

**BY ACCEPTING THESE TERMS OF SERVICE AND USING THE SERVICE (DEFINED BELOW), YOU UNDERSTAND AND ACKNOWLEDGE THAT WEALTH, INC. IS NOT AN ATTORNEY AND IS NOT A LAW FIRM, AND MAY NOT PERFORM SERVICES PERFORMED BY AN ATTORNEY. ITS TEMPLATES AND FORMS ARE NOT A SUBSTITUTE FOR THE SERVICES OR ADVICE OF AN ATTORNEY. YOU UNDERSTAND THAT YOU ARE REPRESENTING YOURSELF IN THIS AND ANY ASSOCIATED LEGAL MATTER.**

## **WEALTH TERMS OF SERVICE**

***Date of Last Revision: August 22, 2022***

### **Acceptance of These Terms of Service**

Wealth, Inc. (“Company,” “we,” “us,” or “our”) provides access to our platform and related content to you through our website(s) located at <http://wealth.com/> (the “Site”) and through our mobile applications and related technologies (“Mobile Apps,” and collectively, such Mobile Apps and the Site, including any updated or new features, functionality and technology, the “Service”). The platform provides access to one or more services (described below) and may require you to sign up for a Paid Subscription (defined below) to access select aspects of the Service. All access and use of the Service is subject to the terms and conditions contained in these Terms of Service (as amended from time to time, these “Terms of Service”). By accessing, browsing, or otherwise using the Site, Mobile Apps, or any other aspect of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Service.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service by visiting the “Terms of Service” link on the Site. We will also notify you of any material changes, either through the Service user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Service.

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**

**WE ARE NOT A FINANCIAL PLANNER, OR AN INVESTMENT, FINANCIAL, TAX, OR LEGAL ADVISOR. THE SERVICE IS NOT INTENDED TO PROVIDE INVESTMENT, LEGAL, TAX, OR FINANCIAL ADVICE. The information provided by Company, along with the content of our Service related to legal matters ("Legal Information"), is provided for your private use and does not constitute legal advice. Company provides a platform for Legal Information and self-help. The Service is intended only to assist you in decision-making in connection with estate planning and asset management based on a finite set of data about you. Options presented are based on certain assumptions and the data we have considered. Your personal financial situation is unique and dependent on many circumstances and factors not captured by the Service, and any information and recommendations obtained through the Service may be given without knowledge of, access to, or consideration of such other circumstances and factors. Additionally, we do not (i) review any information you provide us for legal accuracy or sufficiency, (ii) draw legal conclusions or evaluate your selection of forms, or (iii) apply the law to the facts of your situation as disclosed by you. Before you make any final decisions concerning your estate plan or implement any other financial strategy, you should obtain additional information and advice from a licensed attorney, accountant, and other legal and financial advisors who are fully aware of your individual circumstances. THE SERVICE IS NOT A REPLACEMENT FOR PERSONAL ADVICE FROM A LICENSED ATTORNEY, ACCOUNTANT, OR OTHER LEGAL AND FINANCIAL ADVISORS. Also, any recommendation we make may have many recommendation components that work together to achieve an optimal result. If you choose not to follow each and every recommendation, the final result may not have the desired outcome. Legal Information provided by Company through its Service is not a substitute for legal advice from a qualified attorney licensed to practice in an appropriate jurisdiction. Communications between you and Company will not be protected as**

***privileged communications under the attorney-client privilege or work product doctrine. You are solely responsible for determining the appropriateness of using, and applicability to you of, any documents, work product, or information produced by the Service.***

**Your Privacy:** At Company, we respect the privacy of our users. For more information please see our Privacy Policy (the “Privacy Policy”) by visiting the “Privacy Notice” link on the Site. By using the Service, you consent to our collection, use, and disclosure of personal data and other data as outlined therein.

**Additional Terms:** In addition, when using certain features through the Service, you will be subject to any additional terms applicable to such features that may be posted on or within the Service from time to time. All such terms are hereby incorporated by reference into these Terms of Service.

## **Access and Use of the Service**

**Service Description:** The Service is a software-as-a-service product, and certain aspects of the Service are generally available to users with a Paid Subscription (defined below). Among other things, the Service provides tools that assist your tracking and managing of your net worth and visualizing your asset holdings and the potential disposition of your assets upon death. You can also store documents in a digital vault. To the extent you have access to any aspects of the service, you will also have access to any updates or upgrades that are generally released for those aspects of the Service. Company offers a variety of document management solutions (“Document Management Solutions”) as part of the Service as well. Each Document Management Solution is a software-as-a-service product that allows users to create and modify specified documents. The Document Management Solutions also include workflows that are applicable to each document and guide users through recommendations based on the general application of laws across various jurisdictions (and subject to any legal disclaimers disclosed in the Document Management Solutions) and not based on the user’s particular circumstances. You understand and acknowledge that we are not an attorney and are not a law firm, and may not perform services performed by an attorney. Our templates and forms are not a substitute for the services or advice of an attorney. You understand that you are representing yourself in this and any associated legal matter. To see a list of the estate planning forms offered through the Document Management Solutions, please see “Wealth Pricing and Offerings,” attached as **Exhibit A**, as amended from time to time.

**Service Use:** You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit,

transfer, or upload for any purposes, any portion of the Service, use of the Service, or access to the Service.

**“As Is” Status:** By accepting these Terms of Service or using the Service, you understand and acknowledge that the Service is being provided and made available on an “As Is” or “As Available” basis. The Service may contain bugs, errors, and other problems. Company strongly recommends that you back up all data and information prior to using the Service. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION, OR DATA. In addition, Company is not obligated to provide any maintenance, technical, or other support for the Service.

**Your Registration Obligations:** You may be required to register with Company or provide information about yourself (e.g., name and email address) in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under thirteen (13) years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**Member Account, Password, and Security:** You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Company will not be liable for any loss or damage arising from your failure to comply with this paragraph.

**Modifications to Service:** Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service (or any part thereof).

**General Practices Regarding Use and Storage:** You acknowledge that Company may establish general practices and limits concerning use of the Service, including the maximum period of time that data or other content will be retained by the Service or Company, and the maximum storage space that will be allotted on Company’s or its third-party service providers’ servers on your behalf. You agree that

Company has no responsibility or liability for the deletion or failure to store any data or other content maintained by or uploaded to the Service. You acknowledge that Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **Conditions of Access and Use**

**Fees:** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Company information regarding your credit card or other payment instrument. You represent and warrant to Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (e.g., a change in your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize Company to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Company know within sixty (60) days after the date that Company charges you. We reserve the right to change our prices from time to time. If we change our prices as published herein, we will provide notice to you of such change at least thirty (30) days before the change is to take effect, and the notice will be provided either on our Site or sent to you by email to the personal email address that you provided to us when you registered on our Site, at our option. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice, or the Service may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all taxes associated with the Service other than U.S. taxes based on Company's net income.

**Payment Processing:** Notwithstanding any amounts owed to Company hereunder, COMPANY DOES NOT PROCESS PAYMENT FOR ANY SERVICES. To facilitate payment for the Service via bank account, credit card, or debit card, we use third-party payment processors (collectively, "Payment Processors"). These payment processing services are provided by the Payment Processors and are subject to the applicable Payment Processor's terms and conditions, privacy policy, and all other

relevant agreements (collectively, the “Payment Processor Agreements”). By agreeing to these Terms of Service, if you use the payment functions of the Service, you also agree to be bound by the applicable Payment Processor Agreement for the payment function that you are using, as the same may be modified by the applicable Payment Processor from time to time. You hereby authorize the applicable Payment Processor to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact the applicable Payment Processor for more information. Company assumes no liability or responsibility for any payments you make through the Service.

**Refunds and Cancellations:** If you sign up for a paid subscription to the Service (a “Paid Subscription”) your Paid Subscription will automatically renew at the end of the then-current subscription term (*i.e.*, month or year, as applicable). You may cancel your Paid Subscription at any time, but any fees paid for any Paid Subscriptions are non-refundable and non-creditable (including that you will not be entitled to refunds or credits for partial months).

**Cooperation:** You may be asked to provide feedback regarding your use of the Service. Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Service (“Submissions”) provided by you to Company is non-confidential. Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you, and you hereby assign to Company all right, title, and interest (including all intellectual property rights) in and to such Submissions.

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials (“content”) that you make available to Company, including by uploading, posting, publishing, or displaying (hereinafter, “upload(ing)”) via the Service or by emailing or otherwise making available to other users of the Service (collectively, “User Content”). The following are examples of the kinds of content and/or uses that are illegal or prohibited by Company. Company reserves the right to investigate and take appropriate legal action against anyone who, as determined by Company in its sole discretion, violates this provision, including removing the offending content from the Service, suspending or terminating the account of such violators, and reporting the violator to law enforcement authorities. You agree not to use the Service to:

- a. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware

or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of Company, is objectionable or restricts or inhibits any other person from using or enjoying the Service, or may expose Company or its users to any harm or liability of any type;

- b. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- c. violate any applicable local, state, national, or international law, or any regulations having the force of law;
- d. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e. solicit personal information from anyone under the age of eighteen (18);
- f. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- h. further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- i. obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
- j. circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content (as defined below)) available on or through the Service, including through the use of virtual private networks; or
- k. engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Company from accessing the Service

(including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

**Competitors:** No employee, independent contractor, agent, or affiliate of any competing estate planning or asset management services company is permitted to view, access, or use any portion of the Service without express written permission from Company. By viewing, using, or accessing the Service, you represent and warrant that you are not a competitor of Company or any of its affiliates, or acting on behalf of a competitor of Company in using or accessing the Service.

**Family Members; Couple's Subscription Plans:** You may not transfer or assign your Subscription Plan to another party, but you may extend coverage to one (1) partner of yours, whether you are married to, in a civil union, domestic partnership or other relationship with such person, whether that relationship is legally recognized or not by the United States or any other government or within any jurisdiction ("Partner"). The Partner to whom you extend coverage under these Terms of Service is bound by the requirements, restrictions, and limitations of the terms set forth in these Terms of Service. You and your Partner acknowledge that there is no expectation of privacy between you and your Partner by Company concerning the Service in connection with these Terms of Service. We shall be at liberty to share with either of you, without prior consent of the other, partial or completed financial data and other information used or related to the Service.

### **Mobile Services and Software**

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device, and (iii) the ability to access certain features and content through Mobile Apps (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Company and other entities by SMS, MMS, text message, or other electronic means to your mobile device, and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Company account



information to ensure that your messages are not sent to the person that acquires your old number.

**Ownership; Restrictions:** The technology and software underlying the Service or distributed in connection therewith are the property of Company, its affiliates, and its licensors (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company.

**Special Notice for International Use; Export Controls:** Company is headquartered in the United States. If you access or use the Service 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. Software available in connection with the Service and the transmission of applicable data, if any, are subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

### **Intellectual Property Rights**

**Service Content:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you upload to or make available through the Service in accordance with these Terms of Service. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

**Trademarks:** The Company name and logos are trademarks and service marks of Company (collectively the “Company Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to our exclusive benefit.

**Third-Party Material:** Under no circumstances will Company be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Company and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content:** You represent and warrant that you own all right, title, and interest in and to such User Content, including all copyrights and rights of publicity contained therein. You hereby grant Company and its affiliated companies, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Service in any form, medium or technology now known or later developed. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

You hereby authorize Company and its third-party service providers to derive statistical and usage data relating to your use of the Service ("Usage Data"). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

You acknowledge and agree that Company may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users, or the public. You understand that the technical processing and transmission of the Service, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

**Copyright Complaints:** Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have

been otherwise violated, you should notify Company of your infringement claim in accordance with the procedure set forth below.

Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Company’s Copyright Agent at [legal@wealth.com](mailto:legal@wealth.com) (Subject line: “DMCA Takedown Request”). You may also contact the Copyright Agent by mail or facsimile at: Wealth, Inc., 2425 E Camelback Rd Suite 150, Phoenix, AZ 85016 or (602) 786-7797.

To be effective, the notification must be in writing and contain the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works or other intellectual property are covered by a single notification, a representative list of such works or other intellectual property;
- identification of the content that is claimed to be infringing or to be the subject of infringing activity, and where the content that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or are authorized to act on the behalf of the owner of the copyright or intellectual property that is allegedly infringed.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use

the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement by you, made under penalty of perjury, that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content to be removed or disabled; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the United States District Court for the District of Arizona, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that party that Company may replace the removed content or cease disabling it within ten (10) business days. Unless the owner of the applicable copyrighted work or other intellectual property files an action seeking a court order against Company or the user, the removed content may be replaced, or access to it restored, within ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

***Repeat Infringer Policy:*** In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, the accounts of users who are deemed to be repeat infringers. Company may also, at its sole discretion, limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Third-Party Services and Websites**

The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of

their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store, and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy. Company has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Company, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Company enables these Third-Party Services merely as a convenience, and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

### **Indemnification**

To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless Company, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “Company Parties”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service, or your violation of any rights of another. Company will provide notice to you of any such claim, suit, or proceeding. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Company’s defense of such matter. You may not settle or compromise any claim against the Company Parties without Company’s written consent.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY PARTIES

EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE COMPANY PARTIES MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. THE COMPANY PARTIES SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (E) ANY MODIFICATIONS, ALTERATION, OMISSION, DELETION, OR INSERTION YOU MAKE TO ANY DOCUMENTS, WORK PRODUCT, OR INFORMATION PRODUCED BY OR RELATED TO THE SERVICE; (F) THE FAILURE TO CONSULT WITH A LICENSED ATTORNEY, ACCOUNTANT, AND OTHER LEGAL AND FINANCIAL ADVISORS PRIOR, DURING, AND AFTER THE USE OF THE SERVICE; OR (G) ANY OTHER MATTER RELATING TO OR RESULTING, DIRECTLY OR INDIRECTLY, FROM THE SERVICE. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT

YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMER OF WARRANTIES," AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

### **Dispute Resolution By Binding Arbitration**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

#### **a. Agreement to Arbitrate**

This section titled "Dispute Resolution by Binding Arbitration" is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between you and Company, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The

Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief**

***YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

**c. Pre-Arbitration Dispute Resolution**

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@wealth.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to legal@wealth.com ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

**d. Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the



AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**e. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Company or you under the AAA Rules, Company and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

**f. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**g. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

**h. Future Changes to Arbitration Agreement**

Notwithstanding any provision in these Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

**Termination**

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Company may

immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Service.

### **User Disputes**

You agree that you are solely responsible for your interactions with any other user, including a Partner to whom you extend coverage, if any, in connection with the Service, and Company will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

### **General**

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Company governing your access and use of the Service, and supersede any prior agreements between you and Company with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Arizona without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Company submit to the personal and exclusive jurisdiction of the state and federal courts located within Maricopa County, Arizona. The failure of Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. 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 Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Company, but Company may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these

Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Site. Company will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Company’s reasonable control.

### **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov); (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at Wealth, Inc., 2425 E Camelback Rd Suite 150, Phoenix, AZ 85016 or (602) 838-4187.

### **U.S. Government Restricted Rights**

The Service is made available to the U.S. government with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the U.S. government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Access or use of the Service (including the Software) by the U.S. government constitutes acknowledgement of our proprietary rights in the Service (including the Software).

### **Questions? Concerns? Suggestions?**

Please contact us at [support@wealth.com](mailto:support@wealth.com) or Wealth, Inc., 2425 E Camelback Rd Suite 150, Phoenix, AZ 85016 to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.

\* \* \*

**EXHIBIT A**

**WEALTH PRICING AND OFFERINGS**

***Date of Last Revision: August 22, 2022***

**Subscription Plans.**

Wealth, Inc. (“Company,” “we,” “us,” or “our”) offers the subscription plans as outlined below. You, as a subscriber, will have access to the services specified in your Subscription Plan for the duration of the Term (as defined below).

Plan	Core Plan	Will Plan	Trust Plan
Summary of Service	<ul style="list-style-type: none"><li>• Access to the Wealth platform, including visualizing tools, Emergency Access and learning center content</li><li>• Access to Document Management Solutions offered for your specific plan (see below)</li></ul>	<ul style="list-style-type: none"><li>• Access to the Wealth platform, including visualizing tools, Emergency Access and learning center content</li><li>• Access to Document Management Solutions offered for your specific plan (see below)</li><li>• One complimentary shipment of estate planning documents, at your option</li></ul>	<ul style="list-style-type: none"><li>• Access to the Wealth platform, including visualizing tools, Emergency Access and learning center content</li><li>• Access to Document Management Solutions offered for your specific plan (see below)</li><li>• One complimentary shipment of estate planning documents, at your option</li></ul>

Document Management Solutions (“Workflows”) Offered	<ul style="list-style-type: none"> <li>• Advance Health Care Directive</li> <li>• Durable Power of Attorney for Financial Matters</li> <li>• Nomination of Guardianship</li> </ul>	<ul style="list-style-type: none"> <li>• Last Will and Testament</li> <li>• Advance Health Care Directive</li> <li>• Durable Power of Attorney for Financial Matters</li> <li>• Nomination of Guardianship</li> </ul>	<ul style="list-style-type: none"> <li>• Revocable Trust</li> <li>• Last Will and Testament</li> <li>• Advance Health Care Directive</li> <li>• Durable Power of Attorney for Financial Matters</li> <li>• Nomination of Guardianship</li> </ul>
Individual Plan	\$129	\$189	\$529
Couples Plan	\$169	\$239	\$609
Monthly Renewal Fee	\$6	\$6	\$6

We recognize that couples who share their lives in various respects may also desire to engage in estate planning, asset management and financial planning together. To facilitate this process, we offer an upgrade to a Couple’s Subscription Plan for the additional fees shown above (“Additional Fees”). The relevant Additional Fee is applied to your Subscription Plan so that you can extend coverage to one partner.

The fees published above are our retail rates. The fee that we charge you for and the specific services (e.g., the availability of complimentary printing and shipping) provided through your Subscription Plan may differ from what is published in the above table depending on any agreements that we may have with your employer or our other partners. In the event that such an agreement is modified or terminated, or your employment status changes, the fees that we will charge you and the services provided to you as part of your Subscription Plan may be subject to change.

### **Term and Renewal.**

The initial subscription term for your Subscription Plan (the “Initial Term”) begins on the date you register on our Site by creating your account and will have a duration of one

(1) year. The Initial Fee (as described above) will be applied to the Initial Term. Changing between Subscription Plans, upgrading to a new Subscription Plan, or paying for additional services or features will have no effect on the Initial Term and will not change the start date of the Initial Term. After the Initial Term has ended, your subscription will automatically renew unless you submit a request to cancel your subscription, as described in our Terms of Service, and the Monthly Renewal Fee, as then in effect and as published from time to time on our Site, will be applied on a monthly basis thereafter.

We reserve the right to change our fees from time to time at our discretion. If we change our fees as published herein, we will provide notice to you of such change at least thirty (30) days before the change is to take effect, and the notice will be provided either on our Site or sent to you by email to the personal email address that you provided to us when you registered on our Site, at our option.

**Disclaimer Regarding Service.**

By purchasing a Subscription Plan or otherwise using the Service, you understand and acknowledge that Wealth is not an attorney and is not a law firm, and may not perform services performed by an attorney. Its templates and forms are not a substitute for the services or advice of an attorney. You understand that you are representing yourself in this and any associated legal matter.

*Additional terms governing your use of the Service can be found in the Wealth Terms of Service. Any term that is not defined herein shall have the same meaning as is given to that term in the Terms of Service. Notwithstanding any provision to the contrary, to the extent that any provision herein is inconsistent with a provision in the Terms of Service, the Terms of Service shall govern.*