



Terms of Service

1. In these Terms of Service (“Terms”), the word “Trustate” refers to Trustate Corporation, a Delaware Corporation, the words “I,” “me,” “my” and “myself” refer to each person or entity that is a customer of Trustate, each visitor to this website, or user of any applications or application plug-ins created by Trustate, and “Services” refers to all services provided by Trustate, and the words “we,” “us” and “our” refer to both Trustate and me.

2. **I understand and agree that Trustate 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 Trustate.**

3. **If, prior to my purchase, I believe that Trustate 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.**

4. **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 Trustate Arbitration Agreement, contained in Paragraph 13 of these Terms.**

5. I UNDERSTAND THAT THE TRUSTATE 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, WHERE APPLICABLE, AND AGREE TO BE SOLELY RESPONSIBLE FOR THE FINAL DOCUMENT(S) PRODUCED AND USED BY ME.

6. **Payment.** I agree to pay fees to Trustate as specified in my Purchase Order (the “Fees”), attached hereto, for all Services provided by Trustate under this Agreement. If I am paying Fees by credit card or ACH, I authorize Trustate to charge my credit card or bank account for all Fees payable to Trustate at the time(s) they accrue. I further authorize Trustate to use a third party to process payments, and consent to the disclosure of my payment information to such third party. If I am paying by invoice, Trustate will invoice me no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Purchase Order. I will keep my contact information, billing information and credit card or bank account information (where applicable) up to date. All payment obligations are non-cancelable, and all amounts paid are non-refundable, except as specifically provided for in these Terms. All fees are exclusive of

taxes, which Trustate will charge as applicable. I agree to pay any taxes applicable to the sale and my use of the Service.

7. **Installment Plan.**

- a. **Notice of Automatic Billing.** Trustate may send a reminder email to the email address of record for my account before my Installment Billing Dates. I acknowledge and agree that this notice is provided as a courtesy only, and Trustate is not obligated or required to provide such notice. I acknowledge and agree that (i) my failure to read, (ii) my inability to receive, or (iii) the failure of Trustate to send the email does not create any liability on the part of Trustate or any third-party service provider.
- b. **Disputed Charges.** I understand that if I dispute a charge to my account, I should contact the Trustate Customer Care Center immediately at info@mytrustate.com and Trustate will investigate the matter.
- c. **Account Information.** I agree to notify Trustate immediately of any changes to my bank account number, credit card number, its expiration date, and/or my billing address, or if my credit card expires or is cancelled for any reason. I understand that if my failure to provide Trustate with accurate, complete, and current information results in delinquent payments, Trustate reserves the right to terminate service and access to service benefits 40 days after a missed installment payment and may restrict my ability to purchase other Trustate products, report information about this delinquency to credit bureaus, and/or pursue further collection efforts.
- d. **Cancellation.** Should I choose to cancel my Trustate membership, service, and/or subscription, I agree that any money that I have paid to Trustate during the course of my membership, service and/or subscription shall be non-refundable. With respect to Trustate Estate Settlement Services, should I cancel my Trustate Estate Settlement Service prior to the end of the Subscription Term but after 90 days from the date of purchase, I agree that I shall be responsible for one-half of the estimated Fees upon cancellation. Should I cancel my Trustate Estate Settlement Service prior to the end of the Subscription Term but after 9 months from the date of death of the Decedent, I agree that I shall be responsible for all of the Fees associated with my Purchase Order upon cancellation.

8. **Accuracy of Information.** To the best of my knowledge, I have provided accurate information to Trustate.

9. **Electronic Records and Signatures.** I give Trustate consent to affix my electronic signature where required to file my documents and/or to correspond with third parties on my behalf, so long as I am notified and specifically agree to such filing and/or correspondence. I understand I may withdraw my consent, provided my documents have not already been filed, by contacting the Trustate Customer Care Center immediately at info@mytrustate.com.

10. **Limitation of Liability and Indemnification.** EXCEPT AS PROHIBITED BY LAW, I WILL HOLD TRUSTATE 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 TRUSTATE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF TRUSTATE, 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.

11. **Terms of Use.** I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms and in agreeing to these Terms, I acknowledge that I have read and agree to those Terms of Use, which are incorporated herein by reference.

12. **Privacy Policy.** I understand that the Site's general Privacy Policy also applies to these Terms and in agreeing to these Terms, I acknowledge that I have read and agree to the Privacy Policy, which is incorporated herein by reference.

13. **Third Party Services.** A "third party" is anyone other than Trustate and me. If I purchased a Trustate service offering that involves third party services, I understand that I may be required to accept additional terms located on the third party's site and pay additional fees for third party services rendered to me. The third party may contact me by email and/or phone with instructions on how to access my benefits. TRUSTATE HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AS PART OF ANY THIRD PARTY SERVICES. TRUSTATE 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 TRUSTATE AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE TRUSTATE SITE.

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

15. **Abandoned Orders.** I understand that, other than as required by applicable law, I shall have no right to cancel, request a cash refund or obtain credit for any undelivered order after 120 days have elapsed from the purchase date unless Trustate is at fault. All itemization of fees are displayed for convenience only. Both parties acknowledge that Trustate 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 Trustate for reimbursement of our commitment to service this order.

16. **Suspended Accounts.** If Trustate 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 Trustate, 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 Trustate disables my account, I understand that, absent a subpoena or court order, no information about my account will be provided to anyone outside Trustate, including me or any authorized contact, until the investigation is complete. Additionally, I understand that Trustate, 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 Trustate will not be liable for any delays caused by these policies and procedures.

17. **DISPUTE RESOLUTION BY BINDING ARBITRATION.**

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing info@mytrustate.com. **In the unlikely event that our Customer Care Center is unable to resolve your complaint to your satisfaction, or, if Trustate 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 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.** In arbitration you may recover attorney's fees from Trustate to the same extent or more as you would in court. The arbitrator shall apply the same limitations period that would apply in court.

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

Arbitration Agreement:

- a. Trustate and I 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:

- i. 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;
- ii. claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- iii. claims that are currently the subject of purported class action litigation in which I am not a member of a certified class; and
- iv. claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to “Trustate,” “I,” “me,” “my,” “we” and “us” include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, 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 my bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Trustate on my behalf and vice versa. **I agree that, by entering into these Terms, Trustate and I 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.

- b. 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 Trustate should be addressed to: P.O. Box 7134, Ellicott City, Maryland 21042 (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 Trustate and I do not reach an agreement to resolve the claim within 30 days after the Notice is received, Trustate or I may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Trustate or me shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Trustate or I am entitled.
- c. The arbitration will be governed by the Consumer Arbitration Rules (the “AAA Rules”) of the American Arbitration Association, 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. 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 are for a court to decide. Unless Trustate and I agree otherwise, any arbitration hearings will take place in the county (or parish) of Trustate's contact address. 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 Trustate was a party.

- d. I may not recover duplicative awards of attorney's fees or costs.
- e. 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. TRUSTATE AND I AGREE THAT WE MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN OUR 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 Trustate and I agree otherwise, the arbitrator may not consolidate more than one party'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 I 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.
- f. 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.
- g. 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 me, and shall not be effective as to disputes which arose prior to the date of termination.

18. Filing Fees/Delivery and Shipping Fees.

- a. Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, postage, shipping fees, courier fees and other transactional fees incurred on my behalf by Trustate.
- b. I understand that Trustate uses a variety of methods to deliver finished products. For products delivered via physical shipment, I understand that Trustate 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 Trustate 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 Trustate to the carrier chosen for the delivery of my order. It may include, in addition to the fees paid to the carrier, Trustate 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. I understand that I may access my product by logging in to My Account.

19. **Forms.** If you have used a Form from Trustate as part of the services you purchased, the following provisions apply to you:

- a. **License.** I agree and understand that Trustate grants me a nonexclusive, nontransferable worldwide right to use the form(s) provided as part of the service I purchased. This license allows me to access, download, use, and edit such form(s) for my personal use. I will not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make available to any third party the form(s); or (ii) modify, reproduce, reverse engineer, or make derivative works based on, referring to, or exploiting the form(s) or its source code, except for modifications to the forms for my personal use. All rights not expressly granted to me are reserved by Trustate and its licensors.
- b. **No Guarantee.** Trustate does not guarantee that any Form provided is suitable for a particular purpose, or that any Form provided is accurate, reliable, complete or timely. The Forms provided are for information purposes only, and should not be relied upon as legal advice.

20. **Reviews.** After my purchase, I may receive an email survey request from Trustate. I may also write a review on the Site. If I complete the survey or submit a review, my opinion may be posted, in whole or in part, on the Site or used in marketing material. The review may be accompanied by limited identifying information, such as my first name and last initial, the product I purchased, my gender, city and/or state, and age range.

21. **Access to World Wide Web; Internet Delays.** To use Trustate 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 Trustate services may be limited or delayed based on problems inherent in the use of Internet and electronic communications. I understand that Trustate is not responsible for delays, delivery failures, or other damage resulting from such problems.

22. **Force Majeure.** Trustate shall not be considered in breach of or default under these Terms 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, pandemic 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, Trustate may immediately terminate these Terms and shall have no liability to me for or as a result of any such termination.

23. **Right to refuse.** I acknowledge that Trustate reserves the right to refuse service to anyone.

24. **Severability.** If any provision of these Terms is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of these Terms shall remain operative and binding on Trustate and me.

25. I acknowledge that Trustate is not a registered or bonded legal document assistant under California Business and Profession Code, sections 6400 *et seq.*

26. 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.