

TERMS OF USE OF EDUCATE TO MOTIVATE NEWSLETTER SUBSCRIPTION SERVICE

PROVIDER: Business Automation Solutions, Inc. 3821 Lizette Lane, Glenview, IL 60026

SUBSCRIBER SERVICE: We will send an email newsletter onetime each month, on your behalf to your clients, prospects and referral sources. The subjects of the email will vary but will include topics that are central to foundational estate plate planning, long term care or business planning. Options for additional email send services, are available through our base plans.

Each email message will be branded with your name, and/or your firm name, and will also include your company details in each newsletter, as well as embedded website services, depending on membership level.

COST: The cost is:

\$99 per month, for a Silver Membership

\$199 per month, for a Gold Membership

\$249.00 per month, for a Platinum Membership.

All levels require payment by credit card. Your credit card will be charged monthly unless you decide to cancel the service.

In addition, there is a one-time setup fee of \$249 which covers the cost of customizing your template and getting your list imported. Because of the time and energy involved, the setup fee is non-refundable.

SUBSCRIBER LIST:

You provide us with a list of contact information for each of the individuals you would like to email. The list can be in a .csv or dbase or Excel format and should include the name of the person, the email address, phone number and whether the contact is a client/prospect or professional. We can consult with you or your office staff to help you create and scrub your list.

All contact submissions are on a first-come first-serve basis. We will not intentionally mail the same contact name for two different Subscribers. If we do import a name twice, we agree to delete the record, of the second to be added, once notified of the duplicate. The responsibility is on you to notify us of duplicate mailings. Because there is no geographic exclusivity, we cannot guarantee that any number of names that you submit will be accepted in our contact database.

MAXIMUM NUMBER OF NAMES:

The maximum number of consumer names that can be submitted: as a Silver Member=750, as a Gold Member=2,000, as a Platinum Member= 10,000.

WHO OWNS WHAT?

You agree that we own everything used to send the emails, including the email content, templates, information, and equipment used to send the emails and any web pages created for you. No use of the email template, copy, articles, our logos or other email information is to be used for any purpose by you unless otherwise agreed to in writing by us prior to any such use. All content used in the weekly email templates is used with the permission of the authors. No other use is permitted without prior approval of Provider and the article author. You own any information unique to you that is used in the email newsletters (name, firm name, picture, and logo.) We agree that no other use will be made of said material except with your written permission prior to any such use.

EMAIL DELIVERY:

We shall not be responsible for any delivery failure of any email due to spam filters, problems with internet service providers, general internet problems, viruses, blacklisting, or for any other reason outside of our control.

IMAGES:

Some mail readers (Outlook Express, Gmail, etc.) block images contained in email until the reader clicks to allow images. We cannot be responsible for an email newsletter delivered without images visible. But we will include easy instructions on how to view the images should your readers choose that option.

CHANGE OF EMAIL PREFERENCE AND UNSUBSCRIBES:

We will provide your readers with the ability to change the email delivery address. We will also provide recipients of your email newsletters the ability to unsubscribe. The unsubscribe process will be designed to comply with the CANSPAM act. We will also maintain a record of unsubscribes and report all unsubscribes to you as part of our regular weekly reporting to you. In order to ensure that we comply with laws relating to spam, you agree to advise us if any of the contacts that you give to us request that their names be removed from the mailing list.

SUBMISSION OF CONTENT FOR EMAILING: As Platinum Member, you have the option to submit content to be used in the customize text section in your newsletter. We will provide you with the process for delivering that content to us. We are not responsible for any damages that may occur for failing to include specific content you may provide in a specific newsletter; especially content that may be date sensitive. You also may provide content to be used in our general newsletter mailings. We have sole discretion as to whether to publish such submitted content. We reserve the right to edit any submissions for content or length. Submission constitutes permission to use the submitted article in current and future mailings, even if you are not an active Subscriber at the time of subsequent mailings.

TERMINATION OF THIS AGREEMENT:

The parties to this agreement reserve the right to terminate this service for any reason at any time, without any prior notice.

COMPLIANCE APPROVAL – FINANCIAL ADVISORS:

Unless told otherwise, none of the articles have been submitted to any compliance department or other authority for approval. Determining whether or not you are required to obtain permission or approval prior to participating in this program is solely your responsibility. We are not responsible for any damages that accrue to you for participating in this program without obtaining the requisite approvals. We make no representations and warrant nothing about any compliance matter. We have made no attempt to ascertain that the sending of emails is permitted under the rules governing any professional license holders. Use of the newsletter without compliance approvals at your own risk and you agree that you will indemnify and hold us harmless for any damage that may accrue to you as a result of a failure to get appropriate regulatory approval.

COMPLIANCE APPROVAL – ATTORNEYS

If your State Bar Association or Regulatory Agency has determined that educational emails must be labeled as advertising, you must let us know. Determining whether or not you are required to obtain permission or approval prior to participating in this program is solely your responsibility. You must also tell us what needs to be included in your email communication to make them compliant. It is your duty to make sure that sending emails by attorneys to clients, prospects and others is a permitted activity. Use of the newsletter without first determining your compliance with applicable law is done at your own risk. You agree that you will indemnify and hold us harmless for any damage that may accrue to you as a result of a failure to properly determine that this is a permitted activity and obtain regulatory approval.

TAX ADVICE/DISCLAIMER

Each email newsletter will contain a tax/legal advice disclaimer and a warning that the newsletter contains general information and should not be acted on without first obtaining advice from a qualified licensed professional. Each newsletter will contain a disclaimer that the information contained in the newsletter is not to be acted on without first seeking competent advice. You may insert a custom disclaimer.

COMPLIANCE WITH LAWS

Each party will comply with all Applicable Laws that apply to its performance under this Agreement, including but not limited to those applicable to the privacy, security, collection, maintenance, sale and transfer of personally identifiable information (Personal Data), including trans-border data transfers and data breach notification obligations as required by law.

LIMITATION OF LIABILITY

Notwithstanding any provision to the contrary, the total liability of Provider, including its employees, owners and consultants, for all losses, damages, costs, and expenses, including attorney's fees, shall not exceed the aggregate amount paid to Provider under this Agreement, less any set up fees, fees for

custom templates and administrative fees for services rendered, during the most recent annual subscription term, regardless of the legal theory under which such liability is imposed.

CHOICE OF LAW

This agreement shall be interpreted under the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Cook County, State of Illinois

DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of or relating to this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

MERGER

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

PRONOUNS

Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Wherever the term "we" is used it shall mean the Provider. Wherever the terms, "you" or "your" are used they shall mean the Subscriber. The term "Party" or "Parties" refers to Provider and Subscriber respectively.

SAVINGS CLAUSE

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

ASSIGNABILITY. This Agreement shall not be assignable by either party without the consent of the other; except in cases where all or substantially all of the assets of the parties are consolidated by merger or otherwise, and the assignee agrees in writing to be bound by and subject to all the terms of this Agreement.