



TERMS OF SERVICE AGREEMENT

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between the National Association of Estate Planners & Councils ("NAEPC") and your Estate Planning Council, and is made effective as of the date of your use of an NAEPC-hosted website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services").

The terms "we", "us" or "our" shall refer to NAEPC. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement on behalf of your Estate Planning Council, or has access to your account or uses the Services (each individually referred to as a "Party" and collectively as the "Parties"). Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

NAEPC may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, NAEPC may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your Board Member contact details and ("Account") information current. NAEPC assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, NAEPC may terminate Your use of Site or Services for any violation or breach of any of the terms of this Agreement by You. NAEPC RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) recognized as being able to form legally binding contracts under applicable law, or (ii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, NAEPC finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. NAEPC shall not be liable for any loss or damage resulting from NAEPC's reliance on any instruction, notice, document or communication reasonably believed by NAEPC to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the

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authenticity of any such instruction, notice, document or communication, NAEPC reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable NAEPC Terms of Service or Privacy Policy, or any policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.
- You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- You will assign administrative rights only to those members/staff members who are responsible for making changes to the site or its content.
- You will not assign or share administrative rights / login information with any outside individual or vendor.
- You will not use this Site or the Services in a manner (as determined by NAEPC in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
 - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding NAEPC or NAEPC's Services.
- You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- You will not copy or distribute in any medium any part of this Site or the Services, except where expressly authorized by NAEPC.
- You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- You agree to back-up all of your User Content so that you can access and use it when needed. NAEPC does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

- You will not re-sell or provide the Services for a commercial purpose, including any of NAEPC's related technologies, without NAEPC's express prior written consent.
- You will not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any NAEPC Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the NAEPC Content or the User Content therein.
- Without limiting any of the rights set forth elsewhere in this Agreement, NAEPC expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any NAEPC policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by NAEPC in its sole and absolute discretion).
- If your purchase or account activity shows signs of fraud, abuse or suspicious activity, NAEPC may cancel any service associated your name, email address or account and close any associated NAEPC accounts. If you conducted any fraudulent activity, NAEPC reserves the right to take any necessary legal action and you may be liable for monetary losses to NAEPC including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact the NAEPC National Office.

5. PROTECTION OF YOUR DATA

NAEPC offers certain hosted Services available to you that may involve the submission, collection and/or use of personally identifying or identifiable information about you and your own members, prospective members, or past members ("Your Data") in the course of your use of these Services ("Covered Services"). Your Data, for the purpose of this Section, excludes any User Content. NAEPC has mechanisms to ensure the transfer of Your Data meets with compliance under applicable data privacy laws. Except as expressly described in any NAEPC privacy policy, NAEPC will not disclose Your Data unless authorized by You or unless NAEPC is required to do so by law or in the good faith belief that such action is necessary to: (a) conform with applicable laws or comply with legal process; (b) protect and defend the rights or property of NAEPC; or (c) enforce this Agreement.

6. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with NAEPC, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to NAEPC that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate NAEPC to treat your User Submissions as confidential or secret, that NAEPC has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that NAEPC may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

NAEPC shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize NAEPC to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant NAEPC a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and NAEPC's (and NAEPC's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that NAEPC may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, NAEPC shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or NAEPC's (or NAEPC's affiliates') business(es). If you have a website or other content hosted by NAEPC, you shall retain all of your ownership or licensed rights in User Content.

7. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

8. DISCOUNTS

In the event you are provided with a discount or credit ("Discount"), whether for new Services enrollment, for upgrading the level Services, or related to a special arrangement offered by NAEPC, you acknowledge and agree that such Discount is only valid for one-time use unless otherwise stated. After the initial subscription period, the Services will automatically renew at the then-current renewal price until cancelled.

9. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

NAEPC generally does not pre-screen User Content. However, NAEPC reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. NAEPC may remove any item of User Content and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by NAEPC in its sole and absolute discretion), at any time and without prior notice. NAEPC may also terminate a User's access to this Site or the Services found at this Site if NAEPC has reason to believe the User is a repeat offender. If NAEPC terminates your access to this Site or the Services found at this Site, NAEPC may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

10. DISCONTINUED SERVICES

NAEPC reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although NAEPC makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued. If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by NAEPC, in any way.

In the event that any Service we offer has been discontinued, we will attempt to notify you thirty or more days in advance of the planned date.

No Liability. NAEPC will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

11. BETA SERVICES

From time to time, NAEPC may offer new or new features to existing Services in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as "Beta Services". If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) NAEPC reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) NAEPC may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience; (viii) The Beta Services are provided "as is", "as available", and "with all faults".

TO THE FULLEST EXTENT PERMITTED BY LAW, NAEPC DISCLAIMS ANY AND ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE BETA SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. FEES AND PAYMENTS

Payment Due; Non-Refundable. You agree to pay all amounts due for Services at the time you enroll to receive the Site and Services or by the annual renewal due date. All amounts are non-refundable. NAEPC reserves the right block access to the Site or terminate service if timely payment is not made.

Price Changes. NAEPC reserves the right to change its prices and fees at any time, and such changes shall be effective without need for notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal.

Payment Types. You may pay for Services by using any of the following "Payment Methods": (i) valid credit card or (ii) check.

If for any reason NAEPC is unable to charge your Payment Method for the full amount owed, or if NAEPC receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that NAEPC may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. NAEPC also reserves the right to charge you reasonable "administrative fees" for (i) tasks NAEPC may perform outside the normal scope of its Services, (ii) additional time and/or costs NAEPC may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by NAEPC in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by NAEPC staff or by outside firms retained by NAEPC; (iii) recouping any and all costs and fees, including the cost of Services, incurred by NAEPC as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be invoiced and payable upon receipt.

13. ADDITIONAL RESERVATION OF RIGHTS

NAEPC expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by NAEPC in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by NAEPC in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of NAEPC, its officers, directors, employees and agents, as well as NAEPC's affiliates, including, but not limited to, instances where you have sued or threatened to sue NAEPC, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to NAEPC's business, operations, reputation or shareholders.

NAEPC expressly reserves the right to terminate, without notice to you, any and all Services where, in NAEPC's sole discretion, you are harassing or threatening NAEPC and/or any of NAEPC's employees and/or third party service providers.

NAEPC Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein (“NAEPC Content”), are owned by or licensed to NAEPC in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. NAEPC Content is provided to you “as is”, “as available” and “with all faults” for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of NAEPC. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. NAEPC reserves all rights not expressly granted in and to the NAEPC Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

14. NO SPAM

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

- Email Messages
- Facsimile Solicitations
- Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and may require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

15. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. NAEPC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NAEPC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, CONTENT OR CONTINUITY OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND NAEPC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY NAEPC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL NAEPC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, CONTENT OR CONTINUITY OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT NAEPC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NAEPC'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN RESPECT OF THE USE OF THE SITE OR THE SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES COLLECTED BY NAEPC FROM YOU UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

17. INDEMNITY

You agree to protect, defend, indemnify and hold harmless NAEPC and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by NAEPC directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

18. COMPLIANCE WITH LOCAL LAWS

NAEPC makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

19. ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are able to resolve informally shall be submitted to binding arbitration in Cuyahoga County, Ohio, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Ohio located in Cuyahoga County. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Ohio and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

21. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

22. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or postal mail at the following address:



National Association of Estate Planners & Councils
1120 Chester Ave., Ste. 470
Cleveland, OH 44114
councilservices@naepc.org or admin@naepc.org