

## **Privacy Policy**

BY ACCESSING THE EP CLOUD WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS THIS WEBSITE, OR ANY PAGES THEREOF.

Protecting the privacy of your information is essential to how EP Cloud works. We do our very best to make sure your information is secure and private. This statement outlines the collection and usage of the information you submit to EP Cloud. By using EP Cloud, you consent to the privacy practices described herein.

### **Collection and Use of Your Personal Information**

EP Cloud collects and stores the personally identifiable information required to deliver estate planning services. We use your personal information to create your customized estate planning documents and send you action item notifications and service updates so that your estate plan is appropriately funded, optimized and always up-to-date.

EP Cloud may share your data with trusted partners. EP Cloud will not use or disclose your personal information without your explicit consent. EP Cloud may disclose personal information to third parties if you have requested or authorized the disclosure of such personal information. EP Cloud will, if required by law, disclose your personal information to comply with legal process served upon EP Cloud, protect and defend EP Cloud or to protect the personal safety of other EP Cloud users or the general public.

EP Cloud may collect information regarding the software and hardware systems of your personal computing devices. We may collect time of usage and access, where you were referred from, what browser you use, and your IP address. This information is used by EP Cloud for the operation of the service, to maintain or improve the quality of the service, analyze trends and understand more clearly the way the website is used.

### **Mobile device identification information**

When you connect to EP Cloud on your internet-enabled mobile device, if your service provider uniquely identifies the device, EP Cloud will receive this information. EP Cloud may use your unique mobile device identification information to offer you extended services and/or functionality. Certain services may require our collection from you of the number for your mobile device. Additionally, through the use of your mobile device, we may collect your phone number and/or name. We may associate that information to the mobile device identification information and other information we have collected from and about you.

### **Calls**

In the regular course of business, EP Cloud may monitor and record phone conversations or email communications between you and EP Cloud employees for training and quality assurance purposes.

### **Electronic Communications**

We may receive a confirmation when you open or click on content in an email from us, which helps us make our communications to you more useful and interesting.

### **Use of Cookies**

EP Cloud uses cookies to personalize your online experience and save you time. Cookies record and store information so that when you return to EP Cloud your data can be seamlessly retrieved. You have the ability to accept or decline cookies. If you choose to decline cookies, many of EP Cloud's interactive features may not function as designed.

### **Modifying Your Data**

Once you have registered with EP Cloud, you have unrestricted access to your account and can modify or revise your data as you see fit. While we display only your most current data, due to the long-term nature of estate planning services, we do not delete outdated information for active accounts but preserve all user-supplied data as long as you are an active user of EP Cloud.

### **Termination of Service**

Upon termination of your EP Cloud account, for whatever reason, your account is closed and hard copies of your current estate planning documents are sent as PDF documents attached to the email in your profile. EP Cloud shall have no responsibility for the security of your documents once your termination email has been sent. All personal information, data and documents stored on our servers are retained for three years from the date of termination, at which time everything in your file is deleted in its entirety.

### **Sharing Information With Essential Service Providers and Internal Employees**

We limit access to your personal and financial information to only those employees with authorized access. Companies that provide essential support services to EP Cloud (such as printers, marketing companies and participating attorneys) have access to your data. Service companies only have access to the information they require to do their job. They are not authorized to use your information for any other purpose. Even though we require third parties who perform services for EP Cloud to agree to keep your information confidential, EP Cloud cannot guarantee that third parties will not misuse your data.

### **Sharing Information With Participating Attorneys**

An attorney is responsible for every estate plan created using EP Cloud. The attorney responsible for your file has unlimited access to all the information, data and documents in your account.

### **Potential Loss of Attorney-Client Privilege**

The American judicial system is founded on the assumption that all communication between you and your attorney is considered privileged and confidential. Even though EP Cloud is essential to how the attorney responsible for your estate plan practices law, and therefore information

shared with EP Cloud technically qualifies for attorney-client privilege, no guarantee can be made that information you provide EP Cloud will be considered privileged.

If you had a non-attorney advisor, such as your financial advisor or CPA, assist you as you used EP Cloud, then it is possible that your advisor's involvement in the process may cause information in EP Cloud to lose its privileged status.

### **Communication Between Married Individuals Not Treated as Confidential as Between Spouses**

Any communication from husband and/or wife will be fully and freely disclosed to the other and no information will be kept confidential as between spouses. Should the two of you ever become involved in any lawsuit against the other, either of you may compel EP Cloud to testify in court as to any communication, data, etc. provided by either of you to EP Cloud.

EP Cloud dually and equally represents the interest of both husband and wife. If the interests of the husband or wife differ from the other spouse, then you should not use EP Cloud.

### **Bankruptcy**

In the event EP Cloud declares bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, we may not be able to control how your personal information is treated, transferred, or used. If such an event occurs, your personally identifiable information may be treated like any other asset and sold, transferred, or shared with third parties without notice to you or your consent.

### **Evaluation of Privacy Protection Practices**

At least annually our operations and business practices are reviewed for compliance with corporate policies and procedures governing the security and confidentiality.

### **Modification of Privacy Policy**

EP Cloud reserves the right to change the terms of our Privacy Policy. A notice will appear at login, or sent via email, whenever we modify EP Cloud's Privacy Policy. Your continued use of EP Cloud following a post of modification to Privacy Policy shall constitute your agreement to said modifications.

If you have any questions about our Privacy Policy, contact EP Cloud at +1 (877) 424-0111 or [help@myepcloud.com](mailto:help@myepcloud.com)

### **EP Cloud - Smart Estate Planning Solutions**