



GiftAttorney Pro Terms and Disclosure Agreement (for GiftAttorneys)

This Agreement ("Agreement") is a legally binding agreement between Crescendo Interactive, Inc., a California corporation ("Crescendo") which is the developer of the GiftLegacy website and the related CresWill and Online Wills Planner system, (collectively referred to as the "Wills Planner"), and a GiftAttorney which is more particularly described herein ("GiftAttorney"). By accepting this Agreement in click-wrap format, you agree to be bound by the terms and conditions contained herein.

1. Donor Account. An individual prospective "Donor" of the GiftLegacy User is permitted to create a password-protected account using the Wills Planner. The Donor may enter family and estate information in the Wills Planner, review estate planning information and videos. Crescendo maintains high standards of security, privacy and confidentiality with respect to Donor account information. The Donor account does not contain data fields designed or labeled to collect financial account information, any protected health information ("PHI") under HIPPA or credit card information subject to payment card industry ("PCI") standards. The Crescendo may elect to block access to the Wills Planner from certain individuals or countries for any reason, in Crescendo's sole discretion.

2. GiftAttorney Pro Requirements. A GiftAttorney is a licensed attorney who signs up to be listed in the GiftAttorney Database owned, operated and maintained by Crescendo, which database is accessible to charities across the country for donor referrals. If your name is added to the GiftAttorney Database you agree to be bound by these terms. A GiftAttorney must be an active member of the bar, licensed to practice law and in good standing in the state where the attorney's primary office is located. If, for any reason, a GiftAttorney has a change in status with their state bar, has been indicted, convicted or is under investigation for having committed a crime that could cause the GiftAttorney to be disciplined by a state bar, the GiftAttorney agrees that he or she will notify Crescendo Interactive immediately by calling 800-858-9154. If Crescendo becomes aware that a GiftAttorney no longer meets the requirements to be included in the GiftAttorney database, Crescendo may remove the individual without notice, in Crescendo's sole discretion. GiftAttorney Pro account is offered to qualified attorneys without cost. To enroll as a GiftAttorney, complete the online application form at www.giftattorney.com. Once you are verified as an attorney in good standing with a state bar association, Crescendo will send an activation email so you can access your GiftAttorney account at www.giftattorney.com. Crescendo reserves the right to remove any individual from the GiftAttorney database, in its sole discretion.

3. GiftAttorney as Independent Counsel. A GiftAttorney may receive requests from Donors to complete wills, trusts, powers of attorney for healthcare, living wills and other estate planning documents. A GiftAttorney is independent counsel and not endorsed by Crescendo. You agree that your professional conduct and representation of any GiftLegacy User or Donor will, at all times, comport with the highest level of confidentiality and integrity, consistent with your professional ethical obligations and, if necessary, that you will make proper disclosures to any parties as necessitated by any professional standards of conduct. GiftAttorney agrees to comply with appropriate privacy laws based on the residence of the Donor.

4. GiftAttorney Pro Account. The GiftAttorney shall receive a free subscription to CresLite software and ten (10) GiftCollege credits. GiftCollege is an online education tool provided by Crescendo. Additional GiftCollege credits are available for purchase.

5. Purpose. The GiftLegacy website and Wills Planner are to be used solely for educational purposes. Crescendo does not warrant any specific tax or estate planning results. All persons are advised to have qualified professional tax, legal or investment counsel to complete an estate plan and/or any planned gift. Except as specifically provided herein, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This agreement constitutes the entire agreement between the parties with respect to any equipment or services provided. This license agreement supersedes all prior statements, whether oral or written proposals.

6. Consumer Privacy Rights. Crescendo collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("Personal Information"). Crescendo shall not retain, use or disclose the Personal Information for any purpose other than for the specific purpose of performing the services set forth in Agreement or the direct business relationship between the Parties. The Parties agree to limit the collection, sale, or use of Personal Information disclosed, except as necessary to perform the Business Purpose for which Crescendo was retained. Crescendo certifies that it understands the restrictions of applicable state and federal privacy laws. Applicable state privacy laws include: the California Consumer Privacy Act, as amended by the California Privacy Rights Act; the Colorado Privacy Act; and other analogous privacy, data protection or related laws or regulations. In the event Crescendo receives an authenticated request from a Consumer related to the Consumer's Personal Information, Crescendo shall comply with such request. Consumer requests may be made, pursuant to applicable state and federal privacy laws, at any time by submitting an authenticated request on Crescendo's Privacy Rights request form (<https://www.crescendointeractive.com/misc/ccpa-request.html>) or by calling telephone number (800) 858-9154. Crescendo ensures all individuals responsible for handling privacy rights inquiries regarding Crescendo's privacy practices or Crescendo's compliance are trained in the legal requirements and how to direct consumers to exercise their rights. In the event that Provider's organization is an entity subject to such laws, Provider takes responsibility for its own actions in compliance.

7. LIMITATION OF DAMAGES. CRESCENDO SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY SORT WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INFORMATION, LOSS OF BUSINESS REVENUES, PROFITS OR CHARITABLE GIFTS, OR RELATED TO ANY BUSINESS INTERRUPTION) RESULTING FROM ANY USE, MISUSE OR DEFECT IN THE PRODUCTS LICENSED OR SERVICES PROVIDED HEREUNDER, EVEN IF CRESCENDO HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY IN SUCH CASES AND SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Rights of Use. The following trademarks, trade names and service marks are the valuable intellectual property of Crescendo Interactive, Inc. and may not be used by Subscriber without the prior express written authorization of Crescendo: "Crescendo Interactive" "Crescendo" "GiftLegacy" "GiftLaw" "GiftLaw Pro" "Provide and Protect" "GiftAttorney" "GiftCollege" "CresMobile" "Crescendo Pro" "CresPro" "Crescendo Estate" "CresEstate" "Crescendo Lite" "CresLite" "Crescendo Presents" "CresPrint" "Crescendo Plus" "Crescendo Pro-Plus-Presents" "Crescendo Admin" "Crescendo Software" "CresManager" "CresMobile" "CresLeader" "CresSurvey" "Cresi AI" "CresDonor" and all related logo and graphic designs and any other future trademarks, trade names and service marks owned by Crescendo. Nothing in this Agreement shall be construed to constitute any authorization of use of these trademarks, trade names or service marks.

9. CHANGES IN TERMS. Crescendo reserves the right to change the terms contained in this offer, without notice, at any time prior to acceptance of such offer by any potential GiftAttorney. After acceptance of these terms, Crescendo and GiftAttorney will be bound by the terms of this Agreement, except as the same may otherwise be changed in accordance with the terms contained herein.

== End of Terms ==

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