TERMS OF SERVICE AND ELECTRONIC CONSENT

THIS IS A SELF-SERVICE DOCUMENT PREPARATION PACKAGE. YOU COMPLETE THE QUESTIONNAIRE, MAKE YOUR OWN PLANNING DECISIONS, REVIEW YOUR DOCUMENTS, AND ARRANGE SIGNING AND TRUST FUNDING.

NO INTAKE CALL, DOCUMENT REVIEW MEETING, ATTORNEY REVIEW, LEGAL ADVICE, OR EXTENSIVE EMAIL SUPPORT IS INCLUDED. DEED PREPARATION, PRINTING, BINDER, SHIPPING, NOTARY, AND RECORDING SERVICES ARE ADDITIONAL UNLESS EXPRESSLY INCLUDED IN YOUR ORDER.

ALL SALES ARE FINAL AFTER DIGITAL DELIVERY. ZERO REFUNDS WILL BE ISSUED EXCEPT WHERE REQUIRED BY APPLICABLE LAW.

1. Agreement and Scope

These Terms of Service and Electronic Consent ("Agreement") govern your purchase and use of TrusteeFriend's DIY estate planning package, questionnaire, client portal, automated document assembly, and related administrative services.

"TrusteeFriend," "we," "us," and "our" mean the legal entity identified as the seller in your checkout and order confirmation. "You" means the individual purchasing or using the service.

Your order confirmation identifies the selected package, price, included documents, and any purchased add-ons. Services not expressly included are outside the scope of your purchase.

By accepting this Agreement, you agree to these terms and the electronic consent provisions below.

2. Self-Service Document Preparation

TrusteeFriend provides technology, guided questionnaires, general explanations, automated document assembly, and digital delivery.

The software uses the information and choices you submit to populate standardized document templates. TrusteeFriend does not independently investigate your circumstances, verify ownership or family information, choose legal strategies, or determine which provisions are appropriate for you.

DIY means you complete the process independently. Access to questionnaires, examples, help text, or administrative assistance does not include personalized planning guidance.

3. Included Documents

Depending on the package selected, your order may include:

- Revocable Living Trust.
- Pour-Over Will.
- Financial Power of Attorney.
- Health Care Directive, Living Will, or Health Care Proxy.
- HIPAA Authorization.
- Nomination of Guardians, if applicable.

- Related documents expressly identified in your order.

Document titles and formats may vary by state and your submitted answers. Only documents identified in your order are included.

Deed preparation, a printed binder, printing, shipping, notarization, witnesses, and recording are not included unless expressly stated in your order.

4. No Legal Advice or Attorney-Client Relationship

TrusteeFriend is not a law firm and does not provide legal, tax, accounting, investment, insurance, or fiduciary advice.

General explanations, examples, document descriptions, automated checks, and administrative communications are for informational and self-help purposes. They are not recommendations that any document, provision, distribution, ownership arrangement, or strategy is suitable for you.

This DIY package does not include attorney review, legal representation, or an attorney-client relationship.

Ordinary communications with TrusteeFriend are not attorney-client privileged merely because they concern estate planning. Nothing in this Agreement waives a privilege that otherwise applies by law.

You may consult an independent attorney or tax professional before purchasing, completing, or signing documents.

5. Support Limits

Included support is limited to routine administrative email assistance concerning:

- Account access and technical difficulties.
- Accessing the questionnaire.
- Uploading requested information.
- Order status and document delivery.
- Reporting a suspected document assembly or preparation error.

The DIY package does not include intake calls, questionnaire completion by staff, phone consultations, document walkthroughs, review meetings, signing supervision, or extensive email support.

Repeated explanations, interpretation of provisions, assistance choosing beneficiaries or distributions, and analysis of legal or tax consequences are outside the package.

An account contact or administrative response does not create an entitlement to additional consultation time.

6. Additional Support and Upgrades

If your needs exceed the DIY package's limits, additional assistance requires a separately purchased service or an upgrade to Guided by Friend, Guided by Planner, Guided by Attorney, or an appropriate attorney-led service.

We will explain the additional scope and price before proceeding. **Additional services begin only after you approve the purchase and arrange payment. You will not be automatically charged for an upgrade.**

An educational meeting with an attorney, if separately purchased, does not necessarily include individualized legal advice or local counsel. The applicable service terms will identify its limits.

If you decline additional services, assistance remains limited to the DIY package. You remain responsible for completing the questionnaire and supplying clear instructions.

7. Your Information and Decisions

You agree to provide complete, current, and accurate information.

You are responsible for reviewing all names, relationships, fiduciary appointments, beneficiaries, distributions, addresses, asset descriptions, ownership information, and other details before submitting, approving, or signing documents.

TrusteeFriend may rely on information submitted through your account. Errors, omissions, conflicting answers, or outdated information may produce unintended results.

Automated checks may identify some missing or inconsistent answers. **They do not verify truth, identify every error, or establish legal sufficiency.**

You represent that you have authority to provide submitted information and documents.

8. Joint Plans and Assistance From Others

For a joint plan, each participant must review and approve their own choices and documents and separately accept this Agreement.

One participant may enter shared information with the other's permission. That permission does not authorize signing, accepting terms, or making personal planning decisions for the other participant.

If a financial professional, affiliate, family member, or other person helps enter information, you remain responsible for reviewing the submitted answers.

Participation on another person's behalf requires lawful authority and our approval. Our approval does not establish that you may legally make a particular planning decision or sign a particular document.

9. Documents Require Your Review and Completion

Generated documents are drafts for your review and completion. Generation, payment, digital delivery, or printing does not establish that they are legally effective.

You are responsible for satisfying the requirements applicable to each document, including signatures, witnesses, notarization, delivery, or acceptance where required.

Separate implementation steps—such as recording, retitling assets, or changing beneficiary designations—may also be necessary. These steps serve different purposes and are not universal requirements for every document.

Do not assume that accepting these terms electronically authorizes electronic signing of your estate planning documents.

10. Corrections and Changes

You must promptly report suspected discrepancies between your submitted information and generated documents.

TrusteeFriend will correct its own document assembly or preparation errors without an additional preparation charge. This obligation applies after digital delivery.

Changes to your answers, new instructions, additional documents, customized revisions, or changes after signing may require a separate fee. Charges will be disclosed for approval before additional work proceeds.

This correction process does not include legal analysis, an attorney's review, or advice about the suitability of your decisions.

11. Signing, Notarization, and Witnesses

You are responsible for arranging qualified witnesses and notarization and following the applicable signing instructions.

Notary and witness services are separate unless expressly included in your order. A notary's presence does not eliminate witness requirements.

Notarization does not establish that a document is legally sufficient, validate its contents, or constitute legal advice.

If you identify an error or unresolved issue affecting signing, address it before executing the affected document.

12. Trust Funding and Beneficiary Designations

Creating or signing a trust does not automatically transfer property into it.

Unless you purchase a specific service, TrusteeFriend does not retitle real estate, accounts, business interests, vehicles, or other assets; change beneficiary designations; obtain third-party consent; or verify trust funding.

You are responsible for working with the relevant institution or qualified professional to complete transfers and confirm their effect.

Listing property on a trust schedule does not necessarily transfer ownership. Assets outside a trust may pass through probate, beneficiary designations, survivorship, or other rules regardless of the trust's instructions.

13. Optional Deed Preparation and Recording

Deed preparation is separate unless expressly included in your order.

If purchased, you must provide the complete current recorded deed, legal description, ownership information, and required supporting documents. You must review the prepared deed before signing.

Deed services do not include title examination, title insurance, resolution of ownership disputes, probate, lender consent, or advice concerning taxes, reassessment, homestead rights, creditor consequences, or other legal effects.

The $50 electronic recording processing service and the county's actual recording fee are separate charges unless expressly included.

The $50 service covers administrative handling, processing, and applicable postage and shipping. Actual county recording fees are billed upon successful recording.

County acceptance and successful recording are not guaranteed. Recording does not establish that a transfer is legally or financially appropriate.

14. Optional Third-Party Services

Notary, printing, shipping, recording, and professional services may be performed by independent providers and are subject to separately disclosed terms.

Before an optional purchase, the applicable disclosures will identify its scope, price, and relevant scheduling or cancellation conditions.

A referral does not establish legal representation or guarantee acceptance by a professional. Any separately retained attorney's services are governed by the attorney's agreement, applicable law, and professional duties.

TrusteeFriend remains responsible for services it expressly agrees to provide; use of a provider does not eliminate obligations that cannot lawfully be delegated or disclaimed.

15. Fees and Payment

Your purchase price, payment schedule, and included services are stated at checkout and in your order confirmation.

Third-party charges and optional services are additional unless expressly included.

We may pause services for overdue payment, subject to applicable law. Choosing not to complete the questionnaire or use delivered documents does not, by itself, cancel agreed payment obligations.

No ongoing subscription, renewal charge, or paid upgrade is authorized by this Agreement unless separately and clearly disclosed and accepted.

16. Refund Policy

ALL SALES ARE FINAL ONCE YOUR PREPARED ESTATE PLAN DOCUMENTS HAVE BEEN DELIVERED DIGITALLY. ZERO REFUNDS WILL BE ISSUED AFTER DIGITAL DELIVERY, EXCEPT WHERE REQUIRED BY APPLICABLE LAW.

Digital delivery means sending your prepared documents by email or making them available through your account or a download link with notice to you.

This policy applies whether or not you open, download, print, sign, notarize, record, or use the documents.

Changing your mind, deciding not to sign, purchasing another service, or requesting changes does not create a refund entitlement after digital delivery.

Before digital delivery, cancellation requests will be evaluated under the terms disclosed at checkout and applicable law.

This policy does not eliminate our obligation to correct TrusteeFriend preparation errors, provide purchased services, or comply with rights and remedies that cannot legally be waived.

17. No Guarantee and Disclaimer of Warranties

TrusteeFriend does not promise that documents are error-free, complete, legally sufficient, enforceable, or suitable for your particular circumstances.

We do not guarantee avoidance of probate, tax savings, creditor protection, public benefits eligibility, successful recording, or acceptance by a court, financial institution, government office, or other third party.

Laws and personal circumstances change. Documents may require later review, amendment, or replacement.

We will use commercially reasonable efforts to provide the purchased technology and administrative services. Except for express promises and to the extent permitted by law, the portal and services are provided "as is" and "as available." We disclaim implied warranties of merchantability and fitness for a particular purpose where legally permitted.

These disclaimers do not excuse failure to perform expressly promised services or eliminate nonwaivable obligations.

18. Limitations of Liability

To the fullest extent permitted by law, TrusteeFriend is not liable for indirect, incidental, special, or consequential damages, including lost profits, opportunities, use, or data arising from the service.

Subject to the exceptions below, TrusteeFriend's total liability arising from an affected order will not exceed the total amount you paid TrusteeFriend for that order.

TrusteeFriend is not responsible for losses to the extent caused by inaccurate information, your planning choices, failure to review or properly execute documents, failure to complete implementation steps, or independent third-party conduct.

These limitations do not apply to fraud, willful misconduct, gross negligence, or liability that applicable law prohibits limiting. They do not excuse failure to perform expressly agreed services or reduce nonwaivable consumer rights.

Some jurisdictions do not permit particular limitations, so some provisions may not apply to you.

19. Account Security and Permitted Use

Keep your credentials, access codes, and sign-in links secure. Notify TrusteeFriend promptly of suspected unauthorized access.

You may use the service and delivered documents for your own lawful personal purposes. You may not resell templates, operate a competing document service using our materials, access another person's account without authority, or interfere with the portal.

You retain your rights in the information you submit. TrusteeFriend retains its rights in the software, templates, instructional materials, and other proprietary content, while granting you permission to use your purchased documents for your personal planning purposes.

Account authentication alone does not conclusively establish that you authorized an action. This section does not excuse our security obligations.

20. Privacy and Information Sharing

Our Privacy Policy, presented at checkout, explains how we collect, use, retain, and disclose personal information.

Relevant information may be shared with service providers as necessary to operate the portal and fulfill purchased services, subject to applicable law and appropriate safeguards.

A referral alone does not authorize a referring affiliate or financial professional to access your questionnaire, uploaded files, or generated documents. Any such access must be separately disclosed and appropriately authorized.

This Agreement does not itself authorize unrelated marketing, sale of personal information, or waiver of applicable privacy rights.

No internet or storage system is completely secure. We use reasonable safeguards but cannot guarantee that unauthorized access, transmission failures, or data loss will never occur.

21. Electronic Records and Consent

You consent to receive this Agreement, order records, disclosures, notices, and service communications electronically through the portal and by email.

Your electronic acceptance is intended to bind you to this Agreement to the same extent as a handwritten signature, subject to applicable law.

This consent concerns service records and this Agreement. It does not replace the execution requirements for wills, trusts, powers of attorney, health care documents, or deeds.

You need internet access, a valid email address, a current browser, and software capable of opening, saving, and printing PDF files.

You may request a paper copy of this Agreement or a required disclosure at no charge by contacting hello@trusteefriend.com. This does not include free printing or shipping of the estate plan package.

You may update your email address or withdraw electronic consent by contacting the same address. Withdrawal takes effect within a reasonable time and does not invalidate records previously provided or accepted.

There is no withdrawal fee, but withdrawal may prevent continuation of the online-only service. Cancellation and refund rights remain subject to Section 16 and applicable law.

Where required, we will obtain electronic confirmation of your ability to access the formats used. If technical requirements materially change, we will provide required notices and obtain renewed consent where necessary.

22. Communications

We may send transactional messages concerning access, questionnaires, payment, security, documents, and purchased services.

Marketing communications are subject to applicable consent and opt-out requirements.

Text messages require separately disclosed consent where required. Consent to marketing text messages is not a condition of purchase. Any text program's terms will identify applicable rates, frequency, and opt-out instructions.

23. Access, Storage, and Future Updates

You should promptly download and securely retain your documents and order records.

Your purchase does not promise permanent portal access, indefinite document storage, unlimited regeneration, or lifetime updates unless expressly stated in your order.

We do not monitor future changes in your family, assets, goals, or applicable law. Future amendments, restatements, additional documents, and updates may require another purchase.

Any disclosed access period or storage commitment in your order remains binding.

24. Service Restrictions and Suspension

We may restrict or suspend access reasonably necessary to address fraud, unauthorized activity, security threats, unlawful use, or material violations of this Agreement.

Where reasonably practicable, we will explain the issue and provide an opportunity to resolve it.

Suspension does not eliminate obligations concerning purchased deliverables, legally required access, refunds, or other nonwaivable rights.

25. Disputes and Governing Law

Before filing a claim, you and TrusteeFriend agree to provide written notice describing the issue and requested resolution and allow 30 calendar days after receipt for informal resolution.

You may send notice to hello@trusteefriend.com. We may send notice to your current email or mailing address on file.

This process does not extend a filing deadline or prevent action necessary to preserve a legal right.

This Agreement is governed by Oregon law, except that this choice does not deprive you of nonwaivable protections under otherwise applicable law. Real property ownership, transfer, and recording questions are governed by the law applicable to the property.

Court proceedings must be brought in a court with jurisdiction in Multnomah County, Oregon, unless applicable law requires or permits another forum.

This Agreement does not require arbitration or waive jury-trial or class-action rights.

26. Changes and General Terms

The version you accept governs your existing order. Material changes will not retroactively alter that order without your agreement.

We will maintain a record of the accepted terms and acceptance information.

If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law. Failure to enforce a provision is not a waiver.

Your order details govern selected services and prices. Specific add-on terms govern that add-on's scope and cancellation conditions. This Agreement governs general service terms, and the Privacy Policy governs described information practices.

An express promise is not displaced by a general disclaimer. No provision reduces rights that cannot legally be waived.

27. Client Acknowledgments

By accepting, you confirm that:

- You have read and agree to this Agreement.
- **DIY is a self-service package without an included intake call, review meeting, attorney review, or extensive support.**
- TrusteeFriend is not a law firm and does not provide legal advice.
- You are responsible for your information, planning choices, and final document review.
- Generated documents require proper execution and may require separate implementation steps.
- You are responsible for signing, witnesses, notarization, and trust funding.
- Deeds, binders, printing, shipping, notary, witnesses, and recording are additional unless expressly included.
- Support beyond the package requires a separately approved purchase.
- TrusteeFriend does not guarantee correctness, legal sufficiency, third-party acceptance, or a particular outcome.
- TrusteeFriend will correct its preparation errors as described above.
- **After digital delivery, all sales are final and no refunds will be issued except where required by applicable law.**
- You consent to electronic records and can access and retain the disclosed formats.
- For a joint plan, you accept for yourself and do not accept or sign for another person without lawful authority.