



## Terms of Use (updated June 24, 2022)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using the Trustate Corporation website (the “Site”) or any Trustate Corporation applications or application plug-ins (“Applications”), you agree to follow and be bound by these terms of use (the “Terms of Use” or “Terms”) and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words “you” and “your” refer to each customer, Site visitor, or Application user, and the words “we,” “us,” “our” and “Trustate” refer to Trustate Corporation and “Service” or “Services” refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or *if you do not agree to these Terms of Use, please do not use this Site or any Applications*. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us at [info@trustate.com](mailto:info@trustate.com).

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

**These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.**

Please also refer to the Trustate Terms of Service (if you hold an account with Trustate, this will be found under the “My Document Vault” section of your portal) and [Privacy Policy](#), which are incorporated herein by reference.

The Site provides an online portal to (i) give visitors a general understanding of the estate administration process, (ii) provide verified users with data and insights related to the specific estate they are assisting in administering (the “Products”), and (iii) provide an automated software solution and turn-key estate concierge service for the executors, personal representatives and/or other authorized representatives of the estates of deceased persons (the “Service”). Customers need not download or even license Trustate software to use the Service.

Trustate offers its Products as

Trustate offers its Service as backend assistance for users when they administer estates. Though Trustate does not provide the advice of an attorney or legal services, the Site includes general information on commonly encountered legal issues with respect to estate administrations. The services Trustate provides includes a review of your answers for completeness, spelling, and for

internal consistency of names, addresses and the like. **At no time do we review any documents prepared by our service for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. Trustate is not a law firm and may not perform services performed by an attorney. Trustate, its Services, and its forms or templates are not a substitute for the advice or services of an attorney.**

Trustate strives to keep the Site and Services accurate, current and up-to-date. However, because the laws regarding estate administration and management vary from state to state and change rapidly, Trustate cannot guarantee that all of the information on the Site or through our Services is completely current. The law and best administrative practices vary from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. Estate administrations are highly personal and fact-specific matters, and no general information or service like the kind Trustate provides can fit every circumstance. **Furthermore, the legal information contained on the Site and through the Services is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our service, you should consult a licensed attorney in your area.**

From time to time, Trustate may perform certain attorney access services and introduce our visitors to attorneys through various methods, including but not limited to third party attorney directory listings, and third party limited scope agreements. **At no time is an attorney-client relationship fostered or created with Trustate through the performance of any such services.**

The Site and Services are not intended to create any attorney-client relationship, and your use of Trustate does not and will not create an attorney-client relationship between you and Trustate. Instead, to our knowledge, you are and will be representing yourself in any legal matter related to the estate you are administering.

**1. Privacy Policy.** Trustate respects your privacy and permits you to control the treatment of your personal information. A complete statement of Trustate's current Privacy Policy can be found in your secure client portal under the section entitled "My Document Vault." Trustate's Privacy Policy is expressly incorporated into this Agreement by reference.

When you open an account to use or access certain portions of the Site, Applications, or the Services, you must provide complete and accurate information as requested on our registration forms. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, username or password at any time. You agree to notify Trustate immediately of any unauthorized use of your account, username or password. Trustate shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by Trustate, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

In connection with the use of certain Trustate products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant Trustate a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate rights held by Trustate at any time by removing your personal information from the applicable service.

**2. Ownership.** This Site and Applications are owned and operated by Trustate. All rights, title and interest in and to the materials provided on this Site and through our Service including but not limited to information, documents, logos, graphics, sounds and images (the “Materials”) are owned either by Trustate or by our respective third party authors, developers or vendors (“Third Party Providers”). Except as otherwise expressly provided by Trustate, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site or on any Applications shall be construed to confer any license under any of Trustate’s intellectual property rights, whether by estoppel, implication or otherwise. See the “Legal Contact Information” below if you have any questions about obtaining such licenses. Trustate does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by Trustate. Any rights not expressly granted herein are reserved by Trustate.

**3. Limited Permission to Download.** Trustate hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site or Applications may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

**4. Links to Third Party Sites.** This Site and Applications may contain links to websites controlled by parties other than Trustate (as to each, a “Third Party Site”). Trustate works with a number of partners and affiliates whose sites are linked with Trustate. Trustate may also provide links to other citations or resources with whom it is not affiliated. Trustate is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. Trustate makes no guarantees about the content or quality of the products or services provided by such sites. Trustate is not responsible for webcasting or any other form of transmission received from any Third Party Site. Trustate is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Trustate of the Third Party Site, nor does it imply that Trustate sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that Trustate

is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

**5. Use of Trustate Forms.** On our Site, we may, from time to time, offer self-help “fill in the blank” forms. **You understand that your purchase, download, and/or- use of a form document is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.**

#### **License to Use.**

Trustate grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the “Forms”) for your own personal use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

#### **Resale of Forms Prohibited.**

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of Trustate.

### **6. DISPUTE RESOLUTION BY BINDING ARBITRATION**

Please read this carefully. It affects your rights.

#### **Summary:**

Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting our Customer Care Center at [info@trustate.com](mailto:info@trustate.com) or 618-437-8283 (618-4-ESTATE). **In the unlikely event that the Trustate Customer Care Center is unable to resolve your complaint to your satisfaction (or if Trustate has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. **Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.**

You may speak with independent counsel before using this Site or completing any purchase.

#### **Arbitration Agreement:**

(a) Trustate and you agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to “Trustate,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

**You agree that, by entering into these Terms, you and Trustate are each waiving the right to a trial by jury or to participate in a class action.**

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute (“Notice”) to the other party. A Notice to Trustate should be addressed to: Trustate Corporation, 802 E. Whiting Street, Tampa, FL 33602 (the “Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought (“Demand”). If Trustate and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Trustate may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Trustate or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Trustate is entitled.

You may download or copy a form to initiate arbitration from the American Arbitration Association (“the AAA”) website at <https://www.adr.org>.

**7. Additional Terms.** Some Trustate Services may be subject to additional posted guidelines, rules or terms of service (“Additional Terms”) and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

**8. Reviews, Comments, Communications, and Other Content.** At various locations on the Site or through Applications, Trustate may permit visitors to post ratings, reviews, comments, questions, answers, and other content (the “User Content”). Contributions to, access to and use of

the User Content is subject to this section 8 and the other terms and conditions of these Terms of Use.

**(a) Rights and Responsibilities of Trustate.**

Trustate is not the publisher or author of the User Content. Trustate takes no responsibility and assumes no liability for any content posted by you or any third party.

Although we cannot make an absolute guarantee of system security, Trustate takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us at [info@trustate.com](mailto:info@trustate.com) for help.

If Trustate's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, Trustate reserves the right to delete those files or to stop those processes. If the Trustate technical staff suspects a user's account is being used by someone who is not authorized by the proper user, Trustate may temporarily disable that user's access in order to preserve system security. In all such cases, Trustate will contact the user as soon as feasible.

Trustate has the right (but not the obligation), in Trustate's sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location or otherwise change any User Content.

**(b) Rights and Responsibilities of Trustate Users or Other Posters of User Content.**

You are legally and ethically responsible for any User Content - writings, files, pictures or any other work - that you post or transmit using any Trustate service that allows interaction or dissemination of information. In posting User Content, you agree that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes anyone's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Please see Compliance with Intellectual Property Laws below;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising);
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation. Please see Inappropriate Content below;
- that includes advertisements, spam, or content for which you were compensated or granted any consideration by any third party;



- that includes information that references other websites, addresses, email addresses, phone numbers, or other contact information;
  - that contains any computer virus, worms, or other potentially damaging computer programs or files;
  - that otherwise violates these Terms of Use.
- (c) Attorneys that submit User Content and provide advice do so at their own risk.
- (d) Under United States federal law, you retain copyright on all works you create and post as User Content, unless you choose specifically to renounce it. In posting a work as User Content, you authorize other members who have access to that service to make personal and customary use of the work, including creating links or reposting, but not otherwise to reproduce or disseminate it unless you give permission for such dissemination.
- (e) You grant Trustate a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to you. You have the right to remove any of your works from User Content at any time.
- (f) You are not required to provide your real name when signing up as a user of Trustate. Trustate permits anonymous or pseudonymous accounts. Any user may request that such member's email address be hidden to provide for additional privacy.
- (g) Ratings and reviews will generally be posted in two to four business days.
- (h) By submitting your email address in connection with your rating and review, you agree that Trustate may use your email address to contact you about the status of your review and other administrative purposes.

**9. No Warranty.** The site, applications, and all materials, documents or forms provided on or through your use of the site or applications are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Trustate expressly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Trustate makes no warranty that: (a) the site, applications, or the materials will meet your requirements; (b) the site, applications, or the materials will be available on an uninterrupted, timely, secure or error-free basis; (c) the results that may be obtained from the use of the site, applications, or any materials offered through the site or applications, will be accurate or reliable; or (d) the quality of any products, services, information or other material purchased or obtained by you through the site, applications, or in reliance on the materials will meet your expectations.

Obtaining any materials through the use of the site or applications is done at your own discretion and at your own risk. Trustate shall have no responsibility for any damage to your computer system or loss of data that results from the download of any content, materials, information or software.

**10. LIMITATION OF LIABILITY AND INDEMNIFICATION.** EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD TRUSTATE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY DAMAGE, HOWEVER IT ARISES (INCLUDING INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF TRUSTATE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF TRUSTATE, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. Provided, however, that this limitation shall not apply to you if you reside in a state that does not allow the exclusion or limitation of punitive, incidental or consequential damages.

**11. Feedback.** If you provide Trustate with any ideas or suggestions that may enhance or otherwise improve Trustate's services ("Feedback"), Trustate may, in its sole discretion, decide to incorporate some or all of such Feedback. Trustate shall own all right, title and interest in any such Feedback as incorporated into the services. The submission or acceptance of such Feedback shall not be interpreted as a commitment by Trustate to incorporate the idea into the services or any future functionality.

**12. Compliance with Intellectual Property Laws.** When accessing Trustate or using the Trustate legal document preparation Service, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of Trustate's or any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your Trustate account.

**13. Inappropriate Content.** When accessing the Site, any Applications, or using the Service, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Trustate reserves the right to terminate or delete such material from its servers. Trustate will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.



**14. Personal Use.** The site is made available for your personal use on your own behalf.

**15. Children.** Minors are not eligible to use the Site or Applications and we ask that they do not submit any personal information to us.

**16. Non-English-Speaking Customers.** Certain materials on the Trustate site, including but not limited to questionnaires, documents, instructions, and filings, are only available in English. Non-English translations of these Terms, as well as other terms, conditions, and policies, are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

**17. Customers Needing Extra Assistance.** Trustate aims to provide full access to its website and product offerings regardless of disability. If you are unable to read any part of the Trustate website, or otherwise have difficulties using the Trustate website, please email [info@trustate.com](mailto:info@trustate.com) and we will assist you.

**18. Governing Law; Venue.** Any legal action or proceeding relating to your access to or use of the Site, an Application, or Materials is governed by the Arbitration Agreement contained in paragraph 6 of these Terms of Use.

**19. Copyrights.** All Site design, text, graphics, the selection and arrangement thereof, Copyright ©, Trustate Corporation ALL RIGHTS RESERVED.

**20. Trademarks and Trade Names.** Trustate, trustate.com, the “up arrow / badge of honor” logo, all images and text, and all page headers, custom graphics and button icons are service marks, trademarks, trade names and/or trade dress of Trustate. All other trademarks, product names and company names or logos cited herein are the property of their respective owners. Trustate’s trademarks and trade names may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

**21. Attorney Access Services; Use of Term “Experience.”** The term “experience” or “experienced,” as used on the Site, Applications, and in other communications in reference to third party attorneys participating in Trustate’s legal plans or other attorney access services means that the legal plan primary handling partner of each law firm fulfills the following: (a) possesses a minimum of five years’ experience practicing law, (b) maintains errors and omissions insurance policies consistent with industry standards, (c) is in good standing with the state bar in each jurisdiction in which the attorney is licensed to practice, (d) has no pending malpractice lawsuit, as of the date of joining one of Trustate’s legal plans, and (e) has no public record of discipline by a state bar within the last five years. The term “experience” or “experienced” is not intended to be a comparison to any other attorney’s services or qualifications.

**22. Inquiries.** BY USING TRUSTATE’S SERVICES OR ACCESSING THE TRUSTATE SITE OR APPLICATIONS, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO TRUSTATE VIA THE TRUSTATE SITE OR APPLICATIONS CONSTITUTES AN INQUIRY TO TRUSTATE, AND THAT TRUSTATE MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER

APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

**23. Right to Refuse.** You acknowledge that Trustate reserves the right to refuse service to anyone and to cancel user access at any time.

**24. Acknowledgement.** BY USING TRUSTATE'S SERVICES OR ACCESSING THE TRUSTATE SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM."