

MyEstatePlanUSA Terms of Use

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

By using the MyEstatePlanUSA.com, LLC. website (the "Site") or any MyEstatePlanUSA applications or application plug-ins ("Applications"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control 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 MyEstatePlanUSA.com, LLC. and "Services" refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. 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 Care Center.

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 MyEstatePlanUSA Terms of Service and Privacy Policy, each of which is incorporated herein by reference.

MyEstatePlanUSA.com 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 MyEstatePlanUSA software. MyEstatePlanUSA 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 MyEstatePlanUSA 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. MyEstatePlanUSA is not a law firm and may not perform services performed by an attorney. MyEstatePlanUSA and its Services are not substitutes for the advice or services of *an* attorney.

MyEstatePlanUSA strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, MyEstatePlanUSA 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 MyEstatePlanUSA 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, MyEstatePlanUSA may perform certain attorney access services and introduce our visitors to attorneys through various methods, including but not limited to (i) legal plans, (ii) third party attorney directory listings, and (iii) third party limited scope agreements. At no time is an attorney-client relationship fostered or created with MyEstatePlanUSA through the performance of any such services.

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

Privacy Policy. MyEstatePlanUSA respects your privacy and permits you to control the treatment of your personal information. A complete statement of MyEstatePlanUSA's current Privacy Policy can be found under the Terms and Conditions tab on the Home Page menu. MyEstatePlanUSA's Privacy Policy is expressly incorporated into this Agreement by reference.

When you open an account to 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 will 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 MyEstatePlanUSA immediately of any unauthorized use of your account, user name or password. MyEstatePlanUSA 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 MyEstatePlanUSA, 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 MyEstatePlanUSA 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 MyEstatePlanUSA a worldwide, royalty-free, nonexclusive, and fully sublicensable 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 MyEstatePlanUSA at any time by removing your personal information from the applicable service.

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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 emailing us at customercare@myestateplanusa.com. In the unlikely event that the MyEstatePlanUSA Customer Care is unable to resolve your complaint to your satisfaction (or if MyEstatePlanUSA 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, MyEstatePlanUSA will pay all costs of the arbitration. Moreover, in arbitration you may recover attorney's fees from MyEstatePlanUSA to the same extent or more as you would in court. Under certain circumstances (as explained below),

MyEstatePlanUSA 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 MyEstatePlanUSA offered you to settle the dispute.

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

Arbitration Agreement

MyEstatePlanUSA 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 "MyEstatePlanUSA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, 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.

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 MyEstatePlanUSA 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.

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 MyEstatePlanUSA should be addressed to: Notice of Dispute, General Counsel, MyEstatePlanUSA .com, LLC., 67 S. Higley Road, Suite 103, Gilbert, AZ 85296 (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 MyEstatePlanUSA and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or MyEstatePlanUSA may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by MyEstatePlanUSA or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or MyEstatePlanUSA is entitled.

After MyEstatePlanUSA 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, MyEstatePlanUSA 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 AM. The AAA Rules are available online at www.adr.org. The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except those issues relating to the scope, enforceability, and interpretation of the arbitration provision, and the scope, enforceability and interpretation of injunctive relief and class action claims are for the court to decide. Unless MyEstatePlanUSA and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your contact address. 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 MyEstatePlanUSA was a party. Except as otherwise provided for herein, MyEstatePlanUSA 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 MyEstatePlanUSA 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.

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 MyEstatePlanUSA's last written settlement offer made before an arbitrator was selected, then MyEstatePlanUSA 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 MyEstatePlanUSA 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 MyEstatePlanUSA 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 MyEstatePlanUSA's settlement offer.

The right to attorney's fees and expenses discussed previously 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 MyEstatePlanUSA may have a right to an award of attorney's fees and expenses if it prevails in an arbitration proceeding, MyEstatePlanUSA will not seek such an award.

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 MyEstatePlanUSA 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 MyEstatePlanUSA 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.

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.

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,

Additional Terms. Some MyEstatePlanUSA 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.

Reviews, Comments, Communications, and Other Content. At various locations on the Site or through Applications, MyEstatePlanUSA may permit visitors to post ratings, reviews, comments, and other content (the "User Content"). Contributions to, access to and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms of Use.

Rights and Responsibilities of MyEstateplanUSA.

MyEstatePlanUSA is not the publisher or author of the User Content. MyEstatePlanUSA takes no responsibility and assumes no liability for any content posted by you or any third party.

Although we cannot make an absolute guarantee of system security, MyEstatePlanUSA takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email for help.

If MyEstatePlanUSA's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, MyEstatePlanUSA reserves the right to delete those files or to stop those processes. If the MyEstatePlanUSA technical staff suspects a user name is being used by someone who is not authorized by the proper user, MyEstatePlanUSA may temporarily disable that user's access in order to preserve system security. In all such cases, MyEstatePlanUSA will contact the member as soon as possible.

MyEstatePlanUSA has the right (but not the obligation), in our sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location or otherwise change any User Content.

Rights and Responsibilities of MyEstatePlanUSA Users or Other Posters of User Content.

You are legally and ethically responsible for any User Content including writings, files, pictures or any other work that you post or transmit using any MyEstatePlanUSA service that allows interaction or dissemination of information. In posting User Content, you agree that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;

- that infringes anyone's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Please see Compliance with Intellectual Property Laws below;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising). Please see Compliance with Export Restrictions below;
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation. Please see Inappropriate Content below;
- that includes advertisements, Spam, or content for which you were compensated or granted any consideration by any third party;
- that includes information that references other websites, addresses, email addresses, phone numbers, or other contact information;
- that contains any computer virus, worms, or other potentially damaging computer programs or files;
- that otherwise violates these Terms of Use.

Under United States federal law, you retain copyright on all works you create and post as User Content, unless you choose specifically to renounce it. In posting a work as User Content, you authorize other members who have access to that service to make personal and customary use of the work, including creating links or reposting, but not otherwise to reproduce or disseminate it unless you give permission for such dissemination.

You grant MyEstatePlanUSA a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to you. You have the right to remove any of your works from User Content at any time.

You are not required to provide your real name when signing up as a user of MyEstatePlanUSA. MyEstatePlanUSA permits anonymous or pseudonymous accounts. Any user may request that such member's email address be hidden to provide for additional privacy.

Ratings and reviews will generally be posted in two to four business days.

By submitting your email address in connection with your rating and review, you agree that MyEstatePlanUSA may use your email address to contact you about the status of your review and other administrative purposes.

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, MyEstatePlanUSA 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.

MyEstatePlanUSA makes no warranty that: (1) The site, applications or the materials will meet your requirements; (2) The site, applications or the materials will be available on an uninterrupted, timely, secure or error free basis; (3) 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 (4) 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. MyEstatePlanUSA 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.

Notwithstanding the above, MyEstatePlanUSA, offers a 90 day Moneyback Guarantee, the terms of which are available [here](#).

Limitation of Liability and Indemnification. Except as prohibited by law, you will hold MyEstatePlanUSA and its officers, directors, employees, specialists and agents, harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorney's 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 MyEstatePlanUSA has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of MyEstatePlanUSA, 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 you.

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Compliance with Intellectual Property Laws. When accessing MyEstatePlanUSA or using the MyEstatePlanUSA legal document preparation Service, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your MyEstatePlanUSA user account.

MyEstatePlanUSA has adopted a policy that provides for the immediate removal of any content, article or materials that have infringed on the rights of MyEstatePlanUSA or of a third party or that violate intellectual property rights generally. MyEstatePlanUSA's policy is to remove such infringing content or materials and investigate such allegations immediately.

Copyright Infringement:

Notice. MyEstatePlanUSA has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed the rights of the Company or of a third party, or otherwise violated any intellectual laws or regulations. The Company's policy is to act expeditiously upon receipt of proper notification of claimed copyright infringement to remove or disable access to the allegedly infringing content. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

Copyright Agent
c/o MyEstatePlanUSA .com, LLC.
67 S. Higley Road Suite 103-216
Gilbert, AZ 85296

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Inappropriate Content. When accessing the Site, any Applications, or using MyEstatePlanUSA's Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (a) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. MyEstatePlanUSA reserves the right to terminate or delete such material from its servers. MyEstatePlanUSA will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

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