



## 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, provided Provider has enabled 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 Gift Attorney 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. California Consumer Privacy Act.** 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"), as defined in the California Consumer Privacy Act of 2018 (CCPA), through the Wills Planner System. Crescendo will process Personal Information and utilize Personal Information in accordance with the requirements of the CCPA. 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. Crescendo certifies that it understands the restrictions of the CCPA Section 1798.140(w)(2)(A) and will comply with them. In the event Crescendo receives a verifiable request from a California consumer (Consumer) to delete the Consumer's Personal Information, Crescendo shall comply with such request, unless an exception under the CCPA applies to the Personal Information. Provider shall direct all Consumer requests to Crescendo's CCPA request form page (<https://www.crescendointeractive.com/misc/ccpa-request>) or telephone number (800) 858-9154, any such requests from Consumers must conform with the CCPA's verifiable consumer request requirements. Crescendo shall ensure all individuals responsible for handling consumer inquiries regarding Crescendo's privacy practices or Crescendo's compliance with the CCPA shall be informed of all of the CCPA's requirements and how to direct consumers to exercise their rights under the CCPA.

**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 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" "Crescendo Plus" "Crescendo Pro-Plus-Presents" "Crescendo Admin" "Crescendo Software" and all related logo and graphic designs. Nothing in this Agreement shall be construed to constitute any authorization of use.

==End of Terms==

Effective: v12.30.2019



## 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 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. California Consumer Privacy Act.** 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"), as defined in the California Consumer Privacy Act of 2018 (CCPA), through the Wills Planner. Crescendo will process Personal Information and utilize Personal Information in accordance with the requirements of the CCPA. 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. Crescendo certifies that it understands the restrictions of the CCPA Section 1798.140(w)(2)(A) and will comply with them. In the event Crescendo receives a verifiable request from a California consumer (Consumer) to delete the Consumer's Personal Information, Crescendo shall comply with such request, unless an exception under the CCPA applies to the Personal Information. GiftLegacy Subscriber shall direct all Consumer requests to Crescendo's CCPA request form page (<https://www.crescendointeractive.com/misc/ccpa-request>) or telephone number (800) 858-9154, any such requests from Consumers must conform with the CCPA's verifiable consumer request requirements. Crescendo shall ensure all individuals responsible for handling consumer inquiries regarding Crescendo's privacy practices or Crescendo's compliance with the CCPA shall be informed of all of the CCPA's requirements and how to direct consumers to exercise their rights under the CCPA.

**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 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" "Crescendo Plus" "Crescendo Pro-Plus-Presents" "Crescendo Admin" "Crescendo Software" and all related logo and graphic designs. Nothing in this Agreement shall be construed to constitute any authorization of use.

**==End of Terms==**

Effective: v12.30.2019



## GiftAttorney Pro Terms and Disclosure Agreement (for GiftAttorneys)

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 accept 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. 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 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](http://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](http://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 friend 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 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. California Consumer Privacy Act.** 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"), as defined in the California Consumer Privacy Act of 2018 (CCPA), through the Wills Planner. Crescendo will process Personal Information and utilize Personal Information in accordance with the requirements of the CCPA. 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. Crescendo certifies that it understands the restrictions of the CCPA Section 1798.140(w)(2)(A) and will comply with them. In the event Crescendo receives a verifiable request from a California consumer (Consumer) to delete the Consumer's Personal Information, Crescendo shall comply with such request, unless an exception under the CCPA applies to the Personal Information. GiftLegacy Subscriber and GiftAttorney shall direct all Consumer requests to Crescendo's CCPA request form page (<https://www.crescendointeractive.com/misc/ccpa-request>) or telephone number (800) 858-9154, any such requests from Consumers must conform with the CCPA's verifiable consumer request requirements. Crescendo shall ensure all individuals responsible for handling consumer inquiries regarding Crescendo's privacy practices or Crescendo's compliance with the CCPA shall be informed of all of the CCPA's requirements and how to direct consumers to exercise their rights under the CCPA.

**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.**

**10. 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" "Crescendo Plus" "Crescendo Pro-Plus-Presents" "Crescendo Admin" "Crescendo Software" and all related logo and graphic designs. Nothing in this Agreement shall be construed to constitute any authorization of use.

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