



GiftLegacy Wills Planner Disclosure and Account User Agreement (for Donors)

This Agreement ("Agreement") is a legal agreement between Crescendo Interactive, Inc. ("Crescendo"), a California corporation and developer of the GiftLegacy website and the related online "Wills Planner" system, the organization that is featured on this website that provides the Wills Planner account to its supporters, donors and friends ("Provider") and you as a supporter, donor or friend of the Provider who uses the Wills Planner to establish a Wills Planner account ("you" or "Donor"). By accepting the terms of this click-wrap agreement, you are agreeing to the following:

1. Donor Account. A Donor is permitted to use the online Wills Planner system ("System") to create a personal, password-protected Wills Planner account ("Account") accessible from Provider's GiftLegacy website. Using the System will allow Donor to enter family and estate information in anticipation of the creation of Donor's estate plan; review estate planning information located on Provider's GiftLegacy website; and communicate with gift planning staff employed by Provider ("Gift Planner") or a GiftAttorney described below. However, the Wills Planner is not designed to collect or maintain any sensitive personal Donor information, such as financial account information or personal health information, and Donor should refrain from including that kind of information in their Account. Crescendo system engineers will maintain the GiftLegacy website, System and Account using high standards of security, privacy and confidentiality. Crescendo reserves the right to periodically update the terms of this Agreement and terms of use for the System.

2. Permission to Grant Access to GiftAttorney.

A. Provider to Donor Sharing. Each Provider will have the capability to: (1) enable or disable the GiftAttorney functions described herein; and (2) establish and control a list of GiftAttorneys whose names can be shared with Donor through the System. If Provider enables the GiftAttorney functions, then: (1) Provider may modify, including adding or removing, a GiftAttorney from Provider's GiftAttorney list at any time; and (2) permit Provider's Donor to use the System to see Provider's GiftAttorney list.

B. Donor to GiftAttorney Sharing. At Donor's option, subject to Provider enabling the GiftAttorney functions, Donor may contact a GiftAttorney (from the list made available to Donor) for the purpose of allowing Donor to share his or her estate planning information and Account Data with the selected GiftAttorney. The objective of this sharing is to enable Donor to select a GiftAttorney to assist the Donor with the preparation and completion of the Donor's estate plan. The System is designed with the Donor's privacy and control in mind. Accordingly, Donor may, at any time: (1) contact one or more GiftAttorneys named on a list selected by Provider at any time; (2) elect to share Donor's estate planning information with a GiftAttorney; and/or (3) revoke the sharing of estate planning information with a GiftAttorney. By granting a GiftAttorney Account access, the Donor understands and agrees that their decision will allow the GiftAttorney to view the Donor's Account data (including family and estate planning information). If Provider disables the GiftAttorney component functions, those provisions contained herein which relate to GiftAttorney shall have no force and effect for as long as that functionality is disabled.

3. Permission to Grant Access to Gift Planner. In many cases, a Donor will have had previous conversations with a Gift Planner about the Donor's desire to include charitable giving in the Donor's estate plan. In such cases, Donor may wish to share information about their estate planning goals and objectives with the Gift Planner. The System is designed to allow Donor to also share this information with one or more Gift Planners of Donor's choosing. The Donor may use the System to: (1) share access to his or her Account data with a Gift Planner approved by Donor; and (2) revoke a Gift Planner's access to the Donor's Account data. If Provider employs more than one Gift Planner, access to Donor's Account data will only extend only to those Gift Planner(s) to whom Donor has specifically granted Account access. If Provider employs more than one Gift Planner, the Provider may designate "field staff" (a list of Gift Planners selected by Provider with whom Donor may grant Account access). If a designated Gift Planner ends his or her employment with Provider, that Gift Planner's access to the Donor Account will be suspended (Donor may grant Account access to another Gift Planner working for Provider).

4. Acknowledgement. Donor acknowledges and agrees that: (1) Crescendo engineers periodically access Crescendo servers to maintain the System's privacy and integrity; (2) Donor may, subject to the terms of this Agreement, grant access to Donor's Account with Gift Planner or a GiftAttorney (if this function is not disabled by Provider in accordance with Section 2 above); (3) Crescendo may share with Provider certain general statistical data derived from the creation of the Account (such as Donor's name) and aggregated statistical data for all Wills Planners Accounts which are established through Provider's GiftLegacy website; (4) Crescendo has reserved the right to periodically update the terms of this Agreement; and (5) in order to protect the confidentiality of Donor's personally identifiable information, Donor will not include or add any of the following into their Account: social security number, driver's license number, bank or other financial account numbers, account passwords, personal health information and any other information that Donor wishes to remain confidential.

5. Use of Website and System. The GiftLegacy website and Wills Planner are to be used solely for educational purposes. Neither Provider or Crescendo warrant any specific tax or estate planning results indicated by the GiftLegacy website or related content. Donor is hereby advised to use qualified professional tax, legal or investment counsel to complete their estate plan and/or any planned gift. Donor will not create an Account if Donor is a resident of the European Union. 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 Agreement supersedes all prior statements, whether written or oral, concerning the subject matter of this Agreement.

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. 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 must be completed on Crescendo's Privacy Rights request form page (<https://www.crescendointeractive.com/misc/ccpa-request.html>) or by calling telephone number (800) 858-9154. Crescendo shall ensure all individuals responsible for handling privacy rights inquiries regarding Crescendo's privacy practices or Crescendo's compliance will be trained in the legal requirements and how to direct consumers to exercise their rights. While most nonprofits are exempt from privacy law requirements, in the event that Licensee or Licensee's organization is an entity subject to such laws, Licensee and/or Licensee's organization are responsible for all actions in compliance.

7. LIMITATION ON LIABILITY. NEITHER CRESCENDO NOR PROVIDER SHALL BE LIABLE: (A) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT 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 SYSTEM, EVEN IF PROVIDER OR CRESCENDO HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIM BY ANY PARTY OTHER THAN DONOR. 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.

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 any party, including 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" 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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