
EMRICH INTERNATIONAL PROBATE RESEARCH INC

Terms of Service

Effective August 1, 2019

1. INTRODUCTION

Welcome to Emrich-IPR.com! Emrich International Probate Research Inc (“**Emrich**”) recommends that you read the following terms and conditions carefully. By accessing or using the Emrich-IPR.com website (the “**Website**”), however accessed or used, you agree to be bound by these terms (the “**Terms of Service**” or the “**Agreement**”). We encourage you to print the Agreement or save it to your computer for reference.

If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Service, and you must immediately cease accessing or using the Service.

These terms contain an arbitration provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Section 18 (Dispute Resolution) for full details.

2. PRIVACY POLICY

By using the Website, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and Emrich's Privacy Policy (the "**Privacy Policy**"), which is incorporated into this Agreement by reference. The Privacy Policy is available at <http://na.ee-erbenermittlung.de/privacy-policy/>. Emrich encourages you to frequently check the Privacy Policy for changes.

3. ELIGIBILITY

By accessing and/or using the Website, including by doing so after accessing this Agreement, you represent and warrant that *you are at least 18 years old, and/or are otherwise legally qualified to enter into and form contracts under applicable law*. If you are using the Website on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

4. SERVICES AGREEMENT GOVERNS

This Agreement applies to your use of the Website only. If you enlist the probate research services of Emrich (the "**Services**"), whether as an heir or an administrator of an estate, the terms of Emrich's provision of the Services, including its fees, will be governed by a separate written agreement and assignment (each, a "**Services Agreement**"). If you enter or have already entered into any Services Agreement, the terms of which are deemed to conflict with this Website Agreement, then the terms of the Services Agreement shall govern.

5. PROBATE RESEARCH COMPANY

Emrich is a probate research company only and does NOT provide legal services or advice, including without limitation, with respect to your rights as an heir or obligations as an administrator. If you have legal questions, you must contact a licensed attorney in your jurisdiction.

6. CHANGES TO TERMS AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. Emrich reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version, or sending you a change notice, as required by applicable law). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing the Website. Unless Emrich obtains your express consent, any revised Privacy Policy will apply only to information collected by Emrich after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

7. LICENSE

Subject to your compliance with these Terms of Website, Emrich grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access and use the Website. No part of the Website may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of Emrich. All rights not expressly granted in this Agreement are reserved by Emrich. Without limitation, this Agreement grants you no rights to the intellectual property of Emrich or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of Emrich, you have breached any provision of this Agreement.

8. ASSUMPTION OF RISK; RELEASE

*You knowingly and freely assume all risk when using the Website. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Emrich and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the “**Company Parties**”) from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, or other damages or harm, whether to you or to third parties, that may result from your use of the Website.*

9. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM COMPANY

By registering for the Website and providing your name, email, postal or residential address, and/or phone number through the Website, you expressly consent to receive electronic and other communications from Emrich, over the short term and periodically, including email communications. These communications will be about the Website, the Services, developments within Emrich and the probate community at large, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by contacting us at info@emrich-ipr.com. You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

10. THIRD PARTY WEBSITES

The Website may be linked with the websites of third parties (“**Third-Party Websites**”), some of whom may have established relationships with Emrich and some of whom may not. Emrich does not have control over the content and performance of Third-Party Websites. Emrich has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third-Party Websites. Accordingly, Emrich does not represent, warrant, or endorse any Third-Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third-Party Websites. Emrich disclaims, and you

agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third-Party Websites.

11. PROHIBITED CONDUCT

Emrich imposes certain restrictions on your use of the Website. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited: (a) providing false, misleading, or inaccurate information to Emrich or any other person in connection with the Website or Services; (b) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity; (c) modifying or changing the placement and location of any advertisement posted through the Website; (d) harvesting or otherwise collecting information about users, including email addresses and phone numbers; (e) without express written permission from Emrich, using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation for use on Third-Party Websites; (f) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access; (g) attempting to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breaching security or authentication measures without proper authorization; (h) interfering or attempting to interfere with the use of the Website by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities; (i) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Website (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers); (j) while using the Website, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising; (k) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Website, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Website to determine and/or audit advertising revenues and payments, if applicable; (l) creating additional accounts to promote your (or another's) business, or causing others to do so; or (m) paying anyone for interactions on the Website.

12. INTELLECTUAL PROPERTY

You represent and warrant that, when using the Website, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Website is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

Trademarks

Emrich's trade names, logos, and trade dress (collectively, the "**Company Marks**") are trademarks or registered trademarks of Emrich. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with the Website may be the trademarks of third parties. Neither your

use of the Website nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Website will inure to the benefit of Emrich, and you agree to assign, and do assign, all such goodwill to Emrich. You shall not at any time, nor shall you assist others to, challenge Emrich's right, title, or interest in, or the validity of, the Company Marks.

Copyrights

All content and other materials available through the Website, including without limitation the Emrich logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Emrich or are the property of Emrich's licensors and suppliers. Except as explicitly provided, neither your use of the Website nor this Agreement grant you any right, title, or interest in any such materials.

13. DISCLAIMERS, LIMITATION OF LIABILITY

No Warranties

Emrich, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Website, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Neither Emrich nor its licensors or suppliers warrants that the Website will meet your requirements, or that the operation of the Website will be uninterrupted or error-free. Emrich disclaims all implied liability for damages arising out of the furnishing of the Website pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Website, whether caused by acts of commission or omission, or any other damage occurring. Emrich shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of Emrich, Company Parties, or Emrich users, or their agents or representatives.

Your Responsibility for Loss or Damage: Backup of Data

You agree that your use of the Website is at your sole risk. You will not hold Emrich, the Company Parties, or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Website, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Website may contain bugs, errors, problems, or other limitations.

Limitation of Liability

In no event shall Emrich, the Company Parties, or its licensors or suppliers be liable to you for any claims arising from your use with the Website, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of

reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to Emrich arising out of or in connection with your use of the Website. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Emrich and you. The Website would not be provided without such limitations.

Application of Disclaimers

The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and Emrich or between you and any of Emrich's licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. The Company Parties and Emrich's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Website or otherwise shall alter any of the disclaimers or limitations stated in this section.

14. INDEMNIFICATION

Without limiting any indemnification provision of this Agreement, you (the "**Indemnitor**") agree to defend, indemnify, and hold harmless Emrich and the Company Parties (collectively, the "**Indemnitees**") from and against any and all claims, actions, demands, causes of action, and other disputes or legal proceedings (individually, "**Claim**", and collectively, "**Claims**"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Emrich, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and Emrich, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) your access to or use of the Website; (iv) your provision to Emrich or any of the Indemnitees of information or other data; (v) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (v) your violations of Section 11 regarding prohibited uses of the Website and other prohibited conduct; or (vii) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.

15. DISPUTE RESOLUTION

Binding Arbitration

If you and Emrich or any of the Company Parties (collectively referred to in this Section as “**Emrich**”) cannot resolve a dispute or other Claim through negotiations, either party may elect to have the dispute or Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.

The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified by this Agreement, available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Except as otherwise provided for in this Agreement, Emrich will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse Emrich for all payments disbursed that are your obligation to reimburse under the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision are for a Court of Competent Jurisdiction to resolve. The arbitration may be conducted in person, through document submission, through telephone, or online. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Either party may litigate to compel arbitration in court, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys’ fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator’s ruling on the merits.

Restrictions Against Joinder of Claims

You and Emrich agree that any arbitration shall be limited to each Claim individually. You and Emrich agree that each may only bring claims against the other in your or Emrich’s (or the related Company Party’s) individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

Remedies in Aid of Arbitration: Equitable Relief

This agreement to arbitrate will not preclude you or Emrich from seeking provisional remedies in aid of arbitration, including without limitation orders to stay

a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Emrich from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. “**Court of Competent Jurisdiction**” means any federal or state court: (1) that has jurisdiction over the subject matter; and (2) that is located in Fort Lauderdale, Florida.

Venue for any Judicial Proceeding

This Agreement, including without limitation this Agreement’s interpretation, shall be treated as though this Agreement were executed and performed in Florida, and shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the state and federal courts located in or nearest to Fort Lauderdale, Florida. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.

16. TERMINATION

By Organization

Without limiting any other provision of this Agreement, Emrich reserves the right to, in Emrich’s sole discretion and without notice or liability, deny use of the Website to any person for any lawful reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. This Agreement shall automatically terminate if you breach any of this Agreement’s representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by Emrich.

By You

You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Emrich notice of your intention to do so, in the manner required by Section 17.

Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Website. Upon termination, Emrich may, but has no obligation to, in Emrich’s sole discretion, rescind any services and/or delete from Emrich’s systems all your Personal Information and any other files or information that you made available to Emrich or that otherwise relate to your use of the Website. Upon termination, you shall cease any use of the Website.

After termination, Emrich reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Website, including without

limitation technological barriers such as IP blocking and direct contact with your Internet Website Provider.

Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Sections 1-2, 4, and 8-18.

17. NOTICES

All notices required or permitted to be given under this Agreement must be in writing. Emrich shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Emrich. You agree that any notice received from Emrich electronically satisfies any legal requirement that such notice be in writing. *You bear the sole responsibility of ensuring that your email address on file with Emrich is accurate and current, and notice to you shall be deemed effective upon the sending by Emrich of an email to that address.* You shall give any notice to Emrich by submitting said notice to us at info@emrich-ipr.com.

18. GENERAL

Entire Agreement.

This Agreement constitutes the entire agreement between Emrich and you concerning your use of the Website.

Partial Invalidity.

Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

Amendments.

This Agreement may only be modified by a written amendment signed by an authorized executive of Emrich, or by the unilateral amendment of this Agreement by Emrich along with the posting by Emrich of that amended version.

No Waiver.

A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach. Assignment. This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Emrich. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

Independent Contractors. You and Emrich are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties, Indemnitees, and Emrich's licensors and suppliers (to the extent expressly stated in this Agreement).

Injunctive Relief.

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Emrich and Emrich's licensors and suppliers, and would therefore entitle Emrich or Emrich's licensors or suppliers, as the case may be, to injunctive relief.

Headings.

The headings in this Agreement are for convenience only and shall have no legal or contractual effect.