## Terms of Use of Intamation Enterprises, LLC

## Welcome!

Thank you for visiting Intamation Enterprises online and for reviewing and agreeing to these Terms of Use. We want every user of our website to enjoy their visit and maximize their utilization of our website to the highest extent possible. In order to accomplish this mutual enjoyment, we've set in place the following Terms of Use that we expect all our users and visitors to abide by.

## **General Acceptance**

While you are a visitor of, or are otherwise utilizing, our website, you acknowledge, accept, and agree to abide by the Terms of Use stated herein. These Terms of Use constitute a valid, binding contract between you and Intamation Enterprises, and also sets out your rights and responsibilities while utilizing our website. As such, we ask that you please read these Terms of Use very carefully. Remember, by utilizing our website, even as a visitor who has not officially registered or otherwise contracted with Intamation Enterprises, you are agreeing to our Terms of Use. So, if you do not agree with our Terms of Use, then you may not utilize our website.

Intamation Enterprises offers Users the ability to provide post-humous private messaging and delivery other related information through our website for a wide range of reasons, but the specific purpose of delivering said messaging or information to any person or entity of a User's choosing upon the User's death. For the purposes of these Terms of Use, "providing" means the provision of content or information through specifically electronic methods of delivery and sharing, including, but not limited to, electronic mail, facsimile transmission, file-sharing (such as through Google Drive or DropBox), and any other electronic or digital method utilized by you to deliver such content and information to Intamation Enterprises.

The purposes and services referenced above involve you, the User, further providing Intamation Enterprises with the non-exclusive right to use all media associated with the content and information you provide to us through our website for the purposes of post-humous messaging and information delivery. For the purposes of these Terms of Use, "media" includes, but is not limited to, all audio and video recordings, photographs, and all other forms of media. By submitting your content and information to us, you agree that Intamation Enterprises's non-exclusive right to use this content and information, and any associated media, exists independently of the method of creation of that content, information, and media, whether created or captured by you or by another individual or entity on your behalf.

Because we are not able to determine whether the content and information you provide to us through our website is your property, by providing us with such content and information, you explicitly agree that the content and information you provide to us through our website is your sole property or that you have been given the express written permission of the owner of such content and information to provide same to Intamation Enterprises or otherwise use such content and information in your sole discretion. By submitting such content and information to us through our website, you further expressly acknowledge, accept, and agree to fully and forever discharge and release Intamation Enterprises, LLC, including our legal representatives, successors, assigns,

employees, and agents, from any and all claims and causes of action, whether known or unknown, whether foreseen or unforeseen, arising out of or in any way related to the content and information you submit to us through our website, any media related to or associated with same, or our use of that content, information, and media.

If the content and information you provide to us through our website violates the intellectual property of any other person or entity and you have not obtained a license or the authority to use that intellectual property, then we will refuse to accept the provision of that content and information and prevent you from utilizing our website. You are solely responsible for ensuring you do not violate the intellectual property rights of others and you acknowledge, accept, and agree to hold us harmless in the event any third-party notifies us of any such violation. In the event that you have already submitted any content and information through our website, but we subsequently discover that said content and information violates the intellectual property rights of any other person or entity, then we will immediately return said content and information to the proper owner and you from further utilizing our website.

We expect you to utilize our website and generally present yourself in a courteous, professional manner. This means that you are prohibited from interfering with any business carried on by Intamation Enterprises or by any user utilizing our website; from harassing any visitor or user utilizing our website; and from using your status as a user and provider of content and information to negatively impact any service we may provide through our website. These restrictions include delivering unsolicited advertisements or spam mail to visitors or users utilizing our website.

Intamation Enterprises cannot and does not endorse or guarantee any tangible or intangible benefit potentially associated with your provision of content of information, or with any related media, through our website. By utilizing our website, you acknowledge, accept, and agree that provided said content and information may produce no discernible benefit to you and you have considered and understand this possibility before submitting any said content or information. By utilizing our website, you acknowledge and accept such risk.

To utilize our website, you must have reached the age of consent, or eighteen (18) years of age. The only way for you to utilize our website if you have not yet reached eighteen (18) years of age would be under the direct supervision of a parent or legal guardian. If this situation applies to you, then you must let us know before utilizing our website.

Further, should you utilize our website to provide content and information to Intamation Enterprises, we may request a limited amount of personal information from you to establish your account, and you may find more information regarding the information we collect by reading our Privacy Policy.

We value our visitors and users and pride ourselves on transparency regarding the services offered through our website. However, to ensure that we maintain this transparency, let's keep it simple: you be honest with us and we'll be honest with you. This means that you agree to provide accurate information when we request it and not to provide false information or take any action that would constitute fraud or impersonation of another individual or entity.

You are solely responsible for any action or omission taken or performed in connection with your utilization of our website. Thus, although you may do so while using the utmost care, we discourage sharing the information related to your utilization of our website, including, but not limited to, usernames and passwords, if applicable. We highly suggest that you take great care to protect your personal information so that no one is able to access that information without your permission.

As also mentioned in our Privacy Policy, we may use one or several techniques to verify the accuracy of the information our website users provide to us when they choose to provide content and information to us through our website. Unfortunately, verifying personal information provided through the internet is often difficult, so we cannot confirm each of our users' identity or personal information and make no representation that we can do so. To help prevent any fraudulent information from being spread to you or through our website, we ask that you communicate directly with us both before, during, and after providing any content and information through our website.

Remember that if a dispute develops between you and one or more of our other users or visitors, or any other third-party, as a result of the utilization of our website by any involved party, you acknowledge, accept, and agree to hold harmless and fully and forever release Intamation Enterprises, LLC from any claims, demands, and damages of any kind or nature, whether known or unknown, whether suspected or unsuspected, whether disclosed or undisclosed, and/or arising or in any way connected to said dispute.

We continuously strive to ensure that we do not infringe upon the intellectual property of others, whether it be trademark, copyright, trade secret, or patent, and we want your help in making ensure that the rights of everyone utilizing our website does the same. Thus, we ask that if you discover that any user to be infringing upon the intellectual property of any other user, visitor, or other third-party in relation to utilizing our website, you let us know immediately. We will investigate the situation after receiving such a report, but Intamation Enterprises, LLC, expressly disclaims any liability for such investigation. Rest assured that your reports to us will be held in strict confidence.

WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, VENDORS, AND SUPPLIERS PROVIDE OUR WEBSITE AND THE SERVICES OFFERED THROUGH UTILIZATION OF OUR WEBSITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION EITHER EXPRESS, IMPLIED, OR STATUTORY. FURTHER, WE DISCLAIM ANY AND ALL WARRANTIES POTENTIALLY APPLICABLE TO OUR WEBSITE, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Also by utilizing our website, Intamation Enterprises grants to you a non-exclusive, revocable, and non-transferable license to use the services offered through our website. As a condition of this license, you agree not to use the services provided through our website to perform and illegitimate or illegal actions, including, but not limited to, misappropriating our original content, breaking any law of any domestic or foreign jurisdiction, or avoid any fees or taxes incurred as a result of entering into any transaction or otherwise using the services offered through our website.

By utilizing our website, you also acknowledge that we cannot and do not guarantee that there may be a security breach, encryption error, successful hacking attempt, or other failure on or within the servers, and by utilizing or visiting our website, thereby constituting an acceptance of these Terms of Use, you explicitly release Intamation Enterprises from any and all liability and responsibility for any data, personal information, or private messaging lost due to such an event.

Finally, while we want you to be a visitor or user of Intamation Enterprises for the foreseeable future, you may terminate your relationship with us at any time. In the unfortunate event that you do terminate our relationship, please remember that it is your sole responsibility to ensure that the content and information you may have made available through our website may be viewable after your termination. On the other hand, if you violate the Terms of Use stated herein, Intamation Enterprises reserves the right to terminate said relationship upon confirmation of such violation. Of course, we also reserve the right to refuse service to anyone, at any time, for any reason. In the event that we are forced to terminate your account, you may lose some of the content and information you have provided through our website, and you acknowledge, accept, and agree to hold Intamation Enterprises harmless from such loss. These Terms of Use do not create a joint venture, employment, or independent contractor relationship between you and Intamation Enterprises, and we cannot and do not guarantee any benefit through the utilization of the services provided through our website.

We will do everything we reasonably can to ensure a positive experience for you while using our website, and we ask that you try to do the same for us. To that end, you may contact us at any time regarding any questions, comments, concerns, or reports involving these Terms of Use. Thank you for visiting Intamation Enterprises!