

Asset Planet All Legal Single Document (last revised Nov 1st, 2023)

This document encompasses all of Asset Planet Inc and its subsidiaries or name domiciles for legal and other disclaimers. Legal documents are detailed to avoid confusion and are a necessary function of the modern world. These include items related to security and privacy. Please use the links below to jump to a specific section.

On behalf of all the diligent people at Asset Planet we offer the 3 easiest ways of understanding our philosophy.

1. We don't like sneaky people or companies with hidden agendas trying to make money off us without our permission. Since we don't like to be treated that way, we don't do that to all our members.
2. We want to build a long-term relationship by providing tools to help positively change lives. If we do anything perceived to be wrong or simply an oversight mistake, please notify us immediately and judge us by how fast we respond, and how seriously we take it? Contained within our programs will be accessible ways of communicating from user to company. We welcome and reward engagement designed to help improve.
3. Our mission statement - "Helping Everyone Everywhere Who Earns An Income, Pays A Bill Or Dreams Of A Better Tomorrow"™

[Terms Of Use](#)

[Software Subscription](#)

[Privacy & Security](#)

[Advertising & Promotions](#)

[Legal Use ASCAP Music](#)

[3rd Party Referrals](#)

[Terms Of Use](#)

1. Acceptance of Terms

By accessing or using our software, you agree to comply with and be bound by these Terms of Use. If you do not agree to these terms, please do not use our software.

2. Use of Software

You may use our software only for lawful purposes and in accordance with these Terms of Use. You are responsible for ensuring that your use of the software complies with all applicable laws and regulations.

3. User Accounts

Some features of the software may require you to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4. Intellectual Property

Our software and its original content, features, and functionality are and will remain the exclusive property of Asset Planet Inc and its licensors.

5. Disclaimer of Warranty

The software is provided "as is" without warranties of any kind, either express or implied. Asset planet Inc. disclaims all warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

6. Limitation of Liability

To the fullest extent permitted by applicable law, Asset Planet Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

Your use or inability to use the software.

Any unauthorized access to or use of our servers and/or any personal information stored therein.

Any interruption or cessation of transmission to or from the software.

Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our software by any third party.

7. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of USA, without regard to its conflict of law principles.

8. Changes to Terms

Asset Planet Inc. reserves the right to modify or replace these Terms of Use at any time. Your continued use of the software after any such changes constitutes your acceptance of the new Terms of Use.

9. Asset Planet's employees, independent contractors, and software created or sold by our company and subsidiaries are not intended to replace or substitute for professional, tax, financial and legal advice.

10. Contact Us

If you have any questions about these Terms of Use, please contact us at support@assetplanet.com

[Software Subscription Agreement](#)

This Subscription Termination Agreement (the "Agreement") is entered into on this [Date] (the "Effective Date") by and between:

Party A- Asset Planet, a California corporation, with its principal place of business in Los Angeles, County and

Party B [Subscriber's Name] & [Subscriber Cell Phone#]

Collectively referred to as the "Parties."

Background:

Party A provides subscription-based services as detailed in the Subscription Agreement dated [Subscription Agreement Date], wherein Party B subscribed to the services (the "Subscription Agreement"). Party B wishes to terminate the subscription services as per the terms of this Agreement.

Termination Terms:

Termination Notice: Party B agrees to provide written notice of termination to Party A using the cancel membership button and process found within the software being subscribed to. Location for termination request found in user account settings.

Termination Date: The termination of the subscription services shall take effect the following day from termination notice request by Part B. specified in the notice of termination.

Final Payment: Party B shall fulfill all financial obligations to Party A up to the Termination Date, including any outstanding fees, charges, or expenses incurred during the notice period.

Unused Services: Party B will receive a pro-rated refund for any annual subscription costs on renewal fees but will receive zero refund for the 1st year of plan activation and zero refund for 3rd party services pre-paid. Pro-ration will be monthly subscription calculation for Party B on if cancelled within 90 days of annual renewal- so that a sales rep may know their commission is secure and a Party B is not getting a discount rate for what should have bene a 12-month commitment.

Data Retrieval: Party B is responsible for backing up and retrieving any data, content, or information stored within the subscription services before the Termination Date. Party A shall not be liable for any loss or damage to such data after the Termination Date.

Confidentiality:

Both Parties acknowledge and agree that any confidential information shared during the subscription period remains subject to the confidentiality provisions outlined in the Subscription Agreement.

Release and Indemnification:

The subscriber hereby releases Asset Planet Inc, its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of or related to the termination of the Services. Subscriber shall indemnify, defend, and hold harmless Company from and against any third-party claims arising from Subscriber's use of the Services prior to the Termination Date.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Los Angeles County, Calif, USA without regard to its conflict of laws principles.

Entire Agreement:

This Agreement constitutes the entire understanding between the Parties concerning the termination of the subscription services and supersedes all prior agreements, understandings, or representations, whether written or oral.

Amendments:

Asset Planet Inc. reserves the right, at its sole discretion, to modify or replace any part of these Terms of Use. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of or access to the [software/website/service] following the posting of any changes to these Terms of Use constitutes acceptance of those changes. Asset Planet Inc may also, in the future, offer new services and/or features through the [software/website/service] (including, the release of new tools and resources). Such new features and/or services shall be subject to these Terms of Use."

Severability:

If any provision of this Software Sales Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The parties shall endeavor to agree upon any valid and enforceable substitute provision that most accurately reflects the parties' intention in entering into this Agreement. If a mutually agreeable substitute provision cannot be reached, either party may terminate this Agreement upon written notice to the other party. The failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement."**

[Privacy Agreement](#)

The Importance of Privacy and Security

Asset Planet takes your security extremely seriously. With industry-leading technology and security, your data is safeguarded. We at Asset Planet are aware that you are entrusting us with some of your most sensitive data and documents and we will never sell or disclose your information. Our business model is

not you or your data. We make every effort to safeguard and secure your information because we know your information belongs to you alone, and you are the only one who can decide with whom to share it.

Securing your data starts at login

The moment you enter your username and password, we have already started our security processes. Every Client must have a unique username, password and utilize Two-Factor authentication (explained below) with every login. We implement tokenization (also explained below) to secure the API used to send you the One Time Passcode (OTP) that you enter after your username and password. The token is never stored in the database. It is impossible for data to be read or written without this process being completed.

But we don't stop there...

We match the token issued to you with your username, password, device AND location. If all four of those do not match with the initial creation of that token, it automatically expires, logging everyone out and preventing any data from being read or written.

Wait, there's more...

Our servers cannot be hacked. We have implemented a serverless platform which renders this as an impossibility. We partner with the best in the business, Amazon Web Services (AWS). Your data cannot be accessed without AWS credentials, so we use multi-factor authentication with Amazon Web Services, we safeguard our root user credentials, we implement permission boundaries to delegate permissions management within the account AND only whitelisted IP addresses are even able to access AWS. All of this is to safeguard your data.

There is only one thing left...

We are experts in security, but we do need help from you. We need you to use a strong password, never share it with anyone, and change it often. That's it.

With these measures in place, you can be sure your data is well safeguarded.

Access to your information

Beyond a small set of information required to help personalize actions and reminders (for example, activating confirmation emails) and restricting access to your account in an emergency (for example, limiting or removing a Delegate's access), our stringent internal policies prevent any Asset Planet employee or administrator from gaining access to your account.

Two-factor authentication

With every log-in to Asset Planet by you or a Delegate appointed by you, we will send a special One Time Passcode to the mobile number associated with the log-in that must be provided to gain access. The One Time Passcode ensures nobody will have access to your account, even if your username and password were compromised.

Aliasing/Tokenization

Asset Planet uses tokenization (also known as aliasing) to protect member information which is a process that removes sensitive data from Asset Planet servers and replaces it with a corresponding token. This is an additional step we use to keep sensitive information protected and separate from your account.

Privacy Policy for Online Software Service Subscriber

Effective Date: Sept 1, 2023

1. Introduction

Thank you for choosing to use Asset Planet online software service ("Service"). This Privacy Policy outlines how we collect, use, disclose, and protect your personal information as a subscriber to our Service. We are committed to ensuring the privacy and security of your information.

2. Information We Collect

We may collect the following types of information when you subscribe to and use our Service:

2.1. Personal Information:

Contact Information: Name, email address, phone number, and billing address.

Account Credentials: Usernames, passwords, and security question answers.

2.2. Usage Information:

Log Data: Information about your interactions with our Service, including IP address, browser type, pages visited, and timestamps.

Device Information: Device type, operating system, and browser used to access the Service.

2.3. Payment Information:

Credit card information, billing details, and transaction history (Note: Payment information is securely processed by our third-party payment processor and not stored on our servers).

3. How We Use Your Information

We use the collected information for the following purposes:

Providing the Service: To deliver and manage your subscription, communicate with you about your account, and provide customer support.

Personalization: To tailor the Service to your preferences and optimize your user experience.

Analytics: To analyze usage patterns, improve the Service, and develop new features.

Communication: To send you important updates, notifications, and marketing materials (with your consent).

Legal Compliance: To comply with legal obligations, respond to legal requests, and protect our rights.

4. Data Sharing and Disclosure

We may share your information with the following parties, under strict confidentiality agreements:

Third-party Service Providers: Such as hosting providers, payment processors, and customer support services.

Business Partners: For joint marketing efforts, but only with your explicit consent.

Legal Authorities: In response to valid legal requests, such as court orders or subpoenas.

Protection of Rights: To protect our rights, safety, or property, as well as those of our users and partners.

5. Data Security

We implement industry-standard security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. However, no method of data transmission over the internet is completely secure, and we cannot guarantee absolute security.

6. Your Choices

Account Information: You can update or modify your account information by logging into your account settings.

Marketing Communications: You can opt out of receiving marketing emails by following the unsubscribe instructions in the email or contacting us directly.

7. Data Retention

We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy and or subscription agreement, unless a longer retention period is required by law.

8. Imagery of a person(s) audio may be posted by users and accessible to the public. Asset Planet takes no responsibility for this content and how it is used beyond the control of our websites and mobile apps.

9. Children's Privacy

Our Service is not intended for individuals under the age of 16. We do not knowingly collect personal information from children under 16. If we become aware that we have collected personal information from a child under 16, we will take steps to delete the information promptly.

10. Changes to Privacy Policy

We may update this Privacy Policy from time to time. Any changes will be posted on this page, and the revised date will be updated at the top of the page.

11. Contact Us

If you have any questions, concerns, or requests regarding your personal information or this Privacy Policy, please contact our Data Protection Officer at info@assetplanet.com

By subscribing to our Service, you acknowledge that you have read and understood this Privacy Policy and agree to the collection and use of your personal information as described herein.

Advertising & Promotions

Asset Planet Inc or its subsidiaries may utilize marketing techniques using websites for comparison where one of the products are owned by our company. We will disclose bias when presented but our preference is unbiased paying 3rd party providers for comparison and judging.

Testimonials - Asset Planet will sometimes use a fictitious character name and or image to represent a single person or an amalgam of feedback received. Based on truth and quantifiable with no false claims. Aliasing is used to protect the privacy of some people and is an effective way of communicating a thought.

Legal Use ASCAP Music

ASCAP- Our website for legacyWall.com or MyLegacyWall.com are websites for honoring someone that has passed and allows the playing of music. If this music is published and covered under ASCAP then it is legally OK to post to our websites and mobile apps because Asset Planet pays ASCAP artist royalties based on web-based agreement. We encourage other websites to seek this license, here is the link <https://www.ascap.com/weblicense/>

3rd Party Referrals

General disclaimers for all 3rd party referrals- Asset Planet may receive compensation for referrals but that introduction does not reflect or show the intention of Asset Planet to be a direct provider of such 3rd party professional service. Asset Planet does not accept any financial responsibility for negative outcomes between our users and any 3rd party providers. Asset Planet does not accept any financial liability for the actions or inactions of our users to address their emotional state and how it may affect themselves or others.

Referral for Emotion Based Support - Asset Planet is aware that the subject matter of some of our software solutions can create emotional stress on the users of our software. As a company we do not offer internal staff or internal solutions to address the emotional needs of some of our software users. We may offer 3rd party solution providers via links or referrals to those companies that do offer qualified services to address the emotional needs of our users. Asset Planet strongly urges any participant feeling overwhelmed emotionally or in need of counseling to seek out those professionals to better cater to their situation.

Referral for Audio/Video message providers - Asset Planet does not accept any responsibility for content and distribution created by our users or 3rd party providers. For example, 3rd party provider cameo.com. Asset Planet does not accept any responsibility or liability for custom messages sent via audio\video or text and how the content of those messages may or may not affect one or more people.

Referral for Insurance Products - Asset Planet does not accept any financial responsibility for decisions made between our subscribers and 3rd party professionals offering solutions based on an insurance product of some type. For an introduction we may be compensated but this compensation does not reflect or show the intention for Asset Planet to be a direct provider of such 3rd party professional services and we urge all our users to seek advice from other professionals prior to making decisions that can affect their savings, taxation or other matters of personal or business finance.

Referral for Online Estate or Personal Planning- Asset Planet does not directly offer any legal services including those associated with matters such as Wills, Trusts, or Advanced Health Care Directives. For an introduction to online or direct providers, Asset Planet may be compensated but this compensation does not reflect or show the intention of Asset Planet to be a direct provider of such 3rd party professional services. Asset Planet does not accept any financial responsibility for negative outcomes between our users and any 3rd party providers. We urge all our users to seek advice from other professionals prior to making decisions that can affect their savings, taxation or other matters of personal or business finance.

Referrals for end of Life Choices – Asset Planet does not directly offer any services associated with the fulfillment of last wishes or internment. There is a section within our software that allows our Plan Creators to denote their personal wishes or other items they have already selected related to their burial or ceremonial desires. For an introduction to a funeral specialist, Asset Planet may be compensated but this compensation does not reflect or show the intention for Asset Planet to be a direct provider of such 3rd party professional services.