

BEQUEST FINANCE WEBSITE TERMS AND CONDITIONS

Last Updated: Sept 1, 2024

Bequest Finance, Inc. (“Bequest,” “we,” “us,” or “our”) welcomes you. We provide you access to the Site and our accompanying application pages (the “Apps” and, collectively with the Site, the “Platform”) subject to the following terms of use (“Terms of Use”), which may be updated by us from time to time without notice to you. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM. NOT ALL OUR PRODUCTS AND SERVICES ARE AVAILABLE IN ALL GEOGRAPHIC AREAS. YOUR ELIGIBILITY FOR SPECIFIC PRODUCTS AND SERVICES IS SUBJECT TO FINAL DETERMINATION BY, AS APPLICABLE, BEQUEST.

OUR APPS ARE ONLY FOR USE BY ATTORNEYS ACTING IN THE JURISDICTIONS THEY ARE LICENSED IN OR NON-ATTORNEYS MANAGING THEIR OWN WILLS OR ASSETS ONLY (I.E., NOT TRUSTS). NO OTHER USE IS PERMITTED.

BEQUEST DOES NOT PROVIDE LEGAL ADVICE NOR DOES IT PROVIDE ADVICE ON THE SUITABILITY OF ANY ASSET MANAGEMENT PLAN OR TRUST. SUCH DECISIONS AND ANALYSIS MAY ONLY BE PROVIDED BY PROPERLY LICENSED ATTORNEYS WHO USE OUR APPS AS A TOOL TO BETTER MANAGE THEIR FIDUCIARY RESPONSIBILITIES.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. **DESCRIPTION AND USE OF THE PLATFORM AND PRODUCTS**

We provide Visitors and Registered Users with access to the Platform as described below.

“Visitors”. Visitors, as the term implies, are people who do not register with us, but want to explore the Site. No login is required for Visitors. Visitors can: (i) view all content and access all publicly-available features and functionality on the Site; (ii) subscribe to Bequest communications, alerts, and other notifications; (iii) contact us; (iv) view information made available to them on the Apps by a Registered User; and (v) apply for access to the Apps. Recipients are considered Visitors, unless they otherwise register.

“Registered Users”. Registered Users can do all the things that Visitors can do, and: (i) must be a professional properly licensed or certified to provide legal advice or the relevant fiduciary or accounting services in the jurisdictions relevant to their clients (a “Client”); or a natural person who has engaged a trust and estate planning attorney to manage those needs; (ii) can access non-public features and functionality available only to Registered Users; (iii) create, access, manage, and update their or their Client’s own accounts on the Platform; and (iv) manage their usage of our products and services through the Apps.

These Apps provide a service of storing encrypted cryptographic shards of private keys, APIs for centralized wallets, and other essential control information related to crypto tokens and other valuable digital assets as well to direct and disburse such assets pursuant to legally binding documents or instructions. The Apps are to be used for the benefit Registered Users as well as any beneficiaries they legally identify (such beneficiaries are collectively referred to as “Recipients”). Recipients do not have accounts themselves but are given certain information viewing rights by Registered Users. Registered Users may utilize the Apps to achieve their trust and estate planning objectives, but Recipients can only access the Apps for information as it pertains to their legal rights to review the information held by a Registered User as it related to them.

These Apps provide a service to professionally licensed Registered Users of online tools and platforms accessible through <https://www.professional.bequest.com> that allow them to digitize their trust and estate planning/administration work.

Bequest is under no obligation to accept any person as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, Bequest may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use. In the event of deactivation, the Registered User will be provided with all the credentials Bequest holds on his or her behalf, unless otherwise directed by a court order or similar legal authority.

NOTE: some actions taken on the Apps may not be undone by the Registered User and either cannot be reversed at all or may require sufficient legal documentation, such as a court order or other authorization that Bequest deems, in its sole discretion, suitable for the proposed action. Bequest also requires that a licensed attorney only utilize the Platform for any estate planning purpose that involves trusts or more than simple wills or payable on death accounts (where and if permitted). Bequest may request supporting documentation at any time regarding a Registered User's use of the Platform.

2. **LICENSE**

License Grant. Subject to the terms hereof, Bequest grants to Registered Users a worldwide, non-sublicensable (except with respect to Recipients as necessary or other Registered Users as determined by Bequest), nonexclusive, non-transferrable/assignable right and license to access and use the Platform. In no event will any terms agreed to by other Recipients, Visitors, or Registered Users reduce or limit our rights and obligations with respect to you. You will use commercially reasonable efforts to utilize the Platform in accordance with the documentation provided to you by us. Additionally, you recognize that we are under no obligation by virtue of this Agreement, except as otherwise expressly stated, to provide you with troubleshooting, errors, or other issues you may encounter using our Platform. You may however contact us for assistance with any such issue, which are not obligated to provide.

3. **USE OF BEQUEST PRODUCTS.**

This Site contains information about Bequest and the Apps. You may download, view, copy, and print information and related agreements or documents from the Site or the Apps (as you may be permitted) for your use and retention. You may also copy, print, and view such materials provided that no material alterations or modifications are made either to the materials or to any proprietary notices. You understand and acknowledge that you are solely responsible for any actions you take in connection with your use of the Site, Apps, and any data, material, or information ("**Data**") you share through the Platform or other activities done or not done for Recipients or Clients. You agree not to reproduce, transmit, disseminate, broadcast, circulate, republish, duplicate, sell, modify, upload, post, or otherwise distribute or commercially exploit the Platform, or any portion of the content of the Platform, in any way without Bequest's prior written consent.

4. **RESTRICTIONS ON USE**

By accessing and/or using the Platform, you agree to comply with the following restrictions on use:

- If you wish to become a Registered User, you must be a duly licensed attorney, supervised by a duly licensed attorney in good standing, a certified executor, or a licensed accountant, and acting for the benefit of a Client as required by law (Bequest reserves the right to verify the foregoing in any manner it deems necessary), or you must be acting for yourself only and only with respect to a simple will or other simple estate planning solution (in each case, Bequest reserves the sole discretion to determine what constitutes "simple") and, when indicated by Bequest, indicate your attorney or deliver any and all documentation Bequest may require to confirm your use of the Platform;

- You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful or otherwise fraudulent purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - constitutes promotion or advertising of any third-party website, product, or service; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - discloses any sensitive information about another person or Client, or Recipient, including that person's e-mail address, postal address, phone number, credit card information, or any similar information to any person, who does not have a right to know such information. Such information may be stored privately on the Apps, which Bequest cannot view.
- You will not "stalk," threaten, or otherwise harass another person;
- You will not access or use the Platform to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Platform using any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password, or data mining, or any other means;
- You will not access the Platform to copy any ideas, features, functions, or graphics of the Platform;
- You will not use the Platform to manage or perform any illegal operations;
- You will not use any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions that are designed to distort, delete, damage, or disassemble the technology underlying the Platform;
- You will not use the Platform to send any unsolicited commercial communication not permitted by applicable law;
- You will not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Platform;
- You will not breach any applicable laws (including without limitation any privacy or securities laws) when using the Apps or the Platform or in respect of information collected by Registered Users using the the Platform;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform;

- You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not circumvent use restrictions that are built into the Platform;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- You will not interpret or make representations to the effect that any estimate provided by Bequest with respect to your use of our Apps or arising out of other's use of our Apps is accurate, complete, or reliable;
- You will use the Apps solely to fulfill your legal obligations; and
- You will comply with all relevant laws and requirements applicable to you in your use of the Apps.

Without limiting the foregoing, certain Apps or the accounts to which they have access may be subject to export controls imposed by the U.S. and may not be downloaded or otherwise exported or re-exported into (or otherwise shared or sent to any national or resident of) a country subject to U.S. embargo; (b) to any person listed on the Office of Foreign Assets Control ("**OFAC**") Specially Designated Nationals ("**SDN**") list; or (c) the U.S. Commerce Department's Table of Denial Orders. If you use the Apps, you represent and warrant that you are not on any of the above-referenced lists or otherwise located in, or subject to the control of, any such country on any of the foregoing lists. The attorney for the Client must confirm the foregoing to the best of his or her knowledge. If a Registered User is permitted by Bequest to use the Platform without an attorney, then such Registered User must represent and warrant to the same effect.

You will let us know about inappropriate Registered User behavior of which you become aware.

We have the right, but not the obligation, to review and reject or remove any Registered User's supplied information that, in our sole discretion, violates these Terms of Use in any respect. We also reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or to any portion of the Platform, without notice.

5. **SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS; CONFIDENTIALITY**

If you wish to become a Registered User, you will be prompted to create an account, which includes a sign-in name ("**Sign-In Name**"), a password ("**Password**"), and certain additional information that will assist in authenticating your identity and rights when you log-in in the future ("**Unique Identifiers**"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered or payments made through the Site using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. **Bequest will not be liable for any loss or damage caused by any unauthorized use of your account or loss of any critical information held by your account. If you need to recover your account you may reach us at mail@bequest.com.**

You are solely responsible for maintaining confidentiality of your account information for any and all activity related to your account. You further agree to establish commercially reasonable security procedures and controls to protect your confidential information. You agree to notify Bequest immediately of any unauthorized use, or any other breach of security, including suspected or actual account “phishing” incidents. You understand that you may be held liable for losses incurred by Bequest, Clients, or any user of or Visitor to the Platform due to an unauthorized party using your or a Client’s Unique Identifiers. You agree not to use anyone else’s name, password, or account to access the Platform at any time without the express permission and consent of such party. **You acknowledge that Bequest is not liable for any loss or damage arising from your failure to comply with these obligations.**

Please do not send or otherwise transmit confidential information to us over the Internet, or request that we transmit confidential information to you, except where permitted. Bequest will not be responsible or in any way liable for any losses or damages you may incur as the result of such communication that may occur over the Internet.

6. INTELLECTUAL PROPERTY

The Platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of Bequest (collectively referred to as the “**Content**”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Platform automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Bequest (the “**Bequest Trademarks**”) used and displayed on the Platform or with its Apps are registered and unregistered trademarks or service marks of Bequest. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “**Third-Party Trademarks**,” and, collectively with Bequest Trademarks, the “**Trademarks**”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless the establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Bequest Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

Unless otherwise agreed between Bequest and you, each of the Apps or service marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of the license agreement made available to you herein and when purchasing our Apps or services.

You will comply with all terms and conditions of the specific license agreement for any Apps or service you obtain through us, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing, and transfer of those licensed Apps and services.

You will not cause, induce, or permit others' noncompliance with the terms and conditions of any of these Apps and service license agreements.

Bequest and its licensor(s) are and will remain the sole and exclusive owners of all intellectual property and other rights in and to each Apps and service made available on this Platform or to you and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and Trademarks and other intellectual property rights, subject only to the limited license granted under the product's service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Apps or services made available through this Platform, or of any intellectual property rights relating to those Apps or services.

7. **PRIVACY AND DATA PROTECTION**

Data. "PII" means any information obtained in connection with your use of the Platform or Apps that can reasonably be used to identify you, any Client, any Recipient, or any other third party for or with whom you use the Apps, including but not limited to full name, contact information, shards, private keys, or any other identifier, or may otherwise be considered "personal data" by a governmental authority. Because of the unique nature of shards and private keys, they may not identify any individual and thus are not protected under typical data privacy laws. However, Bequest treats such information with the utmost care and security and expects you to do the same. As such, these elements are defined here as "PII", but some data protection laws may not be applicable to these elements. In those cases, Bequest is not bound to treat such data as personally identifiable information but will treat it with its highest securities standards. Bequest agrees to process only PII as is necessary to provide the Platform to you. Bequest agrees that any PII obtained in connection with this shall be used solely for the purpose of providing the Platform to such Registered User, and for no other purpose, unless expressly authorized in writing by the Registered User, which shall, at a minimum, represent and warrant that it has the right to use the PII as described. Bequest agrees that it shall not disclose PII to any third parties, except as permitted by the Registered User, the party whose personal data it is, or as required by law. Bequest shall retain material containing PII obtained in connection a Registered User's use of the Platform only so long as necessary to perform the services or carry out its obligations to the Registered User. Upon termination of its status as a Registered User, Bequest shall deliver to the Registered User or, at its election and in accordance with any instructions from the Registered User, destroy, any and all materials, documents, or other media (whether maintained electronically or otherwise) containing PII, together with all copies thereof in whatever form.

Security. Bequest agrees to implement appropriate legal, technical, and organizational measures to protect PII against unauthorized or unlawful use, access and processing, and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach or attempted breach of Bequest's security measures ("**Information Security Breach**"), keeping in mind the nature of the information. Bequest shall promptly notify the Registered User or Recipient if Bequest learns or has reason to believe that an Information Security Breach has occurred or is reasonably likely to occur. Upon any such discovery, Bequest will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide the Registered User or Recipient with assurances reasonably satisfactory to the Registered User or Recipient that such Information Security Breach will not recur.

Investigations. Bequest shall provide reasonable assistance and support and assist the Registered User in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation

relates to the collection, maintenance, use, processing, or transfer of PII pursuant to the Registered User's use of the Platform. Bequest shall provide to the Registered User, its authorized representatives, and/or an independent inspection body designated by the Registered User, on reasonable notice, (i) access to Bequest's information processing premises and records, and (ii) reasonable assistance and cooperation of Bequest's relevant personnel for the purpose of auditing Bequest's compliance with its obligations under this Agreement.

Notwithstanding anything to the contrary, Bequest shall have the right to collect and analyze Registered Users uploaded or provided data and other information, on an anonymized and aggregated basis, relating to the provision, use and performance of various aspects of the Platform, Apps, and related systems and technologies ("**Usage Data**"), and Bequest will be free (during and after the term of a Registered User's status as such) to use, modify and disclose such Usage Data, including without limitation, for the purpose of to improving and enhancing Bequest's products and services.

For more information on privacy, please refer to our privacy policy.

8. **THIRD-PARTY ACCOUNT INFORMATION**

By using any applicable online financial or account linking service or any similarly applicable service throughout the Site, you authorize Bequest and its agents to access third party sites designated by you or on your behalf, to retrieve information requested by you, and you appoint Bequest and its agents as your agent for this limited purpose. This limited purpose includes, without limitation, any usage of offramps which convert crypto holdings into fiat currencies. Each time you enter your account login information, you are permitting Bequest and its agents to process your request and use information submitted by you to accomplish the foregoing.

9. **EXTERNAL SITES; THIRD-PARTY VENDORS**

The Platform may contain links to third-party websites, including, without limitation, websites maintained or owned by other Registered Users or the websites of third-party vendors (such as prices or data providers) that may provide services complimentary to our services ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of such External Sites. The External Sites are developed and provided by others, and you should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites or the third-party vendors highlighted on such External Sites, and we do not make any representations regarding the content or accuracy of materials on such External Sites or any such third-party vendors. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

IN NO EVENT SHALL BEQUEST BE LIABLE, DIRECTLY OR INDIRECTLY, TO YOU OR TO ANY PARTY FOR ANY DAMAGE OR LOSS ARISING FROM, OR RELATING TO, ANY USE, CONTINUED USE OR RELIANCE ON ANY LINKED THIRD-PARTY SITE OR ANY OTHER LINK FOUND ON SUCH LINKED SITE.

10. **CHILDREN ONLINE PRIVACY PROTECTION ACT**

This Site will not, and does not intend to, market any Apps or related services to children. Bequest does not knowingly gather or solicit data from children through the Platform, and by using the Platform you represent that you are an adult who is at least 18 years of age.

11. **MODIFICATION OR DISCONTINUANCE OF CERTAIN APPS**

You understand that, at any time and without notice to you, and for any reason whatsoever, Bequest may modify or discontinue all or any part of the Apps. You acknowledge that Bequest shall in no way be held liable for any consequence resulting from Bequest's decision to modify or discontinue providing all or any part of the Apps.

12. **NO WARRANTIES; LIMITATION OF LIABILITY**

All directions performed or not performed on the Apps are your responsibility. Bequest has no control over, and hereby disclaims any and all liability arising out of or associated with the legality of such actions or non-actions, the fitness of such actions or non-actions, or whether there is a better or worse way to organize your use of the Apps. Bequest will never take directions from anyone other than Registered Users or those whom the Registered User or court of competent jurisdiction has properly instructed to use the Apps on behalf of certain Clients.

THE PLATFORM IS ONLY A TOOL. ITS PROPER USE OR NON-USE IS NOT IN THE CONTROL OF BEQUEST. IF YOU ARE A RECIPIENT AND YOU HAVE AN ISSUE WITH HOW THE APPS WERE USED ON YOUR BEHALF, YOU MUST RESOLVE SUCH ISSUE WITH THE REGISTERED USER IN CONTROL OF THE INFORMATION UPLOADED TO THE APPS PERTAINING TO YOU.

ALL PARTIES, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE ASSIGNS, SUBROGEEES, REPRESENTATIVES AND ALL OTHER PERSONS OR ENTITIES ACTING FOR, BY OR THROUGH IT, HEREBY RELEASE AND FOREVER DISCHARGE BEQUEST, ITS DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND INSURERS, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, OF WHATEVER NATURE, CHARACTER OR DESCRIPTION, FOR PERSONAL INJURY, PROPERTY DAMAGE, CONVERSION, LOSS OF FUNDS, OR DEATH THAT ARISE FROM, ARE RELATED TO OR ARE IN ANY WAY CONNECTED WITH THE ACTIONS OR NON-ACTIONS OF A REGISTERED USER/

YOU ACKNOWLEDGE THAT THE PLATFORM MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES. THE PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE PLATFORM OR CONTENT WILL OPERATE ERROR-FREE OR THAT THE PLATFORM, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO OUR PLATFORM OR OUR APPS.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE OUR PRODUCTS OR APPS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (III) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE PLATFORM, THE PRODUCTS, OUR APPS, OR THE CONTENT SHALL BE LIMITED TO THE TOTAL FEES THAT YOU HAVE PAID TO US WITHIN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO ANY CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

13. **INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of these Terms of Use; (ii) your misuse of the Apps, Content or the Platform; (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right; and/or (iv) your use of any the Platform in the performance of your obligations as required by law. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

14. **COMMUNICATIONS WITH US**

E-mail transmissions are not secure. Bequest directs that you do not electronically transmit or otherwise send sensitive information, such as account numbers, passwords, financial information to Bequest or otherwise request such information via e-mail. Please contact Bequest immediately by phone or in person for such information.

With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you, and we may utilize or protect such information as our own.

As part of our service and efforts to ensure quality control, we may record phone calls of users contacting our office for any reason or communications between parties facilitated by our Platform. By calling us, you hereby consent to our recording of all calls.

15. **COMPLIANCE WITH APPLICABLE LAWS**

The Platform is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use the Apps, the Platform, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

16. **TERMINATION OF THE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability. While wallets will be disconnected and Registered Users will retain the same control they had over the same before they became Registered Users, any configurations made in the Platform may be lost.

17. **DIGITAL MILLENNIUM COPYRIGHT ACT**

Bequest respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Copyright Agent
Bequest Finance, Inc.

mail@bequest.com

If you believe that your work has been copied on the Platform in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Platform where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

18. **CONTROLLING LAW**

The Agreement and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions.

19. **BINDING ARBITRATION**

In the event of a dispute arising under or relating to the Agreement, the Platform, or the Content (each, a “**Dispute**”), either party may elect to finally and exclusively resolve the Dispute by binding arbitration governed by the Federal Arbitration Act (“**FAA**”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in Miami, Florida. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set

forth in Section 21 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

20. **CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

21. **EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

22. **COMMUNICATIONS DECENCY ACT NOTICE; GENERAL DISCLAIMER**

Bequest is a provider of “interactive computer services” as defined under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation, libel, product disparagement, and other claims arising out of any content is limited as described therein. We are not responsible for any Registered User content or decisions. We neither warrant the accuracy of the Registered User content nor exercise any editorial control over Registered User content, except where expressly indicated, nor do we assume any legal obligation for editorial control of Registered User content or liability in connection with Registered User content, including any responsibility or liability for investigating or verifying the accuracy of any Registered User Content, except where indicated.

23. **AMENDMENTS TO THIS AGREEMENT**

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform and Apps thereafter. Your continued use of the Platform following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

24. **MISCELLANEOUS**

If the Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of Sections 5 through 24, which shall remain in full force and effect.

If we fail to enforce any of our rights under the Agreement, or applicable laws, it shall not be deemed to constitute a waiver of such right.

You may not transfer, delegate, or assign or sell any rights or obligations you have under this Agreement. Bequest reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Any transfer, delegation, or assignment in violation of this Agreement is null and void.

We may comply with any subpoena, levy, or other legal process which We believe to be valid. We may notify you of such process electronically, by phone, or in writing.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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