

Estate⁺⁺ User Agreement effective 05/14/2009

The following User Agreement ("Agreement") governs the use of Estate⁺⁺. Please read the rules contained in this Agreement carefully. You can access this Agreement at any time by clicking on "User Agreement" at the bottom of every page of this Site. If you cannot agree with these rules, please do not use this Site.

These terms may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of the Site by you will constitute your acceptance of any changes or revisions to the Agreement.

Membership Restrictions

By subscribing to Estate⁺⁺, you become a "Member" of "Estate⁺⁺". Subscriptions include paid services and services offered on a free trial promotional basis, including free membership accounts. If you subscribe to Estate⁺⁺ on behalf of an employer, then that employer is also considered to be a Member. If you are granted shared access (as a Read-Only user or Full-Access user) by a member then you are also considered to be a member. Estate⁺⁺ offers these services to you, the Member, conditioned on your agreement to adhere to the following User Agreement without modification of any kind. For this User Agreement the term "Leased Software" is defined as any software created by Vaulting Systems International used as part of a member subscription to Estate⁺⁺.

The Member agrees that it shall not, without the express written consent of Estate⁺⁺:

- Disassemble or reverse engineer the Leased Software
- Translate or migrate the Leased Software into another format, language, or hardware platform
- Make the Leased Software available to anyone other than users previously agreed to by Vaulting Systems International
- License, sublicense, sell, transfer, publish, distribute, re-release, lend, electronically transfer or communicate use in a network time-sharing arrangement, interactive cable television, computer service business, multiple CPU environment or multiple arrangement, or otherwise make available or grant rights in the Leased Software
- Alter or remove any copyright notices on the Leased Software
- Transfer the Leased Software in violation of this Agreement or applicable laws
- Develop any competitive products, either individually or through an employer
- Disclose or use any trade or Proprietary Information contained in the aforementioned Leased Software
- Transfer user privileges between employees
- Transfer user privileges to any agent, representative, consultant, officer, director, shareholder, parent organization, subsidiary organization, third party or any other person or entity
- The Member agrees that the "Estate⁺⁺" name and services are proprietary information and property of Vaulting Systems International, its suppliers and/or affiliates and are protected by copyright, trademark, trade name and other proprietary rights.

Your membership only allows you to use our services subject to the express limitations and restrictions provided for in this User Agreement. The Membership Restrictions and Proprietary Rights described herein survive any termination of this User Agreement and/or Member's Membership.

Terms of Service

The term of your membership is based upon the agreed upon term and shall automatically renew for indefinite successive renewal terms for the same period as the initial term unless terminated by you or Estate⁺⁺. However, if you accept a special introductory promotional offer for a membership, then at the conclusion of the specific initial term of the special introductory promotional offer term, the membership shall automatically renew for indefinite successive renewal terms at the then prevailing regular published rate at time of renewal until terminated in accordance with the provisions of this User Agreement. If you register for a free trial, the initial term begins at the end of the free trial period, unless you cancel within the free trial period.

Termination of Service

Estate⁺⁺ reserves the right to cancel services to any Member at any time. You may cancel your subscriptions at any time. All fees due to Estate⁺⁺ up to the end of the then current term billing cycle at time of termination shall remain payable to Estate⁺⁺ unless otherwise specifically provided otherwise to you in a related specific promotional offer.

You may terminate the membership contract by one of following ways:

- By cancelling online through the website.
- By e-mailing a cancellation request to Vaulting Systems International at least five (5) days prior to the desired cancellation date.
- By telephoning a cancellation request to 704.942.7257 during business hours of 8am to 5pm EST Monday through Friday. A \$5 dollar service and processing fee will be applied for all cancellations processed via telephone.
- By mailing a cancellation request at least ten (10) days prior to the desired cancellation date to Vaulting Systems International , 4339 Castleton Road, Charlotte, NC 28211.

Use of Passwords and Challenge Questions/Answers

Your right to use this membership is personal to you and only you. You may not authorize others to use your membership, and you are responsible for all use by you and those you allow to use the site, including shared users that you create. You may not sub-license, transfer, sell or assign this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

You will be solely responsible for maintaining the confidentiality of your password and challenge questions/answers. You are solely responsible for all usage or activity on your membership including, but not limited to, use of the membership by any person who uses your login ID and password.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your ID, password or any sensitive personal information stored on the Site), you must promptly change your password and notify us of the problem by contacting us.

Use of the site by you

This membership is not intended for users under the age of 18 and we do not knowingly collect personally identifiable information from users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable information to us. Any information submitted by such users will not knowingly be used, posted or retained by us.

You may not place on the Site any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation. You agree to use the Site only for lawful purposes, and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any material you provide to the Site, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party of is posted with the permission of the owner(s) of such rights.

Material on the Site is for your personal use only. The Site contains copyrighted and other proprietary information. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Site, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Service Provider or the Site.

You agree not to disrupt, modify or interfere with the Site, or its associated software, hardware, and/or servers in any way, and you agree not to impede or interfere with others' use of the Site. You further agree not to alter or tamper with any information or materials on or associated with the Site.

Other than connecting to our Service Provider's servers by https requests using a Web browser, you may not attempt to gain access to our Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Site or otherwise.

You acknowledge that our Service Provider has not reviewed and does not endorse the content of all sites linked to/from the Site and is not responsible for the content or actions of any other sites linked to/from the Site. Your linking to any service or site is at your sole risk.

Use of material supplied by you

For information regarding use of the material and information you supply or communicate with the Site, please see our Privacy Policy.

Under no circumstances will we use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any of your data (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose unless authorized to do so. We will not view or inspect the electronic records you store in your account except to respond to legal process (such as subpoenas or court orders).

As soon as we are notified of your death or incapacity your account will be locked. Your data can no longer be changed in any way.

You are responsible for changes to your information or to the revocation or replacement of your legal document(s). By using our service to store your legal documents, you acknowledge that copies stored are valid copies of the original legal documents. You understand that Estate⁺⁺ and Vaulting Systems International do not provide medical or legal advice, and that you may cancel this service at any time.

No Medical Advice

The Estate⁺⁺ website is not intended to be a substitute for professional medical advice. Do not use information from the website to diagnose or treat a health condition or disease without consulting a qualified health care provider. Content on the website is not intended to be instructional for medical advice, diagnosis or treatment. The Content should not be considered complete, nor should it be relied on to suggest a course of treatment for a particular individual or as a substitute for consultations with qualified health professionals who are familiar with your individual medical needs. Should you have any health care related questions, please call or see your physician or other qualified health care provider promptly.

No Legal Advice

The materials on the publicly available sections of the Estate⁺⁺ website are for illustrative purposes only. Neither the entire website, nor any portions thereof are intended to serve as legal advice regarding any particular situation. Competent professional counsel should be consulted for any legal planning and advice. Each state's laws may include separate requirements for wills, trusts, advance directives, powers of attorney, and any other legal documents. Each page on this website is included with the understanding and agreement that neither the authors of same, nor employees of Vaulting Systems International are engaged in rendering legal services. If legal or other expert assistance is required, the services of a competent professional should be sought. The user assumes all responsibilities and obligations with respect to any decisions or advice made or given as a result of the use or reliance of any information found on the Estate⁺⁺ website.

Use of Telephone Numbers supplied by you

Our phone verification service sends one-time passwords to your cell phone in the form of a text message. When you opt-in for this service we require that you provide a valid cell phone number. This phone number is treated as confidential information and will not be used for any other purpose. Make sure to review your current text messaging plan with your cell phone provider. You may incur additional charges from your cell phone provider for receiving text messages.

Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against registrants who infringe the copyright rights of others.

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Vaulting Systems International by providing us with the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below.

1. A physical or electronic signature of 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 Service Provider to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For communications on other matters, please contact us.

Indemnification

You agree to indemnify us and our affiliates, employees, agents and representatives, and to hold them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Site, or from your breach of this Agreement, or from any such acts through your use of the Site.

Editing and Deletions

Under no circumstances will we ever edit, move, or delete any material contained in your account.

Additional Rules

We reserve the right to post, from time to time, additional rules of usage that apply to specific parts of the Site. Such additional rules will be posted in the relevant parts of the Site, and will be clearly identified. Your continued use of the Site constitutes your agreement to comply with these additional rules.

Consequences of Non-Compliance with User Agreement

At any time that Vaulting Systems International believes, in its sole discretion, that you have violated any term, condition, restriction, permitted use or limitation provided in this User Agreement, Vaulting Systems International may immediately terminate your membership and you agree that your sole remedy for such termination of your membership shall be to receive a pro-rata refund of the membership fee paid by you for the remaining days of the then current term of prepaid fees. Nothing stated herein shall limit Vaulting Systems International's right to pursue all claims and causes of action it may have against you for violating this User Agreement including, but not limited to, monetary damages, injunctive relief, attorney's fees and court costs.

Complying with legal process

We may accept and act on any legal process that we believe is valid, whether served in person, by mail or by electronic notification, at any of our locations. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Estate⁺⁺ account. We will not notify you of a grand jury subpoena affecting you or your Estate⁺⁺ account. Any fees or expenses (including attorney's fees and expenses) we incur in responding to any such legal process may be charged against any account you maintain with us. You understand that we may provide copies of electronic records in your Estate⁺⁺ account and our audit logs in response to legal process.

Limits on Our Liability and Obligations

Our aggregate liability to you, as a paid subscriber, under this Agreement is strictly limited to the actual loss you incurred or \$100.00, whichever is less. Our aggregate liability to you, as a free subscriber, under this Agreement is strictly limited to the actual loss you incurred or \$25.00, whichever is less. You understand and agree that we have priced the Service based on these limitations of liability, which is an important term of this Agreement.

If you reside in a state that does not permit this limitation of liability under applicable law and will not apply the law of North Carolina to this Agreement, then this limitation of liability does not apply to you. In no event will Vaulting Systems International or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages.

Longevity

In the unlikely event that Vaulting Systems International ceases operation of the Estate⁺⁺ website, our aggregate liability to you, as a subscriber, under this Agreement is to notify you 90 days in advance of termination of operation, so that you can offload data and possibly switch to another service. Once termination occurs the source code for the Estate⁺⁺ website will be released to SourceForge as an open source library, making it openly available to any venture willing to come in and restart the service.

Termination of Membership

Your failure to adhere to the terms specified in this User Agreement, including non-payment of services, may result in suspension or termination of your membership, including access to the Site, without notice.

We reserve the right to charge a fee for reactivation of your membership, including site access. This includes any and all situations where service was terminated either voluntarily or involuntarily.

We reserve the right to delete any of your data 30 days following the suspension or termination of your site access.

We reserve the right to terminate a free membership account at any time, for any reason.

Jurisdiction

We make no representation that materials on the Site are appropriate, available or legal in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of North Carolina applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Charlotte, North Carolina. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

We shall not be liable for delays in performing or failure to perform this Agreement or any obligations hereunder, which are directly attributable to causes beyond its reasonable control, including, but not limited to, acts of God, fires, strikes, labor disputes, war, acts or intervention by any governmental authority, failure of a common carrier, supplier, hardware, software, browser, or communications equipment, or network failure, congestion, or malfunction.

If you don't agree to the terms contained in this User Agreement, please exit this site immediately.