

MyEstatePlanUSA Terms of Service

1. I understand and agree that MyEstatePlanUSA is not a law firm or an attorney, may not perform services performed by an attorney, and is not the 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 MyEstatePlanUSA.
2. If, prior to my purchase, I believe that MyEstatePlanUSA gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.
3. 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 MyEstatePlanUSA Arbitration Agreement, contained in Paragraph 13 of these Terms of Service.
4. I understand that the MyEstatePlanUSA 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 and agree to be solely responsible for the final document(s).
5. **Limitation of Liability and Indemnification.** Except as prohibited by law, I will hold 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 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 initiated), whether in an action or 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 this agreement by any violation by me 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 me.
6. **Terms of Use.** I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and in agreeing to these Terms of Service, I acknowledge that I have read and agree to those Terms of Use, which are incorporated herein by reference.
7. **Additional MyEstatePlanUSA Terms.** I understand that my purchase may be subject to additional terms and conditions. I understand that MyEstatePlanUSA services, including, but not limited to Estate Planning Documents are subject to the Supplemental Terms of Service, if applicable, and I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.
8. **Third Party Services.** If I purchased a product that involves third party Services, I understand that I may be required to accept additional terms located on the third party's site. The third party may contact me by email and/or phone with instructions on how to access my benefits.
9. **Future Products and Services.** If I choose to add a product or service to my order subsequent to this initial purchase, these Terms of Service will apply to that additional product or service purchase as well.
10. **Abandoned Orders.** My purchase allows me to create my own legal documents. I understand that, other than as required by applicable law, I shall have no right to cancel, request a cash refund or obtain store credit for any undelivered order after 120 days have elapsed from the purchase date unless MyEstatePlanUSA is at fault. All itemization of fees are displayed for convenience only. Delivered orders shall be governed by the MyEstatePlanUSA Moneyback Guarantee. Both parties acknowledge that MyEstatePlanUSA 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 MyEstatePlanUSA for reimbursement of our commitment to service this order.
11. **Exchanges.** I understand that I may request an exchange of one product for a different product and complete a replacement order within 60 days of my purchase. The purchase price of the original item, less any filing fees, taxes or other third-party costs, will be credited to my MyEstatePlanUSA account. Any price difference between the original order and the replacement order or, if a replacement order is not completed within 60 days of purchase, the full original purchase price (in each case less any filing fees, taxes or other third-party costs) will be credited to my original form of payment. If I paid for my original order by check, I understand that MyEstatePlanUSA will mail a check for the applicable amount to my billing address.
12. **Suspended Accounts.** If MyEstatePlanUSA 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 MyEstatePlanUSA, 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 MyEstatePlanUSA disables my account, I understand that, absent a subpoena or court order, no information about my account will be provided to anyone outside MyEstatePlanUSA, including me or any authorized contact, until the investigation is complete. Additionally, I understand that MyEstatePlanUSA, 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 MyEstatePlanUSA will not be liable for any delays caused by these policies and procedures.
13. **DISPUTE RESOLUTION BY BINDING ARBITRATION.** Please read this carefully. It affects your rights. Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing us at customercare@myestateplanusa.com. In the unlikely event that the MyEstatePlanUSA Customer Care Center 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 arbitrators 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's offered you to settle the dispute.

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

Arbitration Agreement:

(a) 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, specialists, 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.

(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 MyEstatePlanUSA should be addressed to: Notice of Dispute, MyEstatePlanUSA, LLC., 67 S. Higley Rd., Suite 103-216, 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.

You may download or copy a form to initiate arbitration from the AAA website at <http://www.adr.org>.

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 "MA Rules") of the American Arbitration Association (the "MA"), as modified by these Terms, and will be administered by the AM. The AM 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 and the scope, enforceability, and interpretation of paragraph (f) 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 AM 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 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'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 MyEstatePlanUSA's settlement offer.

(b) 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 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").

The right to attorney's fees and expenses discussed in the paragraph above, 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.

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.

14. Default. If my credit card is declined, I agree that MyEstatePlanUSA may make up to five attempts to bill that card over a 30 day period.

Disputed Charges. I understand that if I dispute a charge to my credit card, I should email customercare@myestateplanusa.com immediately and MyEstatePlanUSA will investigate the matter.

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

16. Delivery. I understand that MyEstatePlanUSA uses a variety of methods to deliver finished products. For products delivered via physical shipment, I understand that MyEstatePlanUSA 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 MyEstatePlanUSA 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 MyEstatePlanUSA to the carrier chosen for the delivery of my order. It may include, in addition to the fees paid to the carrier, MyEstatePlanUSA 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.

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

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

19. Right to refuse. I acknowledge that MyEstatePlanUSA reserves the right to refuse service to anyone.

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

Disclaimer: Communications between you and MyEstatePlanUSA are protected by our Privacy Policy but not by the attorney-client privilege or as work product. MyEstatePlanUSA provides access to independent attorneys and self-help services at your specific direction. We are not a law firm or a substitute for an attorney or law firm. We cannot provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms or strategies. Your access to the website is subject to our Terms and Conditions.

Terms of Service updated May 1, 2015.

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