Elder Tools (ET) is registered as a general business entity with the state of Connecticut, USA.

**RECITALS:**

ET provides facilities for the purchase of workflow advice including estate advice, document sourcing and storage, calendarization of tasks and events and introductions to geographically localized professional services, and the Client wishes to enter into contracts for the purchase of such services from ET under the terms and conditions (the “Terms”) below.

**Definitions:**

**In these Terms:**

“Account” means account(s) held by us in your name, or account(s) held by us where you are one of the named account holders, which are enabled for use with the Services;

“Transaction” means each transaction to register an estate and purchase said services from ET;

“Security Code(s)” means the security codes you will use when you access the Services, such as your User ID and Password;

“Business Day” means a day when the client can access the service and utilize all listed products. This is meant to include all calendar days within the year. Working days refers to days in which banks and other financial entities are open and transacting business. Depending upon the transaction, these days may not include Saturdays, Sundays and other regionally recognized bank holidays;

“Our Website” means the website www.ET.com.

**1. Scope of this Agreement**

We will deal with you on these Terms of Use and any additional terms and conditions issued by us, together referred to as this “Agreement”. These Terms are the only ones on which we will deal with you and govern the conduct of the parties in relation to any Order you may place to the exclusion of all other terms and conditions.

**2. Instructions**

Under Anti- Money Laundering Regulations, we cannot accept Receipt of funds from Third Parties unless previously authorized. Nor can we release funds to accounts not previously identified by any participants identified within an account. You may give us instructions, electronically through our Website. The only persons authorized to give us instructions is the account administrator once we have performed identity checks that we are required to do by law.

2.1 In entering into this Agreement, you understand:

2.1.1 Late arrival of settlement funds may result in limited access to your account.

2.1.2 We will only accept payment directly from client authorized and approved bank accounts and debit or credit cards issued by banks in the USA unless otherwise specified and agreed with us.

2.2 Your Security Codes must only be used in accordance with these Terms as amended from time to time. If your Security Codes appear to have been used as required we will be entitled to assume that the Instructions there by communicated to us have been given by you and that you authorize us to accept and act upon those Instructions.

2.3 We can refuse to act or delay acting upon any Instructions received if:

2.3.1 we have reasonable grounds for believing that you did not send the Instructions; or

2.3.2 the Instructions are not clear; or

2.3.3 in our opinion, the Instructions are unlawful.

2.3.4 we will endeavor to act on your Instructions promptly, once received, subject to clause 4.3, but we will not be liable to you as a result of any refusal to act or delay acting on such Instructions in accordance with those clauses.

2.4 Instructions must be made through the completion of the relevant input screens that form part of the Services.

2.5 Instructions can only be cancelled or amended if we have not acted or otherwise relied upon them. An administration fee may apply.

2.6 We reserve the right to reject the User ID you have chosen if, in our reasonable opinion, it is inappropriate for the Services.

2.7 The fact of our having made any payment in response to an Instruction shall not amount to or be taken as an acknowledgement by us as to any related receipt of funds or other matter.

2.8 Payments will normally only be accepted from the client’s own bank account, or an account identified as belonging to an estate identified as a client of ET.

**3. The Services**

3.1 We will provide online based facilities for you to organize estates and execute the duties of an executor as permitted on Our Website.

3.2 When utilizing our service, we do not accept responsibility for the accuracy or completeness of such information provided on our site or assume any duty of care in relation to it. We do not offer advice under this Agreement on any matter including (without limit) the merits or otherwise of any taxation, or markets.

3.3 We may at our absolute discretion refuse any transaction without giving any reason and without liability for any loss or damage incurred by you or any other party.

3.4 We may request from you, from time to time, and you will provide information needed for the purposes of us providing the Services under these terms of business regarding you and financial affairs, status, without limitation, any information required for compliance with legislation governing money laundering or other matters.

3.5 You are responsible for ensuring the accuracy of all information and Instructions submitted to us by you and must not withhold or omit any information that would render those details false or inaccurate. You will notify us immediately if you become aware of any error or omission.

3.6 The Services may only be used by persons aged 18 years or over. Completion of the online application form does not allow you an automatic right to the Services and acceptance for and continued use of the Services is subject to our discretion.

3.7 You may need access to the Internet to use the Services and you will be responsible for any telephone costs and/or charges made by any Internet Services Provider. We make no guarantees as to the speed, resolution or access to the Services via the Internet.

3.8 You must exit any Services when leaving your computer terminal unattended and must not allow anyone else to operate the Services on your behalf.

3.9 Use of the Services does not confer any right on you to overdraw your account(s).

**4. Security**

4.1 We will use all reasonable endeavors to monitor and maintain the security of the online Services but, due to the nature of the Internet, we cannot guarantee absolute security.

4.2 Your Security Codes are used to gain access to the Services. The Security Codes should not be kept together. You must not write down, disclose or reveal the Security Codes to anyone or keep them where they may be discovered.

4.3 If you suspect that someone knows or has discovered your Security Codes, you must notify the Helpdesk immediately by calling +1-312-662-2153 (lines are currently open between 8am and 8:00 EST Monday to Friday excluding any US Bank and Public Holidays).



4.4 When instructions are received via the Services, having gained access to the Services by use of Security Codes, we are authorized to act upon your ET Account and/or carry out your instructions without further enquiry or verification.

4.5 You are responsible for the security of any of your data which you download from the Services onto any hardware or software you may be using.

4.6 It is your responsibility when in countries outside the US to ensure that use of the Services is not prohibited by law. Additionally, the Services currently use encrypted web pages using security certificates issued by a recognized organization as well as triple DES over a proprietary encryption technology.

4.7 We reserve the right to suspend access to the Services if:

4.7.1 incorrect Security Codes are used to try to access the Services;

4.7.2 we suspect that an unauthorized person is attempting to access the Services;

4.7.3 any other person has access to the Security Codes; or

4.7.4 in our discretion there is reasonable justification for doing so.

4.8 We will never ask for the following personal information in emails:

4.8.1 Credit and debit card numbers

4.8.2 Bank account numbers

4.8.3 Driver’s License numbers

4.8.4 Email addresses

4.8.5 Passwords

4.8.6 Your full name

**5. Charges**

5.1 Means any fees applicable to each transaction.

**6. Delivery and Payments**

6.1 ET accepts no responsibility in the event that the client provides incorrect information that cannot be independently verified.

6.2 We will process all requests promptly but any request may be delayed or cancelled for a number of reasons which may include, but not limited to: our efforts to validate your identity; your request instructions: or otherwise to comply with Financial Regulations and Laws.

**7. Default and Termination**

7.1 Either Party may terminate this Agreement on seven day’s written notice.

7.2 We may terminate this Agreement with immediate effect if:

7.2.1 you are in material breach of this Agreement or fail to comply with your obligations in respect of a Transaction;

7.2.2 you are in breach of any relevant statute, regulation or regulatory regime;

7.2.3 it becomes unlawful for us to perform this Agreement;

7.2.3 it becomes unlawful for us to perform this Agreement;

**8. Limitation of Liability**

8.1 The following provisions set out our entire liability to you for any losses, costs (including legal costs), damages, expenses, taxes, charges or any other liability whatsoever (“Claim”) except for death or personal injury caused by our negligence or the negligence of those for whom we are legally responsible that causes death or personal injury or for our fraudulent misrepresentation for all of which liability is unlimited.

8.2 Subject to provisions of this Condition 8, our total aggregate liability to you for any Claim will not exceed the total Sale Currency paid by you in respect of the Order giving rise to the Claim, or where no Order is the basis for a claim, $350.

8.3 You will indemnify and keep us indemnified against all losses (including legal costs on a solicitor and own client basis) and liabilities incurred by us in the proper performance of Services for you or in the enforcement of our rights hereunder and, in particular, losses and liabilities incurred as a result of:

8.3.1 any default in payment by you of any sum due under a Transaction or any other breach of this Agreement;

8.3.2 our carrying out your instructions.

8.4 If there has been any breach of security of which you are or should be aware neither party will be liable for any loss or damage arising from any Instructions initiated after the time you notify us by phone or email of the breach unless the breach or unauthorized use is due to your negligence or breach of the Conditions of Use.

8.5 Both parties acknowledge that, due to the nature of the Internet and electronic communication, there is a risk that communications may not operate free from error or interruption. We shall not be liable:

8.5.1 in the event of any error or interruption in communications; or for any losses or delays in the transmission of Instructions to the Services caused by any Internet Services Provider or by software failure; or

8.5.2 for any breaches of security of the Services beyond our reasonable control; or for any indirect or consequential loss you may suffer as a result of using the Internet to access the Services.

8.6 You shall remain responsible for all transactions entered using your username and password.

8.7 It should be recognized that any requests are entered at your risk and that we shall not be liable for any errors in such requests entered by yourself. Should any errors occur due to the incorrect inputting of data by yourself, we shall endeavor to reverse such requests on the basis that any costs incurred in this reversal shall be paid by yourself. We shall not be liable for any loss of interest or any subsequent cost or loss as a result of the Onward request being misdirected to the incorrect recipient. An administration fee may apply.

8.8 ET accepts no responsibility in the event that the client sends currency to the incorrect client segregated designated currency account.

**9. Warranties and representations.**

You warrant and represent to us on a continuing basis that:

9.1 all information that you supply to us is complete, true, accurate and not misleading in any material respect;

9.2 you are acting as principal or as an authorized party’s agent or representative;

9.3 you are not prevented by any legal disability or subject to any law or regulation that from performing this Agreement and any related transactions contemplated by it.

9.4 you comply with all relevant laws, regulations, exchange control requirements and registration requirements.

**10. Tape recording of conversations and record keeping**

You agree that we may:

10.1 record telephone conversations between you and us; and

10.2 use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute.

**11. Online availability**

From time to time, the Services may be closed for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practicable, give as much notice as possible in the circumstances. We cannot guarantee availability of the Services.

**12. Data protection**

In entering into this Agreement, you will be providing us with personal information that will be used only in the process of provided services to you. You consent to us processing all such information for the purposes of performing this Agreement and also for the purposes of administering the relationship between you and us, we may use and/or disclose such information only to our Associates for sales and marketing purposes unless you notify your objection to this in writing.

**13. Complaints procedure**

ET is committed to delivering efficient and professional services. We aim to provide prompt, transparent and informative advice in response to every approach made by our customers. We are always keen to hear the views of our customers, about our performance generally, what we do well and when we do things wrong. To find out more about our complaints procedures please contact Customer Service.

**14. Dispute Resolution**

This Agreement shall be construed in accordance with Laws of the State of Connecticut, USA. Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties. The seat of the arbitration shall be the state of Connecticut, USA. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.