

CALMAVIA MEMBERSHIP AGREEMENT

PURPOSE: This agreement is to establish the terms and conditions of Your Membership with CalmaVia, LLC, to help prevent misunderstandings, and to provide the framework for recourse in the event of a dispute. Acceptance of this Membership Agreement is required to obtain a Membership and be entitled to receive the Services of CalmaVia. By accepting this Membership Agreement, You indicate that you have read and understand this Membership Agreement in its entirety, and agree to be bound by its terms and conditions.

This Membership Agreement supersedes any written, electronic, or oral communication you may have with CalmaVia, and constitutes the complete and total agreement between the Parties.

This CalmaVia Membership Agreement is made by and between you, individually, and other Qualified Individuals (as defined herein) (collectively, "Members", "You", or "Your"), and CalmaVia, LLC, ("CalmaVia", "We", "Us", or "Our"). The Agreement consists of the terms and conditions below, as well as the Online Terms of Use for Your Membership provided to You upon Your registering on CalmaVia's Sites (collectively, the "Agreement"). It is effective on the date We provide You with confirmation of Your Membership or the date on which Your Membership is renewed as applicable.

1. Services. Subject to the terms and conditions of the Agreement, CalmaVia will provide You certain services for a monthly membership fee. Those services include Online Services and At-Need Access (collectively, "Services").

a. "Online Services" means any of the services, information, data, on any CalmaVia hosted websites or CalmaVia mobile application (collectively, "Site" or "Sites") provided to You through Your Membership and under the Agreement, including: storage for last will and testament, Your Funeral Wishlist, access to an online secure digital vault, wellness and end of life decision library, an online forum, and certain other online services offered by CalmaVia from time to time.

b. "At-Need Access" means the access CalmaVia will provide You, through the Funeral Service Provider, to those Funeral Goods and Services you contracted for in the Pre-Need Funeral Service Contract without having to pay the balance due on the Pre-Need Funeral Service Contract prior to the delivery of those Funeral Goods and Services for which You contracted, IF you are a Member in Good Standing or a Qualified Individual (each as defined herein) and have a valid Pre-Need Funeral Service Contract with Funeral Service Provider, subject to the terms and conditions contained herein. (Most providers of funeral goods and services require that full payment be made in advance of the delivery of any Funeral Goods and Services.) Because there are requirements other than payment necessary for delivery of Funeral Goods and Services, CalmaVia cannot and does not guarantee that At-Need Access will result in delivery of Funeral Goods and Services by Funeral Service Provider.

In order to be entitled to receive At-Need Access You must:

1. Be a Member in Good Standing at the time of the death for which Funeral

- Goods and Services are to be provided;
2. Have been making deposits into Your Pre-Need Funeral Trust simultaneous with all Your Membership payments; and,
 3. Agree to execute all other documents and authorizations required by the Funeral Service Provider to authorize the Funeral Goods and Services.

c. You are a **“Member in Good Standing”** if you have a valid Pre-Need Funeral Service Contract with Funeral Service Provider, and:

1. You have a current, active Membership which has been continuous, including automatic month-to-month Automatic Renewals, since Your initial enrollment during a Regular Enrollment; or,
2. You have a current, active Membership and six months has passed since You last renewed Your Membership by any means other than Automatic Renewal.

Whether an individual is a Member in Good Standing is a determination solely to be made in the good faith discretion of CalmaVia.

2. Definitions.

a. “Additional Offerings” are additional online services that may be offered to You from time to time as they become available from CalmaVia and third-parties with who We contract (our “Partners”).

b. “At-Need” is defined as the point in time when a Member in Good Standing or one of their Qualified Individuals passes away.

c. “Funeral Goods and Services” means the funeral or cemetery services or funeral merchandise, potentially including an alternative container, casket, outer burial container, grave, marker, monument, tombstone, crypt, niche, plot, or lawn crypt sold by a Funeral Service Provider. All references to “funeral” also include cremation.

d. “Funeral Service Provider” means the entity designated in a Pre-Need Funeral Service Contract that has agreed to provide the specified Funeral Goods and Services which were offered to You on the CalmaVia Sites.

e. “Initial Offering” means the first offering of CalmaVia’s services provided to You through Your Organization.

f. “Pre-Need Funeral Service Contract” means the contract for Funeral Goods and Services entered into between You and Funeral Service Provider as offered on the CalmaVia Sites.

g. “Pre-Need Trust Funds” shall mean the amounts paid into a trust account by a You as a prepayment on Your Pre-Need Funeral Service Contract and including any interest.

h. “Qualified Individual” is an individual who is either the current, lawful spouse, or minor biological child of a Member in Good Standing.

i. A “Regular Enrollment” means enrollment during the limited, annual enrollment period with Your Organization, a new hire enrollment with Your Organization, or an initial enrollment when CalmaVia is first offered to Your Organization.

j. “Online Terms of Use” means the terms that apply to Your use of the Online Services available at <http://www.CalmaVia.com/onlineterms>. The Online Terms of Use include terms governing Your use of the Online Services that are in addition to the terms in the Agreement. Additional terms might apply to Additional Offerings.

j. “Term” means the duration of a Membership without cancelation including any Automatic Renewals.

k. “Your Organization” means Your employer or the group or organization to which you belong and through which CalmaVia’s Services were offered.

3. Use of The Online Services. We grant You the right to access and use the Online Services. We reserve all other rights. You may use the Online Services only in accordance with the Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Online Services, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any mechanism that dictates Your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Online Services, or any portion thereof, to or for third-parties except as expressly permitted in the Online Terms of Use.

You shall be responsible for accurately completing the information requested in the Membership Registration Forms on the Sites including establishing a username and password (“Personal Information”) and agree to promptly update any changes applicable to such Personal Information. You are responsible for maintaining the confidentiality of access information, and shall be responsible for all use of the Sites made under Your access information. You must promptly notify Our customer support team about any possible misuse of Your accounts or authentication credentials or any security incident related to the Online Services.

If You allow any Qualified Individuals to utilize Your Membership benefits, any third-parties will be bound by this agreement and You agree to be jointly and severally liable for any actions of such third-parties related to their use of the Services.

4. Membership. Client agrees that this Membership Agreement provides a one month membership for CalmaVia’s Services (“Membership”) that is automatically renewed on a month-to-month basis after CalmaVia’s receipt of Your Automatic Payment. By purchasing or renewing a Membership, You agree to the pricing and related terms applicable for that Membership. Unless otherwise specified, Services are offered on an “as available” basis. CalmaVia reserves the right to verify eligibility at any time and suspend Services if the eligibility requirements are not met. Some Online Services may be provided by third-parties (“Providers”).

a. Pricing. Pricing is set according to the fee schedule set forth in the Initial Offering provided to You by CalmaVia and through Your Organization. Additional fees may be required if Additional Offerings are selected. During the Term of Your Membership, prices for Services will not be increased for Your Membership from those in effect at the time Your Membership became effective or was renewed. All prices are subject to change at the beginning of a new Membership entered into after a Cancelation (“New Membership”).

b. Automatic Payment. Payments are due and must be made according to the requirements of Your Membership and must be made in advance of the month-to-month term via automatic payment through Your Organization (“Automatic Payment”).

c. Automatic Renewal. Membership automatically renews month-to-month as long as Membership payments are made via scheduled Automatic Payment and your Membership is not canceled, as provided for herein (“Automatic Renewal”). Automatic Renewal is required for Membership with CalmaVia. Upon Automatic Renewal of Your Membership, Your Membership will continue to be governed by the terms and conditions set forth in the Agreement entered into on the date on which Your Membership was first entered for that Term.

d. Membership Cancellation. You may cancel a Membership at any time during its Term; however, You must pay all amounts due and owing before the termination is effective and no refunds will be provided.

e. Involuntary Cancellation. If payment for the Membership is not received by CalmaVia through Automatic Payment Your Membership will be canceled and no refunds will be provided.

f. Suspension. We may suspend Your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) You do not pay amounts due under the Agreement; or (3) You do not abide by the Online Terms of Use or You violate other terms of the Agreement.

g. Access to Sites After Cancellation. Upon cancellation of Your Membership for any reason Your access to Services will automatically be terminated. You will be able to access your online secure digital vault only for the purpose of retrieving the documents and files contained therein for a period of one year after cancellation. At the expiration of one year your online secure digital vault will be deleted along with all documents and files contained therein.

h. Renewal After Cancellation. CalmaVia reserves the right to refuse, renew, cancel, or suspend service at Our sole discretion. Upon renewal after cancellation of Your Membership, Your Membership will be governed by the terms and conditions set forth in the agreements entered into on the date on which Your Membership is renewed (the “Renewal Terms”). If You do not agree to any Renewal Terms, Your Membership will not renew.

i. Taxes. Prices are exclusive of any taxes. You must pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any Services provided under the Agreement and which We are permitted to collect from You under applicable law.

5. Disclaimer of Warranties and Limitation of Liability. You agree that Your use of CalmaVia’s Services are at Your sole risk. CalmaVia and its parents, subsidiaries, affiliates, officers, directors, employees, and agents cannot warrant that Service will not be interrupted or error free, nor do they make any warranty as to the results that may be obtained from the use of Services.

Under no circumstances shall CalmaVia, or its parents, subsidiaries, affiliates, officers, directors, employees, and agents, who are involved in creating, producing, or publishing

Sites be liable for any direct, indirect, incidental, special, or consequential damages that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, war, terrorism, communication failure, theft, destruction, or unauthorized access to records, programs, or services. CalmaVia will maintain a backup copy Sites and date You provide, but cannot be held responsible for the loss of data in Services it provides. CalmaVia does not make and is not responsible for advisement on taxes or legal matters.

CalmaVia and its parents, subsidiaries, affiliates, officers, directors, employees, and agents expressly disclaim all express and implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted service. Neither CalmaVia nor its parents, subsidiaries, affiliates, officers, directors, employees, and agents are liable for: any loss or damages incurred by You related to Your use, attempted use or inability to use Services, including damages caused by delays, errors, inaccuracies, unreliability of Services or information, loss of data or software restoration; or, special, incidental, consequential, indirect, or punitive damages related to your use of Services, even if such damages were reasonably foreseeable.

a. Limited warranty. We warrant that the Online Services will meet the terms of access provided for in the Agreement during the Term. Your only remedies for breach of this warranty are those provided for in the Agreement.

b. Limited warranty exclusions. This limited warranty is subject to the following limitations: (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty; (ii) this limited warranty does not cover problems caused by accident, abuse or use Services in a manner inconsistent with the Agreement or Our published documentation or guidance, or resulting from events beyond Our reasonable control; and, (iii) this limited warranty does not apply to problems caused by a failure to meet the requirements contained herein.

c. DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose for CalmaVia's Services. We provide NO warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose for any funeral goods and services. These disclaimers will apply except to the extent applicable law does not permit them.

6. Limitation of liability. The aggregate liability of each party for all claims under the Agreement is limited to direct damages up to the amount paid under the Agreement for the Services during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for Services exceed the amount paid for Services during the Membership.

a. EXCLUSION. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or

damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

b. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) Your obligations under Section 7; or, (2) violation of the other's intellectual property rights.

7. INDEMNIFICATION. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CALMAVIA AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY THIRD-PARTY PROVIDERS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE TERMS OR YOUR USE OF SERVICES (I) IN VIOLATION OF THE AGREEMENT; (II) IN VIOLATION OF ANY RIGHTS OF CALMAVIA OR ANY THIRD-PARTY PROVIDER, INCLUDING COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY AND PRIVACY RIGHTS; (III) IN VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION; OR (IV) IN A NEGLIGENT OR ILLEGAL MANNER. THIS INDEMNIFICATION IS BINDING UPON YOU AND QUALIFIED INDIVIDUALS, YOUR EXECUTORS, HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.

8. Miscellaneous.

a. Confidentiality. CalmaVia will use reasonable precautions to maintain the confidentiality of Your account and the information you provide in connection with your use of Online Services. Because such information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that any information provided by you or to you through Sites will remain secure.

b. Notices. You must send notices by mail, return receipt requested, to:

CalmaVia, LLC
Legal Department
Via Email: legal@calmavia.com

You agree to receive electronic notices from us, which will be sent by email to the address You specify when creating Your account with CalmaVia. You are responsible for ensuring that the email address that You specify is accurate and current. Any email notice that We send to that email address will be effective when sent, whether or not You actually receive the email.

c. Assignment. You may not assign the Agreement either in whole or in part.

d. Severability. If any part of the Agreement is held unenforceable, the rest remains in full force and effect.

e. Waiver. Any failure of CalmaVia to insist at any time upon strict or timely compliance with these Terms, or its delay or failure to exercise any power or right, shall not constitute a waiver and shall not prohibit CalmaVia's later exercise of that power or right.

f. No Agency. The Agreement does not create an agency, partnership, or joint venture.

g. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement.

h. Applicable Law and Venue. The Agreement is governed by Texas law, without regard to its conflict of laws principles. Any action to enforce the Agreement must be brought in Harris County, Texas.

i. Entire agreement and Severance. The Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in the Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this CalmaVia Membership Agreement; and, (2) the Online Terms of Use. If any provision of the Agreement is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

j. Survival. The terms in Sections 4, 5, 6, 7, and 8 will survive termination or expiration of the Agreement.

l. Force majeure. CalmaVia will not be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to Your payment obligations under the Agreement.

DISCLAIMER REGARDING FUNERAL GOODS AND SERVICES. CALMAVIA DOES NOT PROVIDE, SELL, OR OFFER FOR SALE ANY FUNERAL GOODS AND SERVICES. CALMAVIA IS A THIRD-PARTY MARKETING AND ONLINE SERVICES COMPANY THAT CONTRACTS WITH FUNERAL SERVICE PROVIDERS TO PROVIDE MARKETING AND LEAD GENERATION TO THOSE PROVIDERS. ALL FUNERAL GOODS AND SERVICES CONTRACTS ENTERED INTO THROUGH A LINK PROVIDED ON THIS SITE ARE ENTERED INTO DIRECTLY WITH THE RESPECTIVE FUNERAL SERVICE PROVIDERS AND NOT WITH CALMAVIA.

CALMAVIA DOES NOT ENDORSE OR RECOMMEND ANY FUNERAL SERVICE PROVIDERS. THEREFORE, MENTION OF FUNERAL SERVICES PROVIDERS, PRODUCTS, OR SERVICES ON SITES CANNOT BE CONSTRUED AS AN ENDORSEMENT OR RECOMMENDATION.

IF YOU HAVE A PRENEED FUNERAL SERVICE CONTRACT THAT RELATIONSHIP IS CONTROLLED BY THE TERMS AND CONDITIONS OF THAT AGREEMENT.

ALL FUNERAL SERVICE PROVIDERS ARE RESPONSIBLE FOR THEIR OWN DISCLOSURES, PRICING, GOODS, SERVICES, AND COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR FUNERAL GOODS AND SERVICES CONTRACT, PLEASE CONTACT YOUR FUNERAL GOODS AND SERVICES PROVIDER DIRECTLY, OR YOU CAN CONTACT CALMAVIA AT (832) 422-5420 FOR MORE INFORMATION ON HOW TO REACH YOUR PROVIDER.