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SOFTWARE SERVICES LICENSE AGREEMENT

BY CREATING AN ACCOUNT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS IN THIS SOFTWARE SERVICES LICENSE AGREEMENT ("Agreement")

THE TYPE OF LICENSE YOU RECEIVE WILL BE AS DESCRIBED IN THE OTHER OR FURTHER CLICK-THROUGH SCREENS YOU ACCEPT IN PAYING FOR THE LICENSE YOU RECEIVE.

PLEASE NOTE THAT THE SERVICES (AS DEFINED BELOW) ARE NOT AVAILABLE IN QUEBEC, OR OUTSIDE OF CANADA, OR WHERE PROHIBITED BY LAW.

THE SERVICES ARE NOT LEGAL ADVICE AND DO NOT INCLUDE PROBATE OR LEGAL ESTATE FORMS, PRECEDENTS OR DOCUMENTS. FOR LEGAL ADVICE AND ESTATE FORMS, PRECEDENTS OR DOCUMENTS, PLEASE CONSULT WITH A LAWYER LICENSED TO PRACTICE IN YOUR JURISDICTION OR THE JURISDICTION OF ANY APPLICABLE ESTATE.

THE SERVICES ARE INTENDED TO OPERATE UNDER THE GENERAL PRACTICES APPLICABLE TO ESTATE ADMINISTRATION AND ORGANIZING THE ASSETS OF AN ESTATE OF AN INDIVIDUAL (LIVING OR DECEASED) IN PROVINCES OF CANADA EXCLUDING QUEBEC. THE SERVICES ARE NOT INTENDED TO AND MAY NOT COMPLY WITH THE SPECIFIC TRADITIONS OR REQUIREMENTS OF ANY SPECIFIC RELIGION OR ETHNIC GROUP.

BEFORE YOU USE THE SERVICES, YOU WARRANT AND REPRESENT THAT YOU HAVE ALL REQUIRED PERMISSIONS AND AUTHORITY TO USE THE SERVICES, THAT USING THE SERVICES (INCLUDING HOSTING, STORING, TRANSFERRING OR ARCHIVING LICENSEE DATA) WILL NOT BREACH ANY LAW OR REGULATION APPLICABLE TO YOU OR TO QUICKESTATE, THAT YOU WILL ONLY USE THE SERVICES FOR ESTATES GOVERNED BY THE LAWS OF A PROVINCE OF CANADA, OTHER THAN QUEBEC, AND THAT YOU WILL INDEMNIFY QUICKESTATE AGAINST ALL CLAIMS BY YOU OR ANY OTHER PERSON OR ENTITY ARISING OUT OF YOUR USE OF THE SERVICES OR ANY BREACH BY YOU OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR WARRANTIES AND REPRESENTATIONS TO QUICKESTATE.

ALL USERS OF THE SERVICES AGREE TO ENSURE FULL, COMPLETE, ACCURATE AND TIMELY DISCLOSURE OF ALL RELEVANT INFORMATION, RECORDS AND DOCUMENTS WITH RESPECT TO ANY ESTATE TO ALL OTHER INVOLVED PARTIES. IF YOU ARE IN BREACH OF THE FOREGOING, YOU AGREE TO INDEMNIFY AND FOREVER HOLD HARMLESS QUICKESTATE FROM ANY AND ALL CLAIMS AND LIABILITY WHATSOEVER AGAINST QUICKESTATE ARISING FROM YOUR BREACH.

BY CREATING AN ACCOUNT AND/OR BY ACCESSING OR USING THE SERVICES OR THE SOFTWARE, YOU ARE ENTERING INTO A LEGAL CONTRACT AND AGREEMENT BETWEEN YOU AND QUICKESTATE WITH RESPECT TO THE SOFTWARE AND SERVICES IDENTIFIED AND DEFINED BELOW, SUBJECT ALWAYS AND IN ALL RESPECTS TO THE TERMS AND CONDITIONS SET FORTH BELOW AND IN ANY OTHER REFERENCED DOCUMENTATION,

POLICIES OR SCHEDULES. YOU ALSO WARRANT AND REPRESENT THAT YOU HAVE AUTHORITY TO ACT ON BEHALF OF ANY ESTATE WITH RESPECT TO WHICH YOU ACCESS OR USE THE SERVICES, AND THAT ALL

INFORMATION, INCLUDING ANY DESCRIPTION OF YOUR ROLE, THAT YOU PROVIDE TO US IS TRUE, COMPLETE AND CORRECT. YOU MAY BE REQUIRED TO CONFIRM YOUR ONGOING ACCEPTANCE OF THIS AGREEMENT EACH TIME, OR SOME OF THE TIMES, YOU LOG INTO THE SERVICES.

IF YOU DO NOT ACCEPT AND ARE NOT PREPARED TO BE LEGALLY BOUND BY ALL THE APPLICABLE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT SET UP AN ACCOUNT TO USE OR ACCESS THE SERVICES OR THE SOFTWARE.

In the event of any conflict between this Agreement and any other policy of QuickEstate, or other agreement with QuickEstate, the provisions of this Agreement will prevail, except where such other provision is expressly stated to prevail or operate notwithstanding this Agreement.

PAYMENT: Except where QuickEstate has agreed to other arrangements, all payments to QuickEstate will be made in advance by credit card, and payment terms shall be as stated by QuickEstate. You authorize QuickEstate to process any and all payments by your credit card and consent to QuickEstate's collection, use and disclosure of your personal information for billing and payment purposes.

ARTICLE 1. DEFINITION AND INTERPRETATION OF TERMS IN THIS AGREEMENT

1.1 Definitions: Capitalized words and phrases in this Agreement shall have the following meanings, unless otherwise expressly defined elsewhere in this Agreement:

"Beneficiary" means a named beneficiary or devisee in a will, or an heir to the estate of a deceased person pursuant to applicable law and legislation, including through intestate succession, but excludes beneficiaries or heirs who are Licensees hereunder.

"Beta Testing" means, where agreed to and accepted by QuickEstate, testing the operation of the Software and the Services on the basis that you are expected to provide feedback and suggestions to QuickEstate.

"Documentation" means and includes any manuals, help-files, guides, pop-up menus, "FAQ" materials, training materials, documentation and other materials related to the Services or the Software, or the use thereof, provided with or made available through the Services or otherwise by QuickEstate. Without limitation, the Documentation shall include all elements, toolkits and modules, or similar data, documents, products or services of QuickEstate, which may change from time to time and which include, without limitation, trade-marks owned by QuickEstate.

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"Estate Organizer" means the version and modules of the Software provided via the Services for use by Licensed Estate Organizers, and licensed separately from Estate Executor. Estate OrganizerTM is a trademark of QuickEstate, all rights reserved

"**Hosting Services**" means hosting Licensee Data on a computer or server provided by QuickEstate, making Licensee Data available to you via the Internet, backing up Licensee Data by way of making copies of Licensee Data on a regular basis (as scheduled by QuickEstate, on a commercially reasonable basis), and related products and services.

"**License**" means a limited, non-exclusive, non-transferable, conditional and revocable license, without the right to sublicense other than enabling users authorized by you, and for which you will remain fully responsible and liable to QuickEstate, to access either or both, as applicable, the Services. Grant of the License to you shall not restrict QuickEstate from granting Licenses to any number of third parties.

"**Licensee**" means you and/or, as applicable, any Person who enters into this Software Services License Agreement with QuickEstate and obtains a License to use Estate Executor or Estate Organizer, or both.

"**Licensed Personal Representative**" means a Person who is the legal personal representative of the estate of a deceased person, including an executor, an administrator of an estate, a lawyer, attorney, legal counsel, or other professional advisor, and/or an authorized agent for any of the foregoing, which obtains a License to use Estate Executor via the Services.

"**Licensed Professional Advisor**" means a Professional Advisor granted a Professional Advisor License by QuickEstate.

"**Licensed Organizer**" means any Person who obtains a License to use Estate Organizer via the Services for the purposes of organizing their own estate, or that of a third person, with lawful authority to do so on behalf of that third person.

"**Licensee Data**" means any and all data that Licensee gathers, collects, compiles, processes, uploads, stores, accesses, archives, downloads, transmits, displays, or otherwise stores, process or use by the use of the Services, whether on your own behalf, or on behalf of a third party.

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, trade union, governmental body, public body or other legal entity in each case whether or not having a separate legal identity.

"**Professional Advisor**" means a financial advisor, accountant, lawyer, solicitor, attorney or other professional advisor to living individuals with respect to organizing the assets of their estate, or to the estates, executors, administrators, heirs or legal personal representatives of one or more deceased persons, or their agents.

"**Professional Advisor License**" means a License available to Professional Advisors as more particularly described and, if applicable, granted in Section 3.2 of this Agreement.

"**QuickEstate**" means QuickEstate Licensing (Canada) Inc, located at 328 – 37 Avenue SW, Calgary, Alberta T2S 0V2 Canada

"**Services**" means access to the Software on a "software as a service" basis, supplied, provided or made available under License by QuickEstate as a service or hosted solution, and any of QuickEstate's web-based services provided to Licensee, including the Software and the Documentation, Hosting Services, estate organizational tools and resources, estate administrative tools and resources, and other similar services accessible via the Internet or otherwise, and in any case shall include any derivatives, improvements, enhancements or extensions of any of the foregoing. References to the Services shall include the Software unless the context requires otherwise.

"**Software**" means QuickEstate's software and applications made accessible to you by QuickEstate, together with any other software, application, script or program supplied by or licensed by QuickEstate, and shall include the Documentation, all

supporting files and all other accompanying documentation, whether printed or in digital form, and shall further include any and all updates, modifications, upgrades, enhancements, new versions, new releases and derivative works to or from the foregoing. There are currently two distinct modules of the Software, Estate Executor and Estate Organizer, licensed separately, but both available to Licensee for purchase of licenses, and references to the Software include Estate Executor and/or Estate Organizer, as applicable or as the context requires. References to the Software shall also include any additional or future modules released by QuickEstate.

“Subscription Period” means the period of time beginning with the first date that the purchase of a license for subscription use of the Software (**“Subscription”**) is completed and accepted by QuickEstate, and ending on the monthly anniversary of that first date corresponding to the number of months for which the subscription was purchased (typically 12 months). If the subscriber renews or extends their subscription, the Subscription Period shall be correspondingly increased to include such renewal or extension period; provided, however, that as of the date that this Agreement is thus renewed or extended, the then-current Agreement terms and conditions shall apply.

“Suspend” or **“Suspension”** will mean the act by QuickEstate of restricting, stopping or suspending access to all or part of the Software or the Services, including access to your Licensee Data.

“Term” means the term of this Agreement, which, unless otherwise agreed in writing by the Parties and subject to termination as provided in this Agreement, shall be indefinite.

1.2 Interpretation, Governing Law and Remedies

a) This Agreement will be governed and interpreted according to the laws of Alberta, Canada, and the laws of Canada applicable in Alberta. Regardless of your location, residence or domicile, you irrevocably attorn to the exclusive jurisdiction of the courts of Alberta, sitting at Calgary, without regard to the conflicts of law rules or principles of such courts. You agree to not commence any such action or proceeding except in Calgary, Alberta, Canada, and you agree to not commence any action by way of class proceedings or class action.

b) You acknowledge that a breach by you of this Agreement may cause QuickEstate irreparable harm from which no adequate remedy exists at law, and for which damages will not be an adequate remedy, and that upon any such breach or threatened breach, and notwithstanding any other provision of this Agreement, QuickEstate shall be entitled to injunctive relief in any court of competent jurisdiction without prejudice to any other right in law or equity and without the necessity of prior demand or proof of damage.

2. YOUR AGREEMENT WITH QUICKESTATE

2.1 Your Agreement for Compliance

You agree that you will comply in all respects with all provisions of this Agreement, including but not limited to all obligations to pay money owing QuickEstate. The terms and conditions of this Agreement apply fully and equally to you whether you are a Licensee of Estate Executor or a Licensee of Estate Organizer, or both.

2.2 Your Warranties and Representations

You warrant and represent to QuickEstate that:

a) you have all requisite personal, legal or corporate capacity, legal authority, and approvals permitting you to enter into and be bound by this Agreement; and

b) by entering into this Agreement, you will not be in breach of any obligation or duty, whether legal, equitable, fiduciary or otherwise.

Without limitation, you warrant and represent to QuickEstate that you have all necessary legal authority, including permissions, contractual provisions, and all governmental authority, licenses and permissions to permit you to be in possession of Licensee Data, data about any estate, Beneficiary, individual or other matter you upload into the Services, or process, archive or store via the Services, and that you and no other entity or person shall have any claim, suit, demand, action or other claim against QuickEstate for providing the Services and for archiving, storing or hosting Licensee Data or any other information, data, records or documents you upload into the Services, or process via the Services, or otherwise provide or grant access with respect thereto to QuickEstate. You will indemnify and forever save harmless QuickEstate for any claim, suit, demand, debt, cost or action by you or any third-party entity, person or individual with respect to the foregoing warranties and representations by you.

2.3 Your Agreement to Indemnify QuickEstate

You will indemnify and save harmless QuickEstate from any claims by you or by any third party Person, including but not limited to anyone you authorize as a user of the Services, arising out of (a) any breach by you, or anyone authorized to use the Services on your behalf (whether or not approved by or with the knowledge of QuickEstate) of this Agreement, (b) your use of or and access to or reliance on the Services or the Software, including your Licensee Data, (c) any claim by any Person for breach of the security or confidentiality of Licensee Data, howsoever caused, and (d) any and all claims by third party Persons for infringement, violation or misappropriation of any propriety right, title or interest, including intellectual property rights and rights of privacy or personality, arising out of, or related to or with respect to your Licensee Data, including any transfer thereof. Without limitation, you warrant and represent that all Licensee Data, and your use or transfer thereof, will be in compliance with all applicable laws and regulations, will not be in breach or violation of any law or any duty to any third party, and will not infringe, misappropriate or violate the proprietary or intellectual property rights of any third party, and you will indemnify and forever hold harmless QuickEstate against any breach by you of the foregoing.

3. LICENSE

3.1 Grant of Limited License

Subject to the terms and conditions of this Agreement, QuickEstate grants you as a Licensee a non-exclusive, non-transferable License permitting you or others using the Services on your behalf, up to the maximum number of concurrent users authorized or permitted by QuickEstate, to access and use the Services, including to create, gather, collect, compile, process, upload, store, access, archive, download, transmit, display, or otherwise store, process or use Licensee Data by the use of the Services. Unless otherwise agreed in writing by QuickEstate, the maximum number of concurrent users of the Services is one. You are permitted to enter your Licensee Data into the Services. You will be liable to QuickEstate for any damages sustained by QuickEstate and caused by unauthorized sharing or disclosure of passwords or log in information or use of the Services or Software in a manner prohibited by QuickEstate. All rights not expressly granted to you by QuickEstate are retained or reserved by QuickEstate.

3.2 Professional Advisor License

Where accepted by Quick Estate, a Licensee may be granted a Professional Advisor License, pursuant to which Licensee is and remains subject to all the rights and obligations of a Licensee under a License, but in addition grants the following right, subject to additional fees and charges, to a Licensed Professional Advisor:

a) subject to QuickEstate's approval in advance, to upload Licensed Professional Advisor's trademark, logo or other branding materials into the Services as permitted by the Services; and

b) to permit Licensed Professional Advisor's clients and customers as sub-licensees, to access and use the Services available under License to Licensed Professional Advisor, provided that Licensed Professional Advisor remains liable to and indemnifies QuickEstate for the conduct and use of the Services by such sub-licensees, and provided that such sub-licensees may be required to click-through and accept the terms and conditions of this Agreement.

Once granted a Professional Advisor License, Licensee will be precluded from dropping back to a less costly License without the consent of QuickEstate.

3.3 End User License as sub-license of Licensed Professional Advisor

Where you, as Licensee, are a sub-licensee of a Licensed Professional Advisor, you confirm your acceptance of and agreement to all the terms and conditions of this Agreement, including without limitation all representations and warranties of Licensor in this Agreement, all restrictions on use of the Services, all obligations to indemnify QuickEstate, and all disclaimers and limitations of QuickEstate.

3.4 Intellectual Property Rights of QuickEstate

This Agreement is for licenses and services and is not a sale of goods. The Services and the Software are licensed, not sold, and you do not own the Services or the Software. Access to, and use of, the Software is provided under license as part of the Services. The Software is provided as a service so no copy of the Software is or will be provided to you. The Services and the Software are the exclusive property of QuickEstate or its licensors, and are protected by copyright law and international treaties. Subject to your continued compliance with the terms of this Agreement, you receive only certain limited rights and a License to access the Services and use the Software on the terms and conditions set out in this Agreement. Nothing in this Agreement will be construed as granting to you any waiver, permission, license or other right except as expressly stated. QuickEstate retains all intellectual property rights, including but not limited to copyrights, and moral rights are not waived.

3.5 Trademarks of QuickEstate

QuickEstateTM, Estate AdministratorTM, Estate OrganizerTM, and QETM, together with any and all associated or other logos, graphics or designs, are trademarks and the exclusive property of QuickEstate, or its licensors, all rights reserved. Nothing in this Agreement grants you any right, title or interest in or to the foregoing or any other trademarks, and no license to use such trademarks is granted by QuickEstate in this Agreement.

3.6 Use and Prohibitions – Things You Agree to Not Do

You may only access and use the Services for lawful purposes only and in accordance with terms and conditions of this Agreement. Without limitation, you will not, and you will not permit any user you authorize or any other Person to: allow anyone to perform any one or more of those acts;

- a) modify, translate, reverse engineer, decompile, disassemble, alter, copy, disseminate, distribute, publish or broadcast the Services or the Software, or create compilations or derivative works based on the Services or the Software, or assist or
- b) remove, alter or obliterate any proprietary notices, labels, or marks on the Services, Software or Documentation; or
- c) allow access to more concurrent users than Licenses have been purchased for such access;
- d) sub-license, sell, lend, rent, or lease any portion of the Software;
- e) obtain by any means whatsoever information regarding the personal identification or password of any other Person which is a customer, user or licensee of QuickEstate or the Services;

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- f) interfere with the Services, the Software, or any applications, software, programs, information, documents, records or data owned, managed or stored by QuickEstate;
- g) develop or use applications, software or programs at any time which adversely affect or impact other customers, the Services, the Internet, or any computer network;
- h) undertake or carry out any activity which actually or potentially creates liability or damage to QuickEstate, or damage to, or that interferes with the Services, the Software, QuickEstate's computer systems, QuickEstate's other customers or licensees, or QuickEstate's licensors or suppliers;
- i) use, transmit or store anything obscene, illegal, defamatory, harassing or offensive, or which breaches or violates any law related to privacy, or which appropriates rights of personality, or which violates the rights of any individual with respect to their personal information or rights of privacy, or that constitutes hate literature or pornography, or that constitutes a chain letter, multi-level marketing arrangement or pyramid scheme, or which in any way violates or infringes copyright, moral rights, trademark, patent or other intellectual property rights of any kind of any Person;
- j) use the Services for any purpose which is contrary to the laws of any government or other legal authority having jurisdiction over QuickEstate or you, including using the Services for any purpose which constitutes a tort or breach of legal, fiduciary, equitable or other duty;
- k) use QuickEstate's systems, computers or networks for any purpose other than what is necessary for access to and use of the Services;
- l) use the Services to send, receive or transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, malware, or any other harmful or deleterious programs; or
- m) use the Services to gather, collect, compile, process, upload, store, access, archive, download, transmit, transfer, publish, copy display, or otherwise deal with any information, documents, records or data, including Licensee Data, other than as permitted by applicable law, or to do any of the foregoing in any manner which violates, misappropriates or infringes any intellectual property right, right of privacy, right of personality, right of publicity, or any other right, title or interest, proprietary or otherwise, of any Person.

4. SERVICES

4.1 Licensed Services

You agree to purchase and pay for all required Licenses to access and use, or to otherwise receive, the Services. Failure by QuickEstate to attain any service levels stated in this Agreement or otherwise by QuickEstate will not constitute a breach of this Agreement.

4.2 Amendment by QuickEstate of the Services or this Agreement

QuickEstate may vary or modify the nature and quality of the Services at any time, and from time to time, without notice to you, provided such variation or modification does not materially reduce or impair the functionality or availability of the Services. QuickEstate may unilaterally amend any of the terms and conditions of this Agreement applicable to the Services, and may materially change the nature, character or quality of the Services at any time by thirty (30) days' notice to you. Posting notice in the Services or sending notice in an email to you will be valid notice.

4.3 Restrictions on the Services

The Services may be configured by QuickEstate to restrict access to and use of the Services to the number of authorized concurrent users under your paid License, and other restrictions may apply, including limitations to excessively large volumes of Licensee Data. Larger numbers of authorized concurrent users may be permitted by the purchase of further Licenses, which may require further payment to QuickEstate. QuickEstate reserves the right to not approve and to restrict or prevent use of specific computing devices by you where such devices are not compatible with, not interoperable with or otherwise not appropriate for use with the Software or the Services.

4.4 Your Licensee Data

As between you and QuickEstate, you own all Licensee Data that you create, gather, collect, compile, process, upload, store, access, archive, download, transmit, display, or otherwise store, process or use by the use of the Services., and you grant QuickEstate a fully-paid and royalty-free non-exclusive license to copy and use your Licensee Data in order to provide you with the Services. Entry of Licensee Data into forms and fields provided by the Services gives you no interest or property right in or to such forms or fields, which shall remain the property of QuickEstate. Where Licensee Data contains information or material this is owned by third parties, or that is about third parties, you warrant and represent to QuickEstate that you have all necessary consents, permissions and authorities from such third parties to gather, collect, compile, process, upload, store, access, archive, download, transmit, display, or otherwise store, process or use their information or materials as part of Licensee Data by the use of the Services.

4.5 Aggregate and Anonymous Licensee Data

QuickEstate shall have the right to anonymize and remove all identifying or identifiable information about you from Licensee Data so that it is not possible to identify you or to link you to such Licensee Data following anonymization ("**Anonymous Data**"). QuickEstate shall have the further right to aggregate, compile and combine Anonymous Data with similar Anonymous Data from other licensees and users of the Services (the result being "**Anonymous Aggregate Data**"). QuickEstate shall exclusively own all right, title and interest in and to both Anonymous Data and Anonymous Aggregate Data, including all copyrights and intellectual property rights therein, and QuickEstate shall be at liberty to use, publish, license, sell and otherwise commercialize such Anonymous Data and Anonymous Aggregate Data.

4.6 Confidentiality

QuickEstate will keep Licensee Data (excluding, for clarity, Anonymous Data) in confidence and will not disclose it to any third parties (except as provided in the [QuickEstate Privacy Policy](#), **[Insert link to privacy policy]** or to service providers to QuickEstate, and then only under obligations of confidentiality with respect to such service providers) except to the extent that any of your Licensee Data is:

- a) lawfully known to QuickEstate prior to its receipt from you;
- b) now is or later becomes publicly known other than as a result of a breach by QuickEstate of this Agreement;
- c) received subsequently by QuickEstate from a third party which has the lawful right to disclose same;
- d) independently developed by QuickEstate without reference to your Licensee Data; or
- e) is required by law to be disclosed by QuickEstate.

4.7 Availability of the Services

The Services will be available to you on a commercially reasonable basis, less:

Email: support@quickestate.com
www.quickestate.com

- a) scheduled maintenance times, which QuickEstate will reasonably attempt to schedule outside regular business hours where reasonably possible, and
- b) disruptions to the Services for force majeure or other reasons beyond the reasonable control of QuickEstate.

4.8 Hosting and Archiving Services and Your Responsibilities

Where QuickEstate has agreed to host or archive Licensee Data, the following provisions will apply. If you archive or host your Licensee Data with QuickEstate, you are deemed to have agreed to the following. QuickEstate may agree to archive or host Licensee Data both before and after the death of the individual whose estate is organized, administered, managed or otherwise dealt with using the Services so as to, among other things, enable a prospective estate administrator, executor, trustee or other similar person to prepare to administer an estate in advance of, or in preparation for, death of the subject individual. In all cases, you agree to pay to QuickEstate all fees and charges related to QuickEstate providing hosting or archiving of Licensee Data. You are solely responsible for creating, inputting, processing, uploading, downloading and otherwise using your own Licensee Data. The Services include Hosting Services related to Licensee Data on QuickEstate's systems. QuickEstate accepts no responsibility to review, screen, filter or otherwise approve Licensee Data of any licensee or customer of QuickEstate, provided that QuickEstate shall have the right, but not the obligation, to remove from its systems or Suspend access to any Licensee Data that QuickEstate, in its sole discretion, believes is in violation of any term or condition of this Agreement, or of applicable law, or that violates, infringes or misappropriates the rights of a third party, including, without limitation, intellectual property rights, privacy rights and copyrights.

4.9 Retention by QuickEstate of Licensee Data, Limits on QuickEstate's Obligations to You

QuickEstate will retain Licensee Data during the Term of this Agreement and for one (1) month following the expiration of the Term or termination of this Agreement, howsoever caused, following which QuickEstate shall have no obligation to retain Licensee Data and may delete or destroy such Licensee Data without further notice to you, and without any liability whatsoever to you. You are strongly advised and recommended to maintain your own backups of Licensee Data and you represent and warrant that you will do so.

4.10 Data Recovery by QuickEstate

It is your exclusive liability to ensure that you do not delete or alter Licensee Data except as desired by you. Provided that any obligation of QuickEstate to so shall be applicable only during the Term, and not thereafter, QuickEstate will make commercially reasonable efforts to recover Licensee Data accidentally or inadvertently deleted by you if it is reasonably possible to do so, provided that such data recovery may require the payment to QuickEstate of additional fees and charges. QuickEstate provides no warranty, condition or guarantee that efforts to recover Licensee Data deleted or altered by you will succeed.

4.11 Production or Preservation of Records or Data by QuickEstate

In the event QuickEstate receives a request or demand from you or any third party to preserve and/or produce Licensee Data or other records, documents or data related to you, QuickEstate will comply with all applicable laws and legal obligations related to such request or demand and may do so without any liability to you. Where permitted by law to do so, QuickEstate may inform you of any such request or demand from a third party. Any costs or expenses incurred by QuickEstate in complying with any such request or demand will be paid by you immediately.

4.12 Data Transfer Services

Licensees of Estate Organizer may wish to transfer Licensee Data from Estate Organizer to a different Licensee of Estate Executor, in which case the Services can be used to enable and effect such transfer, provided that (a) QuickEstate shall have the right, in its sole discretion, but no obligation whatsoever, to require adequate proof of legal authority to transmit or receive such Licensee Data to the satisfaction of QuickEstate in its sole discretion, such as proof of the recipient's lawful

status as an legal personal representative of the estate of a deceased persona, and (b) that additional charges may apply. Without limitation, Licensee warrants and represents to QuickEstate that all transfers of Licensee Data are and will be in compliance with all applicable laws and legislation, and will be carried out following Licensee acquiring all required or applicable consents, permissions and licenses, and Licensee will indemnify QuickEstate for all claims, losses, damages and costs arising out of any breach of the foregoing representation and warranty.

4.13 Limited and Exclusive Warranty

QuickEstate gives the following limited warranty in lieu of all other warranties, conditions and guarantees, express or implied: The Services will be available on a commercially reasonable basis, and the Software will operate in commercially reasonable compliance with its intended purpose. Your only remedy for breach of the foregoing warranty shall be termination of this Agreement, without any further claims for damages against QuickEstate. No warranty or condition of any kind will apply to Beta Testing or security of Licensee Data. The security of Licensee Data is subject in all cases to section 6.5 of this Agreement.

4.14 Suggestions by You to QuickEstate

Any suggestions you provide to QuickEstate with respect to the Services or the Software, or any changes or improvements to either the Services or the Software suggested by you, whether with respect to Best Testing or otherwise, shall immediately become the exclusive property of QuickEstate without payment of any further or other consideration. QuickEstate accepts no liability to incorporate any suggestions made by you or anyone else into subsequent versions of the Software or the Services. All moral rights in any suggestions you provide, including without limitation in the course of Beta Testing, are waived by you, and QuickEstate shall have no obligation to provide attribution or credit to you for any suggestion made by you.

4.15 Additional Charges You Agree to Pay

In the event QuickEstate is requested to render services or incurs costs in relation to matters not included in the License or the Services, QuickEstate may Invoice you at QuickEstate's then standard time and materials rate for such service or services, provided QuickEstate is available to perform such service, and you agree to pay all such payments promptly as provided herein. QuickEstate expressly accepts no obligation to perform such services.

5. PAYMENT TERMS YOU ACCEPT AND AGREE TO

5.1 Your Agreement to Make Payments to QuickEstate

In consideration of the License and rights granted to you by QuickEstate, you will pay to QuickEstate the fees and other charges required by QuickEstate in consideration of granting the License and providing the Services. All payments shall be in lawful currency of Canada unless otherwise agreed in writing between you and QuickEstate. If you fail to pay any amount due to QuickEstate (including where your credit card is not honored or you deny, revoke or cancel payment), you agree to pay interest to QuickEstate on any and all outstanding balances at the rate of eighteen (18%) per annum, or such lesser rate as may be the maximum allowed by applicable law, for each and every day any sum, or unpaid balance of any sum, remains outstanding, both before and after judgment. You will pay QuickEstate any and all costs of collection or enforcement of this Agreement, including without limitation legal costs, fees and disbursements on a solicitor and client basis.

5.2 Taxes to be Paid by You

While taxes are generally collected by our payment services providers, fees and charges payable to QuickEstate do not include any applicable taxes, whether sales, excise, transaction, value added, export or import taxes, or otherwise.

6. DISCLAIMER OF WARRANTIES, CONDITIONS AND REPRESENTATIONS BY QUICKESTATE

6.1 All Services are "As Is"

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SERVICES (INCLUDING THE SOFTWARE AND THE DOCUMENTATION) ARE PROVIDED STRICTLY "AS IS", "WHERE IS" AND "AS AVAILABLE".

6.2 No Warranties or Conditions by QuickEstate

YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY DETERMINED THAT THE SERVICES AND THE SOFTWARE MEET YOUR REQUIREMENTS AND THAT YOU HAVE NOT, AND DO NOT, RELY ON ANY REPRESENTATION MADE BY QUICKESTATE AS TO THE SUITABILITY OF THE SERVICES FOR ANY PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE AND SHALL BE NO REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS, GUARANTEES, OR COVENANTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, GIVEN BY QUICKESTATE OR AFFECTING ANYTHING TO BE DELIVERED BY QUICKESTATE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE SERVICES (INCLUDING HOSTING SERVICES AND ANY OTHER SERVICES RELATED TO LICENSEE DATA) AND ANY ADDITIONAL SERVICES OR OTHER GOODS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY WAIVE AND QUICKESTATE HEREBY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF (A) MERCHANTABLE QUALITY, (B) COMPLIANCE WITH DESCRIPTION, (C) NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (D) FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OR CONDITION ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

6.3 Disclaimer on Conditions or Warranties on Services

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, QUICKESTATE DOES NOT WARRANT AND GIVES NO CONDITION THAT THE OPERATION, APPLICATION OR AVAILABILITY OF THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

6.4 Internet Connectivity

YOU WILL BE SOLELY RESPONSIBLE FOR OBTAINING AND DEALING WITH YOUR OWN INTERNET SERVICE PROVIDER, FOR YOUR OWN CONNECTIONS TO THE SERVICES, THE INTERNET AND THE WORLD WIDE WEB, AND FOR SUCH CONNECTIONS ON BEHALF OF ANY USERS YOU AUTHORIZE. QUICKESTATE SHALL HAVE NO LIABILITY TO YOU FOR FAILURE OF ANY INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY OF ANY KIND TO PROVIDE ANY PRODUCTS OR SERVICES, INCLUDING ANY FAILURE BY QUICKESTATE'S OWN INTERNET SERVICE PROVIDER.

6.5 You Accept the Risk of Errors or Loss to Data, including Licensee Data

YOU ACKNOWLEDGE AND AGREE THAT EMAIL, ELECTRONIC COMMUNICATIONS, THE INTERNET AND THE WORLD WIDE WEB ARE NOT FULLY DEPENDABLE MEDIA OR MEANS OF COMMUNICATION AND YOU USE THE FOREGOING SOLELY AT YOUR OWN RISK. QUICKESTATE SHALL HAVE NO LIABILITY FOR LOSS OF, DAMAGE TO, OR ALTERATION OF DATA OR INFORMATION (INCLUDING LICENSEE DATA) IN TRANSIT OVER THE INTERNET, THE WORLD WIDE WEB, VIA ELECTRONIC MEANS OR VIA EMAIL. WITHOUT LIMITATION, AND NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, WHILE QUICKESTATE TAKES REASONABLE STEPS TO ENSURE THE SECURITY AND CONFIDENTIALITY OF LICENSEE DATA AND HOSTING SERVICES, YOU ACKNOWLEDGE AND AGREE THAT QUICKESTATE SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE TO YOU, OR YOUR AUTHORIZED USERS, OR ANYONE CLAIMING THROUGH YOU FOR ANY UNAUTHORIZED ACCESS TO, OR DESTRUCTION, LOSS OR ALTERATION OF LICENSEE DATA FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, HACKING, CRACKING OR OTHER MALICIOUS ACTIONS OF THIRD PARTIES OR MALICIOUS COMPUTER CODE OR SOFTWARE. YOU FULLY, EXCLUSIVELY AND VOLUNTARILY ASSUME ALL RISK OF UNAUTHORIZED ACCESS TO LICENSEE DATA, INCLUDING LOSS, ALTERATION, DELETION OR UNAUTHORIZED DISCLOSURE OF LICENSEE DATA.

6.6 International Conventions

You and QuickEstate expressly disclaim the *United Nations International Convention on the Sale of Goods* and agree that such Convention shall not apply to this Agreement.

6.7 Beneficiaries

QuickEstate shall have no obligation to communicate with, respond to, or provide information to any Beneficiary unless such Beneficiary is a Licensee in which case QuickEstate will perform its obligations to such Licensee.

7. LIMITATION OF DAMAGES AND LIABILITY

7.1 Monetary Cap – QuickEstate's Maximum Limited Liability to You

NOTWITHSTANDING ANY OTHER LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT THE AGGREGATE OF ALL LIABILITY ON THE PART OF QUICKESTATE FOR BREACH OF ANY WARRANTY, REPRESENTATION, TERM OR CONDITION CONTAINED IN THIS AGREEMENT, OR ANY OTHER BREACH GIVING RISE TO LIABILITY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FUNDAMENTAL BREACH OR BREACHES OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER AND, REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE, BREACH OF ANY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO THE YOUR ACTUAL DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100.00).

7.2 Limited Direct Damages Only

EVEN IF QUICKESTATE HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES, OR SUCH DAMAGES ARE FORESEEABLE, IN NO EVENT WILL QUICKESTATE BE LIABLE FOR ANY DAMAGES IN THE NATURE OF PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, ECONOMIC LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY. YOU FURTHER AGREE THAT IN NO EVENT WILL THE DIRECTORS, OFFICERS, SERVANTS, AGENTS, EMPLOYEES, OR SHAREHOLDERS OF QUICKESTATE BE LIABLE FOR ANY DAMAGES.

7.3 Reasonableness

YOU ACKNOWLEDGE AND AGREE AND THAT THE FOREGOING DISCLAIMERS ARE VALID AND REASONABLE, ARE REFLECTED IN THE PRICING FOR THE LICENSE, THE SOFTWARE AND THE SERVICES, ARE KNOWN TO YOU AND ARE ACCEPTED BY YOU.

8. TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

8.1 Commencement of Term of This Agreement

The Term shall commence immediately upon you Creating an Account or your use of the Services, or any other method specified for acknowledgement of your acceptance and, if not renewed or extended, shall continue until terminated at the end of the Subscription Period.

8.2 Termination of this Agreement by QuickEstate for Cause

This Agreement may be terminated by QuickEstate for cause, upon the occurrence of any one or more of the following events:

a) upon your becoming insolvent, or being adjudged a bankrupt, or making a general assignment for the benefit of your creditors or taking the benefit of any statute relating to insolvency or if a receiver or trustee shall be appointed for all or any portion of your property;

b) upon the commission by you of any breach of its obligations and restrictions under Section 2, Section 3, or Section 5 (an “**Event of Default**”); or,

c) in the event of any default or failure by you to observe the provisions of this Agreement other than an Event of Default as defined above, if such other default or failure is not fully remedied by you within ten (10) days of QuickEstate providing you with a written notice (which may be delivered conclusively by email to the email address provided by you) demanding that you remedy such other default or failure.

8.3 Termination by You

This Agreement may be terminated by you at any time upon notice to QuickEstate. Termination will take effect at the end of your then-current billing period. No refunds will be issued but you will not be billed again once we have received notification of cancellation. We do reserve the right to require thirty (30) days’ notice of cancellation in order to have time to cancel your account for billing purposes.

8.4 Suspension of the Services or the Software by QuickEstate

QuickEstate may, at any time, without notice, and without termination of this Agreement or being in any way in default hereunder, and without liability of any kind to you, Suspend the operation of the Software or your ability to access or use the Software or the Services in circumstances including:

a) where the Services are experiencing technical difficulties, are under attack, are subject to failure to provide services by any third party, including but not limited to any Internet service provider, are subject to technical or infrastructure difficulties, or are not available for any reason;

b) where you are in default of payment of Fees or any other sums owing under this Agreement until such payment or payments have been made and your account is current; or

c) where you are in material breach of this Agreement and either such breach has not been cured by you notwithstanding notice to you by QuickEstate and demand for such cure, or your breach or other conduct places QuickEstate's systems, servers, computers, the Software or the Services, in the opinion of QuickEstate, in risk of damage, loss or failure, or in risk of being unable to meet the requirements of other licensees, users, clients or customers of QuickEstate.

8.5 Consequences of Termination or Expiration

Expiry or termination of this Agreement will terminate all Licenses, and any other permissions or rights granted pursuant to this Agreement, and will terminate all obligations of QuickEstate to provide the Services. Those provisions of this Agreement stated to survive termination or expiry will survive. Unless QuickEstate agrees otherwise, QuickEstate will have no obligation to provide any refund of any License Fees or other pre-paid sums if you terminate, or if QuickEstate terminates this Agreement for your default or breach of this Agreement.

8.6 Other Rights of QuickEstate

You acknowledge and agree that certain aspects of the Services are, or may be, supplied by, provided by or made available by third parties and QuickEstate has no control over the actions of such third parties. QuickEstate shall have the right to terminate, without liability to you, all or any portion of the Services where the actions, errors or omissions of any one or more third parties make the Services or such portion thereof no longer available or otherwise commercially unreasonable to provide. QuickEstate will make commercially reasonable efforts to provide you with notice of any termination or change pursuant to the foregoing but you acknowledge and agree that QuickEstate may not receive notice from such third parties and therefore may not be able to provide notice to you.

9. GENERAL PROVISIONS

9.1 Assignment

You will not assign all or any part of this Agreement without the prior written consent of QuickEstate, in its sole discretion. QuickEstate may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to you or your consent.

9.2 Enurement

This Agreement will enure to the benefit of and will be binding on and enforceable by you and QuickEstate and our respective successors and permitted assigns.

9.3 Relationship

This Agreement does not create or imply any agency, partnership, joint venture, or other joint relationship between us, and does not authorize either of us to bind or obligate the other in any way.

9.4 Force Majeure

QuickEstate will not be responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by Force Majeure, being defined as labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of military authorities, accidents, fires, natural disasters or other catastrophes or events beyond QuickEstate's reasonable control or commercially viable means of mitigation.

9.5 Severability

If any part of this Agreement is void, prohibited or unenforceable, the rest of this Agreement will continue in force and effect and will be construed as if such part had never been part of this Agreement.

9.6 No Waiver

The failure of QuickEstate to exercise any right under this Agreement, or QuickEstate's failure to insist upon strict or full performance of your obligations under this Agreement will not constitute a waiver of QuickEstate's rights hereunder or a relinquishment of any provision of this Agreement. In order to be binding upon QuickEstate, any such waiver must be express and in writing signed by QuickEstate. The rights of QuickEstate under this Agreement are cumulative and not alternative.

9.7 Survival

Any provision of this Agreement that, expressly or by its nature, extends beyond the termination of this Agreement will survive any termination of this Agreement. Without limitation, Articles 1.2; 2.3; 4; 5.1; 6; 7; 8; and 9 shall survive any termination or expiry of this Agreement, howsoever caused, and shall continue in full force and effect.

9.8 Entire Agreement

This Agreement forms the entire agreement between us and supersedes all prior written and oral communications and agreements between us concerning the Services and the Software. Subject to the rights of QuickEstate to amend this Agreement as provided herein, all changes to this Agreement must be authorized by both of us in writing.

CLICK ON APPLICATION ONLINE:

Email: support@quickestate.com
www.quickestate.com

ACCEPT BUTTON

DO NOT ACCEPT BUTTON