YourEkko Recipient Terms and Conditions

1. **The Parties**. These Terms and Conditions are part of the contract between **YourEkko, LLC** ("Company"), and the person accepting these terms and conditions ("Recipient"). Recipient and Company may also hereinafter be referred to as "Party" or the "Parties."

   WHEREAS the Recipient is intended to receive messages with or without a monetary gift before and/or after the Company's Client (hereinafter "User") is no longer with us, and Company requires consent to communicate with the Recipient and send the messages and/or monetary gifts on behalf of the User, effective upon the acceptance of these Terms and Conditions:

2. **Term**. The term of this Agreement shall commence upon acceptance of these Terms and Conditions until the services are completed or one or both Company or User terminates this Agreement pursuant to the Termination clause herein.
   a. **Ekkos**: As stated on the description of services you selected, Recurring Ekkos cease after the 1095th day from the date they began.
   b. Unless Recipient expressly opts out of receiving Messages or Monetary Gifts they will continue to be transmitted. Recipients have the option to opt-out via SMS reply "STOP" which will cease all communication from 844-996-4241 and/or per Ekko message on the Ekko message landing page there is an option to cease messages from that specific User. If either opt-out does not work, Recipient must email notice addresses a request to cease all specified messages to Company and allow for a reasonable amount of time before such monetary gifts or messages cease.
3. **Acknowledgement of Communication**. Recipient understands that it will receive communications from Company for the following items and expressly consents to receive such communications:

   a. **Notification of Ekko message.** Recipient acknowledges that Company will inform them via SMS and/or Email after an Ekko is saved by the User in the User dashboard.
   b. **Notification of User's Death (i.e. at rest or no longer with us).** The purpose of this service is to provide messages, with or without monetary gifts, to Recipient before or after the User is no longer with us. As such, Recipient agrees to receive communications before or after the User is no longer with us.
      i. "Death" is also referred to as "at rest" or "no longer with us" to encompass Users who are dead or not dead but no longer have the ability to communicate in writing, with words or non-verbal's.
   c. **Receipt of Messages.** Recipient agrees to receive scheduled messages from User (on behalf of Company) that were created prior to User being at rest. These messages may be communicated all at once or over a period of time, as designated by User.
   d. **Recurring "Legacy" Ekkos**. These are messages sent after the User is no longer with us. Recipient shall continue to receive these unless specifically communicated to Company that Recipient no longer wants to receive them.

Message(s) will require Recipient to review and accept Terms and Conditions for all future Recurring messages.

e. **Receipt of Monetary Gifts.** Recipient agrees to receive monetary gifts on the schedule determined by User and Recipient shall not be permitted to receive these gifts earlier than scheduled by User.
    i. Exception: In the event that Recipient opts out of receiving communications from Company and Recipient demands messages, Company shall provide all messages and monetary gifts after "cool off" period of 180 days from the date Recipient opts out.

4. **Recipient responsibility.** Recipient's responsibilities include the following:
    a. Providing accurate information to User and Company regarding contact information for Recipient, and a continuous duty to keep this information up to date with the User before and/ or after the User is no longer with us;
    b. Provide accurate information, and confirming such prior to providing Company, User's status;
    c. Responding to any communications from Company within 30 days' of initial receipt;
    d. Agrees not to use Company's services for any criminal purposes or other purposes that could cause Company to be liable for damages under the laws of any jurisdiction—Recipient expressly acknowledges that it will not wrongfully report that the User is no longer with us and if it does, Company shall have the power to cease all monetary gifts to Recipient and pursue legal action against Recipient;
    e. Does not use Company's services to assist or otherwise be in conjunction with attempts to fraud;
    f. Agrees to call a suicide help line (988) if Recipient reasonably believes that User is struggling with thoughts of or plans for suicidal ideation; and
    g. Agrees to read Recipient Terms and Conditions as provided by Company. Prior to receiving afterlife messages and monetary gifts, Recipient will initially agree to receive Company communications related to User services by opting in — all future modifications to the Terms and Conditions by Company are considered accepted unless Recipient expressly rejects.

5. **Confidentiality**. Recipient and Company agree that any information provided to Company shall not be considered confidential.
    a. **Data Breach**. Company takes reasonable steps to ensure the security of Recipient's provided information and messages. In the event that a data breach occurs that is outside the scope of the reasonable efforts taken by Company or otherwise outside of Company's control, Company shall not be responsible for the dissemination of such information or messages.
        i. User agrees that Company shall not be liable to User or Recipient for any third party access to and conversion of monetary gifts that were sent to Recipient via SMS or email.
    b. **Company Not Insurer of Information or Messages**. Company expressly disclaims any responsibility to prevent all dissemination of Recipient's

information or messages and Recipient's agrees and understands that Company shall not be liable for any such dissemination.

c. **Sale or Sharing of Confidential Information**. Company shall not sell or otherwise share personal information related to User, trusted contact, or recipient that is considered confidential.

6. **Force Majeure**. The delivery of the Services by Company is dependent upon access by Company and Recipient to electrical power and certain means of electronic communications, as well as various other factors that are beyond the control of Company or Recipient to maintain. To the extent caused by Force Majeure, any failure of Company to deliver the Services according to the terms of this Agreement shall not constitute a default of this Agreement. For the purposes of this Agreement, a "Force Majeure" event shall include, but is not limited to, riots, insurrections, extreme weather, the interruption of electrical power, digital deletion of messages through no fault of Company, other factors preventing Company from providing services to Recipient, earthquakes, fire, floods, volcanic eruption, acts of war, acts of terror, strikes, labor unrests, civil authority, civil unrest, acts of God, disruption of internet services, third party actions that interfere, etc., and the interruption of voice or data communications services.

7. **No Fiduciary Relationship.** Recipient expressly agrees and acknowledges that no fiduciary relationship is created by this Agreement or any of the services provided by Company. Company expressly disclaims any fiduciary duties to Recipient, Trusted Contact or User. Recipient agrees that Company does not owe any fiduciary duties to Trusted Contact, Recipient, or User. If funds are deposited as a gift by User with Company, Recipient agrees that Company is under no obligation to invest or otherwise manage such funds in any way.

8. **Cessation of Communications to Recipient**. If at any time Recipient determines it does not want to receive any communications from Company, it shall communicate the same in writing, via SMS opt-out reply or email, to Company. Opting out of communications with Company or other communications indicating rejection of the Terms and Conditions or any future update thereto shall be determined as a desire not to receive future communications from Company.

    a. **Result of Cessation of Communication**. If Recipient chooses to reject the Terms and Conditions or changes thereto and cease communication with Company, Recipient shall NOT RECEIVE USER MESSAGES NOR MONETARY GIFTS FROM USER.
    b. **Grace Period**. Company shall hold all messages and monetary gifts for Recipient for 365 days from cessation, attempting to communicate with Recipient, if an implied cessation has occurred, but in all other circumstances, shall destroy all messages after 365 days from cessation and shall deposit any monetary gifts after 365 days to the Company fundraising partner of choice.

9. **Choice of Law and Forum Selection**. This Agreement shall be governed under the laws in the State of North Carolina without deference to North Carolina's principles of conflict

of laws. Both Recipient and Company consent to the exclusive jurisdiction and venue Mecklenburg County Court, located in Charlotte, North Carolina.

10. **Notice Addresses**. All notices required by this Agreement to be communicated by Recipient and Company, shall be emailed and texted to Company at the following email address: support@yourekko.com. Recipient shall supply an email address and telephone number to Company and all notices required by this Agreement to be communicated by Company to Recipient shall be emailed or texted to Recipient at the information provided.

11. **Non-Exclusive Agreement**. Recipient understands and agrees that Company may provide services, similar or identical to the Services, to other Recipient of Company and that this Agreement is not exclusive.

12. **Independent Status of Recipient**. Recipient is not an employee, partner, joint venturer, or any other affiliation with Company other than as a gratuitous point of contact for User.

13. **Amendment**. These Terms and Conditions may be modified by Company at any time, notice of which shall be provided to Recipient before such modification takes effect. Recipient expressly agrees to any changes in the Terms and Conditions unless expressly rejecting those changes to Company via the email address or telephone number listed herein.

14. **Class Action Waiver**. **ARBITRATION AND LITIGATION MUST BE ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR LITIGATION BY OR AGAINST OTHER USERS OF THE SERVICES AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY**. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, either party may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

15. **Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

16. **Execution in Counterparts and Form of Signatures**. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. Such signatures may also be completed electronically, giving such electronic signature the full force of law and effect as a “wet-ink-signature.”

17. **Breach Waiver.** Any waiver by the Company of a breach of any section of this Agreement by the Recipient shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

18. **Hold Harmless**. Recipient agrees to hold harmless Company for any action related to communication of messages, monetary gifts, or other information surrounding User.

19. **Attorney's Fees.** In the event that either party must enforce this Agreement, the prevailing party shall have its reasonable attorney's fees and costs paid for by the non-prevailing party. Any settlement that arises from a dispute to enforce this Agreement also entitles the non-breaching party to its reasonable attorney's fees.

20. **Entire Agreement**. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Recipient and Company. If there should arise any ambiguity or conflict between this Agreement and any attachment or exhibit to this Agreement, the terms of the body of this Agreement shall supersede the terms of any attachment or exhibit hereto.