



## Terms of Service

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 13 PLEASE READ THE AGREEMENT CAREFULLY.

### Welcome to MyEstateShieldVi.com

These Terms of Service ("Terms") contain the terms and conditions that govern your access to and use of [www.mystateshieldvi.com](http://www.mystateshieldvi.com), a website hosted user Website (the "Website") provided by EstateShield VI, LLC ("we", "us" or "our") and is an agreement between EstateShield VI, LLC and you or the entity you represent ("you" or "your") for the use of the Website and for the provision of services by EstateShield VI, LLC (the "Services").

**Please read these Terms carefully before using the Website or Services.** By using the Website, clicking a button or checkbox to accept or agree to these Terms where that option is made available, clicking a button to use or access any of the Services, or, if earlier, using or otherwise accessing the Services (the date on which any of the events listed above occur being the "Effective Date"), you (1) accept and agree to these, rules and conditions of participation issued by us from time to time and (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy](#). If you do not agree to the Terms or perform any and all obligations you accept under the Terms, then you may not access or use the Services.

**ARBITRATION NOTICE:** THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT ANY DISPUTES RELATING TO THE SERVICES (AS DEFINED BELOW) WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

YOU ARE ENTERING INTO A BINDING AGREEMENT.

BY ACCESSING OR USING OUR SERVICES, WHICH INCLUDE OUR VARIOUS WEBWEBSITES, INCLUDING, WITHOUT LIMITATION, [SITE URL] AND ANY RESPECTIVE SUBDOMAINS); APPLICATIONS, AND OTHER SERVICES THAT LINK TO THESE TERMS, AS WELL AS ANY INFORMATION, TEXT, LINKS, GRAPHICS, PHOTOS, AUDIO, VIDEO, OR OTHER MATERIALS STORED, RETRIEVED OR APPEARING THEREON, WHETHER ACCESSED THROUGH THE WEBSITE OR OTHERWISE (COLLECTIVELY, THE "SERVICES"), YOU ARE ENTERING INTO A BINDING AGREEMENT WITH US THAT INCLUDES THESE TERMS, PRIVACY POLICY (FOUND HERE[ INSERT PRIVACY POLICY LINK]), AND OTHER POLICIES REFERENCED HEREIN (COLLECTIVELY, THE "AGREEMENT").

To the extent that there is a conflict between these Terms and any applicable additional terms, these Terms will control unless expressly stated otherwise.

1. **Eligibility.** By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use the Website or the Services. You may use the Services only if:
  - (i) You are 18 years or older (or the age of majority which you reside, whichever is higher) and of sound mental capacity; and are legally able to enter into contracts (including if you are entering into this Agreement for an entity, you have legal authority to bind that entity);
  - (ii) You are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the Specially



Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority and (2) not located in any country subject to a comprehensive sanctions program implemented by the United States.

- (iii) You understand that we will not provide you with financial or legal advice as part of the Services;
- (iv) Your usage of the Services complies with all applicable law.

## 2. **Changes**

We may update the Services and the Terms from time to time. We may change or update the Services, the Agreement, and any part of the Terms at any time, for any reason, at our sole discretion. It is your responsibility to check this Agreement periodically for changes. Once any part of the Agreement is updated and in effect, you agree that you will be bound by the Terms if you continue to use the Services. We may, at any time, and without liability to you, modify or discontinue all or part of the Services (including access to the Services via any third-party links).

## 3. **Services**

The Services are not intended to be offered in any jurisdiction where prohibited by applicable law. Your use of the Services is conditioned upon your acknowledgement and agreement with the below, and other provisions of this Agreement.

- agree that the Website is provided for informational purposes and access to the Services, which may be based on financial information which you provide to us;
- agree that the Website is only being provided as an aid to your own independent research and evaluation of estate planning and similar products, and that you are free to choose any attorney to provide legal services and any financial planner to provide financial advice, and that EstateShield VI, LLC will provide neither legal nor financial advice,
- agree that all of the information provided on the Website does not constitute investment advice or other advice and is not intended to be a solicitation of any offer or transaction;
- agree that the ability of the Website to connect with third-party applications or devices is not an endorsement or recommendation thereof by EstateShield VI, LLC, and you must assume all responsibility for selecting and evaluating and incurring the risks of any bugs, defects, malfunctions or interruptions of any third-party applications, websites, other web applications, or devices you directly or indirectly use in connection with the Website;
- agree to the Assumption of Risks and other terms of this Agreement;
- agree and understand that we are not acting as your fiduciary and do not assume any fiduciary duties;
- agree and understand that your agreement with any attorney to whom we may refer you relating to the Services does not constitute an attorney-client relationship between you and EstateShield VI, LLC, even if we make payments to such attorney on your behalf;



- agree and understand that your agreement with any financial advisor to whom we may refer you relating to the Services does not constitute EstateShield VI, LLC's investment advice to you, even if we make payments to such attorney on your behalf, and that we will not, in any event, provide financial advice to you;
- agree and understand that we will ask you for private financial data as part of the Services;
- agree and understand that information on the Website may be outdated or incorrect;
- assume the risks of storing financial data in any web application accessible through the Website or the Website itself;
- agree and understand that you are responsible for complying with all laws and regulations;
- assume all risks of loss;
- agree and understand that we are not liable for any third-party services or links, including, but not limited to, any third party web applications through which our Website allows you to connect;
- agree and understand that we make no investment advice or recommendations;
- agree and understand that we are not licensed or registered with any financial or other regulatory authority; and
- agree and understand that we may license or engage third parties to promote the Website or Services.

In exchange for using the Services, you agree not to hold us, including EstateShield VI, LLC's owners, officers, directors, employees, contractors, attorney, accountants, agents, or other affiliated parties or any third party service provider, including but not limited to attorneys and financial planners referred to you as part of the services liable for any possible claim for damages arising from any decision you make based on information made available to you through the Services or Website.

#### 4. Fees

We will charge fees to you in exchange for the Services. By agreeing to these terms, you agreeing to pay the fees listed on the portion of the Website which directs you to these terms. We reserve the right to changes those fees in our discretion. We will disclose the amount of fees we charge you for the applicable Services at the time you access the Service. All fees may be paid through your authorization for our use of the credit card or ACH information provided to us. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding.

By providing your credit card or bank account information to us, you authorize EstateShield VI, LLC to charge your credit card or initiate automatic debits from your bank account for all fees associated with the Services as described in these Terms of Service. You agree to pay all charges incurred in connection with your account for the Services in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You also authorize EstateShield VI, LLC to store your payment method for future transactions related to the Services. If your payment method is declined or if your account is otherwise past due, we may suspend or terminate your access to the Services. You agree to provide current, complete, and accurate billing and contact information and to update such information as necessary to ensure its accuracy.

You acknowledge and agree that part of the fees for the Services may be used to pay attorneys or financial planners on your behalf. All such payments will be made pursuant to your agreements with those attorneys or financial planners.



EstateShield VI, LLC will not provide any legal or financial advice, and any relationship or agreement you enter into with such attorneys or financial planners is solely between you and them. EstateShield VI, LLC acts only as a facilitator for payment and bears no responsibility for the services provided by these third parties. You further understand and agree that these payments do not create any attorney-client or fiduciary relationship between you and EstateShield VI, LLC.

## 5. Taxes

You are solely responsible for determining and fulfilling your tax obligations arising from your use of the Services, including any taxes that may apply to the fees you pay for the Services. EstateShield VI, LLC does not provide tax advice and makes no representations regarding the tax consequences of your use of the Services. You are encouraged to consult with your own tax advisor to understand your tax responsibilities and any tax implications related to your use of the Services.

## 6. Disclosure of Existing or Potential Relationships

We and/or our employees or directors, as well as our affiliates, consultants, licensors, licensees, and third-party service providers, may have interests in assets referenced by the Website and may transact or may otherwise have business relationships, with parties that hold, use, or transact in the services referred to on the Website or through the Services. Additionally, we may have existing or potential relationships with services available through the Services or web applications which may be linked on our site. Some of these links may be affiliate links, meaning that EstateShield VI, LLC may earn a commission or receive compensation if you click on the link and purchase a product or service. These affiliate links do not influence our recommendations, and we remain committed to providing unbiased content and services to our users.

## 7. Assumption of Risk

Use of the Website or Services is subject to a number of risks and uncertainties. Use of the Website or Services is not a substitute for legal or financial advice. You agree to assume the risks identified below or as otherwise set forth in this Agreement or as otherwise may apply to the Website or Services.

As a condition to accessing or using the Services, you acknowledge, understand, and agree that from time to time, the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying web infrastructure or unavailability of third-party service providers or external partners for any reason.

### **You assume all risks of loss.**

By using the Services, you acknowledge and agree that you assume all risks of loss associated with your use of the Services. You understand and agree that EstateShield VI, LLC does not provide investment, financial, or legal advice and that any decisions you make based on information available through the Services are made at your own risk.

You agree that EstateShield VI, LLC shall not be responsible or liable for any loss, damage, or harm resulting from your reliance on the information or content provided through the Services. You are solely responsible for your investment and legal decisions, and you should consult with qualified professionals before making any such decisions.

We may license or engage third parties who are compensated to promote general awareness of the Website or Services, but you should not rely on any such promotional material in deciding to use the Services. We are not liable for any third-party services or links, including, but not limited to, any web applications or external services, including legal or financial services we may make available to you in providing the Services.



We may make available links to other, third party sites or electronic services providers that are not affiliated with us. We do not control these other sites or services, and we make no representations or endorsements whatsoever concerning those sites or services. The fact that we have provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and we caution you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold us liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

If you connect to any third-party services or links, including, but not limited to any third party web applications through which our Website allows you connect, you agree to review all disclosures, including the separate terms of disclosures provided by those platforms. These disclosures may identify additional risks, provide disclosure about conflicts of interest or impose restrictions on eligibility to use those platforms.

You acknowledge that we may receive software as a service fees from third party protocols through which our Website allows you to connect. The developers of the platforms will earn fees from these platforms which could be based on a percentage of rewards or returns generated from those platforms, integration fees or other incentives. Any such fees could reduce the rewards that you may otherwise receive from these platforms.

(a) No Investment Advice or Recommendations.

Nothing contained in the Services, constitutes a solicitation, recommendation, endorsement, or offer by us or a third party is intended to be an offer to buy, sell, borrow, lend or otherwise transact in any asset. You should not construe any such information, features, tools or other content available through the Services or Website as legal, tax, investment, financial or other advice. All such information provided by the Services is for informational purposes only and should not be construed as investment advice or a recommendation that participation in a transaction is a safe or sound financial or other decision or suitable for your particular circumstances, preferences and objectives. You should not take, or refrain from taking, any action based on any information from the Services. By providing information on estate planning services and opportunities, estate planning structures,, rates or transactions or other information, we do not make any investment or legal recommendations to you or opine on the merits of any transaction or particular planning strategy or devise for you or otherwise. You acknowledge that your usage of the Services is exclusively for informational purposes.

We make no representation as to whether any transaction is suitable or appropriate for you. You alone are responsible for evaluating the risks and merits associated with the use of the Services and for ultimately determining whether transaction is appropriate for you based on your personal preferences, financial circumstances, and risk tolerance.

(b) We are not acting as your fiduciary and do not assume any fiduciary duties.

These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

(c) We are not licensed or registered with any financial or other regulatory authority.

You understand that EstateShield VI, LLC is not registered or licensed by the CFTC, SEC, FinCEN, or any financial regulatory authority in the United States, any state or any foreign authority. As a software based information provider, EstateShield VI, LLC does not believe that it or the Website is required to register or obtain any such licenses or



registrations, but the application of existing laws to novel technologies or new laws is uncertain and subject to change. As application of existing laws or new laws evolves, we may decide to curtail or terminate services or seek such licenses in one or more jurisdictions if we determine required by applicable law. No financial regulatory or authority has reviewed or approved the use of Website or the Services.

- (d) We are not a law firm and do not provide legal advice.

EstateShield VI, LLC is not a law firm and does not provide legal advice. To the extent that legal forms are made available on the Website or as part of the Services, those forms are intended to be used by licensed attorneys in the course of providing legal advice to you. The provision of such forms does not constitute legal advice, and we do not warrant that any forms or similar web applications are fit for any particular purpose. You should consult with a licensed attorney to ensure that any legal forms or documents you use are appropriate for your specific legal needs and circumstances.

- (e) The Website and Services are freely accessible web applications operated and maintained in the sole and absolute discretion of EstateShield VI, LLC.

EstateShield VI, LLC assumes no duties, liabilities, obligations or undertakings to continue operating or maintaining the availability of the Website and may terminate or change the Website in any or all respects at any time. EstateShield VI, LLC may become unable or unwilling to fund the operational costs of the Website on a long-term basis or to fund the upgrade costs required to keep the Website up to date with current technologies.

In the event of such a discontinuation, Users may need to rely on third-party resources to get equivalent information, and, depending on the User's level of expertise and the quality of such third-party resources, this may result in the User incurring financial losses due to delays or mistakes in processing information or transactions.

- (f) You acknowledge the risks of using the Services.

You bear sole responsibility for evaluating the Services before using them. You irrevocably assume the risk of any usage of the Services for any associated activities, services or transactions. The Services may be disabled, disrupted, or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold any EstateShield VI, LLC Indemnified Party responsible for any consequent losses.

## 8. Intellectual Property, License and Ownership

*We grant you a license to use our Services.* Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive, and non-assignable license to use the software provided to you as part of our Services. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these Terms.

We own any and all right, title, and interest in and to the Services, including, without limitation, any and all copyrights in and to any content, code, data, or other materials that you may access or use on or through the Services. Except as expressly set forth herein, your use of or access to the Services does not grant you any ownership or other rights therein.

All content, trademarks, services marks, trade names, logos, and icons are proprietary to EstateShield VI, LLC or its affiliates, licensors or agents. Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with us. Nothing or otherwise, any license or right to use any trademark displayed on the Website without the written permission of us or such third party that may own the trademarks displayed on the Website. Your use of the trademarks displayed on the Website, or any other content in



the Website, except as provided herein, is strictly prohibited. Images displayed through the Website are either the property of, or used with permission by us. You are prohibited from using or authorizing the use of these images unless specifically permitted by us. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

## 9. **Acceptable Use and Enforcement**

You may only use the Services if you comply with this Agreement (including, without limitation, these Terms), applicable third-party policies, and all applicable laws, rules, regulations, and related guidance. Prohibited conduct includes (but is not limited to) the following non-exhaustive list:

- using the Services for, or to promote or facilitate, illegal activity (including, without limitation, money laundering, financing terrorism, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons);
- exploiting the Services for any unauthorized commercial purpose;
- uploading or transmitting viruses, worms, trojan horses, time bombs, cancel bots, spiders, malware, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services;
- attempting to or actually copying or making unauthorized use of all or any portion of the Services, including by attempting to reverse compile, reformatting, framing, disassemble, or reverse engineering any part of the Services;
- harvesting or otherwise collecting information from the Services for any unauthorized purpose;
- impersonating someone, using the Services under false or fraudulent pretenses or otherwise being deceitful;
- interfering with other users' access to or use of the Services;
- interfering with or circumventing the security features of the Services or any third party's systems, networks, or resources used in the provision of Services;
- engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with the use of the Service (and operations performed by a user that are technically permitted by a smart contract may nevertheless be a violation of our Agreement, including these Terms, and the law);
- interfering with, or attempting to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- engaging in any anticompetitive behavior or other misconduct.
- using the services in ways that violate, misappropriate, or infringe our rights, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- using the services in ways that are illegal, defamatory, threatening, intimidating, or harassing;
- breaching any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;



- sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- using the services to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Website;
- disguising your location through IP proxying or other methods;
- violating any applicable law or regulation; or
- encouraging or enabling any other individual or entity to do any of the foregoing.

*Violating our rules may result in our intervention.* You agree and acknowledge that if you use the Services to engage in conduct prohibited by applicable law, we permanently reserve the right to completely or partially restrict or revoke your access to the Services, either completely or for a period of time, at our sole discretion. We reserve the right to amend, rectify, edit, or otherwise alter transaction data to remediate or mitigate any damage caused either to us or to any other person as a result of a user's violation of this Agreement or applicable law.

#### 10. **Third Party Service Providers**

We may use third-party service providers, including but not limited to duly licensed attorneys, financial planners, and insurance agents, ("Third Party Service Provider") to assist in providing certain Services with or without notice to you. We may also change Third Party Service Providers or may provide a Service without the assistance of such Third Party. You consent and authorize us to delegate the authorizations you provide to us and our Third Party Service Provider(s) as we may deem necessary or desirable to provide the applicable Service to you. You agree that these Terms, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into these Terms, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the Terms, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into these Terms.

Unless you specifically instruct such service providers to not communicate with us, you authorize EstateShield VI, LLC to communicate with third-party attorneys and financial professionals regarding the Services provided to you. You are free to revoke your consent for this communication at any time by communicating such revocation to the relevant third party. This communication is necessary to facilitate the provision of the Services. You understand and agree that this communication does not create an attorney-client or fiduciary relationship between you and EstateShield VI, LLC even though such attorney-client or fiduciary relationships may exist directly between you and the Third Party Service Provider.

#### 11. **Warranty Disclaimer**

THE SERVICES INCLUDING ANY MORMS OR SIMILAR WEB APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LIMITED PARTNERS, GENERAL PARTNERS, ATTORNEYS, PRINCIPALS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "EstateShield VI, LLC INDEMNIFIED PARTIES") MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EstateShield VI, LLC INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE SERVICES BEING ACCURATE, COMPLETE, CURRENT, RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. INFORMATION (INCLUDING, WITHOUT LIMITATION, THE VALUE OR OUTCOME OF ANY TRANSACTION)





AVAILABLE THROUGH THE SERVICE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICES IS AT YOUR OWN RISK.

## 12. **Indemnification**

You agree to indemnify, defend, and hold harmless EstateShield VI, LLC Indemnified Parties from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your breach or alleged breach of the Agreement (including, without limitation, these Terms); (b) anything you contribute to the Services; (c) your misuse of the Services, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or web Website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our Limitation of liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY EstateShield VI, LLC INDEMNIFIED PARTY BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- THE SERVICES OR YOUR INABILITY TO USE OR ACCESS THE SERVICES;
- MISUSE OF THE SERVICES (INCLUDING WITHOUT LIMITATION, UNAUTHORIZED ACCESS OF THE SERVICES);
- ANY USER CONDUCT ON THE SERVICES;
- TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY THE SERVICES;
- ANY ACT, OMISSION, OR OTHER OCCURRENCE ON A THIRD PARTY WEBSITE OR WEB APPLICATION;
- IN ADDITION TO THE FOREGOING, NO EstateShield VI, LLC INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS;
- SERVER FAILURE OR DATA LOSS;
- THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF CLOUD STORAGE OR OTHER WEB APPLICATIONS, ANY COMPUTER HACKING, OR CYBERSECURITY BREACHES;
- VIRUSES, WORMS, TROJAN HORSES, TIME BOMBS, CANCEL BOTS, SPIDERS, MALWARE, OR OTHER TYPE OF MALICIOUS CODE THAT MAY BE USED IN ANY WAY TO AFFECT THE FUNCTIONALITY OR OPERATION OF THE SERVICES.
- ANY CHANGE IN VALUE OF ANY ASSET;
- ANY CHANGE IN LAW, REGULATION, OR POLICY;
- EVENTS OF FORCE MAJEURE; OR



- ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT EstateShield VI, LLC INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IN NO EVENT WILL EstateShield VI, LLC INDEMNIFIED PARTIES' CUMULATIVE LIABILITY TO YOU OR ANY OTHER USER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1,000.00).

UNDER NO CIRCUMSTANCES SHALL ANY EstateShield VI, LLC INDEMNIFIED PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of certain warranties and liabilities provided in this section; accordingly, some of the above limitations and disclaimers may not apply to you. To the extent applicable law does not permit EstateShield VI, LLC Indemnified Parties to disclaim certain warranties or limit certain liabilities, the extent of EstateShield VI, LLC Indemnified Parties' liability and the scope of any such warranties will be as permitted under applicable law.

### 13. **Arbitration Agreement and Waiver of Rights, Including Class Actions**

PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- (a) Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations.

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a "Dispute" and, collectively, "Disputes") by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

- (b) Agreement to Arbitrate.

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the American Arbitration Association Rules. The place of arbitration shall be in the U.S. Virgin Islands and conducted remotely to the greatest extent possible. The language of the arbitration shall be English. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs. Except as may be required



by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

(c) Changes to the Terms.

Should you reject any changes to these Terms, you agree that you will arbitrate any Dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**14. Waiver of Injunctive or Other Equitable Relief**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICES, OR ANY OTHER WEB WEBSITE, APPLICATION, CONTENT, SUBMISSION, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ANY EstateShield VI, LLC INDEMNIFIED PARTY.

**15. Termination; Cancellation**

This Agreement is effective unless and until terminated by either you or us. You may terminate your Agreement with us at any time by ceasing all access to the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of these Terms), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Services or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

WE RESERVE THE RIGHT TO MODIFY THE SERVICES AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE SERVICES. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE SERVICES THAT MAY AFFECT YOU. YOU AGREE THAT WE MAY REMOVE THE SERVICES AND/OR ANY CONTENT THEREON FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU.

**16. Severability**

If any provision of the Agreement (including, without limitation, these Terms) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

**17. Assignment**

The Agreement (including, without limitation, these Terms) may be assigned without your prior consent to any EstateShield VI, LLC Indemnified Party, or to its successors in the interest of any business associated with the Services



provided by us. You may not assign or transfer any rights or obligations under the Agreement without our prior written consent.

#### 18. **Entire Agreement**

The Agreement (including, without limitation, these Terms, and the Privacy Policy) and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any failure by us to exercise or enforce any right or provision of the Agreement (including, without limitation, these Terms) shall not constitute a waiver of such right or provision.

#### 19. **Governing Law**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Territory of the U.S. Virgin Islands.

#### 20. **Contact Us**

You may contact us with questions about your use of the Services at [myestateshieldvi@gmail.com](mailto:myestateshieldvi@gmail.com). We welcome feedback, comments, ideas, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by contacting us at [myestateshieldvi@gmail.com](mailto:myestateshieldvi@gmail.com). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose. Any Feedback that you may provide about our Services, including suggestions about how we might improve our Services, are entirely voluntary. You agree that we are free to use or not use any Feedback that we receive from you as we see fit, including copying and sharing such Feedback with third parties, without any obligation to you.