



## ***GiftCollege Terms and Services Disclosure and Agreement***

This Agreement ("Agreement") is a legally binding agreement between Crescendo Interactive, Inc. ("Crescendo"), a California corporation and developer of GiftCollege, GiftLaw Pro, GiftLegacy and the Wills Planner, and you as a GiftCollege Account user ("User"). By selecting and clicking the "Yes" button, you are agreeing to be bound by the terms of this Agreement.

- 1. User Account.** User is permitted to create a password-protected account. GiftCollege is an online interactive planned gifts eLearning program but only if User is based in the United States, Canada or Mexico. Centered around Crescendo's [GiftLaw Pro](#) Charitable Giving Guide, GiftCollege provides webcasts along with reading assignments and online quizzes to test User's knowledge.
- 2. Webcasts.** Each GiftCollege webcast will cover two subchapters of [GiftLaw Pro](#), Crescendo's premier guide to planned giving. Webcasts are provided in a scheduled live stream webcast, as well as in an on demand format for User's convenience. Along with a webcast, a related reading assignment and an online quiz are provided for Users. Users who wish to pursue certification, as explained below, need to participate in all three components.
- 3. Participate in the Webcasts.** Participating in a webcast requires User to do three things: (1) complete a reading assignment in GiftLaw Pro; (2) watch the full webcast; and (3) satisfactorily complete a quiz based on the covered content.
- 4. GiftCollege Certification.** Certified Gift Planning Associate (CGPA) certification requires User to complete a total of 50 credits. To obtain a certification as a Certified Gift Planning Professional (CGPP), User must obtain 100 credits. In order to obtain a credit, the User must view a full webcast, read the subchapters of GiftLaw Pro and pass the quiz with a 70% passing grade. Users will be awarded one (1) credit toward the goal of becoming certified as a either CGPA or CGPP after the successful completion of each quiz.
- 5. Final Examination.** Once User has reached the required credits, User may take the timed final examination. The examination covers only material from the specific webcasts User watched. The exam must be proctored by a certified teacher and requires a \$150 processing fee. Exams become available once User has completed 50 credits towards the CGPA or 100 credits for the CGPP.
- 6. Purpose.** The GiftCollege website and GiftLaw Pro are to be used solely for educational purposes. Crescendo does not warrant, and hereby disclaims any and all warranties, related to any specific tax or estate planning results indicated by any aspect of GiftCollege or GiftLaw Pro. User acknowledges that Crescendo is not providing specific or individual tax, legal, financial or estate planning advice. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, CRESCENDO DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
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- 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. 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. Reservation of Rights.** Crescendo owns and reserves all of its rights to the following tradenames, trademarks and any materials and logos related thereto: "Crescendo Interactive" "Crescendo" "GiftLegacy" "GiftLaw" "GiftAttorney" "GiftCollege" "CresMobile" and "CresLite" together with other intellectual property and nothing contained in this Agreement grants User with any rights with respect to the use of the same.

== End of GiftCollege Terms ==

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