



GiftLegacy CresWill - Online Wills Planner Disclosure and Account 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 related CresWill and "Online Wills Planner" (OWP) system ("System"), the organization featured on this website ("Subscriber"), which provides the user account to its supporters, donors and friends and you as a consumer who uses the System to establish a Wills Planner account ("you", "Consumer" or "User"). By accepting the terms of this click-wrap agreement, you agree to the following:

1. User Account. The System can be used to create a personal, password-protected Wills Planner account ("Account") accessible from Subscriber's GiftLegacy website. CresWill allows donors to input information such as personal and family details, assets, beneficiaries, executors and agents. CresWill then allows donors to generate a downloadable will. CresWill also allows donors to download a summary of their responses that can be provided to an attorney to aid in the preparation of a will and/or trust. Subscribers with a GiftLegacy 4.0 website may offer donors access to a printable-PDF Estate Planning Guide and an Online Wills Planner ("OWP"). The OWP is an online account portal that guides donors through considerations related to the creation of a complete estate plan. Donors may enter their information, including charitable bequests they would like to make and download a summary of their responses. The information is then provided to their attorney for the preparation of a will and/or trust. However, the Wills Planner is not designed to collect or maintain any sensitive personal information, such as financial account information or personal health information. Account users should refrain from including sensitive 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. Acknowledgement. User acknowledges and agrees that: (1) Crescendo engineers periodically access Crescendo servers to maintain the System's privacy and integrity; (2) Crescendo may share with Subscriber certain general statistical data derived from the creation of the Account (such as name) and aggregated statistical data for all Wills Planners Accounts which are established through Subscriber's GiftLegacy website; (3) Crescendo and Subscriber are not acting as your attorney and there is no attorney-client relationship or other fiduciary relationship created by User's use of the OWP system; and (4) in order to protect the confidentiality of information, the following information is prohibited from being entered into an Account: social security number, driver's license number, bank or other financial account numbers, account passwords, personal health information and any other confidential information. User will need to properly execute any documents in accordance with the applicable state law. User acknowledges that certain circumstances may be better suited to consulting with an attorney including without limitation: property owned in multiple states, a difficult family member, a blended family or a child with special needs. If you have any of these situations, you and your family may benefit substantially from a visit with an estate planning attorney.

3. Use of Website and System. The GiftLegacy website and Wills Planner are to be used solely for educational purposes. Neither Subscriber nor Crescendo warrant any specific tax or estate planning results indicated by the GiftLegacy website or related content. User is hereby advised to use qualified professional tax, legal or investment counsel to complete their estate plan and/or any planned gift. Users subject to the European Union's General Data Protection Regulation (GDPR) are prohibited from creating an OWP Account. Crescendo reserves the right in its sole discretion to terminate a User's access to the account.

4. 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") through the Wills Planner system. 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 does not sell personal information. 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. While some state consumer privacy laws exempt nonprofits, in the event that Subscriber is an entity subject to such laws, Subscriber takes responsibility for its own actions in compliance.

5. LIMITATION ON LIABILITY. NEITHER CRESCENDO NOR SUBSCRIBER 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 USE OF THE SYSTEM, EVEN IF SUBSCRIBER OR CRESCENDO HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIM BY ANY PARTY OTHER THAN USER. 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 USER.

6. 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 parties to this Agreement, without the 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" "CresPrint" "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.

7. WARRANTIES. Crescendo represents and warrants that: (1) it has the full, legal right and authority to enter into this Agreement and grant the rights described herein; (2) it is duly incorporated, validly existing and presently in good standing under the laws of the State of California; (3) neither Crescendo nor its officers, employees, agents or representatives have knowingly taken any action to encourage Subscriber or Subscriber's employees to engage in an unethical practice which would, to Crescendo's knowledge, cause Subscriber or its employees to violate any applicable conflict of interest or ethics laws, regulations, rules or policies; and (4) that any promises or changes to these terms or other contract provisions will only be binding on Crescendo if approved, in writing, by someone at Crescendo who is a Vice-President or higher. The service and GiftLegacy website are to be used solely for educational purposes. Crescendo does not endorse or guarantee specific results from the use of an independent consultant in conjunction with the GiftLegacy services. Crescendo does not warrant, and hereby disclaims any and all warranties, related to any specific tax, estate planning, legal, financial planning or investment results indicated by any aspect of the services. Consumer acknowledges that Crescendo is not providing Consumer, or any donor or potential donor of Subscriber, with any professional tax, estate planning, legal, financial planning or investment advice. Any person who is a donor or prospective donor to Subscriber must obtain their own qualified professional tax, estate planning, legal, financial planning or investment counsel. **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, CRESCENDO DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

8. CHANGES IN TERMS. Crescendo reserves the right to adjust the terms of any of the services or features contained in this agreement, without notice at any time.

==End of Terms==

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