

Terms and Conditions

To protect your interests please read these terms and conditions carefully before you accept them.

By using or accessing this Website (the "Site"), or by using any of the content hosting and sharing services provided via the Site (including without limitation any APIs) ("Services"), you ("Member") agree to be bound by these Terms and Conditions, the Acceptable Use Policy and by the Privacy Policy of Pterodactyl, LLC, *d/b/a* LegacyVault.com ("LEGACYVAULT"), each of which are hereby incorporated by reference (collectively, this "Agreement").

Please read these Terms and Conditions of this Agreement carefully. If you do not accept and agree to these Terms and Conditions then you may not use or access the Site or any of the Services. LEGACYVAULT in its sole discretion may modify this Agreement from time to time, and may suspend, or terminate the Site and Services, for any reason. LEGACYVAULT will give all clients thirty-day notice if the event of termination of the Site. Notice will be given via email and as a notice posted on the member dashboard at time of sign in. Although you will be asked to indicate your acceptance of the terms of this Agreement only once (when you register for an account), the terms of this Agreement, as modified by LEGACYVAULT from time to time, will govern all use of the Site and Services. By continuing to use or access the Site or any of the Services, you agree to be bound by the Terms of Service in effect at the time of such use or access. Note that any violation of these Terms may result in suspension or termination of the Service to you. If you have questions about the Terms, please contact us at support@LegacyVault.com

1. MEMBERSHIP

- (a) **Cost of Membership:** The annual cost of membership depends on the type and size of account selected by the Member ("Membership Plan"). Additional services and increases in memory capacity will increase your cost. LEGACYVAULT reserves the right to change prices at any time, and any change shall be published on the Site. Rates can be seen at <http://www.LegacyVault.com/rates>.
- (b) **Membership Renewal:** As defined by the Membership Plan you select, you can opt-out of or keep the pre-selected "AUTO-RENEW." If selecting Auto-Renew, your payment will automatically extend for successive renewal periods of the same duration as the term originally described in your Membership Plan (e.g., yearly or monthly), at the then-current non-promotional rate associated with your Membership Plan. You may change your Membership Plan or discontinue your Membership by using the Account Settings functions on the Site. Your Membership will not be renewed after the canceled term expires.
- (c) **Age Requirements:** To become a Member of the Service, you must be 13 years of age or older.
- (d) **Information Retention:** Member information is retained for 2 years after the cancellation or expiration of the Membership Plan.
- (e) **Inactive Accounts:** If you fail to keep your subscription active and in good standing for more than 2 years, LEGACYVAULT reserves the right to delete your account. Commercially reasonable efforts will be made to send you an e-mail notice alerting you to the potential deletion of your account from the Site.
- (f) **Reactivation of Account:** Upon your payment of a reactivation fee and any other fees, if applicable, LEGACYVAULT will reactivate your subscription membership. Under limited circumstances LEGACYVAULT will be able to retrieve data stored under your initial Membership Plan. LEGACYVAULT will determine on a case-by-case basis if, and to which extent, your data stored under your initial Membership Plan can be retrieved.

2. SERVICES

- (a) **General Information:** The LEGACYVAULT Service allows a Member to safely store encrypted copies of

private information ("Private Information") online. At the time of the member's incapacitation or death and after the Safety Delay Period (as defined below), set by the Member, has been met the Member's Private Information will be made available to the Account Trustees through the LEGACYVAULT Account Activation System ("AAS"). For purposes of this Agreement, Safety Delay Period means the period of time in which Member will receive a notification email every day indicating that the account activation process has begun. No information will be released to the Account Trustees until the end of the Safety Delay Period. Members can stop the activation process by logging in to his/her account and following the corresponding steps.

- (b) **Account Activators and Account Trustees:** LEGACYVAULT relies solely on the information you have entered, including, but not limited to, the designation of the Account Activators, and the AAS for the release and delivery of your information to Account Trustees pursuant to your specifications. LEGACYVAULT strongly recommends that you appoint reliable and responsible people to act in these appointed capacities – as an Account Activators and as an Account Trustees. **ONCE THE THRESHOLDS THAT YOU HAVE SET ARE MET, YOUR PRIVATE INFORMATION WILL BE SENT TO THE INDIVIDUALS YOU APPOINTED PURSUANT TO THE TERMS OF THIS AGREEMENT.** Account Activators and Account Trustees are not legal appointments and do not confer any legal rights.
- (c) **THE ACCOUNT ACTIVATION SYSTEM RELIES ON THE INFORMATION YOU HAVE ENTERED. LEGACYVAULT STAFF CANNOT SEE OR READ ANY OF YOUR DATA. THE RELEASE OF YOUR INFORMATION IS SOLELY DEPENDENT ON THE ACCOUNT ACTIVATORS YOU HAVE SELECTED.**
- (d) **Free trials and promotions:** LEGACYVAULT may from time to time offer free trials or promotional accounts without cost or at a reduced cost for a specified period. One week prior to the expiration of the promotional period you will receive an email notifying you of the end of the promotional period. The email will also contain a "link" for you to continue the service as a paying member at the published membership rate.

3. CONTENT

- (a) **Definition:** Any information or media that you enter or upload to the Service, or otherwise submit as part of your use of the Service, including, without limitation, photographs and other images, text, graphics, videos, visuals, sounds, data, files, and other materials (collectively, "Content"), is yours and private. **THEREFORE, BY USING THE SERVICES NO LICENSE IS GIVEN TO LEGACYVAULT OR ANY OF ITS AFFILIATES.**
- (b) **Content Accuracy:** LEGACYVAULT recommends that you supply true, accurate, current and complete information about yourself when setting up your account. Supplying false information will void the Services offered to you on the Site.
- (c) **Content Lawfulness:** Although LEGACYVAULT staff cannot see or read any of your data, you specifically represent and warrant that your Private Information shall not include any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You specifically represent and warrant that your Private Information is not intended to encourage or coerce any other person to violate any applicable law, including the laws of wills and probate, which govern the transfer of legal title of your assets and property to your heirs.

4. THIRD PARTY SERVICES & CONTENT

- (a) **Scope:** LEGACYVAULT does not allow any third-party marketer's access to the Site. There are several advertisers on the integrated marketing platform, these advertisers are independent of LEGACYVAULT and your use or participation with any of their offers, services or products is solely between you and the third-party company. LEGACYVAULT disclaims all express, implied and statutory warranties with regard to third party content, product or services. LEGACYVAULT provides a list of third-parties advertisers at

www.legacyvault.com/legal . For information about to whom LEGACYVAULT share your information, please refer to LEGACYVAULT Privacy Policy at www.legacyvault.com/legal.

5. LINKS FROM THIRD PARTY SITES

- (a) **Scope:** Any Website that links to LEGACYVAULT (1) may link to, but not replicate, any portion of the Site; (2) may not imply that LEGACYVAULT is endorsing such Web Site or its services or products, unless otherwise expressly agreed by LEGACYVAULT; (3) may not misrepresent its relationship with LEGACYVAULT; (4) may not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages; (5) may not portray LEGACYVAULT or the LEGACYVAULT Services in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate LEGACYVAULT with undesirable products, services, or opinions; and (6) may not use any LEGACYVAULT trademark or service mark without our express written permission. LEGACYVAULT may, in its sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link.

6. PAYMENT

- (a) **Purchase:** When purchasing a Membership Plan, you agree to pay in full for your Membership Plan along with any additional amounts incurred due to your selection of additional services. By using the Service, you consent to receiving electronic communications from LEGACYVAULT. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- (b) **Payment Methods:** All approved payment methods are listed at the time of payment. We do not accept any payment methods other than the options provided on the Site.
- (c) **PCI:** LEGACYVAULT and our payment providers are Payment Card Industry Data Security Standard (PCI DSS) compliant. A PCI DSS attestation of compliance is available by request.
- (d) **Refunds:** Refunds are available only in the first 7 (seven) calendar days after you purchase your Membership Plan.
- (e) **Recurring Billing:** All Membership Plans consist of either an initial one-year period, for which there is a one-time charge, followed by recurring annual charges, or if you are on the monthly plan - an initial monthly charge, followed by recurring monthly charges. By accepting the terms of this Agreement, you acknowledge that your Membership Plan has an initial and recurring payment feature and you accept responsibility for all charges prior to cancellation. Subject to the terms of Section 1.b, Member can opt out from the auto-renewal option at any time. However, Member will be financially obligated to pay any amount due for the remaining of his/her Membership Plan term.
- (f) **Payment information:** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING THE PAYMENT METHOD FOR YOUR ACCOUNT. You must promptly update all information to keep your account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or email or password. Changes to such information can be made within the account settings functions of the site. IF YOU FAIL TO PROVIDE LEGACYVAULT ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU UNDER THE TERMS OF YOUR MEMBERSHIP PLAN UNLESS YOU HAVE TERMINATED YOUR MEMBERSHIP PLAN FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY LEGACYVAULT).

7. TERMINATION

- (a) **Scope:** This Agreement is effective until terminated. If we believe that you have, or may have, breached any of the terms, conditions, representations or warranties of these terms and conditions, LEGACYVAULT may immediately terminate or suspend this Agreement, at LEGACYVAULT'S sole discretion. You agree that LEGACYVAULT, may terminate your Membership Plan (or any part thereof) or use of the Service, and remove and discard any Content (as defined in Section 3 above) including, but not limited to, any and all information, communications, albums, image files or any other Content within the Service, at any time, without notice, for any reason.
- (b) **LEGACYVAULT Liability:** Further, you agree that LEGACYVAULT shall not be liable to you or any third-party for any termination of your access to the Service. Termination of this Agreement by LEGACYVAULT is without prejudice to any other remedies LEGACYVAULT may have at law or in equity. The Agreement provisions relating to representations and warranties, disclaimers of warranties, limitation of liability, indemnification, confidentiality, proprietary rights, dispute resolution and payments shall survive termination or expiration of this Agreement.
- (c) **Members Access after Termination:** Subject to the terms of Section 7(e) below, upon termination of this Agreement, you no longer have authorized access to or use of the Site and any LEGACYVAULT Service, and any subsequent access or use without the prior written consent of LEGACYVAULT is prohibited.
- (d) **Membership Cancellation:** You have the right to terminate your Membership Plan at any time by contacting our Customer Service Department at support@legacyvault.com. The cancellation of your Membership Plan or ceasing all use of the Service is your only remedy with respect to any dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request.
- (e) **Service Access After Termination:** If you discontinue your Membership Plan, you may use the Services associated with such Membership Plan until the end of the active Membership term. However, you will not be eligible for a pro-rated refund of any portion of the fee paid.

8. ACCOUNT ACTIVATOR - USING THE SERVICE AS AN ACCOUNT ACTIVATOR

- (a) **Scope:** This section of this Agreement shall only apply to you to the extent that you register for the Service to act as an Account Activator. Until such time as you either complete your responsibilities or terminate your status as an Account Activator you agree to be bound by the terms and conditions of this Agreement that apply to all users and that apply specifically to Account Activators.
- (b) **Term:** This Agreement will remain in full force and in effect until such time as you either complete or terminate your status as an Account Activator, unless you are also a Trustee for another member or you are a Member of LEGACYVAULT.
- (c) **Termination:** You may terminate your status as an Account Activator at any time by using the account settings functions located on your account Dashboard. Any termination of your status as an Account Activator will be subject to the terms of this Agreement in all respect. We may terminate your status as an Account Activator at any time upon violation of this Agreement by sending notice to you at the email address you associated with your account. Upon termination of your status as an Account Activator, your access to the Site will be terminated, unless you are also a Trustee for someone else or you are a Member and have not terminated your status as a Trustee or terminated your Membership.

9. ACCOUNT ACTIVATION SYSTEM

- (a) **Purpose:** The purpose of the Account Activation System is to protect against unauthorized release or disclosure of a Member's Private Information.

- (b) **Starting Period:** Upon the incapacitation or death of the Member whom you have accepted the role as an Account Activator, you must initiate the Account Activation System through the Site. The Account Activation System is described in detail on the Site, and we expressly reserve the right to change the Account Activation System at our sole discretion. At present, our verification process requires a Member to choose the number of Account Activators required to activate such Member's account.
- (c) **Activator Responsibility:** It is your responsibility as an Account Activator to initiate the Account Activation System. You hereby acknowledge and agree that your failure to initiate and complete the Account Activation sequence will result in no reports being sent to the Account Trustee. You further expressly acknowledge and agree that LEGACYVAULT relies exclusively on the Account Activation System for Account Activation and the release of any information. LEGACYVAULT IS NOT ABLE TO ACTIVATE OR RETRIEVE ANY INFORMATION FROM MEMBER'S ACCOUNTS.
- (d) **No receipt of private information:** You hereby acknowledge and agree that as an Account Activator, you shall not have any access or receive any Private Information from the Member who designated you as an Account Activator.

10. TRUSTEE – USING THE SERVICE AS TRUSTEE

- (a) **Scope:** As a Trustee, you shall receive access to the Private Information of the Member who designated you as a Trustee, and for whom you accepted the role as Trustee.
- (b) **Release of Member's Private Information:** You hereby acknowledge and agree that the release of any information to you in your role as a Trustee, including Private Information, may be delayed due to circumstances beyond the control of LEGACYVAULT, including, but not limited to the pre-selected Account Activation thresholds set by the Member not being met. Consequently, you hereby acknowledge and agree that it is possible that you may never receive the report or access to the account data of the Member who designated you as a Trustee.
- (c) **Format of Private Information Release:** If the threshold is met the report of the Member will be automatically sent via email as per the instructions of the Member. You hereby acknowledge and agree that LEGACYVAULT cannot provide any information in a non-digital format or transform the Private Information to any digital format. LEGACYVAULT has no access to the information in unencrypted form.

11. LOSS OF ORIGINAL CONTENT

- (a) **Members Acknowledgement:** You, the Member, understand and agree that the submission of any digital media to LEGACYVAULT, and the download or upload of any material through the LEGACYVAULT Site is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your photos, and any damage to your computer system or loss of data that may result in the download or upload of any material.
- (b) LEGACYVAULT DOES NOT ASSUME ANY RESPONSABILITY FOR ANY LOSS, PHYSICAL, OR PERSONAL DAMAGE, OR ANY OTHER TYPE OF DAMAGE THAT MAY IN ANY WAY RESULT FROM THE USE OF ITS PRODUCTS OR SERVICES. LEGACYVAULT SHALL ASSUME NO RESPONSABILITY NOR LIABILITY, FOR DAMAGE, LOSS, DELAY OR IRREGULARITY TO PERSON OR PROPERTY IN CONNECTION WITH ANY SERVICE ADVERTISED HEREIN OR BY SERVICES PROVIDED BY THIRD PARTIES OVER WHICH LEGACYVAULT HAS NO CONTROL. UNDER ALL CIRCUMSTANCES LEGACYVAULT (ITS OWNERS, OFFICERS, ASSOCIATES, AGENTS, EMPLOYEES AND CONTRACTORS) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF LEGACYVAULT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. COVENANTS

- (a) **Acceptance of Business Model:** LEGACYVAULT is a service company offering its services globally. LEGACYVAULT has offices located in the United States. LEGACYVAULT reserves the right to use any of its offices for providing service to its customers. LEGACYVAULT reserves the right to change this service model at any time.
- (b) **No guarantee regarding account activation:** LEGACYVAULT provides no guarantees or warranties regarding the actions of any Account Activator or Account Trustee. You hereby acknowledge that it is possible that your Account Activators may not undertake the necessary steps to authorize the release of your Private Information to your Trustees.

13. ARBITRATION

- (a) **Scope:** Any dispute arising out of this Agreement, your use of the Site, or your use of the Service shall be adjudicated by binding arbitration under the rules of the American Arbitration Association. The arbitration shall take place in Houston, Texas. In the event a court action is initiated in connection with this Agreement, your use of the Site, or your use of the Service, you agree to personal jurisdiction and exclusive venue in the state and federal courts sitting in Harris County, Texas. The preceding sentence shall not be construed in any way as to limit the requirement that a dispute arising out of this Agreement, your use of the Site, or your use of the Service be adjudicated by binding arbitration as set forth in this subparagraph.

14. LEGACYVAULT INTELLECTUAL PROPERTY

- (a) **Ownership:** Unless otherwise specified, all information appearing on the Site including documents, services, text, graphics, Site design, images, logos and icons, as well as the selection and arrangement thereof, are the sole property of LEGACYVAULT, Copyright 2016. LEGACYVAULT and the LEGACYVAULT Logo, are registered trademarks licensed by Pterodactyl, LLC. LEGACYVAULT provides products, content and services through the Site, including content, trademarks, logos, graphics and images (excluding Members Content) that are copyrighted works owned by or licensed to LEGACYVAULT. Therefore, all intellectual property rights in and to the Service are owned by or licensed by Pterodactyl, LLC. Those rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the right to apply for protection of the same.
- (b) **Third-Party Intellectual Property:** All other trademarks, logos and service marks displayed on the Site are the property of their respective owners.
- (c) **General Use Restrictions:** You agree that you have no right to copy, reproduce, edit, or modify any these materials. You agree that you have no right, title or interest in the Site or any Materials provided on the Site. All rights not expressly granted herein are reserved.

15. INDEMNIFICATION

- (a) **Scope:** You agree to indemnify, defend and hold LEGACYVAULT and its officers, directors, employees, affiliates, agents, licensors, contractors and business partners (“Indemnified Party”) harmless from and against any and all costs, damages, liabilities, suits, claims and expenses (including attorneys’ fees and costs of defense) LEGACYVAULT or any other Indemnified Party suffers in connection to or arising from your breach of this Agreement.

16. DISCLAIMER OF WARRANTIES

- (a) **Scope:** The Site and all products and services provided through it are provided "as is" with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement, are expressly disclaimed. To the fullest extent permitted by law, LEGACYVAULT disclaims any warranties for the security, reliability, timeliness, and performance of the LEGACYVAULT Site or the LEGACYVAULT service. LEGACYVAULT further disclaims, to the fullest extent permitted by law, any warranties for any information or advertisement obtained through the Site.
- (b) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS STATED IN THE AGREEMENT MAY NOT APPLY TO YOU.
- (c) **No representation regarding wills, probate, or intestate succession:** LEGACYVAULT is not a substitute for a "WILL" or other document that governs the transfer of assets to a Member's heirs. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT USING THE SERVICE DOES NOT SERVE AS A SUBSTITUTE FOR A "WILL" AND DOES NOT EXEMPT ANY ASSETS FROM THE LAWS OF PROBATE AND INTESTATE SUCCESSION IN YOUR JURISDICTION.** You hereby acknowledge and agree that LEGACYVAULT has not represented to you or led you to believe that by using LEGACYVAULT, you need not obtain independent legal advice to assist you in preparing an enforceable "WILL" or in determining your rights as an heir. LEGACYVAULT is not a law firm and provides no legal advice. You should consult with a qualified attorney for advice regarding the preparation of a "WILL" and the disposition of assets to heirs.
- (d) Use promo code "TERMS" in order to receive a free 6-month premium membership. Thank you for reading our Terms and Conditions!

17. MISCELLANEOUS

- (a) **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of agreement between you and LEGACYVAULT with respect to the Site and the Service and other subject matter herein and replaces and supersedes all prior written and oral agreements, including prior versions of this Agreement.
- (b) **Assignment:** You may not assign any rights granted to you or delegate any of your duties hereunder; any attempt to do so is void and of no effect. LEGACYVAULT may assign its rights and delegate its duties under this Agreement in their entirety in connection with a merger, reorganization or sale of all, or part, of its assets relating to this Agreement.
- (c) **Governing Law & Venue:** **This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or your use of the Services will be filed only in the federal courts located in Houston, Texas.** You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.
- (d) **No Waiver:** Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in this Agreement. In such case, the other provisions of this Agreement shall remain in full force and effect.
- (e) **No Third-Party Beneficiaries:** You hereby acknowledge and agree that there shall be no third-party rights or third party beneficiaries created or conferred under this Agreement.

(f) **National and local laws:** LEGACYVAULT controls and operates this Site from its headquarters in the United States of America and the service may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws, rules and regulations.