

GiftAttorney Pro Terms and Services Disclosure and "GiftLegacy User" Agreement

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 User"). By selecting and clicking the "Yes" button, you are agreeing to be bound by the terms and conditions of this Agreement.

1. **Donor Account.** Each Donor is permitted to create a password-protected account. The Donor may enter family and estate information in 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 field staff accounts. If a field staff Gift Planner departs, his or her donor permissions are suspended. 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.
3. **GiftAttorney Relationships.** These relationships may occur through personal contact, through an ad in the GiftLaw eNewsletter or through the GiftLaw web site. If a GiftAttorney responds through GiftLaw, the Gift Planner for that GiftLegacy user will be suggested for a potential friend relationship with that GiftAttorney. The default settings for each Wills Planner component on the GiftLegacy website will include the ability for a GiftLegacy User to 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.
4. **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 options for periodic contact with his or her donors.
5. **GiftLegacy Web Site Modifications.** Crescendo has no responsibility for any modifications to the programs by any person other than Crescendo. Modification of the GiftLegacy web site and eNewsletters is permitted by the License 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 web site is modified in violation of that License, Crescendo hereby disclaims all responsibility for the performance of the modified program.
6. **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.

== End of Terms ==

Crescendo Interactive, Inc., 110 Camino Ruiz, Camarillo, CA 93012
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2. **Permission to Grant Access to GiftAttorney Pro.** A Donor may at any time grant or revoke access to his or her account data to a Gift Planner or to a GiftAttorney Pro. The GiftAttorney Pro user who receives access permission may view the selected information for that Donor. Each GiftLegacy Admin User will select the list of GiftAttorney Pro users available to Donors on that organization's GiftLegacy website.
3. **GiftAttorney Pro Requirements.** A GiftAttorney Pro member 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 in order to receive and maintain status as a GiftAttorney. GiftAttorney Pro is offered to qualified attorneys without cost. After completing the application form on GiftAttorney.com, the prospective GiftAttorney must download the Letter of Agreement and fax a signed copy on letterhead to Crescendo at 1-805-388-2483. After verifying that the applicant is an attorney in good standing with a state bar association, Crescendo will send an email with the initial GiftAttorney Pro password. Access to your GiftAttorney account is available at www.GiftAttorney.com.
4. **GiftAttorney as Independent Counsel.** GiftAttorneys may receive requests from Donors to complete wills, trusts, powers of attorney for healthcare, living wills and other estate planning documents. GiftAttorneys may receive an appropriate fee for services rendered. All GiftAttorneys with GiftLegacy clients shall provide independent counsel to those individuals. To emphasize and disclose that GiftAttorneys are fulfilling the traditional role of independent counsel, all GiftAttorneys shall have GiftLegacy clients sign a Disclosure and Waiver substantially similar to the document on the GiftAttorney website.
5. **GiftAttorney and Gift Planner Relationships.** Upon registering as a GiftAttorney, there will be an option to invite a Gift Planner to create a friend relationship with that GiftAttorney. The Gift Planner friend may make contact with the GiftAttorney, may refer donors to the GiftAttorney, may give the GiftAttorney Provide & Protect books for sharing with clients and may conduct Provide & Protect seminars with the GiftAttorney. Because both parties are intended to work closely together, a GiftAttorney is limited to a maximum of five friend relationships with GiftLegacy 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 given the GiftAttorney that right. A GiftAttorney will also have options for periodic contact with his or her donors. The GiftAttorney shall receive a subscription to Crescendo Estate software and ten GiftCollege credits.
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 Crescendo Estate. 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. **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 GIFTLAW SERVICE. 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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