

IMPORTANT

READ BEFORE OPENING AND/OR USING ENCLOSED MATERIALS

TERMS OF USE

INTELLECTUAL PROPERTY RIGHTS

The products and services which may be provided to you (“CUSTOMER”) by The Ultimate Estate Planner, Inc. (“UEP”), either for a fee or free of charge, UEP will disclose certain confidential, copyrighted, trademarked, and/or proprietary information and materials owned by and/or relating to The Ultimate Estate Planner, Inc. and the Law Firm of Kavesh, Minor & Otis, Inc. (“KMO”), including but not limited to their business practices, forms, procedures, presentations and programs, marketing techniques and materials, and practice-building strategies.

ACCEPTABLE USE

- CUSTOMER agrees to maintain these items, information and materials and anything derivative therefrom as strictly confidential, to share them only with members of CUSTOMER’s own estate (or financial or accounting) planning practice and to use them only in the ordinary course of conducting that practice.
- CUSTOMER agrees to continue to display the copyright and trademark notices appearing on all materials or to substitute CUSTOMER’s company name followed by the words “Under License”. CUSTOMER also agrees to do whatever reasonably required by UEP to protect UEP’s and KMO’s copyrights and trademarks.
- CUSTOMER agrees to use these items, information and materials in compliance with all applicable federal and state laws and with the rules and regulations of all regulatory agencies CUSTOMER’s business practice may be governed by (e.g. State Bar, State Board of Accountancy, broker-dealer, FINRA, etc.).

CUSTOMER MUST NOT:

- Either directly, or indirectly through others, use any of these items, information or materials (or anything derivative therefrom) in any other manner than as permitted above with UEP’s prior express written consent.
- Either directly, or indirectly through others, disclose, republish, redistribute, post on the internet, post on a listserv, or transfer in any manner to others any of these items, information or materials (or anything derivative therefrom) without UEP’s prior express written consent.

RESTRICTED USE

- UEP reserves the right to refuse to provide any of our products, services, information or materials to anyone. For example, UEP may refuse to provide CUSTOMER marketing materials that could be used in the Los Angeles and Orange County markets of Southern California, in possible competition with KMO (unless expressly permitted in writing).
- UEP may revoke the license or right to further use of any of its products, services, information or materials (with or without refund) should UEP determine that CUSTOMER is in violation of these Terms of Use.

REFUND POLICY

If CUSTOMER is dissatisfied with any product purchased from UEP, CUSTOMER has up to 30 days from the date of purchase to request a full money-back refund. In order to receive a full money-back refund for a product, CUSTOMER must:

- Submit the request in writing to UEP no later than 30 days from the date of purchase by e-mail at orders@ultimateestateplanner.com.
- Send any physical items or materials back to UEP (at the sole expense borne by the CUSTOMER).
- For all digitally delivered products, delete and remove any digital files from CUSTOMER's computer systems or hard drives and submit in writing the following declaration: "I, [YOUR NAME] and on behalf of [YOUR COMPANY NAME], have deleted any and all files pertaining to my purchase of [INSERT PRODUCT NAME] from my computer systems. I understand that as part of my request for a refund, that I am no longer licensed to use these products and will immediately cease and desist the use of these materials (and anything derivative therefrom)."

Monetary refunds will be issued to CUSTOMER upon compliance with the above requirements. Once refund requirements have been met, CUSTOMER will be given a full money-back refund for the amount paid for the product. The form of the refund shall be the same as was used to purchase the product (i.e. credit card, check, etc.).

After 30 days from the date of purchase, products may not be refunded or returned.

PRODUCTS & SERVICES EXCLUDED FROM REFUND POLICY

The following products and services will not be accepted for return, nor subject to refund:

- Charts
- Software/Calculators
- Electronic Books ("e-Books")
- Books
- Newsletter Subscriptions

- White Papers
- Live Teleconference Registrations
- On-Demand Programs
- Coaching & Consulting Services
- The Practice-Building Library ([see its own special Product Refund Policy](#))
- The Ultimate Level™ Online ([see its own special Product Refund Policy](#))
- Special Promotions and Promotional Prices, where indicated (e.g. Cyber Monday, 50% On-Demand Campaigns, Flash Friday, etc.)

LIMITATION OF LIABILITY

All items, information and materials are provided “as is”, without any warranty of any kind, express or implied, and without any continuing obligation of UEP to provide any updates.

CUSTOMER is responsible for reviewing all items, information and materials to be sure that they are used in compliance with and meet the requirements of any and all applicable federal and state laws, or regulatory agency rules and regulations, as well as is responsible for updating them.

UEP does not provide legal or financial advice and any purchase of its products and services does not create an attorney-client or financial advisory relationship with CUSTOMER.

DISPUTE RESOLUTION

CUSTOMER's agreement with these Terms of Use shall be governed in accordance with California law, may be amended only in writing by CUSTOMER and UEP, and constitutes the entire agreement of the parties with respect to its subject matter. Any disputes arising hereunder or concerning the subject matter of this Terms of Use shall be resolved by binding arbitration in Los Angeles County, California in accordance with the Commercial Rules of arbitration of the American Arbitration Association; however, because CUSTOMER understands that any breach or threat of breach of this Terms of Use may irreparably harm UEP and KMO, UEP and KMO may elect to institute proceedings in any court of law (including federal court for copyright and/or trademark violations) to obtain an injunction and/or damages; and the prevailing party in such arbitration or other legal proceedings shall be entitled to recover all its costs and attorney fees relating in any way to preparing for or instituting such arbitration or other legal proceedings, or negotiating towards a settlement of any dispute.

AGREEMENT WITH THESE TERMS OF USE

CUSTOMER acknowledges that by opening and, therefore, using UEP's products and services, he or she has read and agrees to these Terms of Use.

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