IS YOUR RESPONSIBILITY TO PERIODICALLY REVIEW THESE TERMS OF USE.**

These Terms of Use ("Terms of Use") are a legal agreement between you ("you" or "your") and Estate Documents Pro, LLC. ("EDP", "we", "us" or "our"). By accessing, visiting, browsing and/or using this website ("website" or "site"), or by accessing the software or products on this website, you acknowledge that you have read and understood these terms of use, and that you agree to be bound by them. "Product" or "Products" (whether or not capitalized) refers to the do-it-yourself legal forms and templates available on this website through our software. The material provided on this website is protected by law, including, but not limited to, United States Copyright Law and international treaties. You acknowledge and agree to comply with all applicable laws and regulations. You represent and agree that you have the legal capacity and authority to accept these terms of use on behalf of yourself and any party you represent. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT VISIT OR USE THIS SITE.**

**YOU MUST BE AT LEAST 18 YEARS OLD TO VISIT OR USE THIS SITE. BY USING THIS SITE, YOU AGREE THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY CAPABLE TO FORM A BINDING CONTRACT.**

**THIS WEBSITE DOES NOT OFFER LEGAL, BUSINESS, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE OR SERVICES.**

General Info. Welcome to our website! This website provides general information about legal topics and offers access to online software for the creation of do-it-yourself legal forms. This website does not, however, provide any legal, business, tax, accounting or other professional advice or services. The content on this website does not necessarily reflect the opinion of EDP. The content on this website is general in nature and may not apply to particular individual circumstances. The contents of this website (including, but not limited, to, the software and products available on this website) are not intended to be a substitute for professional legal or financial advice. Always seek the advice of your lawyer, accountant, tax advisor and other professionals with any questions about your specific situation. You should never disregard any professional advice, or delay or avoid seeking it, because of something you have read on this website.

**We are NOT a Law Firm and Do NOT Provide Legal Advice or Legal Services. EDP IS NOT A LAW FIRM OR AN ATTORNEY, AND EDP IS NOT ENGAGED IN THE PRACTICE OF LAW. THE EMPLOYEES AND CONTRACTORS OF EDP ARE NOT ACTING AS YOUR ATTORNEYS. NO COMMUNICATION FROM ANY OWNER, EMPLOYEE, AGENT, CONTRACTOR OR REPRESENTATIVE OF EDP WILL CONSTITUTE THE PRACTICE OF LAW, AND ANY SUCH COMMUNICATION WILL NOT BE CONSIDERED LEGAL ADVICE OR LEGAL SERVICES, EVEN IF THE COMMUNICATION IS FROM A PERSON WHO HAS A LAW DEGREE. NEITHER THE USE OF THIS SITE, NOR THE USE OF THE PRODUCTS AND SOFTWARE AVAILABLE ON THIS SITE, WILL CREATE ANY ATTORNEY-CLIENT RELATIONSHIP OR ATTORNEY-CLIENT PRIVILEGE. WHEN YOU ARE USING THIS WEBSITE, OR THE SOFTWARE OR PRODUCTS AVAILABLE ON THIS WEBSITE, YOU ARE REPRESENTING YOURSELF. NEITHER THIS WEBSITE, NOR THE PRODUCTS OR SOFTWARE OR INFORMATION AVAILABLE ON THIS WEBSITE, ARE A SUBSTITUTE FOR THE ADVICE OF A LICENSED ATTORNEY.**

**No Financial, Tax or Estate Planning Advice or Services. EDP DOES NOT PROVIDE ANY FINANCIAL, TAX OR ESTATE PLANNING ADVICE OR SERVICES.** Neither this website, nor any product or software or information accessible on or from this website, will be considered financial, tax or estate planning advice or services. You are solely responsible to seek independent tax planning, estate planning and/or legal advice regarding any tax, estate planning, financial, accounting or business questions you may have about the information on this site, our software or our products, and how such site, information or products apply to your specific circumstances.

**What We Do.** The products sold by EDP include legal forms and legal templates that you can use to prepare your own legal documents online. You can print out the document(s) you buy and prepare them by writing information by hand. Or, you can use our software to prepare your document(s) online by typing the information on your keyboard. Our software is easy to use, and there is no need for you to download anything to your computer to use it; you simply access it from your browser, similar to how you are accessing this page. The purpose of the software is to enable you to prepare your own legal documents online rather than writing information by hand.

If you decide to prepare your document(s) online, you will automatically have an electronic version of your document(s). You will be able to print them out, download them, email them (after you download them) or sign them electronically. You will be able to email your document(s) to your attorney, or print them out and take them to your attorney. That way, you can get your attorney's advice on whether and how the document(s) fit your particular situation.

**What We Do NOT Do.** The products sold by EDP, and the information provided by EDP, are not legal services or legal advice. General legal information (such as the general legal information available on this website), legal forms and legal templates are different than legal advice. Legal advice involves the application of law to a specific person's legal circumstances. EDP does not provide legal advice. If you have questions about the products sold by EDP, and whether

they are appropriate to your specific circumstances, you should consult with a licensed attorney in your area. **THE PRODUCTS SOLD BY EDP ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**

EDP (and its employees and independent licensees):

- \*\*Do NOT select which products (legal forms, legal templates or any other products) you should buy or use;
- \*\*Do NOT review the information you provide for spelling, grammar, propriety, sufficiency, completeness or accuracy. The information you type into our software when you prepare your legal document(s) is automatically inserted by the software just the way you type it;
- \*\*Do NOT provide any advice, recommendation or opinion about your legal rights, strategies, options or selection of forms;
- \*\*Do NOT provide any assistance whatsoever to you on using our software to prepare legal documents (except for non-legal software technology questions) ;
- \*\*Do NOT review any legal documents you prepare to determine if you prepared them correctly or whether they are appropriate for your particular situation;
- \*\*Do NOT apply the law to your particular answers or circumstances;
- \*\*Do NOT review the information you provide to determine if it is legally appropriate; and
- \*\*Do NOT provide any legal services or legal advice.

**YOU SELECT AND PREPARE YOUR OWN LEGAL DOCUMENTS, AND YOU ARE SOLELY RESPONSIBLE FOR YOUR DOCUMENTS. IF YOU HAVE QUESTIONS ABOUT THE APPLICATION, SUITABILITY OR EFFICACY OF OUR PRODUCTS TO YOUR PERSONAL CIRCUMSTANCES, YOU ARE SOLELY RESPONSIBLE TO SEEK ADVICE FROM A LICENSED ATTORNEY AND/OR TAX ADVISOR.**

**No Warranty or Guarantee About Application to Specific Individual Circumstances.** We try to keep the information on our site, and our products (legal forms), up-to-date. However, laws change frequently. Also, laws are different from state to state. Even the same law may be applied or interpreted differently by different courts. The law is a personal matter, and no general information or legal forms like the products EDP provides can fit every circumstance. As a result, while we believe our documents are valuable and helpful, **WE CANNOT GUARANTEE THAT THE GENERAL INFORMATION AND PRODUCTS ON THIS SITE WILL FIT YOUR INDIVIDUAL CIRCUMSTANCES.** We also cannot guarantee that the information and products on the site are complete, correct or up-to-date. **IF YOU ARE IN NEED OF LEGAL ADVICE ABOUT YOUR SPECIFIC PROBLEM, OR IF YOUR SPECIFIC PROBLEM IS TOO COMPLEX TO BE ADDRESSED BY OUR PRODUCTS, YOU SHOULD CONSULT A LICENSED ATTORNEY IN YOUR AREA.** We highly recommend that you consult a lawyer licensed to practice in your jurisdiction if you want to be sure that our information and products are appropriate for your individual circumstances.

**Unsolicited Submissions and Communications.** Please do not submit any confidential or proprietary information to us except as needed in connection with your use of the software and products available on this site. You acknowledge and agree that any communication, information or materials you transmit to this website, in any manner and for any reason, will be considered non-confidential and the property of EDP. You also acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, inventions, or other materials you transmit to us, via email or otherwise, do not violate the rights of any party, and you hereby grant us a perpetual, irrevocable, worldwide, nonexclusive, royalty-free right and license to use, reproduce, disclose, create derivative works from, publish, distribute, perform, translate, modify, edit and display such communication in any media or medium (or any form or format now known or hereafter developed) anywhere, anytime, and for any reason whatsoever. You are responsible for any communication, information or materials you submit, including but not limited to, the legality, content, appropriateness and reliability of such items.

**Internet Security.** There is no such thing as perfect internet security. There is a risk that any information transmitted over the internet may be intercepted and viewed. **EDP WILL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THIS SITE, OR THE SOFTWARE OR PRODUCTS AVAILABLE ON THIS SITE, INCLUDING BUT NOT LIMITED TO, FROM THE UPLOADING OR DOWNLOADING OF ANY MATERIALS, SOFTWARE, INFORMATION OR CONTENT. FURTHER, EDP WILL HAVE NO RESPONSIBILITY FOR ANY DAMAGES RELATING TO DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, INTERNET FAILURE OR COMPUTER VIRUSES.**

**Website is "As Is" and Without Any Warranties.** **YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE, AND THE PRODUCTS AND SOFTWARE AND INFORMATION AVAILABLE ON THIS WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDP DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, CORRESPONDENCE TO DESCRIPTION, CONFORMITY TO SAMPLES, TITLE AND NON-INFRINGEMENT.**

**EDP MAKES NO WARRANTY THAT THE SITE, OR THE SOFTWARE OR PRODUCTS OR INFORMATION AVAILABLE ON THIS SITE, WILL (1) BE AVAILABLE ON A SECURE, ERROR-FREE, TIMELY OR UNINTERRUPTED BASIS, (2) WILL APPLY TO YOUR PARTICULAR SITUATION, (3) WILL MEET YOUR REQUIREMENTS, (4) WILL MEET YOUR EXPECTATIONS, OR (5) WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR RELIABLE. YOU SHOULD CONSULT WITH AN ATTORNEY OR FINANCIAL ADVISOR LICENSED TO PRACTICE IN YOUR STATE FOR ADVICE ABOUT YOUR SPECIFIC CIRCUMSTANCES.**

**NO ORAL OR WRITTEN INFORMATION GIVEN BY EDP (OR A EDP EMPLOYEE OR CONTRACTOR OR AFFILIATE) SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY.**

**YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS WEBSITE, AND THE SOFTWARE AND PRODUCTS AVAILABLE ON THIS WEBSITE, IS AT YOUR OWN DISCRETION AND YOUR OWN RISK.**

Notwithstanding the foregoing, if you are not fully satisfied with any product you purchased on this website, please let us know. Most user concerns can be resolved quickly and to your satisfaction by contacting our customer service department. It is important to us that our customers have a positive experience.

**Limitation of Liability; No Liability.** YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE WILL EDP (NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, PREDECESSOR, SUCCESSOR IN INTEREST OR AFFILIATE OF EDP) BE LIABLE FOR (1) ANY CONTENT (OR LACK OF CONTENT) ON THIS WEBSITE, (2) ANY PERSON'S RELIANCE ON THE CONTENT OF THIS WEBSITE, WHETHER OR NOT SUCH CONTENT IS CORRECT, COMPLETE OR UP-TO-DATE, (3) THE CONSEQUENCES OF ANY ACTION THAT ANY PERSON TAKES OR FAILS TO TAKE BASED ON THIS WEBSITE, (4) THE PERFORMANCE, USE OR MISUSE OF THIS WEBSITE, (5) THE INABILITY TO USE OR ACCESS THIS WEBSITE, (6) THE DOWNLOADING OF ANY CONTENT FROM THIS WEBSITE, (7) THE RESULTS OF USE OF THIS WEBSITE, (8) ANY DELAY OR FAILURE TO RESPOND TO ANY COMMUNICATION SENT TO OR FROM THIS WEBSITE OR TO ANY PERSON AFFILIATED WITH THIS WEBSITE, (9) ANY DAMAGES RELATING TO NEGLIGENCE, ERRORS, OMISSIONS, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUSES, TROJANS, BUGS, DEFECTS, HUMAN ACTION OR INACTION, (10) THE ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE, OR (11) ANY AND ALL OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS OR THE INTERNET OR THE WORLD WIDE WEB, OR (12) ANY INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES. YOU WILL HOLD EDP (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PREDECESSORS, SUCCESSORS IN INTEREST AND AFFILIATES) HARMLESS FROM ANY DAMAGES LISTED IN THE PREVIOUS SENTENCE.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE CUMULATIVE LIABILITY OF EDP (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PREDECESSORS, SUCCESSORS IN INTEREST AND AFFILIATES) RELATING TO YOUR USE OF THIS SITE, AND IN CONNECTION WITH YOUR RELATIONSHIP (IF ANY) WITH EDP (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PREDECESSORS, SUCCESSORS IN INTEREST AND AFFILIATES), WILL BE LIMITED TO THE LESSER OF (1) THE ACTUAL AMOUNT YOU PAID TO EDP TO ACCESS THIS SITE, OR (2) \$1.00, AND UNDER NO CIRCUMSTANCE WILL THERE BE ANY CONSEQUENTIAL OR PUNITIVE DAMAGES.

NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCE WILL EDP (NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, PREDECESSOR, SUCCESSOR IN INTEREST OR AFFILIATE OF EDP) HAVE ANY LIABILITY TO YOU IF YOU ARE IN VIOLATION OF THESE TERMS OF USE.

**Essential Basis of the Bargain.** You acknowledge that EDP has set its prices, entered into these Terms of Use and has made this website (including the software and products available on this website) available in reliance on the disclaimers of warranty and limitations of liability in these Terms of Use, and that these disclaimers of warranty and limitations of liability form an essential basis of the bargain between the parties.

**Links.** There are no warranties, representations or promises made in connection with any links provided on this website. If you use these links, you will leave this website. We have not necessarily reviewed any linked or third-party websites. We do not control, we make no representations whatsoever (express or implied), and we are not responsible for these linked sites, their content, any links contained in a linked site, or any changes or updates to such websites. Links to other websites are not intended to state or imply that we are affiliated or associated in any way with those other websites. We reserve the right to terminate any link or linking program at any time. You acknowledge and agree that we are not responsible or liable for the content, products, services, actions and availability of such websites or other third parties. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as worms, viruses, Trojan horses and other items of a destructive nature. Links are provided solely as a convenience to you, and the inclusion of these links should not imply an endorsement by us of these other websites, or of the views, products, or services provided by these websites. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk.

**Other Products, Services, Companies.** Any references on this website to any specific commercial product, process, service or company by trade name, trademark, manufacturer or otherwise does not necessarily constitute or imply that we endorse or recommend the item or company.

**We are Not a Lawyer Referral Service.** Any information or listings for attorneys available on this website is for informational purposes only, is free for both lawyers and non-lawyers and does not constitute an endorsement or approval of any listed attorney. EDP does not guarantee the quality or reliability of any listed attorney or their services. EDP does not receive any portion of any legal fees charged by any attorney. Before hiring an attorney, it is important to carefully consider the attorney's experience and knowledge, as well as asking for a written fee agreement that details the terms of the representation.

**Availability.** We make no representation that this website, or the software and products and information available on this website, are appropriate or available in any particular location, and access to them from any territories or locations where their contents are illegal is prohibited. Those who access this website from other locations do so at their own risk and are responsible for compliance with all applicable laws including, without limitation, all local laws and regulations.

**No Unlawful or Prohibited Use.** You will not use this website for any purpose that is unlawful or prohibited by these Terms of Use. You will not use this website in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any person's or party's use and enjoyment of this website. You will not attempt to gain unauthorized access to any portion of this website, or any information, servers, or networks

relating to this website, through hacking, password mining, or any other means. You will not obtain or attempt to obtain any information or materials through any means not intentionally made available by us on this website.

**Governing Law.** You acknowledge and agree that EDP exists solely within the County of Maricopa in the State of Arizona, U.S.A. You agree that regardless of where you reside or where your browser is physically located, your viewing and use of this website occurs solely within the County of Maricopa in the State of Arizona, U.S.A., and that all content and software and products will be deemed to have been served from, and performed wholly within, Phoenix, Arizona, U.S.A., as if you had physically traveled there to obtain such content or software or products. You agree that this website will only be construed and evaluated according to the laws of the State of Arizona, U.S.A., without regard to principles of conflicts of laws. These Terms of Use are entered into and will be governed and construed by the laws of the State of Arizona as applied to agreements entered into and to be performed entirely within Arizona between Arizona residents, without regard to principles of conflict of laws. Any dispute or legal proceeding arising out of any activity relating to this website or these Terms of Use will be governed by the laws of the State of Arizona, U.S.A., without regard to principles of conflict of laws. You consent to exclusive jurisdiction and venue in Maricopa County, Arizona, U.S.A. for any dispute relating to these Terms of Use or relating in any way to this website. These Terms of Use will not be governed by the United Nations Convention on Agreements for the International Sale of Goods, the application of which is expressly excluded. **BY ACCESSING THIS SITE, YOU HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH ANY CLAIMS YOU MAY ALLEGE AGAINST EDP. FURTHER, YOU AGREE THAT IN CONNECTION WITH ANY CLAIMS YOU MAY ALLEGE AGAINST EDP, YOU WILL NOT PURSUE A CLAIM AS A CLASS ACTION OR PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION, NOR MAY SUCH CLAIMS BE PURSUED ON YOUR BEHALF IN ANY COURT, INCLUDING ASSIGNED CLAIMS.** You acknowledge that EDP has set its prices, entered into these Terms of Use and has made this website (including the software and products available on this website) available in reliance on the terms in this paragraph, and that the terms in this paragraph form an essential basis of the bargain between the parties.

**Changes.** We reserve the right to make changes, modify, amend, delete, update, suspend, withdraw or discontinue, permanently or temporarily, this website or any portion of this website, without any notice. You agree that we will not be liable to you or to any third party for any modification, amendment, deletion, update, suspension, withdrawal, revision, change or discontinuance of this website or any part of this website. We reserve the right to update or modify these terms at any time without notice to you by updating this posting. By entering this website, you acknowledge and agree that you will be bound by any and all such revisions. We suggest periodically visiting this page of the website to review these terms and conditions. We are under no obligation to modify or update this website or its content.

**Access.** You agree that we may, in our sole and absolute discretion, restrict or terminate your use or access to this website (or any part of this website) for any reason including, without limitation, that we believe you have (or may have) violated or acted inconsistently with the spirit or letter of these terms of use.

**Intellectual Property.** All content on this website is our exclusive property and other third party owners. All content on this website is protected by United States and international copyright and other laws and cannot be copied, reproduced or altered without express, prior written consent of the respective owners. You acknowledge and agree that this website may contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except for the limited license contained in these terms of use, nothing in these terms of use grants or should be construed to grant any licenses or rights, by implication, estoppel or otherwise, under copyright or other intellectual property rights. As between you and us, you agree that all right, title and interest (including all copyrights, trademarks, tradenames, service marks, patents and other intellectual property rights) in this website and its content belong to us, or our licensors, as applicable. No part of the materials including names, graphics, pictures, images, icons, logos or other marks available in this site may be copied, photocopied, reproduced, altered, translated or reduced to any electronic medium or machine-readable form, in whole or in part, without specific, prior written permission. Except as expressly authorized by us, you further agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this website, in whole or in part. We reserve all copyright, trademark, trade name and other intellectual property rights.

**Third-Party Intellectual Property.** Other company, product and service names mentioned in this website are or may be trademarks, tradenames and/or service marks of their respective owners. We are not associated with, sponsored by, endorsed by or otherwise affiliated with any such third party trademarks, tradenames and/or services marks. Our use of any such third party trademarks, tradenames and/or service marks is non-competitive, non-confusing and in good faith compliance with all applicable trademark and other laws.

**Limited License.** You are granted a non-exclusive, non-transferable, revocable license (1) to access and use this website strictly in accordance with these Terms of Use; (2) to use this website only for internal, personal, non-commercial purposes; and (3) to print out discrete information and search results from this website solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other notices contained therein. Your license to access and use this website and its services are subject to the following additional restrictions and prohibitions on use. You may not (1) copy, print (except for the express limited purpose permitted in the first sentence of this section), republish, display, transmit, distribute, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of this website, or any information or materials retrieved therefrom; (2) use this website or any other materials from this website to develop, or as a component of, an information storage and retrieval system, database, or similar information resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (3) create compilations or derivative works of this website or any other materials from this website; (4) use this website or any other materials from this website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (5) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in this website; (6) make any portion of this website Site available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future, without our express written consent; (7) remove, disable, defeat or change any functionality or appearance of this website; (8) decompile, disassemble or reverse engineer any website software or use any network monitoring or discovery software to determine the website architecture; (9) use any automatic or manual process to harvest information from this website; (10)

use this website for the purpose of gathering information for or transmitting (a) unsolicited commercial email; (b) email that makes use of our name or trademarks, including in connection with invalid or forged headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (c) unsolicited telephone calls or facsimile transmissions; (11) use this website in a manner that violates any state or federal law regulating commercial email, facsimile transmissions or telephone solicitations; and (12) export or re-export this website or any portion thereof, or any software available on or through this website, in violation of the export control laws and regulations of the United States.

**Compliance with Export Laws.** Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Use of the website, software and products may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data to parties identified on such lists; (b) agree not to use the website, software or products for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to acquire, ship, transfer, export, re-export any product to proscribed or embargoed countries or their nationals; and (d) agree not to transfer, export, ship, re-export, upload, or post any product in violation of U.S. or other applicable export or import laws.

**Personal Use.** This website is available for your own personal use on your own behalf.

**Hold Harmless.** You agree to defend, indemnify and hold harmless EDP, its officers, directors, shareholders, employees, contractors, agents, representatives, predecessors, successors in interest, subsidiaries and affiliates from and against any and all claims, demands, losses, liabilities, costs, and expenses (including attorneys' fees) relating in any way to (1) your use of this website, the software or the products, (2) any content you submit, post to or transmit to this website, (3) your violation of any law, statute, ordinance, code, rule or regulation, (4) your violation of these Terms of Use, or (5) your violation of any rights of a third-party.

**No Rule Of Strict Construction.** The language of this Agreement will be deemed to have been approved by both parties, and no rule of strict construction will be applied against either you or EDP.

**Severability.** Should any court determine that any provision of these Terms of Use is unreasonable or unenforceable, such provision will be reduced or deleted to the extent required to be enforceable and, as so reduced or deleted, will remain in full force and effect as provided herein to such extent as a court of competent jurisdiction determines to be reasonable under applicable law. All other provisions of these Terms of Use will nevertheless remain in full force and effect.

**No Waiver.** Nor failure or delay by EDP in exercising any right, power or remedy under these Terms of Use will constitute a waiver.

**Headings.** The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

**Your Account.** If you use this website, or use the software available on this website, or purchase any products available on this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. Further, you agree to accept full responsibility for all activities that occur under your account or password. You agree to notify EDP immediately of any unauthorized use of your account or any other breach of security. EDP will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by EDP or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

**Other Agreements.** Your use of software or your purchase of products available on this website may be subject to, and conditioned on, your acceptance of legal agreements in addition to these Terms of Use.

**Copyright Complaints.** We respect the copyrights of others. If you believe your work has been copied in a way that constitutes copyright infringement, please contact us.

**Privacy.** Please review our Privacy Policy to understand our privacy practices.

**ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED**

### **Refund Policy**

Due to the nature of our Document Products, no refund is available for Trusts or other document sets after the documents have been purchased. Subscription products must be cancelled prior to the Renewal Date. Renewal purchases may be charged to the credit card on file. If you experience technical problems accessing a download or using the item you purchased, we are happy to help you troubleshoot the problem.