

## Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using the captivesynergyllc.com, website (the "Site") or any Captive Synergy LLC applications or application plug-ins ("Applications"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to Captive Synergy LLC.com, Inc. and "Services" refers to all services provided by us. It is your responsibility to review these Terms of Use periodically.

If at any time you find these Terms of Use unacceptable or **if you do not agree to these Terms of Use, please do not use this Site or any Applications**. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact our Customer Care Center.

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

**These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.**

Please also refer to the Captive Synergy LLC Terms of Service, Registered Agent Terms of Service, Supplemental Terms of Service for Subscriptions and Third-Party Services, Legal Plan Contract, and Privacy Policy, each of which is incorporated herein by reference.

Captive Synergy LLC.com provides an online entertainment portal to give visitors a general understanding of the law and to provide an automated software solution to individuals who choose to prepare their own legal documents completely at their own risk. Customer need not download or even license Captive Synergy LLC software. Captive Synergy LLC hosts its own software as a backend service for customers when they create their own documents. The Site includes general information on commonly encountered legal issues and various document templates. The Captive Synergy LLC Services also include a review of your answers for completeness, spelling, and for internal consistency of names, addresses and the like. At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. Captive Synergy LLC is not a law firm and may not perform services performed by an attorney. **Captive Synergy LLC, its Services, and its forms or templates are not a substitute for the advice or services of an attorney or lawyer.**

Captive Synergy LLC strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, Captive Synergy LLC cannot guarantee that all of the information on the Site or Applications is completely current. The law is different from jurisdiction to jurisdiction and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind Captive Synergy LLC provides can fit every circumstance. Furthermore, the legal information contained on the Site and Applications is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area.

From time to time, Captive Synergy LLC may perform certain attorney access services and introduce our visitors to attorneys through various methods, including but not limited to (i) legal plans, (ii) third party attorney directory listings, and (iii) third party limited scope agreements. At no time is an attorney-client relationship fostered or created with Captive Synergy LLC through the performance of any such services.

This Site and Applications are not intended to create any attorney-client relationship, and your use of Captive Synergy LLC does not and will not create an attorney-client relationship between you and Captive Synergy LLC. Instead, you are and will be representing yourself in any legal matter you undertake through Captive Synergy LLC's legal document service.

**1. Privacy Policy.** Captive Synergy LLC respects your privacy and permits you to control the treatment of your personal information. A complete statement of Captive Synergy LLC's current Privacy Policy can be found in Captive Synergy LLC's Privacy Policy and is expressly incorporated into this Agreement by reference.

When you open an account to use or access certain portions of the Site, Applications, or the Services, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify Captive Synergy LLC immediately of any unauthorized use of your account, user name or password. Captive Synergy LLC shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred

by Captive Synergy LLC, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

In connection with the use of certain Captive Synergy LLC products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant Captive Synergy LLC a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate rights held by Captive Synergy LLC at any time by removing your personal information from the applicable service.

**2. Ownership.** This Site and Applications are owned and operated by Captive Synergy LLC.com, Inc. All right, title and interest in and to the materials provided on this Site and Applications, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned either by Captive Synergy LLC or by our respective third-party authors, developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by Captive Synergy LLC, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site or on any Applications shall be construed to confer any license under any of Captive Synergy LLC's intellectual property rights, whether by estoppel, implication or otherwise. See the "Legal Contact Information" below if you have any questions about obtaining such licenses. Captive Synergy LLC does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by Captive Synergy LLC. Any rights not expressly granted herein are reserved by Captive Synergy LLC.

**3. Limited Permission to Download.** Captive Synergy LLC hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer (or, for Microsoft Agave users, one copy of the Application on up to five devices affiliated with your Marketplace Windows Live ID account) solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site or Applications may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

**4. Links to Third Party Sites.** This Site and Applications may contain links to websites controlled by parties other than Captive Synergy LLC (each a "Third Party Site"). Captive Synergy LLC works with a number of partners and affiliates whose sites are linked with Captive Synergy LLC. Captive Synergy LLC may also provide links to other citations or resources with whom it is not affiliated. Captive Synergy LLC is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third-Party Site, any website accessed from a Third-Party Site or any changes or updates to such sites. Captive Synergy LLC makes no guarantees about the content or quality of the products or services provided by such sites. Captive Synergy LLC is not responsible for webcasting or any other form of transmission received from any Third-Party Site. Captive Synergy LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Captive Synergy LLC of the Third Party Site, nor does it imply that Captive Synergy LLC sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third-Party Site and agree that Captive Synergy LLC is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third-Party Site if you have any concerns regarding such links or the content located on any such Third-Party Site.

**5. Use of Captive Synergy LLC Legal Forms.** On our Site, through our Applications, and through certain partners, we offer self-help "fill in the blank" forms. If you buy a form from one of our partners, you will be directed to that partner's website and their terms of use will control. If you buy or download a form on our Site or Application, the terms and conditions of these Terms of Use control. You understand that your purchase, download, and/or- use of a form document is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

#### **License to Use.**

Captive Synergy LLC grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

#### **Resale of Forms Prohibited.**

By ordering or downloading Forms, you agree that the Forms you purchase, or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of Captive Synergy LLC.com.

## 6. DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care Center at (800) 773-0888. **In the unlikely event that the Captive Synergy LLC Customer Care Center is unable to resolve your complaint to your satisfaction (or if Captive Synergy LLC has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts.

**ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

While in some instances, upfront costs to file an arbitration claim may exceed similar costs to bring a case in court, for any claim, Captive Synergy LLC shall not pay any costs of the arbitration. Moreover, in arbitration you may NOT be entitled to recover attorney's fees from Captive Synergy LLC to the same extent or more as you would in court. The arbitrator shall apply the same limitations period that would apply in court.

In all circumstances (as explained below), Captive Synergy LLC will never pay you more than the amount of the arbitrator's award and will never pay your attorney (if any) his or her reasonable attorney's fees if the arbitrator awards you an amount greater than what Captive Synergy LLC offered you to settle the dispute.

You may speak with independent counsel before using this Site or completing any purchase.

### Arbitration Agreement:

(a) Captive Synergy LLC and you agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "Captive Synergy LLC," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

Notwithstanding the foregoing, either party may bring an individual action in small claims court having a geographic jurisdiction of Collin County Texas United States. This arbitration agreement precludes and waives your bringing issues to the attention of federal, state, or local agencies. Such agencies cannot, even if the law allows, seek relief against us on your behalf.

**YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CAPTIVE SYNERGY LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to Captive Synergy LLC should be addressed to: Notice of Dispute, General Counsel, Captive Synergy LLC.com, 3427 N Preston Lakes Dr, Celina, TX, 75009 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If Captive Synergy LLC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Captive Synergy LLC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Captive Synergy LLC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Captive Synergy LLC is entitled. You may download or copy a form Notice from <https://www.captivesynergyllc.com>

You may download or copy a form to initiate arbitration from the American Arbitration Association ("the AAA") website at <https://www.adr.org>.

(c) After Captive Synergy LLC receives notice at the Notice Address that you have commenced arbitration, it will NOT reimburse you for your payment of the filing fee, even if your claim is for more than \$75,000. (Currently, the filing fee for consumer-initiated arbitrations is \$200, but this is subject to change by the arbitration provider. If you are unable to pay this fee, Captive Synergy LLC will not pay this or any costs even after receiving a written request at the Notice Address.) The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association, as modified by these Terms, for all claims under \$75,000, and the applicable rules as determined by the AAA for all claims of or above \$75,000 and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. (You may obtain information about the arbitration process directed to non-lawyers, including information about providing notice to Captive Synergy LLC, at <https://www.captivesynergyllc.com>.) The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except that issues relating to the scope, enforceability, and interpretation of the arbitration provision and the scope, enforceability, and interpretation of paragraph (f) are for the court to decide. Unless Captive Synergy LLC and you agree otherwise, any arbitration hearings will take place in the county (or parish) of Captive Synergy LLC's business contact address. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which Captive Synergy LLC was a party. Captive Synergy LLC will not pay any AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Captive Synergy LLC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorney's fees and expenses), the payment of these fees will be borne by you and governed by the AAA rules.

(d) For claims under \$75,000, if, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Captive Synergy LLC's last written settlement offer made before an arbitrator was selected, then Captive Synergy LLC will:

- pay you either the amount of the award or \$200 ("the alternative payment"), whichever is less; and
- will not pay your attorney, if any, the amount of attorney's fees, nor reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (the "attorney's payment").

If Captive Synergy LLC did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will nevertheless not be entitled to receive the alternative payment or the attorney's fees, respectively, even if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement, but these determinations shall expressly exclude fees, expenses, and the alternative payment and the attorney's fees at any time during the proceeding even upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that excludes attorney's fees or expenses is greater than the value of Captive Synergy LLC's last written settlement offer, the arbitrator shall exclude in his or her calculations only the value of any attorney's fees or expenses you reasonably incurred in connection with the arbitration proceeding before Captive Synergy LLC's settlement offer.

(e) The right to attorney's fees and expenses discussed in paragraph (d) supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to an amount under applicable law, this provision is barred, and the arbitrator may not award you that amount. In addition, you may not recover duplicative awards of attorney's fees or costs as per this agreement. Although under some laws Captive Synergy LLC may have a right to an award of attorney's fees and expenses if it prevails in an arbitration proceeding, Captive Synergy LLC will not seek such an award, for claims just as you will not seek costs, expenses or attorney's fees. Each party shall pay their own costs.

(f) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**YOU AND CAPTIVE SYNERGY LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.**

Further, unless both you and Captive Synergy LLC agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(g) If the amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, shall not award costs or attorney's fees to either party and shall be with the exception of costs and Attorney's fees subject to any right of judicial review that exists under the FAA.

(h) Notwithstanding any provision in the applicable Terms to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you and shall not be effective as to disputes which arose prior to the date of termination.

**7. Additional Terms.** Some Captive Synergy LLC Services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

**8. Reviews, Comments, Communications, and Other Content.** At various locations on the Site or through Applications, Captive Synergy LLC may permit visitors to post ratings, reviews, comments, questions, answers, and other content (the "User Content"). Contributions to, access to and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms of Use.

#### **Rights and Responsibilities of Captive Synergy LLC.**

Captive Synergy LLC is not the publisher or author of the User Content. Captive Synergy LLC takes no responsibility and assumes no liability for any content posted by you or any third party.

Although we cannot make an absolute guarantee of system security, Captive Synergy LLC takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email for help.

If Captive Synergy LLC's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, Captive Synergy LLC reserves the right to delete those files or to stop those processes. If the Captive Synergy LLC technical staff suspects a user name is being used by someone who is not authorized by the proper user, Captive Synergy LLC may temporarily disable that user's access in order to preserve system security. In all such cases, Captive Synergy LLC will contact the member as soon as feasible. Captive Synergy LLC has the right (but not the obligation), in our sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location or otherwise change any User Content.

#### **Rights and Responsibilities of Captive Synergy LLC Users or Other Posters of User Content.**

You are legally and ethically responsible for any User Content - writings, files, pictures or any other work - that you post or transmit using any Captive Synergy LLC service that allows interaction or dissemination of information. In posting User Content, you agree that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes anyone's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Please see Compliance with Intellectual Property Laws below;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising). Please see Compliance with Export Restrictions below;
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation. Please see Inappropriate Content below;
- that includes advertisements, spam, or content for which you were compensated or granted any consideration by any third party;
- that includes information that references other websites, addresses, email addresses, phone numbers, or other contact information;
- that contains any computer virus, worms, or other potentially damaging computer programs or files;
- that otherwise violates these Terms of Use.

Attorneys that submit User Content and provide advice do so at their own risk. Under United States federal law, you retain copyright on all works you create and post as User Content, unless you choose specifically to renounce it. In posting a work as User Content, you authorize other members who have access to that service to make personal and customary use of the work, including creating links or reposting, but not otherwise to reproduce or disseminate it unless you give permission for such dissemination. You grant Captive Synergy LLC a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to you. You have the right to remove any of your works from User Content at any time. You are not required to provide your real name when signing up as a user of Captive Synergy LLC. Captive Synergy LLC permits anonymous or pseudonymous accounts. Any user may request that such member's email address be hidden to provide for additional privacy. Ratings and reviews will generally be posted in two to four business days. By submitting your email address in connection with your rating and review, you agree that Captive Synergy LLC may use your email address to contact you about the status of your review and other administrative purposes.

## **9. NO WARRANTY.**

THE SITE, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, CAPTIVE SYNERGY LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CAPTIVE SYNERGY LLC MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS. OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. CAPTIVE SYNERGY LLC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE. NOTWITHSTANDING THE ABOVE, CAPTIVE SYNERGY LLC OFFERS NO SATISFACTION GUARANTEE, THE TERMS OF WHICH ARE SELF EXPLANATORY. THIS DISCLAIMER OF WARRANTY APPLIES ALSO TO THE PURCHASE OF PRODUCTS OR SERVICES BY NORTH CAROLINA CONSUMERS.

## **10. LIMITATION OF LIABILITY AND INDEMNIFICATION.**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD CAPTIVE SYNERGY LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF CAPTIVE SYNERGY LLC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF CAPTIVE SYNERGY LLC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

## **11. Unsolicited Submissions.**

Except as may be required in connection with your use of Captive Synergy LLC Services, Captive Synergy LLC does not want you to submit confidential or proprietary information to us through this Site or any Applications. All comments, feedback, information or material submitted to Captive Synergy LLC through or in association with this Site shall be considered non-confidential and Captive Synergy LLC's property. By providing such submissions to Captive Synergy LLC you hereby assign to Captive Synergy LLC, at no charge, all worldwide right, title and interest in and to the submissions and any intellectual property rights associated therewith. Captive Synergy LLC shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

## **12. Compliance with Intellectual Property Laws.**

When accessing Captive Synergy LLC or using the Captive Synergy LLC legal document preparation Service, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any content you provide or transmit or that is provided or transmitted using your Captive Synergy LLC user account.

Captive Synergy LLC has adopted a policy that provides for the immediate removal of any content, article or materials that have infringed on the rights of Captive Synergy LLC or of a third party or that violate intellectual property rights generally. Captive Synergy LLC's policy is to remove such infringing content or materials and investigate such allegations immediately.

## **Copyright Infringement:**

1. Notice. Captive Synergy LLC has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed the rights of the Company or of a third party, or otherwise violated any intellectual laws or regulations. The Company's policy is to act expeditiously upon receipt of proper notification of claimed copyright infringement to remove or disable access to the allegedly infringing content. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been

violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

c/o Captive Synergy LLC.  
3427 n Preston Lakes Dr, Celina, TX, 75009.

2. Counter-Notice.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Austin, Texas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company's sole discretion.

**13. Inappropriate Content.**

When accessing the Site, any Applications, or using Captive Synergy LLC's Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Captive Synergy LLC reserves the right to terminate or delete such material from its servers. Captive Synergy LLC will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

**14. Compliance with Export Restrictions.**

You may not access, download, use or export the Site, Applications, or the Materials in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Materials are subject to the United States Export Administration Laws and Regulations and agree that none of the Materials or any direct product therefrom is being or will be acquired for, shipped, transferred or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

**15. Personal Use.**

The site is made available for your personal use on your own behalf.

**16. Children.**

Minors are not eligible to use the Site or Applications and we ask that they do not submit any personal information to us.

**17. Non-English-Speaking Customers.**

Certain materials on the Captive Synergy LLC site, including but not limited to questionnaires, documents, instructions, and filings, are only available in English. Non-English translations of these Terms, as well as other terms, conditions, and policies, are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

**18. Customers Needing Extra Assistance.** Captive Synergy LLC aims to provide full access to its website and product offerings regardless of disability. If you are unable to read any part of the Captive Synergy LLC website, or otherwise have difficulties using the Captive Synergy LLC website, please call (1)214-872-7800 and our customer care team will assist you.

**19. Governing Law; Venue.**

Any legal action or proceeding relating to your access to or use of the Site, an Application, or Materials is governed by the Arbitration Agreement contained in paragraph 6 of these Terms of Use. These Terms of Use expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site or an Application.

**20. Copyrights.**

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**21. Trademarks.** Captive Synergy LLC, Captive Synergy LLC., the colored "document" logo, all images and text, and all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Captive Synergy LLC. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

**22. Attorney Access Services; Use of Term "Experience."** The term "experience" or "experienced," as used on the Site, Applications, and in other communications in reference to third party attorneys participating in Captive Synergy LLC's legal plans or other attorney access services means that the legal plan primary handling partner of each law firm fulfills the following: (a) possesses a minimum of five years' experience practicing law, (b) maintains errors and omissions insurance policies consistent with industry standards, (c) is in good standing with the state bar in each jurisdiction in which the attorney is licensed to practice, (d) has no pending malpractice lawsuit, as of the date of joining one of Captive Synergy LLC's legal plans, and (e) has no public record of discipline by a state bar within the last five years. The term "experience" or "experienced" is not intended to be a comparison to any other attorney's services or qualifications.

**23. Use of Testimonials and Media Endorsements.**

The media hosts on the Site endorse Captive Synergy LLC as paid spokespeople in our advertising campaigns.

**24. Inquiries.** BY USING CAPTIVE SYNERGY LLC'S SERVICES OR ACCESSING THE CAPTIVE SYNERGY LLC SITE OR APPLICATIONS, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO CAPTIVE SYNERGY LLC VIA THE CAPTIVE SYNERGY LLC SITE OR APPLICATIONS CONSTITUTES AN INQUIRY TO CAPTIVE SYNERGY LLC, AND THAT CAPTIVE SYNERGY LLC MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

**25. Right to Refuse.** You acknowledge that Captive Synergy LLC reserves the right to refuse service to anyone and to cancel user access at any time.

**26. Acknowledgement.** BY USING CAPTIVE SYNERGY LLC'S SERVICES OR ACCESSING THE CAPTIVE SYNERGY LLC SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. Captive Synergy LLC. is located at 3427 N Preston Lakes Dr, Celina, TX, 75009.

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