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If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the purchaser and user and XCLUSIVELY 4 U with respect to the Web Site and documents purchased and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and XCLUSIVELY 4 U with respect to the documents purchased by you. 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.

TERMS OF SERVICE

Because of the type and nature of the services products offered, The Xclusive Legal Network reserves the right to refuse to sell product or provide service to anyone, at its own discretion.

A purchase of forms services from The Xclusive Legal Network provides an initial download that can be used per the terms outlined here for as long as the customer wishes, and access to the password-protected online forms server which is good for one year after the date of purchase.

DELIVERY OF PURCHASE

All consumer services purchases that are downloadable or designed for online use are typically made available to the customer immediately after a successful transaction (i.e. appropriate delivery address provided, and payment made for the product). The Xclusive Legal Network will provide confirmation of each purchase and delivery of the services via client portal, a confirmation screen on the web site and/or a confirmation email sent to the email address provided during checkout. While the delivery process is set up for instant transmission of the services access links, The Xclusive Legal Network will not refund the purchase price of the services because of a delay in providing these access links, usernames and/or passwords. The Xclusive Legal Network is not responsible for any delays in transmission due to web service outages or email delivery delays.

The services offered by The Xclusive Legal Network very simple to access and use. In all instances, complete instructions are provided covering the installation and access processes. Thus, all services are sold with the joint understanding that the customer possesses a basic knowledge of computer systems and services functionality. No returns will be accepted due to the inability of the user to understand and utilize the services because of a lack of knowledge of these basic computer functions.

Access links to the downloadable .zip file and/or the online forms server for any title are available for one (6) months after the date of purchase, upon request. Files downloaded and saved to a device may be used without time limit, but new downloads are no longer accessible one year after the date of purchase. A discount code is available to past customers by email to make a new or updated purchase.

Packaged product orders or orders containing jump drives, printed pages or CDs are shipped via the United States Postal Service using standard service, unless otherwise specified.

PRICES, CHARGES, AND PAYMENTS

All prices are in U.S. Dollars. All credit card charges must be paid in U.S. dollars; mailed payments must be sent in the form of U.S. money order, international money order, or check. All international money orders must be drawn from U.S. funds. The Xclusive Legal Network reserves the right to change the prices of merchandise sold on this web site at any time.

GUARANTEE OF FORM FORMATTING, CONTENT AND USABILITY

If any XCLUSIVELY 4 U document or form provided through the services purchased by the customer is not accepted by the appropriate court, agency, governmental entity, etc. because:

- 1) Improper information is contained in or on the document or form, or required information is absent from such document or form; or
- 2) XCLUSIVELY 4 U has improperly or inappropriately formatted any such document or form, then XCLUSIVELY 4 U will make any changes requested by the court, agency, governmental entity, etc., without charge to the customer within 48 hours of notice of such issue with the document or form (and receipt of verification of the rejection of the document or form). If within such 48-hour period, XCLUSIVELY 4 U does not provide a revised and corrected form or document to the customer, suitable for acceptance for filing by the appropriate court, agency, entity, etc., then a refund will be issued to the customer for the full purchase price of the services as paid by the customer.

Verification of denial or rejection of any XCLUSIVELY 4 U document form by any court, agency, governmental entity, etc. may be required by XCLUSIVELY 4 U, and the customer must provide such verification prior to the start of the 24-hour period described above. XCLUSIVELY 4 U may, in its sole discretion,

waive the customer requirement to provide verification of the denial or rejection of the document or form.

This guarantee is limited to issues or problems with the document or form purchased by the customer from XCLUSIVELY 4 U. This guarantee does NOT apply to or concern the rejection or denial of any filing resulting (either directly or indirectly) from information or data supplied by the customer (or any other source) on or in the document or form that is submitted for filing. XCLUSIVELY 4 U is not and cannot be responsible for the information provided on the document or form by the customer, and XCLUSIVELY 4 U 's guarantee shall not require XCLUSIVELY 4 U to make any adjustments, corrections, suggestions or submissions of any kind for or on behalf of the customer as the same pertains to the document or form prepared and submitted for filing. Further, the customer is solely and exclusively responsible for any fees, charges or costs of filing the document and complying with any local filing requirements or standards; the XCLUSIVELY 4 U guarantee does not cover rejection or denial of filing for any of these reasons.

No other guarantees or warranties are issued by XCLUSIVELY 4 U about the forms or documents provided or offered for sale on its web site. This guarantee automatically terminates and is of no force and effect should the customer in any way alter, modify, amend, add to, delete information in or in any other way revise any part or portion of any form or document prior to submitting the same for filing with any court, agency, governmental entity, etc. Further, this guarantee is effective for a period of ninety (90) days following the purchase and download of the form or document by the customer.

RETURNS AND REFUNDS POLICY

The forms services offered by XCLUSIVELY 4 U is very simple to open, access and use. In all instances, complete instructions are provided covering the access and download processes. All services are sold with the joint understanding that the customer possesses a basic knowledge of computer

systems and services functionality and can follow simple download and program use instructions. No returns will be accepted due to the inability of the user to understand and utilize the services because of a lack of knowledge of these basic computer functions.

Links to the services/downloads purchased from XCLUSIVELY 4 U are provided immediately upon the completion of the financial transaction process. Links to the services are provided both on the Transaction Confirmation page that appears at the end of a successful payment transaction, and again in a separate Download Instructions email.

Because the products sold by XCLUSIVELY 4 U are services, and because this service is provided to the customer with unrestricted access immediately upon completion of the transaction, no returns can or will be accepted and no refunds will be granted under any circumstance. The Purchaser of any services/product from XCLUSIVELY 4 U Services understands and agrees that all services/product purchases and/or downloads are considered final purchases for which absolutely no refunds will be given or provided, regardless of the nature of the request.

Further, Purchaser agrees and acknowledges that the Purchaser shall be solely responsible for and shall bear (and/or reimburse) XCLUSIVELY 4 U for any charge back fees issued to XCLUSIVELY 4 U by or from any credit card company, merchant service or other source of payment that is initiated at the request of the Purchaser. Stated another way, should Purchaser request a refund or charge back from any credit card company, merchant service or other source of payment on the purchase of XCLUSIVELY 4 U Services services/product and should said card company, merchant or other source thereafter impose any fee or amount to XCLUSIVELY 4 U Services at the request of said Purchaser for or as a result, Purchaser shall reimburse XCLUSIVELY 4 U Services for the refund amount plus the said charge back fee or amount. By purchasing any services/product from XCLUSIVELY 4 U Services, the Purchaser expressly authorizes XCLUSIVELY 4 U Services to direct a payment/charge to be made to Purchaser's credit card account (the same being the credit card account used in the initial purchase of said

services/product) in the amount of the said refund and charge back fee (or amount charged to XCLUSIVELY 4 U Services for such refund) plus a ten percent (7%) administrative fee.

RETURNED PAYMENTS AND CHARGE BACKS

Any checks being returned due to insufficient funds or any other reason will be submitted for collection immediately. Each returned check will result in a twenty-five-dollar (\$25.00) service charge to the consumer. Purchaser understands and acknowledges that should Purchaser request a refund from Purchaser's credit card company, merchant or other source of payment for the purchase price of any services/product purchased from XCLUSIVELY 4 U Services, said credit card company, merchant or other source of payment requires that XCLUSIVELY 4 U Services to pay a refund or charge back fee in addition to the amount of the refund. As stated in the Return Policy, Purchaser agrees that Purchaser shall reimburse XCLUSIVELY 4 U Services for the amount of the refund request plus any charge back fee or amount directed to XCLUSIVELY 4 U Services by any card company, merchant or other source of payment as a result of Purchaser's request to said card company, merchant service or other source of payment, plus a ten percent (7%) administrative fee.

INTERNATIONAL DUTIES/TAXES

While the online shopping systems are set up to only accept orders from USA residents, XCLUSIVELY 4 U is not responsible for any duties or value-added taxes that may be assessed by your local Customs office.

CLIENT DATA AND PRIVACY

During the transaction process, customer contact information and purchase records are collected by our systems. XCLUSIVELY 4 U reserves the right to send relevant offers via email and postal mail to our customers using this contact data.

LEGAL DOCUMENT PREPARATION SERVICE TERMS

The general XCLUSIVELY 4 U DOCUMENT SERVICES TERMS OF SERVICES are incorporated herein by reference. The purchase of any document preparation services is subject to those Terms of Services and the sale of such preparation services are governed thereby. In addition, the following Document Preparation Service Terms & Conditions also apply:

The document preparation service provided by XCLUSIVELY 4 U brings to the legal market an affordable document assembly system intended to create various forms. As indicated elsewhere in this Terms of Services statement, the legal information and legal documents available from this web site are NOT a substitute for the legal advice of an attorney who is a member of the bar of the state where Purchaser lives.

With the XCLUSIVELY 4 U document preparation service, Purchaser is requesting that XCLUSIVELY 4 U simply prepare a legal document that Purchaser creates with information that Purchaser provides (and for or upon which XCLUSIVELY 4 U has or makes no input, suggestion, proposal or analysis of the information that Purchaser provides, but for grammar, clarity and other formatting reasons or issues). Purchaser agrees and acknowledges that the document preparation service is a document assembly process only, for or into which Purchaser provides information to XCLUSIVELY 4 U to be inserted into XCLUSIVELY 4 U documents. Purchaser is purchasing from XCLUSIVELY 4 U a product in the form of a template of a legal document that

was created by licensed attorneys and for which Purchaser is requesting that XCLUSIVELY 4 U insert the information or data that Purchaser provides - Purchaser is not purchasing any legal service or legal advice. These documents may not be suitable to provide expert legal advice or where any transaction will require the documents to be amended or altered.

XCLUSIVELY 4 U does not offer legal advice and is NOT a law firm or law practice. The information provided by XCLUSIVELY 4 U on its web site is like that provided by self-help law books and forms offered for sale through retail outlets. Purchaser understands that the Purchaser's situation may be unique, and that the information contained on the XCLUSIVELY 4 U web site may not fit the Purchaser's circumstances, in which case seeking the advice of an attorney would be advisable.

Each form and document for which Purchaser seeks document preparation should be treated as a starting point and should not substitute for professional legal analysis. The service of the site and each form and document is provided with the understanding and agreement that XCLUSIVELY 4 U is not engaged in rendering legal, accounting or other professional services. If legal or other expert assistance is required, the services of a competent professional should be sought. Purchaser assumes all responsibilities and obligations with respect to all information provided and any decisions made concerning the documents for which XCLUSIVELY 4 U will provide document preparation services or resulting from the use of any form or document or document preparation services provided by XCLUSIVELY 4 U and for the selection of a form or document to achieve the Purchaser intended results. Purchaser understands that XCLUSIVELY 4 U is not acting as the Purchaser attorney in any way and that no attorney-client privilege is created by this relationship.

Purchaser acknowledges and agrees that Purchaser must, for XCLUSIVELY 4 U to complete Purchaser's documents, provide XCLUSIVELY 4 U with all relevant information necessary to accomplish that purpose, as the same is requested by XCLUSIVELY 4 U via its questionnaire or otherwise. Purchaser understands and acknowledges that XCLUSIVELY 4 U shall not be obligated

to prepare any document so purchased when Purchaser has failed, or is not able, to provide the necessary and required information to XCLUSIVELY 4 U to accomplish this task. Should Purchaser fail or be unable to provide XCLUSIVELY 4 U with all relevant and necessary information to permit XCLUSIVELY 4 U to completely and accurately prepare the document so purchased by Purchaser, XCLUSIVELY 4 U shall not be obligated to issue or provide Purchaser with any refund or reimbursement. It is the sole and exclusive obligation of the Purchaser to provide the appropriate and necessary information to XCLUSIVELY 4 U.

Once the information from the questionnaire is provided by the Purchaser to XCLUSIVELY 4 U, changes can only be made to the information provided if the Purchaser pays a change fee of 50% of the original purchase price of the document preparation service. Because XCLUSIVELY 4 U typically creates the requested documents quickly after of the receipt of the completed questionnaire, this fee is required to offset the time costs of revisions and/or new documents that must be created after the fact. (Also, Purchaser should be aware that change requests to documents that have already been submitted to any government agency may also incur additional filing fees payable to that office.)

XCLUSIVELY 4 U DOES NOT HAVE OR ASSUME ANY RESPONSIBILITY FOR THE CONTENT OF THE FORMS THAT YOU CREATE, EXCEPT TO THE EXTENT THAT THE INFORMATION THAT YOU PROVIDE IS ACCURATELY INSERTED INTO THE LEGAL FORM TEMPLATE. YOU ALONE ARE RESPONSIBLE FOR UNDERSTANDING THE RESULTS AND CONSEQUENCES OF THE INFORMATION AND DATA PROVIDED TO XCLUSIVELY 4 U FOR INCLUSION INTO THE FORMS. XCLUSIVELY 4 U SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU FOR ANY OF THE FOLLOWING: LOSS OR DAMAGE WHICH CONSISTS OF OR INCLUDES ANY EXPENDITURE, INDIRECT LOSS, LOSS OF PROFITS OR ANTICIPATED PROFITS OR GAINS OF ANY DESCRIPTION OR LOSS OF BUSINESS.

IF A COURT OR ANY OTHER BODY HAVING THE POWER TO RULE ON DISPUTES DECIDES THAT ANY PART OF THIS DISCLAIMER IS NOT REASONABLE OR CANNOT BE ENFORCED FOR ANY REASON, THIS WILL NOT AFFECT THE VALIDITY OF THE OTHER PARTS OF THIS DISCLAIMER WHICH WILL CONTINUE TO BE IN FULL FORCE AND EFFECT.

DOCUMENT PREPARATION WARRANTY & LIMITATION OF LIABILITY

(a) Warranty. XCLUSIVELY 4 U MAKES NO IMPLIED WARRANTIES OF ANY KIND, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT.

(b) Liability. In no event will XCLUSIVELY 4 U be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the document preparation services, whether based in contract, tort, strict liability or otherwise. The liability of any of XCLUSIVELY 4 U for direct loss arising out of the use of the document preparation services, whether based in contract, tort, strict liability or otherwise is limited to the total amount paid, if any, by Purchaser to XCLUSIVELY 4 U for document preparation services rendered.

DOCUMENT PREPARATION PRIVACY POLICY

Because the Purchaser's privacy is important to us, XCLUSIVELY 4 U uses the personal data that Purchaser has provide only to complete the document preparation services that Purchaser requests.

DOCUMENT PREPARATION DISCLOSURE OF INFORMATION & SECURITY

Unless provided otherwise in XCLUSIVELY 4 U 's privacy policy, XCLUSIVELY 4 U will not provide any personally identifying information to any third party without the Purchaser's consent (which consent may be obtained electronically via e-mail or form fill in on the Website); provided however that Purchaser is advised that in the event XCLUSIVELY 4 U determines in its reasonable discretion that disclosure of personal identifying information is necessary to comply with any law, rule order, subpoena, civil investigative request or demand, discovery request or any other legal requirement, XCLUSIVELY 4 U may disclose the Purchaser's personally identifying information to comply with such request, and it may be disclosed without prior notice to Purchaser. XCLUSIVELY 4 U agrees to take reasonable efforts to protect the Purchaser's personally identifying information in the event of such disclosure, provided however, that Purchaser agrees that XCLUSIVELY 4 U shall not be liable to Purchaser for any claim by Purchaser that XCLUSIVELY 4 U failed to exercise reasonable care in protecting the Purchaser's personally identifying information. Purchaser also acknowledges that, despite efforts of XCLUSIVELY 4 U to maintain the Purchaser's information secure, information exchanged via the internet is can be compromised and third parties may attempt to connect to or intercept information from XCLUSIVELY 4 U 's computer systems, and that despite XCLUSIVELY 4 U 's efforts to prevent such occurrence, such third person's may be able to obtain copies of the Purchaser's personally identifying information. Purchaser agrees that XCLUSIVELY 4 U is not responsible to Purchaser for any inadvertent disclosure or unauthorized access by any third party of the Purchaser's personally identifying information.

DOCUMENT PREPARATION REFUND POLICY

In addition to the Return and Refunds Policy set forth above, no purchase price refund will be issued to the Purchaser for document preparation services

once XCLUSIVELY 4 U 's document preparation personnel begin any type, amount or form of work on the document preparation service so purchased. XCLUSIVELY 4 U, in its sole discretion, shall determine when any type, amount or form of work on the document preparation service has begun or has been provided. Further, Purchaser agrees and acknowledges that the Purchaser shall be solely responsible for and shall bear (and/or reimburse) XCLUSIVELY 4 U for any charge back fees issued to XCLUSIVELY 4 U by or from any credit card company, merchant service or other source of payment that is initiated at the request of the Purchaser. Stated another way, should Purchaser request a refund or charge back from any credit card company, merchant service or other source of payment on the purchase of XCLUSIVELY 4 U document preparation service and should said card company, merchant or other source thereafter impose any fee or amount to XCLUSIVELY 4 U at the request of said Purchaser for or as a result, Purchaser shall reimburse XCLUSIVELY 4 U Services for the refund amount plus the said charge back fee or amount. By purchasing any document preparation service from XCLUSIVELY 4 U , the Purchaser expressly authorizes XCLUSIVELY 4 U Services to direct a payment/charge to made to Purchaser's credit card account (the same being the credit card account used in the initial purchase of said services/product) in the amount of the said refund and \$25 charge back fee (or amount charged to XCLUSIVELY 4 U for such refund) plus a ten percent (7%) administrative fee.