

## **TERMS AND CONDITIONS**

Thanks for using MyBenziger. These terms of service ("Terms") cover your use and access to the products, services, software, platform and websites (collectively, "Services") provided by MyBenziger Incorporated and any of our affiliates (collectively, "MyBenziger"). By using our Services, you agree to be bound by these Terms. If you are using our Services as the employee or agent of an organization, you are agreeing to these Terms on behalf of that organization. You must be the legal age of majority in your state of residence or otherwise able to form a binding contract with MyBenziger in order to use the Services. In no event is use of the Services permitted by those under the age of 13.

### **1. Refund Policy**

We want you to be 100% satisfied with our Services. If you are less than satisfied or believe there has been an error in billing, please contact our Customer Service Department by email at [info@mybenziger.com](mailto:info@mybenziger.com) or by telephone at (941) 417-1500 immediately so that we can help you resolve the issue, provide a refund or offer credit that can be used for future Services.

When contacting us, please include any details relating to the Services you have purchased so that we can ensure you are completely satisfied with your MyBenziger experience. All refund requests must be made within 30 days of purchase. We do not offer refunds on payments we have collected for incorporation-related services (including without limitation registered agent services) or to other third parties with a role in processing your order. We also cannot refund any money paid by you directly to third parties.

### **2. Ownership and Preservation of Your Documents**

MyBenziger does not claim ownership of any documents you either create or upload and store using our Services ("Documents"). You grant permission for MyBenziger to use your Documents in connection with providing Services to you.

You acknowledge and agree that MyBenziger may preserve these Documents as well as disclose them if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to accomplish any of the following: (1) to comply with legal process, applicable laws or government requests; (2) to enforce these Terms; (3) to respond to claims that any content violates the rights of third parties; or (4) to protect the rights, property, or personal safety of MyBenziger, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You agree that MyBenziger has no responsibility or liability for deleting or failing to store any content maintained or uploaded by the Services.

### **3. Consent to Receive Emails**

By creating an account, you agree that you may receive communications from MyBenziger, such as newsletters, special offers, and account reminders and updates. You also understand that you can remove yourself from these communications by clicking the "Unsubscribe" link in the footer of the actual email or in lieu of such link, contacting us via email so we can remove your email from the distribution.

#### **4. Acceptable Use of Communications Services**

Our Services include a large number of what are collectively called "Communications Services." These may include services such as live chats, comment threads, blog posts, question and answer products, customer service communication forums, calendars, and other message services. You agree to use the Communication Services only to post, send, and receive messages or materials proper to and related to the particular Communication Service. When using a Communication Service, you agree that you will not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Publish, post, upload, distribute or disseminate any names, materials, or information that is considered inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful.
- Create a false identity, represent yourself as someone else, or sign an agreement as someone else or on behalf of someone else or otherwise falsify or delete in an uploaded file any significant attributions or notices.
- Upload files that contain software or other material protected either by intellectual property laws or by the rights of privacy or publicity except when
  - i. you own or control the necessary rights, or
  - ii. you have received all necessary consents to do so.
- Upload corrupted files, files that contain viruses, or any other files that may damage the operation of another's computer.
- Advertise, offer to sell, or offer to buy anything for business purposes except to the limited extent any particular Communication Service specifically allows such activity.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Harvest or otherwise collect personally identifiable information about others, without their consent.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.

- Violate any applicable laws or regulations.

Although MyBenziger has no obligation to monitor the Communication Services, we reserve the right, in our own discretion, to review and remove materials posted to a Communication Service, in whole or in part. MyBenziger reserves the right to disclose any materials posted, information or activity as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

## **5. No Unlawful or Prohibited Use**

You can only use our Services if they do not conflict with or violate the laws of your jurisdiction(s). The availability of our Services in your jurisdiction(s) is not an invitation or offer by MyBenziger to access or use our website or Services. By using our Services, you accept sole responsibility that you or any family member's use of or access to our Services does not violate any applicable laws in your jurisdiction(s). To enforce this provision, MyBenziger reserves the right to refuse membership, or suspend or terminate your account immediately and without prior notice at our sole discretion.

The following are specifically excluded or prohibited:

- Use in connection with any legal matter that is frivolous, immaterial or illegal in nature, as determined by MyBenziger or the Participating Attorney in their sole discretion;
- You may not hack, "scrape" or "crawl" MyBenziger.com whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds, or otherwise access or attempt to access any information MyBenziger has not intentionally made available to you on its website via purchased subscription. Your use of the MyBenziger website does not entitle you to resell any MyBenziger content without prior express written consent from MyBenziger.

## **6. License Grant**

Subject to your compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Services as we intend for them to be used. As a registered MyBenziger user, you are licensed to keep, for your own personal records, electronic or physical copies of documents you have created on MyBenziger. You may not copy the content of MyBenziger's forms or agreements for use or sale outside of MyBenziger. Any rights not expressly granted in these Terms are reserved by MyBenziger.

If and when you transmit user content on MyBenziger, you hereby grant MyBenziger and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content, including throughout the world in any media. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

Resale or unauthorized distribution of materials downloaded from the MyBenziger website is strictly prohibited. Use of these materials is for your personal or business use. Any resale or redistribution of our materials requires the express, written consent of MyBenziger.

## **7. Intellectual Property Rights**

MyBenziger retains all right, title and interest in and to its products and services, including, without limitation, software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, and all related intellectual property rights. Except as otherwise provided in this agreement, you may not, and may not permit others to:

- i. reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and services;
- ii. sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and services; or
- iii. circumvent or disable any security or technological features of our products and services.

The look and feel of MyBenziger is the service mark, trademark and/or trade dress of MyBenziger Incorporated and you may not copy, imitate or use it, in whole or in part, without our prior written consent. The names of actual companies and products you might encounter through us may be the trademarks of their respective owners. Nothing in these Terms or the Services should be understood as in any way granting any license or right to use any of MyBenziger's trademarks displayed on our website. All goodwill generated from the use of MyBenziger's trademarks is reserved for the use of MyBenziger, exclusively.

## **8. Copyright and DMCA**

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

If you believe that any material on our website infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with MyBenziger's Designated Copyright Agent:

MyBenziger 201 Fletcher AVE STE 100 Sarasota, FL 34237, Attention: General Counsel.

Email: [info@mybenziger.com](mailto:info@mybenziger.com)

## **9. Links to Third Party Sites**

MyBenziger's websites may contain links to third party resources and businesses on the Internet, called here "links" or "Linked Sites." Those links are provided for your convenience to help you identify and locate other Internet resources that may be of interest to you. MyBenziger does not sponsor and is not

legally associated with any third party "linked sites." MyBenziger is not legally authorized to use any trade name, registered trademark, logo, official seal or copyrighted material that may appear in the link.

MyBenziger does not control, endorse or monitor the contents of any Linked Site. That includes, without limitation, any further link contained in a Linked Site, and any changes or updates to a Linked Site. MyBenziger is not responsible for webcasting or for any other form of transmission received from any Linked Site. These Terms do not cover your interaction with Linked Sites. You should carefully review the terms and conditions and privacy policies of any third party sites.

If you use any service provided on a Linked Site, (a) MyBenziger will not be responsible for any act or omission of the third party, including the third party's access to or use of your customer data and (b) MyBenziger does not warrant or support any service provided by the third party.

## **10. Rights of MyBenziger**

**Please read this section carefully as it affects your rights**

The information, software, products, and services made available through MyBenziger may include inaccuracies or typographical errors. MyBenziger and/or its suppliers may at any time make improvements or changes to our Services. Information received via MyBenziger should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. In short, your use of our Services is at your own risk.

TO THE FULLEST EXTENT PERMITTED BY LAW, MYBENZIGER AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INFORMATION AND OPINIONS RECEIVED VIA THE WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MYBENZIGER, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT MYBENZIGER HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

MYBENZIGER'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES SHALL IN NO EVENT EXCEED THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU TO MYBENZIGER FOR THE 12 MONTHS PRECEDING THE SERVICES IN QUESTION.

### **11. Release and Indemnity**

On behalf of yourself and your heirs, executors, agents, representatives, and assigns, fully release, forever discharge, and hold MyBenziger, your Program Sponsor and its affiliates and their respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to your use of the Service. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.

You agree to indemnify and hold MyBenziger, your Program Sponsor and its affiliates and their respective officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Service, your violation of these Terms or your violation of any rights of another.

### **12. Dispute Resolution By Binding Arbitration and Class Action Waiver**

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

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing us at [info@mybenziger.com](mailto:info@mybenziger.com).

However, if MyBenziger is not able to resolve a dispute with you after attempting to do so informally, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of [JAMS Alternative Dispute Resolution](#) ("JAMS"). JAMS will administer any such arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Sarasota (FL), or any other location as to which we may then mutually agree. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to MyBenziger should be addressed to MyBenziger 201 Fletcher AVE STE 100 Sarasota, FL 34237, Attention: General Counsel. Any notice to you shall be sent to your address as set forth in MyBenziger's records of account or such other legal address as MyBenziger is able to identify.

You may only resolve disputes with us or Participating Attorneys on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class

arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Notwithstanding our agreement to arbitrate our disputes as provided above, the following exceptions will apply to the resolution of disputes between us:

- Either you or MyBenziger may assert claims, if they qualify, in small claims court in San Francisco, California or in any United States county where you live or work without first engaging in arbitration or the informal dispute-resolution process described above.
- MyBenziger may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any unauthorized use or abuse of the Services without first engaging in arbitration or the informal dispute-resolution process described above.
- MyBenziger may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above.
- In the event that the agreement to arbitrate provided herein is found to be inapplicable or unenforceable for any reason, then as a condition to your use of the Services we agree that any resulting judicial proceedings will be brought in the federal or state courts of Sarasota Florida, and by your use of the Services you expressly consent to venue and personal jurisdiction of the courts therein.

MyBenziger may, in the future, make changes to these provisions regarding dispute resolution and arbitration by providing notice in accordance with the section of these Terms entitled "Modifications" below. You may reject any changes made during your Membership by sending us written notice. Such notice must be given within thirty (30) calendar days of the notice of modification to the following address: MyBenziger 201 Fletcher AVE STE 100 Sarasota, FL 34237, Attention: General Counsel.

### **13. Controlling Law**

These Terms will be governed by Florida law except for its conflicts of laws principles.

### **14. Entire Agreement**

These Terms constitute the entire agreement between you and MyBenziger with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

### **15. Waiver, Severability and Assignment**

MyBenziger's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. MyBenziger may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **16. Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

If you have any questions or concerns, please contact us at any time.

## **17. North Carolina Residents**

If you are a North Carolina resident, the following provisions will apply to your purchases from MyBenziger:

- The disclaimers of warranties and limitations of liability herein will not apply to you.
- These Terms will not be construed to limit your recovery of damages or other remedies.
- These Terms will not be construed to require you to agree to jurisdiction or venue in any state other than North Carolina for resolution of disputes between you and MyBenziger.