

GRACE

FAMILY ASSISTANCE SERVICES AGREEMENT

Last Updated Date: November 11, 2016

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS OF THIS FAMILY ASSISTANCE SERVICES AGREEMENT AND YOUR SERVICE CONFIRMATION FORM (COLLECTIVELY, THE “**AGREEMENT**”) GOVERN THE USE OF THE SERVICES UNLESS YOU (“**YOU**” OR “**YOUR**”) AND GRACE FUNERAL SERVICES OF CALIFORNIA INC (“**GRACE**”, “**WE** OR “**US**”) HAVE EXECUTED A SEPARATE AGREEMENT.

The following terms and conditions, as well as any future modifications thereto (the “**Terms and Conditions**”), are a contract between Grace and you, in your personal capacity on behalf of yourself or as the legal representative of the Decedent (as defined in the Service Confirmation Form). References herein to you and the Decedent will be collectively referred to as the “**Related Party**”. The “**Effective Date**” of the Agreement shall be the date of your acceptance of the Agreement on our website (the “**Site**”). By using the Services, you acknowledge that you have read, understood, accepted, and agreed to be bound by the Agreement.

1. **Services.** Promptly after the Effective Date, we will contact you at the phone number or email address you have provided to us on the Site which services you want to engage us for: (a) services related to the advanced planning, organizing or transacting for the arrangement of funeral services and/or any other services or products necessary for the advanced planning, organizing, or transacting for the arrangement of funeral services, including but not limited to insurance products, burial services and cremation services, at any time in advance of the death of the Related Party (“**Pre-need Services**”), (b) services related to the planning, organizing or transacting for the arrangement of funeral services and/or any other services or products necessary for the planning, organizing, or transacting for the arrangement of funeral services, including but not limited to burial services and cremation services, at any time after the death of the Related Party (“**At-need Services**”), and/or (c) any end-of-life services not directly related to cremation or burial services, including but not limited to the notification and/or discontinuation of contracts between third party service providers and the Related Party, notification of death to relevant government entities, or any other service we agree to perform on behalf of the Related Party after the Related Party’s death (“**Care Services**” and together with the Pre-need Services and At-need Services, the “**Services**”). We will then email you the final list of agreed-upon Services (the “**Service Confirmation Form**”). If you do not email us with corrections to the Service Confirmation Form within two days from the date we send it, the Services listed on the Service Confirmation Form will be deemed agreed to for purposes of the Agreement and will be more specifically discussed with you. We may provide you with access to the Site where you can view the status of the

Services. We will use our commercially reasonable efforts to perform the Services; provided, however, that (i) we are not agents of, and do not represent, any funeral home, mortuary, crematorium, general funeral service providers, hospice, government institution, hospital or any other service providers, as applicable, and you acknowledge that in the case of Care Services, only the Related Party's service providers can perform service modifications with respect to Related Party's accounts; and (ii) we reserve the right to refuse to assist with any service modifications that you request, in our reasonable discretion.

2. **Authorization.** You authorize us to: (a) provide you with the Services; and (b) do and perform any and all acts for and on your behalf which may be necessary or desirable to complete the Services, including, but not limited to: (i) contacting third parties on your behalf and requesting that they take certain actions or provide certain information, (ii) sharing the Related Party's personal information (including, but not limited to, name, address, date of birth, date of death, death certificate and social security number) and your personal information (including, but not limited to, name, address and phone number) with third parties, and (iii) obtaining information about the Related Party from third parties.

3. **Content.**

- 3.1. “**Content**” means text, images, photos, audio, video, location data, and all other forms of data or communication. “**Your Content**” means Content that you submit or transmit to, through, or in connection with the Services, such as ratings, reviews, messages, and information. “**Our Content**” means Content that we create or license and make available in connection with the Services.

- 3.2. You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by us. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

- 3.3. We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works,

creating derivative works from it, promoting it, distributing it. As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Services the right to access Your Content in connection with their use of the Services. Finally, you irrevocably waive, and cause to be waived, against us and our users any claims and assertions of moral rights or attribution with respect to Your Content. By “use” we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

- 3.4. As between you and us, you own Your Content. We own Our Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Services excluding Your Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (“**IP Rights**”) associated with Our Content and the Services, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Our Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and Our Content are retained by us.
4. **Legal Terms.** The Privacy Policy (available at www.grace.co/privacy), incorporated herein by this reference, governs the Services and our relationship with you in connection therewith. You acknowledge that you have read the Privacy Policy carefully, as it contains important information regarding your legal rights, remedies and obligations hereunder.
5. **Representations and Warranties.** In the event you are acting on behalf of a Decedent and not on your own behalf, you hereby represent and warrant to us and to the Sales Representative, that: (a) you are the legally authorized representative of the Decedent, and are a duly appointed Executor or Administrator of the Decedent, or in the absence of a duly appointed Executor or Administrator of the Decedent, an heir or legatee of the Decedent or the Trustee of any revocable trust established by the Decedent; (b) you have the legal authority to act on behalf of the Decedent, including the authority to enter into this Agreement and authorize the Services; (c) you will notify us promptly if your authority to act is curtailed, surrendered, withdrawn or terminated prior to the completion of the Services; (d) all information submitted by you to us and/or the Sales Representative in connection with the Services is and will be truthful and accurate, and you have the right to

provide such information; and (e) you are eighteen (18) years of age or older. You understand that we and the Sales Representative will rely on these representations and warranties, and any false statements made in connection with these representations and warranties may result in us and/or Sales Representative exercising any remedies available to it by law.

6. **Entire Agreement.** This Agreement and the Privacy Policy, contains the entire agreement of the parties with respect to the Services and your access to and use of the Site and to the subject matter hereof.
7. **Payment.** You agree to pay to us or, if billed by the Sales Representative, the Sales Representative, the quoted fees for the Services. You also agree to reimburse us for any out-of-pocket fees we pay in the support of carrying out the Services, including but not limited to (a) the Decedent's service providers that arise out of or relate to the Services, (b) to purchase additional copies of Decedent's death certificate and (c) the purchase and arrangement of insurance policies.
8. **Your Password and User I.D.** We will provide you with a password and user I.D. to access the Site. You agree to maintain the confidentiality of such password and user I.D., and be responsible for all use of any such password and user I.D., including any access to, or use of, the Site or Services by unauthorized persons. In the event that your password and/or user I.D. is lost or stolen, you agree to notify us immediately so that a new password or user I.D. may be issued promptly.
9. **Your Conduct.** In connection with your access and use of the Site and the Services, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Not in limitation of the previous sentence, in connection with your use of the Site and/or the Services, you may not cause or permit any person to do any of the following:
 - 9.1. use the Site or the Services for any unlawful purpose;
 - 9.2. use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
 - 9.3. impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;
 - 9.4. use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;

- 9.5. use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others; or
- 9.6. use the Site to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

10. Disclaimer of Warranties.

- 10.1. EXCEPT AS PROVIDED BY THE GRACE GUARANTEE (AVAILABLE AT <http://www.meetgrace.com/guarantee>), THE USE OF THE SERVICES AND THE SITE BY YOU IS AT YOUR SOLE RISK AND ACCORDINGLY, THE SERVICES AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRACE AND ITS AFFILIATES DO NOT WARRANT THAT: (A) THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE USE OF THE SERVICES OR THE SITE WILL ALLOW YOU TO OBTAIN ANY PARTICULAR RESULTS WHATSOEVER; (C) THE SERVICES OR ANY INFORMATION GRACE PROVIDES THROUGH THE SITE OR OTHERWISE TO YOU IS OR WILL BE ACCURATE, CURRENT, COMPLETE, TIMELY, RELIABLE, OR OF ANY PARTICULAR VALUE OR QUALITY; (D) ANY DEFECTS IN THE SITE WILL BE CORRECTED; OR (E) THE SITE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.
- 10.2. OUR WEBSITE IS A DIRECTORY WHERE HOSPICES PAY A FEE TO BE LISTED. WE ARE NOT REFERRING ANYONE TO ANY HOSPICE AND ARE NOT IN A POSITION TO RECOMMEND ANY HOSPICE. IF YOU SELECT A HOSPICE FROM THE DIRECTORY, YOU AGREE THAT YOU ARE SELF-SELECTING THAT HOSPICE, BASED SOLELY ON THE INDEPENDENT EXERCISE OF YOUR OWN JUDGMENT, AND DO SO AT YOUR OWN RISK. WE DO NOT CONTROL OR ENDORSE ANY HOSPICE NOR ARE WE RESPONSIBLE FOR ANY SERVICES PROVIDED BY ANY THIRD PARTY.

11. Limitation of Liability.

- 11.1. Except as provided by the Grace Guarantee (available at <http://www.meetgrace.com/guarantee>), in no event will Grace, the Sales Representative, or the shareholders, officers, directors, employees, contractors, representatives, and agents of either of the foregoing (collectively, the “**Representatives**”) be liable to you or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, or inability to use, the Site or any third party web sites linked to this Site; (b) Grace’s performance of or failure to perform the Services or any of Grace’s obligations in connection with the Agreement; (c) any action of any third party not a party to the Agreement; or (d) the defamatory, offensive, or illegal conduct of other users of the Site or of third parties.
- 11.2. Under no circumstances will Grace, the Sales Representative or their Representatives be liable to you or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with the Agreement, the Services or the use of the Site, or the transmission of information to or from Grace over the Internet, even if Grace was advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Grace, the Sales Representative and their Representatives will be limited in accordance with the Agreement to the extent permitted by law.
- 11.3. Without limiting any of the foregoing, if Grace, the Sales Representative or any of their Representatives is found liable to you or to any third party as a result of any claims or other matters arising under or in connection with the Agreement, the Services, the Site, or your use of the Site, the maximum aggregate liability for all such claims and other matters will not exceed the aggregate amount of fees paid or payable by you under the Agreement. You acknowledge that this limitation of liability is an essential term between you and Grace relating to the provision of the Services to you and that Grace would not provide the Services to you without this limitation.
12. **Your Indemnification Obligations.** You agree to indemnify, defend and hold harmless Grace, the Sales Representative and the Representatives from and against any and all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expenses (including reasonable attorneys’ fees), arising out of (a) your use of the Services; (b) any content, data or information that you submit or transmit to Grace and/or the Sales Representative; (c) your access to the Site and authorization of the Services; (d) your violation of the rights of any third party; (e) your violation of the Agreement, including any misrepresentation of your authority to act hereunder; and (f) any activity

related to your account by you or any other person accessing the Site with your password and/or user I.D.

13. **Force Majeure.** We will not be responsible, in any manner, for any failure or delay in the performance of any of our obligations hereunder caused by a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within our control.
14. **Changes to Services.** We reserve the right to modify or discontinue the Services with or without notice to you. In the event of such modification or discontinuation of the Services, your sole remedy will be to terminate the Services and to receive a refund of any amounts paid by you to us or the Sales Representative for any Services that was not delivered to you. Continued use of the Services following notice of any such changes will indicate your acknowledgement and acceptance of such changes and satisfaction with the Services as so modified.
15. **Third Party Beneficiary.** The Sales Representative is an intended third party beneficiary of the Agreement, including the Privacy Policy.
16. **Governing Law; Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, the Site and the Services will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law principles. Any dispute, controversy or claim arising out of or relating to the Agreement, the Site or the Services, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Los Angeles, California, before one (1) arbitrator (unless the parties agree on another number) and shall be administered by JAMS under its Comprehensive Arbitration Rules and Procedures, and judgment on the award rendered by the arbitrators may be entered in an applicable court. The parties agree to arbitrate solely on an individual basis, and that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.
17. **Term of Agreement.** This Agreement will continue until terminated by (i) you, by emailing us at support@meetgrace.com or (ii) us, at any time and for any reason by providing notice to you, which may be via email. After termination of this Agreement, we will have no further obligations to provide the Services or access to the Site.
18. **Survival.** Any provisions of the Agreement that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding

disclaimer of warranties, limitation of our liability or your indemnification obligations) will continue in effect beyond any such termination.

19. **Amendment.** We reserve the right to modify these Terms and Conditions from time to time. If we modify these Terms and Conditions, we will post the modification on the Services platform or otherwise provide you with notice of the modification. The Company will also update the “Last Updated Date” at the top of these Terms and Conditions. By continuing to access or use the Services after we have made a posting about such modification or have provided you with notice of such modification, you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable you, your only recourse is to cease using all the Services.

20. **Miscellaneous.** Our electronically or otherwise properly stored copy of the Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of the Agreement in connection with any action or proceeding arising out of or relating to the Agreement. The Agreement does not confer any rights, remedies, or benefits upon any person other than us, the Sales Representative, our Representatives and you. We may assign our rights and duties under the Agreement at any time to any third party without notice. You may not assign the Agreement without our prior written consent. Our waiver of any breach of the Agreement will not be a waiver of any preceding or subsequent breach thereof. If any provision of the Agreement is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of the Site or the Services for illegal purposes will be provided to law enforcement authorities.
