YourEkko Trusted Contact 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 ("Trusted Contact"). Trusted Contact and Company may also hereinafter be referred to as "Party" or the "Parties."

   WHEREAS the Trusted Contact intends to act as a point of contact for the person designated by their YourEkko Account as the Client (hereinafter "User") with the Company for services provided on User's behalf, effective upon the acceptance of these Terms and Conditions, under the following terms and conditions:

2. **Term**. The term of this Agreement shall commence upon acceptance of these Terms and Conditions until either the services are completed or one or both Company or User terminates this Agreement pursuant to the Termination clause herein.

3. **Acknowledgement of Trusted Contact Duties**. Trusted Contact agrees to be a point of Contact for Company regarding the status of User (status = being alive or at rest). Specifically, this means that Trusted Contact shall provide updated contact information for themselves to Company and quickly let Company know if the User is at rest or needs to take action on their account. Trusted Contact agrees that Company owes no duties or performance to Trusted Contact. Moreover, Trusted Contact understands that by agreeing to complete these duties and services on User's behalf, that Trusted Contact may be contacted as a point of contact upon User's passing away (i.e. at rest aka am).

   a. **Notification of User's Death (i.e. at rest or no longer with us).** It is Trusted Contact's duty to accurately report to Company that 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.
      ii. If death is proven with legal documentation to be suicide and if desired, it is the responsibility of the Trusted Contact to contact Company and request to obtain and/or prevent dissemination of messages.
      iii. If Trusted Contact obtains and/or prevents dissemination of messages due to legally proven suicide, the Trusted Contact relieves Company of all liability and responsibility for repercussions of message non-deliveries to Recipients.

4. **Services Fees.** Trusted Contact shall be entitled to no fee as a result of the services it is providing to User.

5. **Trusted Contact responsibility.** Trusted Contact's responsibilities include the following:
   a. Providing accurate information to Company regarding contact information for Trusted Contact, and a continuous duty to keep this information up to date;

b. Provide accurate information, and confirming such prior to providing Company, User's status;
c. Responding to any communications from Company within 5 days' of 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;
e. Does not use Company's services to assist or otherwise be in conjunction with attempts to commit suicide or suicide itself;
f. Agrees to call a suicide help line (988) if Trusted Contact reasonably believes that User is struggling with thoughts of or plans for suicidal ideation; and
g. Agrees to read all additional or changed Terms and Conditions as provided by Company in a timely fashion.
h. Trusted Contact is responsible for informing Company that User has died.

6. **Confidentiality**. Trusted Contact 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 Trusted Contact'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.
    b. **Company Not Insurer of Information or Messages**. Company expressly disclaims any responsibility to prevent all dissemination of Trusted Contact's information or messages and Trusted Contact agrees and understands that Company shall not be liable for any such dissemination.

7. **Indemnification.** The Trusted Contact shall indemnify and hold the Company harmless from any loss or liability from performing the Services under this Agreement. Specifically, Trusted Contact shall indemnify, defend, and hold the Indemnified Parties (as hereafter defined) harmless against any Indemnified Claim (as hereafter defined), provided Company gives Trusted Contact prompt notice of such Indemnified Claim. Trusted Contact's obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys and payment of court costs, as well as settlement at Trusted Contact's expense, payment of judgments, or both. The "Indemnified Parties" are Company and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An "Indemnified Claim" is any claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging: (i) any aspect of the performance of the Services; or (ii) any loss of, or damage to, property or reputation, caused by Company's actions in providing Services, except for intentional tortious conduct. Trusted Contact will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Company shall have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations. Trusted Contact's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of Company's violation of this Agreement.

a. **This also applies to any claims for harassment, negligent or intentional infliction of emotional distress, defamation, or other claims, including those types listed in this Agreement.**
b. **Trusted Contact understands that it is possible that Recipient or a Trusted Contact may receive questions regarding User's status and, if Company is unable to reach User, that could cause emotional distress at the contemplation that User have passed away (i.e. at rest), even if User has not. Trusted Contact expressly agrees to indemnify and hold harmless Company, as stated in this Agreement otherwise, for any such claims as well should it be due to Trusted Contact's negligent or intentional actions that cause such claims to be instituted against Company.**
c. **Trusted Contact expressly understands that it may, from time to time, receive messages from Company requesting a status update on User's health and that it will hold harmless Company for any emotional distress these messages may cause. This is expressly the purposes that Trusted Contact is a contact with Company.**

8. **Force Majeure**. The delivery of the Services by Company is dependent upon access by Company and Trusted Contact to electrical power and certain means of electronic communications, as well as various other factors that are beyond the control of Company or Trusted Contact 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 Trusted Contact, 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.

9. **No Fiduciary Relationship.** Trusted Contact 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 Trusted Contact, Recipient, or User. Trusted Contact agrees that Company does not owe any fiduciary duties to Trusted Contact, Recipient, or User.

10. **Termination**. This Agreement shall terminate upon any of the following conditions: (i) upon request by Trusted Contact to cease its obligations as Trusted Contact, in written notice to Company, per the Notice Addresses provision of this Agreement; (ii) upon the termination of total Services by User or Company; or upon the completion of services by Company and Trusted Contact.

11. **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 Trusted Contact and Company consent to the exclusive jurisdiction and venue Mecklenburg County Court, located in Charlotte, North Carolina.

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

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

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

15. **Amendment**. These Terms and Conditions may be modified by Company at any time, notice of which shall be provided to Trusted Contact(s) before such modification takes effect. Trusted Contact(s) 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.

16. **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.

17. **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.

18. **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."

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

20. **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.

21. **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 Trusted Contact 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.