

Terms of Use / Terms of Service

(Last Updated: October 7, 2026)

These Terms of Use ("Terms") apply to your access to and use of the "Service" (as described hereunder) provided by OneDigitalTrust, Inc. or any of its subsidiaries and affiliates (collectively, "we", "us" or "our"). "You" and "your" refer to each customer, visitor or user of any Service. By clicking to agree to these Terms or by otherwise using the Service, you agree to these Terms.

If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section "Dispute Resolution and Binding Arbitration", do not access or use our "Service".

- 1. Our Service.** You may use our Service, which includes but is not limited to the following features of our software platform: (a) create, prepare and execute estate planning documents such as a Last Will, Living Will, a Revocable Trust, Powers of Attorney, (b) list assets in your schedule of assets, (c) use tools and calculators to consolidate and track your financial information in one place to allow you to review your probate, insurance, trust funding, estate planning and other estate-related information, (d) write short-stories about your life's experiences and bequeath (share) them to your descendants as a part of your life-legacy, (e) utilize a document vault for the storage, organization and sharing of important documents in digital format, and (f) utilize artificial intelligence, automated chat, or assistant features (collectively, "AI Features") that generate responses, content, or guidance based on the information you provide (collectively, the "Service").
- 2. The Service Provides No Financial or Estate Planning, Legal or Tax Advice.** You agree that this Service is not an investment advisory firm, accounting/tax firm, or law firm or an attorney, and does not provide legal advice. No attorney-client relationship or privilege is created between you and the Service. Instead, you are representing yourself in any legal matter you undertake, including any legal matter relating to your use of the Service. Any communication between you and the Service may be protected by our privacy policy but will not constitute communication protected by attorney-client privilege. No document created or shared by or through the Service is protected as attorney work product. You agree that the Service is not a financial or estate planner. Consult your own tax, legal, accounting, and other financial advisors before engaging in any estate planning or related transaction.

You are solely responsible and liable for any financial, tax, investment or legal decisions you make or related agreement you become a party to regardless of whether you use the Service to assist you in making such decisions or entering into such agreement. You waive all claims against us for any loss or damage that may occur because of your financial, tax, investment, legal or other similar decisions and you agree that we shall not be liable for any such losses or damages. The Service is a provider of software which generates self-help documents and materials, does not and will not provide clarifications, advice, orientation, or opinions regarding any potential legal or tax issues, or any other consequences, arising out of the execution of any self-help documents

created using the platform. The law governing particular documents or materials generated by the platform may change from time to time and varies by jurisdiction. You should consult your own attorney, financial, or tax advisor, to answer questions you may have regarding how any documents or materials provided through this Service may apply to you.

3. Use of Artificial Intelligence Features. The Service may include AI Features that generate responses, content, or other outputs based on information you provide. You acknowledge and agree that:

(a) AI-generated content may be inaccurate, incomplete, outdated, or misleading and is provided for informational and educational purposes only;

(b) AI Features do not provide legal, financial, tax, or other professional advice and are not a substitute for consultation with a qualified professional;

(c) you are solely responsible for evaluating, verifying, and determining the suitability of any AI-generated content before relying on it;

(d) your use of AI Features is at your own risk, and you assume full responsibility for any decisions, actions, or omissions made in reliance on AI-generated content;

(e) AI Features may rely on third-party service providers, and we make no representations or warranties regarding the availability, accuracy, or performance of such third-party services, and such providers may process your data on our behalf in accordance with applicable law and their respective terms and policies;

(f) we may monitor, review, or analyze interactions with AI Features to maintain, improve, and ensure the safety and functionality of the Service; and

(g) certain limitations of warranties and liability described in these Terms may not apply to you or may be limited if you are a resident of North Carolina.

4. Eligibility. You represent and warrant you: (a) are at least 18 years old; (b) have not been suspended or removed from using our Service; (c) have full power and authority to enter into these Terms and in doing so will violate no other agreement to which you are a party; (d) are not a national or resident of any country to which the United States has embargoed goods or services; (e) have not been identified as a "Specially Designated National" by the Office of Foreign Assets Control; (f) have not been placed on the U.S. Commerce Department's Denied Persons List; (g) will not use our Service outside the United States and (h) do not and will not have more than one account on the Service. If you are using the Service on behalf of an entity, (a) you represent and warrant you may bind that entity to these Terms, (b) that entity agrees to be responsible for you and any other user that accesses the Service on its behalf, including for your and their compliance with these Terms, and (c) all references to "you" will refer to you and that entity, jointly.

5. User Accounts and Account/Data Security. You will need to register for an account to access some or all of our Service. You agree to provide accurate account information and promptly update this information if it changes. You also agree to maintain the security of your credentials and account and promptly notify us if you discover or suspect that someone has accessed your account without your authorization. Your username and password are personal to you and may not be shared with any third parties. You are responsible for all activities that occur regarding your credentials or otherwise under your account. You provide us your data at your own risk and consent to have it processed in the United States. Your privacy is very important to us and you can access and view our Privacy Policy link at the bottom of the account creation page, login page and on each page in the application. You consent to have your personal data collected, used, transferred to and processed in the United States. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You agree that you provide your personal information and other data provided to us at your own risk.

6. Estate Planning Documents. If you prepare any Estate Planning Documents using the Service, these terms apply:

Any documents provided by or used by the Service (including any Estate Planning Documents) are not a substitute for the advice of an estate and financial planner or an attorney. You authorize us to create your estate planning documents via the Service using the information you provide via the Service. This Service will create your estate planning documents; however, you agree that you are solely responsible for (a) the information you provide, (b) reviewing the documents produced by the Service, and (c) ensuring you agree with terms contained in any document produced by this Service before you sign them. You agree that you are also solely responsible for independently determining whether the estate planning documents and filing instructions provided by the Service comply with the laws, regulations and rules of your applicable jurisdiction. The requirements for preparing estate planning documents vary depending on local, state and federal laws, regulations, and the interpretations of those laws and regulations by the courts in your jurisdiction. We cannot guarantee that the information provided by the Service is current or correct. Because of changes in the law, variations between and within jurisdictions, and different interpretations of the law exist, and you should consult with a licensed attorney in your jurisdiction regarding the applicability of the Service or the documents produced by the Service with respect to your particular circumstances. If your death or incapacitation occurs, to the extent applicable, you authorize us to (a) work and communicate with a person authorized to act on your behalf, or with your verified immediate family member(s) to have your account transition to a "deceased" status and (b) provide access to your will to your designated executor, your trust to your designated trustee, your powers of attorney to your designated attorney-in-fact, and your advance healthcare directive to your designated healthcare agent. You understand and agree that documents are prepared by the Service on a best-efforts basis using automated processes which

may be limited to completeness, spelling and for internal consistency of names, addresses and such. You agree to read the final documents before you sign them and agree to be solely responsible for the final documents. Any calculations provided by the Service, not limited to - insurance coverage for life-expenses or probate expense tracker, estate distribution and the like are: general estimates, based on many factors including but not limited to information you provide to us. These calculations are provided for your personal information and education and not a substitute for professional advice. Further, any such calculations may differ based on your specific situation and due to information we did not request from you. You have the sole obligation to determine if the estimates from the calculators and trackers are right for your situation.

7. **Review Legal Documents.** Occasionally, this Service conducts evaluations of Document Products as a standard practice aimed at enhancing the quality of its Service through continuous improvement. This Service exercises its exclusive discretion in determining whether and how to assess Document Products, as well as which ones to evaluate. This Service retains the right to engage with individual users on a per-case basis to discuss the outcomes of its internal assessments.
8. **NO WARRANTY.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ONEDIGITALTRUST OR THROUGH ITS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ONEDIGITALTRUST AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY CONTENT GENERATED BY AI FEATURES. THIS NO WARRANTY PARAGRAPH DOES NOT APPLY TO CONSUMERS WHO ARE RESIDENTS OF NORTH CAROLINA. THIS SERVICE DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND THIS SERVICE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

- 9. User to User Communication and Sharing.** You may permit the Service to communicate with any person or entity you add to the Service or authorize to have access to one or more modules in your account (each, a "Contact"). For example, if you share your "Stories", designate a Contact as the trustee of your trust, the Service may automatically send that Contact a message notifying them of your designation and asking them whether they accept such role. You may also share one or more of the documents produced by the Service with one or more of your Contacts through the Service (e.g. you may share your will with your designated beneficiaries or your attorney). You are solely responsible for any communications and interactions you make or that you authorize us to make with your Contacts.
- 10. Third-party Services and Products.** The Service may contain links to third-party websites and materials and we may send you offers for certain third-party services, products and materials we think may be relevant to you based on information provided by you (e.g. offer for a pet insurance policy). However, such offers are provided as a convenience and the Service will not be liable for any websites, products, services, materials or information provided by any third-party. If you purchase any third-party products or services, you are solely responsible for your purchasing decisions and if you visit any third-party websites, you may be subject to additional or different terms and privacy policies.
- 11. Account Information.** If such a feature is available and you choose to use it, you may sync third-party accounts with the Service to permit the Service to retrieve your information maintained online by such third parties ("Account Information"). In doing so, you authorize the Service to access your Account Information, on your behalf as your agent, and you authorize such third parties to disclose your information to us. When you provide Account Information through the Service, you will be directly connected to the website for the third-party you have identified. This third party will request information including usernames and passwords to provide read-only access to your Account Information and import it into the Service. You authorize and permit the Service to use information submitted by you to accomplish the foregoing and to configure the Service, so they are compatible with the third-party sites for which you submit your information. Solely to provide the Account Information to you as part of the Service, you grant the Service a limited power of attorney, and appoint the Service as your attorney-in-fact and agent, to access third-party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in such activities, as you could do in person. You acknowledge and agree that when the Service is accessing and retrieving Account Information from third-party sites, the Service acts as your agent, and not as the agent of or on behalf of the third-party that operates the third-party site. You understand and agree that any third-party accounts and sites are not provided by the Service and the Service is not responsible for any service-related issues arising from or in such third-party accounts or your Account Information. You agree to keep your Account Information up to date and accurate.
- 12. User Content.** To use certain aspects of the Service, the Service may allow you to provide, create, post, store, submit, upload, and share (a) certain personal information about yourself and your Contacts, including yours and their names, birthdates, state of residency, role (e.g. beneficiary,

fiduciary role, etc.), financial and estate planning information, information you provide to us about your life experiences, memories, health or life events, and other details about yourself and your Contacts, (b) Account Information, and (c) other information, material, content, profiles, documents, lists, messages, videos and photos. The content described in clauses (a), (b) and (c) of the previous sentence are collectively, "User Content". As between you and the Service, you retain all rights in your User Content, subject to the license grant below. You grant OneDigitalTrust, Inc. and its affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content and any name or username provided in your User Content in all media formats and channels now known or later developed without compensation to you, but solely for OneDigitalTrust to provide the Service to you.

You acknowledge and agree that your User Content may be processed by automated systems, including AI Features, to generate outputs, provide the Service, improve functionality, and enhance user experience. Such processing may involve third-party service providers acting on our behalf.

When you post, upload, submit or otherwise share User Content on or through our Service, you understand that your User Content may be displayed and shared, including with your Contacts and any other person or entity who you designate via the Service. You represent and warrant you have the right to provide us the User Content and that we have the rights to use such User Content as described in these Terms. You agree not to create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time for any reason we deem suitable.

- 13. Prohibited Conduct and Content.** You agree not to violate any law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Service. Without limiting the foregoing, you agree not to: engage in harassing, threatening, intimidating, predatory or stalking conduct; use or attempt to use another user's account without authorization from that user and the Service; use our Service so it could interfere with, disrupt, negatively affect or inhibit other users from enjoying our Service or that could damage, disable, overburden or impair the functioning of our Service in any manner; reverse engineer any aspect of our Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Service; attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Service you may not access; develop or use any third-party applications that interact with our Service without our prior written consent; use any data mining, robots or similar data gathering or extraction methods; use AI Features in any manner that violates applicable laws or regulations, including but not limited to the unauthorized practice of law or the provision of legal, financial, or other regulated professional advice; or use our Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms. You agree that you will only post or otherwise share User Content that is non-confidential and that you have

all necessary rights to disclose. You agree not to create, post, store or share any User Content that: is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent; would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences; impersonates, or misrepresents your affiliation with, any person or entity; contains any unsolicited promotions, political campaigning, advertising or solicitations; contains any private or personal information of a third-party without such third-party's consent; contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Service, or that may expose the Service or others to any harm or liability of any type. You agree not to use any documents or materials created by the Service for any commercial purpose, for any commercial or non-commercial public display, attempt to decompile or reverse engineer any software on the Service, remove any copyright or other proprietary notations from any documents or materials created by or through the Service, or transfer any such documents to another person or mirror any documents or materials on any other server.

14. **Confidentiality.** If you serve as an advisor, your obligation is to safeguard the confidentiality of information related to any end user. You must refrain from utilizing this information for personal purposes or sharing it with third parties without obtaining prior written consent from the applicable end user.
15. **Limited License; Copyright and Trademark.** Our Service and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained (collectively, the "Content") are owned by or licensed to us and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, we and our licensors reserve all rights in our Service and the Content. You are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Service and the Content for your own personal use; however, such license is subject to these Terms and your compliance with these Terms, and includes no right to (a) sell, resell or commercially use or otherwise exploit our Service or the Content; (b) copy, reproduce, distribute, publicly perform or publicly display the Content, except as permitted by us or our licensors; (c) modify the Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Service or Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Service or Content other than for their intended purposes as described in these Terms. Any use of our Service or Content other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will automatically terminate the license granted in these Terms.
16. **Feedback & Inquiries.** Questions, comments, suggestions, testimonials, ideas, original or creative materials or other information you submit about the Service (collectively, "Feedback"), is non-

confidential and will become our sole property. We will own exclusive rights, including, without limitation, all intellectual property rights, in Feedback and may have the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You acknowledge and accept that submitting any contact information through the Service or any connected applications, including, but not limited to, phone numbers, email addresses, and other contact information, may constitute an inquiry to the Service and that the Service may contact you at the email address and/or number submitted even if such number appears on any state or federal do not call lists.

17. **Subscriptions & Renewals.** We may offer the Service packaged as plans, as a one-time purchase and/or on a subscription basis. If you elect to use the Service offered on a subscription basis, **your initial purchase will provide you access to the subscribed plan for a period of one calendar year commencing on the date of payment. Your paid subscription will automatically renew at the end of the first calendar year and will automatically renew on an annual basis each year thereafter. Your payment method will be charged upon each renewal of your paid subscription.** We may send a courtesy reminder to your account's email address before any automatic renewal. Unless required by applicable law, we are not required to provide such notice. You agree that your failure to read, your failure to receive, or our failure to send any such notice creates no liability for us or any right to rescind an automatic renewal payment. If you wish to cancel the automatic renewal of your paid subscription, you must cancel your subscription by providing notice to support@onedigitaltrust.com. Any such cancellation must be made at least two business days before the next automatic renewal. There is a full refund within 21 days of the initial creation of your account subscription. We may change the renewal price for your paid subscription at any time upon notice to you. Any changes made will only take effect upon the next automatic renewal following the provision of notice to you regarding the change in renewal price. If you do not wish to renew at the changed renewal price, you must cancel your plan by providing notice to support@onedigitaltrust.com. Any such cancellation must be made at least two business days prior to the next automatic renewal.
18. **Terms of Sale, Payment for Service.** You agree to pay us in accordance with our terms of sale. Some features of the Service may be accessible for no cost and certain other features may be provided for a fee as a paid service only. If you elect to use the features which may only be accessible as a paid service, then you agree to the terms of sale, pricing, payment, billing policies and refund policies applicable to such fees and payments. We may add new features to the Service for additional fees and charges, or amend fees and charges for the existing Service, at any time in our sole discretion. You authorize us to charge your credit card, only if you elect to continue to use the Service. After you register with us, you may elect to cancel your account at any time; however, there are no refunds for cancellation after 21 days from your initial subscription date. All purchases are final and refunds are discretionary and may be considered on a case-by-case basis in accordance with our refund policy and in our sole discretion. In the event that we suspend or terminate your account due to these Terms of Service, you understand and agree that you shall receive no refund or exchange including but not limited to - any unused time or service

on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions. You agree that our credit card processor may store your payment method and related payment information. You authorize us to automatically charge your payment method for any automatic renewal payments. If you need to update your payment method, contact us at support@onedigitaltrust.com. If any attempt to charge your payment method is not successful or if the automatic renewal payment fails for any reason, we may suspend or terminate your access to the Service without notice to you.

19. Contact Information and Customer Support. If you have questions about the platform, require assistance, or need to contact us regarding the use of the Service, you may reach us through the following methods:

- Toll-Free Phone Number: 888-712-0100
- Online chat on the platform
- Email Address: support@onedigitaltrust.com
- Our Customer Support team is available during the following hours: 9:30 EST to 5:30 EST.

We strive to respond to all inquiries promptly.

20. Copyright Complaints. DMCA Notice: We uphold the rights of content owners, and OneDigitalTrust's protocol is to address alleged infringement notifications in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify OneDigitalTrust's copyright agent as provided below. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- identification of the content that you claim has been infringed;
- identification of the content that is claimed to be infringing and where it is located on the Service;
- information reasonably sufficient to permit our Service to contact you such as your address, phone number and email address;
- 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

- a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following:

Mailing Address:

General Counsel

OneDigitalTrust, Inc.

1751 Pinnacle Drive, Suite-600, McLean, VA 22102

Email: generalcounsel@onedigitaltrust.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Also, if you knowingly misrepresent that any activity or material on our Service is infringing, you may be liable to OneDigitalTrust for certain costs and damages.

21. **Counter-Notice.** If you believe the 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 post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- 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 Fairfax County, Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

22. **Repeat Infringer Policy.** In accordance with the DMCA and other applicable law, our Service has adopted a policy of terminating, in appropriate circumstances and at our Service's sole discretion, the accounts of users who are deemed to be repeat infringers. Our Service reserves the right to restrict access to the Service and/or deactivate user accounts in cases of intellectual property rights infringement, at its sole discretion, irrespective of whether such infringement is repeated.

23. **Electronic Communication.** By registering an account with the Service, you consent to receive communications (e.g., via telephone, email, and other electronic communications, or by posting notices to the website or visible upon logging into your account). These communications may be required by law, for marketing or for any other business purpose and may include notices about: changes to our Terms of Service, Legal Disclaimer, Privacy Policy, your account (e.g., password changes and other transactional information) and other communications provided as part of the Service which are part of your relationship with us. You consent to being provided with any notices, disclosures, information, and other materials in electronic form (collectively "Electronic Records"), rather than in paper form under The Electronic Signatures in Global and National Commerce Act ("E-Sign"). Your consent to receive Electronic Records applies to all notices, disclosures, documents, records or other materials of any kind that the Service may have to provide to you. You agree that any notices, agreements, disclosures or other communications we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You further understand that checking a box, clicking "accept" (or similar word) on our website, or responding via telephone keypress constitutes your signature. Maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. You may wish to print out all Electronic Records and keep them for your records. This Service is only available if you agree to receive Electronic Records, and you understand that withdrawing such consent may result in your account being closed.
24. **Indemnification.** To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless, this Service, each subsidiary and affiliates, or our licensors and Partners and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "Service-provider Parties") against any loss, liability, claim, demand, damages, fines and any related expenses or costs ("Claims") arising out of or related to (a) your access to or use of our Service; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your conduct in our Service; or (f) any violation by you of any federal, state, or local laws, statutes, rules, or regulations. You agree to promptly notify us of any third-party Claims, cooperate with the Service-provider Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees, costs and expenses). You also agree that the Service-provider Parties will have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities in a written agreement between you and the Service or the other Service-provider Parties. This Indemnification paragraph does not apply to consumers who are residents of North Carolina.
25. **Disclaimers.** We do not control, endorse or take responsibility for any User Content, third-party content available on or linked to our Service or products or Service offered by a third-party advertised through the Service. While we attempt to make your access to and use of our Service safe, we cannot and do not represent or warrant that our Service or servers are free of viruses or other harmful components. You assume the entire risk on the quality and performance of the

Service. And you acknowledge that information you store or transfer through our Service may become irretrievably lost or corrupted or temporarily unavailable due to many causes, including software failures, protocol changes by third-party providers, internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Service. This Disclaimers paragraph does not apply to consumers who are residents of North Carolina.

26. **Limitation of Liability.** To the maximum extent permitted by law, this Service and the other Service-provider Parties, to include, but not be limited to, any of their subsidiaries, customers, or business partners, will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if the Service or the other Service-provider Parties have been advised of the possibility of such damages. The total liability of this Service and the Service-provider Parties, for any claim arising out of or relating to these Terms or our Service, regardless of the form, is limited to the amount paid by you to access or use our Service. To the extent permitted by applicable law, this limitation includes, without limitation, any errors or omissions in AI-generated content or any decisions, actions, or outcomes resulting from your reliance on such content. The limitations in this Section (a) will apply even if the remedies otherwise provided under these Terms, at law or in equity, fail of their essential purpose, and regardless of the form or cause of action or the alleged basis of the claim, and (b) will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of the Service or the other Service-provider Parties or for any other matters in which liability cannot be excluded or limited under law. And some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limitation of Liability paragraph does not apply to consumers who are residents of North Carolina.
27. **Release.** To the fullest extent permitted by law, you release this Service and the other Service-provider Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under California Civil Code § 1542 and any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.
28. **Dispute Resolution and Binding Arbitration.** Please read the following carefully because it requires you to arbitrate certain disputes and claims with the Service and limits how you can seek relief from us.

This Service is committed to amicably and efficiently resolving disputes, and many customer concerns can typically find a swift and satisfactory resolution by reaching out to customer support at support@onedigitaltrust.com.

Except for small claims disputes in which you or the Service seek to bring an individual action in small claims court in the county of your billing address or disputes in which you or the Service seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Service waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Service resolved in court. Instead, all disputes arising out of or relating to these Terms or our Service will be resolved through confidential binding arbitration held in Virginia. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution and Binding Arbitration" section. (The AAA Rules are available at <https://adr.org/active-rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. You and the Service agree that any dispute arising out of or related to these Terms or our Service is personal to you and the Service and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other representative proceeding. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA offers a form; Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the Commonwealth of Virginia and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. Unless you and the Service otherwise agree, the arbitration will be conducted in Fairfax county, Virginia. If your claim does not exceed \$7,500, then the arbitration will be conducted solely on the basis of documents you and the Service submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$7,500, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of Section "Limitation of Liability" as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. The Service will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration. You will be responsible to pay any AAA filing, administrative and arbitrator fees solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$7,500, the Service will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your

Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Notwithstanding the provisions of the "Changes to these Terms" section below, should we change this section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change only by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or as of the date of the Service's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the Service in accordance with the provisions of this "Dispute Resolution and Binding Arbitration" section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service). These Dispute Resolution and Binding Arbitration paragraphs for consumers who are residents of North Carolina will not require jurisdiction in any state other than North Carolina.

29. **Confidentiality of Arbitration.** Every element of the arbitration process, including any rulings, decisions, or awards issued by the arbitrator, will be maintained in strict confidence for the mutual benefit of all parties involved.
30. **Governing Law and Venue.** These Terms and your access to and use of our Service will be governed by and construed and enforced under the laws of the Commonwealth of Virginia, without regard to conflict of law rules of principles (whether of Virginia or any other jurisdiction) that would apply the laws of any other jurisdiction. Any dispute between the parties not subject to arbitration or which cannot be heard in small claims court will be resolved in the state or federal courts of Virginia and the United States, respectively, sitting in Fairfax County, Virginia. This Governing Law and Venue paragraph for consumers who are residents of North Carolina will not require jurisdiction in any state other than North Carolina.
31. **Changes to our Service.** We retain the right to change or stop providing any of the Service. We may without prior notice change the Service; stop providing the Service, or create usage limits for the Service. We may permanently or temporarily remove access to the Service without notice and liability for any reason, including if in our sole determination you have violated any provision of these Terms of Service, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms of Service. Any data, account history and account content residing on the infrastructure running the Service may be deleted, altered or moved or transferred at any time for any reason at our sole discretion with or without notice and with no liability of any kind. We do not provide or guarantee and expressly disclaim any value, cash or otherwise, attributed to any data residing on the infrastructure running the Service.
32. **Changes to these Terms.** We may change these Terms occasionally. If we make changes, we will provide you notice as referenced in Section "Electronic Communication" or by posting the amended Terms to our Service and updating the "Last Updated" date above accessible from our website. We may also attempt to notify you by email notification to the email address associated

with your account or by providing notice through our Service. Unless we say otherwise in our notice of changes, the amended Terms will be effective immediately and your continued access to and use of our Service after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Service.

33. **Termination.** We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Service. Without limiting the foregoing, we may and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Service. We are not responsible for any loss or harm related to your inability to access or use our Service.
34. **Severability.** If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
35. **Export Compliance.** The Service is only intended for use by persons in the United States. If you access the Service from outside the United States, you do so at your own risk and you are responsible for compliance with all local laws. And all or part of our Service may be subject to U.S. export control and economic sanctions laws ("Export Controls"). You agree to abide by all Export Controls as they relate to your access and use of our Service.
36. **Miscellaneous.** These Terms constitute the entire agreement between you and the Service relating to your access to and use of our Service. The failure of the Service to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided, these Terms are intended solely to benefit the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.
37. **Acknowledgement.** By using our Service or accessing our websites or any connected applications, you acknowledge that you have read and understand these terms of use and agree to be bound by them.
38. **North Carolina Resident Consumers.** The forms or templates provided are not a substitute for the advice or services of an attorney. The following provisions of these Terms of Use do not apply to consumers who are residents of North Carolina:
- Disclaimer of any warranties or liability and limitations on the recovery of damages or other remedies by the consumer
 - Requirement of the consumer to agree to jurisdiction or venue in any state other than North Carolina for the resolution of disputes between the provider and the consumer

If you have questions about these Terms, our Service, or our consumer satisfaction process, please contact us at: support@onedigitaltrust.com.

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

In addition to these Terms, we may ask you to accept additional terms that apply to specific features, products or services provided by this Service. To the extent any additional terms conflict with these Terms, the additional terms govern your access to or use of the feature, product or service.

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