



Terms of Agreement

Please read this page in its entirety as it explains your rights and responsibilities.

You must agree, without modification, to accept the following terms of use ("Agreement") between you and PartingWishes Inc.. The Agreement, as amended from time to time, explains the contractual agreement between you (the "Member") and PartingWishes Inc. ("us", "we" or "PartingWishes Inc.") regarding your use of our web site (the "Web Site" or "LegalWills.ca Web Site"), the information on the Web Site (the "Content"), our facilitation of your activities and transactions conducted through the Web Site (the "Services"), and the product of those activities (the "Documents"). Your use of the LegalWills.ca Web Site constitutes a full and complete acceptance of the terms of this Agreement.

The Agreement contains the following sections:

- I. Subsequent Revisions to Agreement
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I. Subsequent Revisions to Agreement

These terms of use are effective January 15, 2017, and all previous terms of use are cancelled. It is a condition of membership that members agree to these terms and conditions. PartingWishes Inc. may periodically revise the terms of this Agreement by updating this page. You agree to be bound by subsequent revisions to this Agreement. Accordingly, you should periodically visit this page to review the current terms of use. A link to this page is available on the home page of the LegalWills.ca Web Site.

II. Use of the LegalWills.ca Web Site

PartingWishes Inc, its affiliates and agents make this Web site and all other websites of PartingWishes Inc with links to the Terms of Use (collectively, the "Site"), and the Materials and Services, available for your access and use subject to the Terms of Use. "Materials" means all information, data, documents, communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products made available or enabled via the Site by PartingWishes Inc or users of this Site. "Services" means all services and resources offered or enabled via the Site by PartingWishes Inc and users of this Site, including download areas, product and other information services.

You agree to use the Services only to access, download, utilize, post, send or receive Materials in an appropriate manner as related to the particular Materials or Services being accessed or used by you. As some examples of improper activities when accessing or using the Site, Services or Materials, you agree that you shall not:



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- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.
- Use or attempt to gain access to or use another's account, password, Service, Materials or computer systems or networks connected to any LegalWills.ca server or to the Site without authorization from PartingWishes Inc, whether through hacking, password mining or any other means.
- Remove or falsely add to any uploaded Materials any copyright, trademark or other legal or proprietary rights notices, author attributions or other information such as origin or source of the Material.
- Access or attempt to access any Material that you are not authorized to access or Materials through any means not intentionally made available through the Site or Services.
- Make available any files containing Materials where you do not own or control, or have not received the necessary licenses to, all Intellectual Property Rights, rights of privacy and publicity and all other rights in and to such Materials.
- Use any Materials in any manner that infringes any Intellectual Property Rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any LegalWills.ca account holder or to any LegalWills.ca or affiliated e-mail address.
- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any Materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying the Site or other affiliated or linked sites, Materials or Services.
- Breach any guidelines or other codes of conduct applicable to a particular Service or Materials.
- Access or use the Site in any manner that could damage, disable, overburden or impair any LegalWills.ca server or the network(s) connected to any LegalWills.ca server.
- Violate any applicable laws or regulations related to the access to or use of the Site, or engage in any activity prohibited by the Terms of Use.
- Post or otherwise submit any topic, name, material or information that is child pornography, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, profane, racist, unlawful, or otherwise objectionable.
- Prepare, compile, use, download or otherwise copy any Site user directory or other user or usage information or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such directory or information to any third party.
- Violate the rights of PartingWishes Inc. or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- Use any PartingWishes Inc domain name as a pseudonymous return e-mail address.
- Market any goods or services for any business purpose (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by PartingWishes Inc.

When using Services or Materials, you will be subject to any posted guidelines, rules or licenses applicable to such Services or Materials, in addition to the Terms of Use. Materials and Services provided by third parties (collectively, the "Third-Party Services") are governed by separate agreements accompanying such Materials and Services. PartingWishes Inc offers no guarantees and assumes no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from incompatibility between a Third-Party Service, PartingWishes Inc provided Services or another Third-Party Service. You agree that you will not hold PartingWishes Inc responsible or liable with respect to the Third-Party Services.



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PartingWishes Inc, in its sole discretion, may (but has no obligation to) monitor or review the Materials and Services at any time. PartingWishes Inc may at any time without notice and in its sole discretion: (a) terminate a Service, access to or use of any Materials or an area of the Site where Materials are posted or submitted; and (b) disclose any information related to your use of a Service or Material, or the substance of any of your posted or submitted Materials, as PartingWishes Inc deems necessary to comply with applicable law, regulation, legal process or governmental request. You agree to use extra care when disclosing any personally identifiable information about yourself or your children in any Services or when you post or otherwise submit any Materials.

If you are required to establish an account in connection with a particular Service or Material, you must complete the designated registration process for such Service or Material. All required registration information that you provide must be current, complete and accurate and kept up to date on a prompt, timely basis. If required, you must also choose a user name and password for such account. It is your sole responsibility to keep your account number, user name, password and other sensitive information confidential. If you become aware of any unauthorized use of your account or any other breach of security, you shall notify PartingWishes Inc immediately. If any Services or Materials provide password-restricted access to your sensitive information (including customer lists and contractual terms), then by accessing or using this Site and setting up a password-restricted account for such Services or Materials, you consent to PartingWishes Inc display of such information via such Services or Materials and accept all risks of unauthorized access to such information.

III. Termination

You agree that PartingWishes Inc, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any content within the Service, for any reason, including, without limitation, if PartingWishes Inc believes that you have acted inconsistently with the letter or spirit of these Terms of Use. Further, you agree that PartingWishes Inc shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.

IV. Your Use of the LegalWills.ca Web Site is at your own risk

The LegalWills.ca Web Site may contain inaccuracies or typographical errors. PartingWishes Inc. makes no representations about the accuracy, reliability, completeness or timeliness of the content or about the results to be obtained from using the Web Site or its Content. Your use of the LegalWills.ca Web Site, including, without limitation, the services and information contained therein, is on an "as is" basis and is at your own risk. PartingWishes Inc. may make changes to the Content at any time. PartingWishes Inc. is not responsible for any loss, injury, claim, liability or damage related to your use of the LegalWills.ca Web Site or any site linked to this Web Site, whether for errors or omissions in the content of our Web Site or any other linked sites, from the Web Site being down or from any other use of the Web Site.

V. Your Documents

PartingWishes Inc. is not a law firm. The use of the LegalWills.ca Web Site is not a substitute for seeking legal advice. The Member agrees that he or she is not relying on PartingWishes Inc. for any legal advice or information. The Member agrees that any Documents completed by the Member on the LegalWills.ca Web Site are Documents made by the Member and not Documents made by PartingWishes Inc. The Member further agrees that any Documents completed by the Member on the LegalWills.ca Web Site are Documents completed by the Member without a lawyer or legal advice. If a Member requires legal advice or information, it is agreed that it is the duty of the Member to obtain such legal advice or information. If a Member is uncertain as to whether legal advice or information is required, it is agreed that the Member will obtain such legal advice or information.



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PartingWishes Inc. does not offer legal advice, and the Content on the Web Site is not guaranteed to be correct. Although considerable effort has been made to ensure that the information on the Web Site is accurate and up to date, be aware that state, provincial and federal laws and procedures change and may be open to interpretation. In addition, the successful execution of any services on the Web site requires accurate information provided by the Member and/or appropriate actions taken by the Member as described on the Web Site. PartingWishes Inc. cannot ensure that this information will be accurate or that these actions will be taken appropriately. Although the information on the LegalWills.ca Web Site can be used to help in the creation of legally binding documents, we cannot guarantee that the results of using the Content on the Web Site will result in the creation of legally binding documents and individual circumstances vary. As a result, PartingWishes Inc. does not make any guarantees about the use to which the Web Site is put, or the results of that use. If you have any doubts as to the validity or legal standing of documents created using the Content on the Web Site, we recommend that you consult an attorney licensed to practice law in your area.

Any Documents that you create using the LegalWills.ca Web Site are yours and it is your responsibility to ensure that they reflect your intentions. If you require a legal opinion about the effect of the Documents or their legal interpretation, you must have your Documents reviewed by an attorney in your State or Province who specializes in Wills and estate planning.

If you choose to create a Will or an Expatriate Will and are disposing of property that is located in a different jurisdiction, please review the laws of that area. They may conflict with your Will and negate your disposition of your property. Any property from another jurisdiction that is acquired after your Will is executed will not be made part of your document, and the laws of that jurisdiction will govern its disposition. PartingWishes Inc. is not responsible for any property that can not be disposed of according to your wishes, and makes no guarantee that your testamentary requests can be followed.

VI. Disclaimer of Liability

PartingWishes Inc., its respective officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns (Collectively "PartingWishes") shall not be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of, or connected with, your (i) use of the LegalWills.ca Web Site and (ii) any other subject matter of this Agreement. This includes, but is not limited to, the loss of any data or information created through the use of LegalWills.ca services or documents, including, but not limited to data or information held by LegalWills.ca.

The Member and his or her estate, including heirs, successors and assigns, hereby agree to indemnify and save harmless PartingWishes Inc., its officers, directors, employees, principals, agents and shareholders from any and all claims and demands of any kind whatsoever arising from or in relation to any document completed or attempted to be completed on this Site (whether such document is properly or improperly signed) including any and all legal costs, damages or awards.

PartingWishes Inc. makes no representations or warranties. Without limiting the foregoing, except as expressly stated in this Agreement, PartingWishes Inc. makes no representations or warranties of any kind, either express or implied, as to any matter including, without limitation, implied warranties of fitness for a particular purpose, merchantability, non-infringement or otherwise which would extend beyond the representations and warranties contained in this Agreement.

VII. Web Site Content

The materials used and displayed on the LegalWills.ca Web Site, including, but not limited to, text, software, photographs, graphics, illustrations and artwork, music, video and sound, and names, logos and trademarks, are the property of PartingWishes Inc. or its affiliates or licensors and are protected by copyright, trademark and other



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laws. Any such content may be displayed solely for your personal, non-commercial use. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material without the written permission of PartingWishes Inc. or the appropriate affiliate.

VIII. Disclosure of Information

You hereby agree to allow PartingWishes Inc. and its staff access to all legal documents and other material generated via the LegalWills.ca Web Site.

PartingWishes Inc. and its affiliates agree to be bound by the terms of its Privacy Statement. PartingWishes Inc. and its affiliates hereby agree that all of your information and material received via the LegalWills.ca Web Site or otherwise will be kept in the strictest confidence and will not be disclosed to any third party without your consent. However, you may authorize PartingWishes Inc. or our affiliates to disclose information to Third Parties to assist you with current or future matters or areas of interest either by clicking the appropriate boxes on this site or specifically in correspondence. Some users will be referred to us from a third party after having established a customer relationship with that third party. If a client of a third party uses any of our services, having been referred to us by the third party, that third party may from time to time be granted access to personally identifiable information, including data entered by the client into the services used at LegalWills.ca.

IX. Information Volunteered to PartingWishes Inc.

Should any member choose to provide PartingWishes Inc. with any data not associated with any of the services including but not limited to questions, comments and suggestions ("Non Confidential Data"), such data shall be deemed to be non-confidential and PartingWishes Inc. assumes no obligation to protect such data from disclosure.

X. Third Party Links

The LegalWills.ca Web Site may contain links to Web Sites ("Third Party Web Sites") operated by parties other than PartingWishes Inc. and PartingWishes Inc. may license Content from the LegalWills.ca Web Site for use by Third Party Web Sites. PartingWishes Inc. makes no representation or endorsement of the Third Party Web Sites, and you access them at you own risk. Furthermore, the use of links to Web Sites does not imply that PartingWishes Inc. is legally authorized to use any trade name, registered trademark, logo, or copyrighted symbol that may be represented in the links.

XI. Printed Agreement

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XII. Entire Agreement

By using the LegalWills.ca Web Site, you agree that this Agreement is the complete and exclusive statement of the Agreement between you and PartingWishes Inc. regarding the LegalWills.ca Web Site. This Agreement and any disputes arising out of or related to the Web Site shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, Canada.



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XIII. Acknowledgement

By signing below, you acknowledge that you: (a) have read and understood these terms; (b) understand the need for independent legal advice on whether or not to accept the terms; and (c) agree to be bound by these terms. If you do not agree, you may click on the "I Do Not Agree" button, or leave the Web Site now.

Signed: _____

Print Name: _____

Date Signed: _____

If you have any questions about the above terms and conditions, please send us an email to support@legalwills.ca or seek your own independent legal advice.