



GiftAttorney Pro Terms and Disclosure Agreement (for GiftLegacy Subscribers)

This Agreement ("Agreement") is a legal agreement between Crescendo Interactive, Inc. ("Crescendo"), a California corporation and developer of the GiftLegacy website and the "Wills Planner," and you as a GiftLegacy nonprofit user ("GiftLegacy Subscriber" or "GiftLegacy User"). By accepting the terms of this click-wrap agreement, you are agreeing to the following:

1. Donor Account. Visitors to GiftLegacy Subscriber's GiftLegacy planned giving website will be able to create a password-protected account to use the online Wills Planner feature if the same is enabled on the GiftLegacy site. Each such visitor, or "Donor" may enter family and estate planning related information into the Wills Planner, review estate planning information and videos and communicate with a Gift Planner. Crescendo engineers will maintain high standards of security, privacy and confidentiality with Donor information. Crescendo system engineers, the Donor and authorized GiftAttorneys or Gift Planners who specifically receive permission from the Donor will have viewing access to the Donor data. Access by Crescendo engineers shall be solely for the purpose of website and database maintenance.

2. Permission to Grant Access to Gift Planner. A Donor may at any time grant or revoke access to his or her account data to a Gift Planner. The Gift Planner who receives access permission may view the family and estate information for that Donor. If an organization has field staff, the Admin Gift Planner shall maintain and manage field staff accounts for any field staff personnel and if any field staff member ends employment with the GiftLegacy User, the Admin Gift Planner will take the necessary steps to deactivate that individual's account and any donor permissions, including notifying Crescendo to advise Crescendo that the field staff member has left employment. When that position is filled, the Admin Gift Planner may offer the opportunity to donors to grant access to Donor data to the new Gift Planner. These provisions relating to field staff account management are designed to protect the confidentiality and privacy related to Donor information.

3. Donor Privacy and Confidentiality. GiftLegacy User and its agents and employees will take all necessary steps to protect the confidentiality and privacy of any Donor information and will not: (1) share any login credentials, such as username and passwords, for the CresManager with coworkers or third parties (each account is designed for use by only a single user); (2) suggest to a Donor that the Donor use the Wills Planner to manage, save or maintain any Donor information that might constitute personally identifiable information or personal information under state law, such as bank or financial account information, driver's license or other identification information or protected health information. In order to maintain the confidentiality and privacy expectations of any Donor, GiftLegacy User agrees to adhere to the terms of the "GiftLegacy Wills Planner Disclosure and Account User Agreement (for Donors)" are hereby incorporated by reference and GiftLegacy User (referred therein as "Provider") agrees to the Provider obligations stated therein.

4. GiftAttorney Relationships. The Wills Planner system also includes access to GiftAttorney, a voluntary association of professional estate and tax planning attorneys whose expertise has been recognized by other charitable organizations leading to a GiftAttorney referral by a charity to the GiftAttorney network. GiftLegacy User is encouraged to refer qualified attorneys to the GiftAttorney program to help grow the network. The default settings for the Wills Planner component of the GiftLegacy website will include the ability for a GiftLegacy User to also make Gift Attorney referrals to their Donors. The GiftLegacy User may request that Crescendo disable the Gift Attorney feature, in which case, any reference to the Gift Attorney will not affect this Agreement so long as the Gift Attorney features remain disabled. Each Gift Planner is encouraged to develop relationships with one or more GiftAttorneys.

5. Gift Planner Account. The Gift Planner will have account access to donor PDF reports for his or her account, provided that the Donor has given the Gift Planner access. A Gift Planner will also have the ability to engage in periodic contact through the Wills Planner with each Donor.

6. GiftLegacy Website Modifications. Crescendo has no responsibility for any modifications to the GiftLegacy system initiated or approved by GiftLegacy User. Modification of the GiftLegacy website and eNewsletters is subject to the terms of the GiftLegacy Terms and Services, a license agreement between Crescendo and the GiftLegacy User. All GiftLegacy modified content is solely the responsibility of the GiftLegacy User and all responsibility for updating printed or web content shall be solely the responsibility of the GiftLegacy User. If any GiftLegacy website is modified in violation of that License, GiftLegacy assumes full responsibility for such modifications.

7. 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; Connecticut's Act Concerning Data Privacy and Online Monitoring; and the Virginia Consumer Data Protection Act. 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. While some states privacy laws exempt nonprofits, in the event that Provider's organization is an entity subject to such laws, Provider takes responsibility for its own actions in compliance.

8. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE: (A) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY SORT WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GIFTS, LOSS OF BUSINESS PROFITS, REVENUES, OR INFORMATION, OR FOR BUSINESS INTERRUPTION) RESULTING FROM DONOR'S USE OF THE PRODUCT, EVEN IF CRESCENDO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIM BY ANY PARTY OTHER THAN DONOR. IN THE EVENT OF A DEFECT IN SOFTWARE, THE DONOR OR GIFTLEGACY USER'S SOLE AND EXCLUSIVE REMEDY IS LIMITED TO REPLACEMENT VALUE OF ONE YEAR OF GIFTLEGACY SERVICE. 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 TO LICENSEE.

9. 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" "GiftAttorney" "GiftCollege" "CresMobile" "Crescendo Pro" "CresPro" "Crescendo Estate" "CresEstate" "Crescendo Lite" "CresLite" "Crescendo Presents" "Crescendo Plus" "Crescendo Pro-Plus-Presents" "Crescendo Admin" "Crescendo Software" "CresLeader" "CresSurvey" "CresDonor" "CresPrint" and all related logo and graphic designs. Nothing in this Agreement shall be construed to constitute any authorization of use of these trademarks, trade names or service marks.

== End of Terms ==



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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 online "Wills Planner" system, the GiftLegacy Subscriber (typically a nonprofit, hereafter referred to as "GiftLegacy User") and a GiftAttorney which is more particularly described herein ("GiftAttorney"). By accepting this Agreement in click-wrap format, you are agreeing 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 and communicate with a GiftAttorney or the gift planning staff of the GiftLegacy User (a "Gift Planner"). Crescendo engineers will maintain 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 any protected health information under HIPAA ("PHI") or credit card information subject to payment card industry ("PCI") standards. The Donor and authorized GiftAttorneys or Gift Planners who specifically receive permission from the Donor will be permitted to view the Donor financial and estate planning data. Crescendo may elect to block access to the Wills Planner from certain countries for any reason in Crescendo's sole discretion.

2. Permission to Grant Access to GiftAttorney. A Donor may at any time grant or revoke access to his or her account data to a Gift Planner or to a GiftAttorney. The GiftAttorney Pro user who receives access permission may view the selected information for that Donor. Each GiftLegacy User will select the list of GiftAttorney Pro users available to Donors on that organization's GiftLegacy website.

3. GiftAttorney Pro Requirements. A GiftAttorney is a licensed attorney who is referred to Crescendo by a GiftLegacy User as possessing good moral character and expertise in the legal field that would be of particular interest to a Donor (such as an estate planning or tax planning attorney) who also wishes 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 are considered to be a GiftAttorney and agree to be bound by these terms. A GiftAttorney must be an active member of the bar or otherwise 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. GiftAttorney Pro 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 to you with a temporary password so you can access your GiftAttorney account at www.giftattorney.com.

4. 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 may receive an appropriate fee for services rendered. 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.

5. GiftAttorney and Gift Planner Relationships. Upon registering as a GiftAttorney, you will be able to manage Wills Planner relationships including up to a maximum of five (5) relationships with GiftLegacy User organizations. This number may be increased in the future in the sole discretion of Crescendo.

6. GiftAttorney Pro Account. The GiftAttorney will have account access to donor PDF reports, provided that the Donor has first elected to share that information with the GiftAttorney. The GiftAttorney shall receive a free subscription to CresLite software and ten (10) GiftCollege credits (GiftCollege is an online education tool provided by Crescendo).

7. 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 indicated by GiftLegacy or CresLite software. All persons must have qualified professional tax, legal or investment counsel. 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 written or oral or written proposals.

8. 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; Connecticut's Act Concerning Data Privacy and Online Monitoring; and the Virginia Consumer Data Protection Act. 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. While some states privacy laws exempt nonprofits, in the event that Provider's organization is an entity subject to such laws, Provider takes responsibility for its own actions in compliance.

9. 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. IN THE EVENT OF ANY DEFECT, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE COST VALUE OF ONE YEAR OF CRESLITE SOFTWARE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

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Crescendo Interactive, Inc., 110 Camino Ruiz, Camarillo, CA 93012

p. 800-858-9154 f. 805-388-2483 web. www.crescendointeractive.com

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