

Terms of Use

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We are excited to have you as a user. The following terms and conditions apply to your use of this site and any of its affiliated domains.

If you are not age 18 or older, do not use this site or any of its affiliated domains.

Using EP Cloud includes, but is not limited to, registering for an account, entering information, creating documents, uploading and downloading content, clicking on links, browsing, etc. Using EP Cloud constitutes your agreement to all the terms, conditions and notices contained in this and all related agreements and notices.

Intelligent System

EP Cloud is an intelligent, estate planning system designed to help you create, fund, administer and settle your estate plan. EP Cloud is lawyer expertise embedded in software. Just as TurboTax™ is an intelligent automated system that guides you through the preparation of your income taxes, EP Cloud analytics guide you through the preparation of your estate plan.

In real time, EP Cloud analytics check your information against predefined standards to identify and prepare the documents you need. Once your plan is created, our analytics constantly monitor your plan and assets and send you action items required to keep your estate plan optimized and up-to-date.

EP Cloud analytics check your assets to identify when title to your assets conflicts with the way your estate-planning documents distribute your assets. As a result, EP Cloud may make recommendations for a change in your insurance or investment portfolio.

Price

There is no cost to access EP Cloud. Estate planning documents created using EP Cloud are paid for when they are produced.

Participating Attorney Compensation

An attorney is responsible for every estate plan created using EP Cloud. The participating attorney's compensation is included in the price of the documents to end users. Refer to Role of Attorney for details regarding how attorneys participate within EP Cloud to ensure you receive the highest quality estate plan possible.

EP Cloud Compensation

EP Cloud is compensated for the administration of estate plans. Administration includes: facilitating payment for each engagement, document production, secure storage of estate plans, customer service and relationship management, client onboarding, etc.

Ownership and Preservation of Your Documents

Your documents are yours. EP Cloud claims no ownership or interest in the documents you create or store using EP Cloud.

Sharing Your Information

You grant permission to EP Cloud to use the data in your documents to help you administer your estate and provide services to you. EP Cloud will disclose your information if required to comply with applicable laws or governmental request, respond to claims that content violates the rights of third parties, or to protect EP Cloud or the public at large. You give permission for EP Cloud to transmit your data and documents over various networks and devices. You agree that EP Cloud has no responsibility or liability for any content maintained or uploaded by those services.

Privacy and Sharing Your Information

Protecting your privacy is important to EP Cloud. See Privacy Policy for details on how EP Cloud treats your personal information and protects your privacy.

Access and Passwords

You are responsible for the confidentiality and use of your login credentials and password. You will not hold EP Cloud liable for any damages of any kind resulting from your decision to disclose your login credentials or password to any third party. You will be responsible for all activity conducted through and under your login credentials and password.

Prohibited Use of Site

You may not use EP Cloud for any purpose that is illegal or that may damage or cause harm to others, including EP Cloud. You may not hack, scrape, crawl either directly or indirectly through intermediaries such as spiders, robots, crawlers, scrapers, frames, RSS feeds or otherwise access or attempt to access any information that EP Cloud has not intentionally made available. Your use of EP Cloud does not entitle you to resell any of myepcloud.com content.

Links to Third Party Sites

EP Cloud contains links to other resources and businesses on the Internet. Third party links are provided for your convenience. Our intent is help you identify and locate resources that may be of interest to you. Links may or may not be associated with EP Cloud. EP Cloud is not responsible for the content of linked third party sites. Inclusion of a third party site on EP Cloud does not imply or express approval or endorsement of the linked website, or any of the content, opinions, products or services provided on those websites. Your use of linked sites is governed by the terms and conditions and privacy policies of the third party site. We are not responsible for the information collected by other websites if you link to them from EP Cloud. We cannot guarantee how third party sites use cookies or whether they place cookies on your computer that may identify you. You should carefully review the privacy policies of each website you visit to understand how it collects and uses information.

Insurance, Investment or Other Financial Products

You authorize EP Cloud analytics to monitor the efficiency of the assets in your estate plan. As a result, EP Cloud may make a recommendation for a change and/or an addition to your insurance, investment or general assets. You are under no obligation to purchase any insurance, investment or financial services product.

Any recommendations made by EP Cloud following the creation of your estate plan may result in the sale of certain products that generate the payment of commissions. If a commission is generated from any recommendation, you will be notified in writing outlining the details of the amount of commission being paid and to whom. Unless you are provided a disclosure to the contrary, EP Cloud is not party to any insurance or investment recommendation, or commissions generated therefrom.

Modification of these Terms of Use

EP Cloud reserves the right to change the terms of service under which EP Cloud is offered. This includes, but is not limited to, the charges associated with the use of its services. A notice will appear at login whenever we modify EP Cloud's Terms of Use. Your continued use of EP Cloud following a post of modification to Terms of Use shall constitute your agreement to said modifications.

Disclaimer

EP Cloud is provided on an AS IS basis. Every attempt has been made to ensure all content, software, products and services available through EP Cloud are accurate, current and up-to-date and free from error. Unfortunately, we cannot guarantee that such is the case. The website may include inaccuracies or typographical errors. In short, your use of myepcloud.com and all of its white labels is at your own risk.

This provision is not intended to disclaim liability for any intentional or grossly negligent conduct by EP Cloud.

Termination of Service

EP Cloud reserves the right, in its sole discretion, to downgrade, modify, discontinue or terminate any or all of services offered by EP Cloud at any time with or without notice. You agree that EP Cloud will not be liable to you or to any third party for any modification, suspension or discontinuance of EP Cloud.

If EP Cloud is no longer available, for whatever reason, your entire file, including any and all documents you create, will be provided to you pursuant to EP Cloud's Privacy Policy.

Severability

Should any part of this agreement be rendered or declared invalid, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Arbitration

You agree to confer directly with EP Cloud regarding any complaint, dispute or any controversy or claim arising out of or relating to your use of EP Cloud. In the event that a complaint or dispute occurs that cannot be resolved by negotiation with EP Cloud, you agree to participate in at least four hours of mediation before a single mediator. EP Cloud will pay for the costs of said mediation. Unless agreed otherwise, the forum for mediation shall be Salt Lake City, Utah, USA.

If mediation is unsuccessful, the dispute shall be referred to binding arbitration in accordance with the applicable rules of the American Association of Arbitration and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

EP Cloud will pay the cost of arbitration if you seek less than \$75,000 in damages. If you initiate arbitration in excess of \$75,000 in damages, each party shall be responsible for their share of arbitration fees. In the event either party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the arbitrator's award.

Any arbitration under this agreement will take place on an individual basis only. Class arbitration and class actions are not permitted.

Waiver

You waive, release and discharge EP Cloud and its agents, employees, officers, directors, shareholders, successors and assigns from any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with, arising out of, or related to the performance of services by participating attorney, advisor or agent in connection with this agreement.

Intellectual Property Rights

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Guarantee

If you are not completely satisfied with your estate plan, simply notify EP Cloud via email within 30 days of payment for a complete refund.

General

Taken together the Terms of Use, Role of Attorney, Price List and Privacy Policy constitute the entire agreement between you and EP Cloud. You may not transfer your rights or obligations contained within these documents, taken collectively or individually, without EP Cloud's consent. EP Cloud's rights or obligations contained within these documents may be transferred by EP Cloud to someone else. Any rights not expressly granted by these documents to others remain the rights of EP Cloud.

Unless stated otherwise, EP Cloud's primary communication with you will be via postings on myepcloud.com or to the email address in your profile.

If you have any questions about our Terms of Use, contact EP Cloud at +1 (877) 424-0111 or help@myepcloud.com