

Terms of Use Agreement

~~Last Updated: August 29, 2017

Funeral Insider, Inc., (also known as Funeral Insider) requires that you carefully read, understand and agree to the following Terms and Conditions contained in this Terms of Use Agreement ("Agreement"). By accessing, browsing or using this website, and the websites of the below listed companies, divisions or service groups, or any page thereof, through any direct or indirect means (individually or collectively, "Websites" or "Website"), or by using the goods, facilities or services offered in or through the Websites through alternative methods (including, for example, telephone, mail, text, email or facsimile), you accept and agree to be bound by these Terms of Use (the terms "Website" and "Websites" include use through these alternative methods).

Funeral Insider and Plans4me.com are websites owned and operated by Funeral Insider, Inc. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively "Agreement"), govern your access to and use of the "Website, including any content and functionality offered on or through the Website and any other services (collectively "Services") provided by Funeral Insider related to the Website to Members (defined below) or Vendors (defined below).

Funeral Insider users ("Users", "you", "your") include planning or arranging funerals ("Members or Requestors"), other third parties offering products and services related to funerals ("Vendors"), and also those just visiting this Website ("Visitors"). The entity you are contracting with is Funeral Insider. Please read the Agreement carefully as it creates a binding agreement between you or the Vendors you represent (your "Company"), and Funeral Insider as of the date you access and use the Website (the "Effective Date").

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY. These provisions form an essential basis of our bargain.

If you do not agree to these terms and conditions, you are not authorized to access or use the Websites and you are to cease accessing or otherwise using the Websites.

For purposes of this Agreement, "You" or "Your" means the person(s) using the Websites, and/or the goods, facilities or services of Funeral Insider ("Site" and/or "Services") and its companies offered through alternative methods, including persons that allow others to provide information about themselves to Funeral Insider (as defined below) or Providers of funeral and estate services.

"Funeral Insider", "us" or "we" means, but is not limited to the following entities:

- Funeral Insider, Inc.
- Funeral-Solutions, Inc.
- Plans4me.com.

THE DISCLOSURES AND CONSENT REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.

Funeral Insider, Inc., (hereinafter "Funeral Insider") operates the Websites and shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the

terms and conditions applicable to users of the Websites, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the goods, facilities or services offered in or through the Websites shall be deemed to constitute acceptance of such changes. By accessing this Site you agree to be bound by these Terms of Use. The Site is intended for individuals who are at least 18 years of age and reside in the United States and the District of Columbia. If you are under 18 years of age or reside outside of the United States or the District of Columbia, you should not be visiting this Site or utilizing Funeral Insider, Inc.,'s Services.

1. CONSUMER INFORMATION SECURITY POLICY

The Funeral Insider Consumer Information Security Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites, received directly from you or transmitted to or from third parties.

2. FUNERAL SERVICE REQUEST SERVICES

There are currently no mandatory fees for Members to join Funeral Insider. Optional fee-based services are available for Vendors.

Requestors and Visitors: You may be required to register to access or use some parts of the Website. This website can be used for personal reasons only, or for friends and family only. There is currently no charge for funeral service price information at a specific location, for a specific person, by a specific Requestor, for personal reasons only; however, this may change without notice. We will provide information for a region within 50 miles of a specific zip code; but is limited to 10 Vendors. We cannot guarantee that there will be any vendors within the 50-mile radius.

Vendors: Vendors may open a Vendor Account to be allowed to bid to provide services to Members. Vendor listing options are currently free; however, that may change in the future without notice. Once a Member chooses a vendor, the vendor will be connected to the Member after the Vendor pays the referral fee (currently set at \$50.00, but is subject to change without notice). If, after the Vendor negotiates with the Member, the Member chooses a different Vendor, Funeral Insider will not refund the referral fee. The Vendor is required to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Website. We reserve our rights to pursue any and all actions and remedies to recover any monies owed to Funeral Insider. The Vendor will indemnify, defend and hold us harmless for any and all claims, demands or causes of actions that we take to recover money owed pursuant to this Section.

Funeral Insider provides estimated prices for 2 funeral home services: Direct (or Immediate) Burial and Direct (or Immediate) Cremation. The prices are input by the funeral homes themselves and cannot be guaranteed.

We ask the funeral homes to provide a funeral home price for a direct burial that includes the following bulleted list. If the funeral home's direct burial price does not include all of the following, Funeral Insider, will attempt to correct the price accordingly. The price is to be used as a guide only and Funeral Insider does not guarantee the price.

- Transportation of the deceased from place of death to funeral home. Anything further than 25 miles may incur an additional fee.
- Completion of all after-death care forms.
- Cleaning and disinfecting the body of the deceased.

- Placing the body in a casket or coffin.
- Transportation of the deceased from the funeral home to the selected cemetery. Anything further than 25 miles may incur an additional fee.
- Minimal casket.

We ask the funeral homes to provide a funeral home price for a direct cremation that includes the following bulleted list. If the funeral home's direct cremation price does not include all of the following, Funeral Insider, will attempt to correct the price accordingly. The price is to be used as a guide only and Funeral Insider does not guarantee the price.

- Transportation of the deceased from place of death to funeral home. Anything further than 25 miles may incur an additional fee.
- Completion of all after-death care forms.
- Cleaning and disinfecting the body of the deceased.
- Placing the body in a minimal container (often cardboard).
- Transportation of the deceased from the funeral home to the crematory if necessary.
- Cremation.
- Grinding and/or pulverizing the deceased's bones into a course powder (ashes).
- Placement of the deceased's ashes into a minimal urn (often cardboard).

Funeral Insider offers two funeral service request services via one hybrid form, each of which is explained in more detail below.

The first service option is the Funeral Insider process that occurs when you complete a traditional request and select a funeral home service providers using the predetermined price data from funeral home's General Price List (GPL). This process does not allow time for the funeral home to make a new bid price.

The second service option is the Funeral Insider process that occurs when you complete a traditional request and, if time permits, funeral homes will place a bid for the selected funeral home service. You will then be allowed to select from a hybrid list of predetermined prices and bid prices. You will not be able to determine whether the prices came from a Provider bid or a Provider's GPL.

Additionally, Funeral Insider provides Negotiating Assistance over the phone. We offer this service to assist the Requestor. We cannot guarantee that the Negotiating Assistance will deliver the lowest possible price, nor can we guarantee the price, quality, accuracy, or legality of the service.

Additionally, Funeral Insider provides a Concierge Service where we arrange the service within a predetermined budget using the Requestor's wishes. We cannot guarantee that we will deliver the service within the budget nor can we guarantee that we will obtain the lowest possible cost. We cannot guarantee the price, quality, accuracy, or legality of the service.

Occasionally, other Brokers, and Providers may respond with funeral service offers posted back to your Funeral Insider account or to your email address.

3. Terms Applicable to All Funeral Services Inquiry Services

Funeral Insider is an Online Funeral Service Marketplace that enables consumers to comparison shop for funeral services and products, and is not required to be licensed as a funeral provider. Funeral Insider DOES NOT take formal funeral service application since it does not ever ask

consumers to provide any information relating to their family member, income or debt. Funeral Insider DOES NOT make loans or credit decisions in connection with services, nor does Funeral Insider issue commitments or lock-in agreements. Funeral Insider's services are only administrative. Any inquiry you submit is NOT an application for funeral services. Rather, it is an inquiry to be matched with Providers to receive service offers from Providers. You will have to complete a formal application with the Provider you choose before they will extend an unconditional offer. The Provider you select will require you to pay for the funeral home services.

The Provider, not Funeral Insider, will determine the amount of any such fee and should provide information to you regarding the refundability of any such fee. Funeral Insider does not endorse or recommend the products of any particular Provider. Funeral Insider is not acting as your agent or as the agent of any Provider. You should rely on your own judgment in deciding which available service, product, terms and Provider best suits your needs and financial situation. The Provider is solely responsible for its services to you, and you agree that Funeral Insider shall not be liable for any damages or costs arising out of or in any way connected with your use of its Services. You understand that Providers may keep your request information and any other information provided by Funeral Insider or received by them in the processing of your request, whether or not you make a formal agreement with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them.

State and other governmental agencies may also from time-to-time required Funeral Insider to share your information in order to adhere to State Licensing requirements, and for internal marketing and analytics. You are providing express written consent for the retention of the same upon completion of an inquiry form for Funeral Insider and the selected Provider to share this information for this purpose.

The Websites and the Services provided by Funeral Insider are available in connection with funeral services provided in the fifty states and the District of Columbia unless otherwise specified.

A Provider's offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Provider may be higher or lower depending on your complete requests, credit profile, and other considerations including but not limited to location of funeral home and cemetery, and weight of the deceased. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a service commitment or price lock-in agreement. Individual Providers may not offer all products or services and corporate funeral and cemetery providers may not offer products or services in all states.

You might not be matched with the Provider making any specific offer. Funeral Insider will continue to attempt to match you for up to twenty-four hours for online matches, and may contact you via telephone at the number you provided to attempt to help you obtain a match. If you are called, you will be given a choice of up to three (3) Providers from which you will have to select on your own. The Call Center Representative cannot and will not select a Provider for you and all Providers listed will be continually shuffled (round-robin) based on location, time of day, caps, volume requested etc. in order to attempt to provide you with the most opportunities to obtain a match and shop and compare your service request.

Funeral Insider is paid a marketing match (Referral) fee by Providers for the goods, facilities and services provided. Providers are not to directly charge you for any such marketing match generation fee. Depending on the Provider, the marketing match fee is paid by the Provider and may be included in your fees. Funeral Insider strongly encourages and requests such fees not be passed onto you; however, it is without the authority to enforce the same.

Funeral Insider does not charge you a fee for its service in matching you with Providers, as such no such fee will be reported on your final price estimate.

When you complete an inquiry form online, by clicking on any button indicating an acceptance, acknowledgement or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a funeral service and product through Funeral Insider which will match you to up to six (6) Providers to whom your funeral service request and personal information is transmitted. If you do not receive any matches, Funeral Insider will continue to try to find you matches for similar services and products for which you sought as well as alternative products.

You are also indicating that you are consenting, acknowledging and agreeing to receive important notices, disclosures and other communications ("Disclosures and Communications") in electronic form (either by email or via the Internet) as provided for in the Consent for Electronic Disclosures and Communications From Funeral Insider. You understand that you will need, and have access to an email address, Internet access and PDF software to review the Disclosures and Communications.

By submitting the funeral service inquiry online you are in effect providing your electronic signature, you are extending an express invitation for the Provider you were matched with to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Providers or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. In addition, you are providing express written consent that Funeral Insider, a Provider with whom you have been matched or an associated third party (Partner) may use an automatic dialing system or by pre-recorded message in connection with calls made to any telephone number you entered, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call.

By saving your information with Funeral Insider or by completing a funeral service inquiry you give Funeral Insider permission to retain all information you submitted to make live, manually dialed, automatic dialed or pre-recorded calls, emails, direct mailing or other communication to discuss, provide or remind you of any information in relationship to your submission, including incomplete funeral service inquiry, the delivery of funeral service request matches, deadlines, quality of services or other matters in connection with your funeral service inquiry. For any service, you represent that all of the information you have provided in your submission and funeral service inquiry is true, accurate and complete to the best of your knowledge.

You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Funeral Insider Customer Service at 1-336-660-4555 or by emailing dr.jay@funeralinsider.com.

When you "submit" information, create an account or otherwise register for services through Funeral Insider and its Companies' website or otherwise, you hereby understand and agree that you have established a business relationship between you and Funeral Insider, Inc., which is the owner of this site. Accordingly, Funeral Insider and/or its Companies may send your information to its affiliates and Partners as provided in the Privacy Policy. In addition, you agree that Funeral Insider may contact

you using information you provided with information and offers of services available through Funeral Insider and the Websites. You hereby provide express written consent to any such communication or phone calls even if your phone number is on any Do Not Call list, federal, state or corporate. You also agree that calls may be placed live, by automatic dialing, and/or by pre-recorded message. Charges may apply to a mobile phone if that is the number you provided. Communications may also be by email, direct mail, and/or text message. If at any time, you do not wish to continue to receive communications from Funeral Insider or its Companies' or its affiliates' communications, you may modify your preferences notifying Funeral Insider Customer Care at 1-336-660-4555 or by emailing dr.jay@funeralinsider.com directly if you no longer want to receive other forms of communications from us.

4. REQUEST FOR OTHER PRODUCTS AND SERVICES

Funeral Insider offers requests for other products and services on the Websites and other websites not owned or controlled by Funeral Insider. You are able to access these products and services whether or not you complete a funeral service price comparison request and either (i) get matched with potential Providers or (ii) not matched with a Provider. The Providers that can provide you with conditional offers may not respond with offers until they speak with you to get additional information. NOTE: You are providing express written consent for Funeral Insider and the selected funeral service Provider to share this private personally identifiable information for these purposes, litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

A. Negotiating Assistance, Concierge Service, and Pre-need planning.

Negotiating Assistance and Concierge Service are business-to-consumer advice services offered by Funeral Insider. These services are provided over-the-phone and not in person. The Requestor is not bound to follow or act upon this advice. The Negotiating Assistance service offers advice to the Requestor and is limited to 1 hour. We cannot guarantee the lowest-possible cost, accuracy, quality, or legality of these products. The Concierge Service works independently, but still over-the-phone. The Concierge Service is limited to 5 hours of time. After 5 hours, the charge is \$100/hour. We cannot guarantee that we can provide the Requestor with the service that matches their wishes at their budget. Furthermore, we cannot guarantee the lowest-possible cost, accuracy, quality, or legality of these products. If the Requestor is not satisfied with our work product, they are not entitled to a refund.

Pre-need planning is a complex and person-specific process. We advise people to have a Will and Trust, Medical Power of Attorney, Financial Power of Attorney, Advanced Directives, and Living Wills. While we may provide access to low-cost forms or documents, we cannot guarantee their legality or the effectiveness for all individuals. We recommend that people using this information talk to their attorney. We may give advice to people about the need for purchasing funeral trusts, insurance, or pre-need services, but we cannot guarantee that the product will be the lowest cost or best investment advice.

Funeral Insider does not endorse or recommend the products of any particular service or product. Funeral Insider is not acting as your agent or as the agent of any particular service or product. You should rely on your own judgment in deciding which available service, product, terms and provider best suits your needs and financial situation. The service or product provider is solely responsible for its services to you, and you agree that Funeral Insider shall not be liable for any damages or costs arising out of or in any way connected with your use of its Services. You understand that service and product provider may keep your request information and any other information provided by Funeral Insider or received by them in the processing of your request, whether or not you make a formal

agreement with them. You agree to notify any particular service and product provider directly if you no longer want to receive communications from them.

B. Terms Applicable to All Requests for other Added Value Products and Services

Funeral Insider is not a provider of products or services and does not make any decisions in connection with the products or services offered by Providers. Funeral Insider does not endorse or recommend the products or services of any particular Provider on any of its Websites. Funeral Insider is not an agent of either you or any Provider. Funeral Insider's services are only administrative. You should rely on your own judgment in deciding which available product or service and Provider best suits your needs and financial means. The Provider is solely responsible for its services to you, and you agree that Funeral Insider shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such products or services. You understand that Providers may keep your request information and any other information provided by Funeral Insider or received by them in the processing of your request, whether or not you are qualified for the product or service with them or if you acquire a product or service with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them.

Products and services may only be made to residents of states where Providers are licensed or authorized to make such products or services available. Funeral Insider and Providers expressly reserve the right to discontinue, suspend or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide Funeral Insider is not, and is not treated as, an application for that product or service. Funeral Insider does not guarantee acceptance into any particular program or specific term or condition with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, Funeral Insider does not guarantee that the terms or rates for the products or services offered and made available by Providers are the best terms or lowest rates available in the market. A Provider's products or services may be subject to market conditions, approval and qualification. The terms and rates actually provided by Providers may be higher or lower depending on your individual financial profile, your location and other considerations. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a product or service. Providers may not offer all products or services as well as not offer products or services in all states. You may not be matched with the Provider making any specific offer.

Funeral Insider is paid a marketing lead generation fee by either the Provider or a third party "finder" (if the finder markets for or to the Provider) for the goods, facilities and services Funeral Insider provided. Your use of the Websites and/or Funeral Insider's services constitutes your agreement with this compensation arrangement. You will be responsible for paying for any cost associated with the product or service. Funeral Insider does not charge you a fee for its funeral service price comparison service.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a product through Funeral Insider to each of the Providers to whom your funeral service request is transmitted. You are also indicating that you are consenting, acknowledging and agreeing to receive important notices, disclosures and other communications ("Disclosures and Communications") in electronic form (either by email or via the Internet) as provided for in the Consent for Electronic Disclosures and Communications From Funeral Insider, Inc., or its Network of providers.

In addition, if you proceed with a funeral service request with any Provider, Funeral Insider can provide you with the Disclosures and Communications in Electronic form. You understand that you will need, and have access to an email address, Internet access and PDF software to review the Disclosures and Communications. By submitting the request containing your electronic signature, you are extending an express invitation to each Provider to contact you by telephone at the numbers (whether landline or cellular) you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number(s) are on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Providers or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. In addition, you consent, acknowledge and agree that Funeral Insider, a Provider with whom you have been matched or an associated third party may use an automatic dialing system in connection with calls made to any telephone number you entered, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. By saving your information with Funeral Insider or by doing a submission, you give Funeral Insider permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete requests, the delivery of request matches, deadlines, quality of services or other matters in connection with your request. For any product or service, you represent that all of the information you have provided in your submission and request is true and complete. You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Funeral Insider at 1-336-660-4555 or by emailing dr.jay@funeralinsider.com.

By submitting the request form, you authorize Funeral Insider to provide information that you provided or that Funeral Insider has or may receive from others to Providers or their finders, along with any additional providers necessary to complete your transaction. By submitting any eligibility form, you authorize Funeral Insider to provide your information to Providers or finders within a 50-mile radius of the ZIP code of the deceased to discuss, review or provide product or services information and opportunities. You also authorize Funeral Insider and its Providers and finders along with any additional providers necessary to complete your transaction.

5. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

All contents of the Websites are Copyrighted © 2017 Funeral Insider, 1959 N Peace Haven, #118, Winston Salem, North Carolina, U.S.A. All rights reserved.

Funeral Insider owns the copyrights to all content on this Website. The word marks "Funeral Insider" and logo, and all other product or service names or slogans displayed on the Website are federal trademarks and/or common law trademarks of Funeral Insider, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Funeral Insider. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, also belongs to Funeral Insider and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship or recommendation.

Nothing on the Websites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of the Funeral Insider or the

applicable Mark holder specific for each such use. The Marks may not be used to disparage Funeral Insider, the Providers, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Funeral Insider in writing.

6. DISCLAIMERS AND LIABILITY

Funeral Insider intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. The information is provided as a service to the general public over the age of eighteen and is subject to change without prior notice. In addition, changes and improvements to the information provided herein and are provided "as-is" without warranty of any kind, implied, expressed or otherwise. Under no circumstances will Funeral Insider be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". FUNERAL INSIDER AND/OR ITS SUPPLIERS OR PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR FUNERAL INSIDER'S SERVICES IS AT YOUR OWN RISK. FUNERAL INSIDER AND/OR ITS SUPPLIERS OR PROVIDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITES AND/OR FUNERAL INSIDER'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO FUNERAL INSIDER RECORDS, PROGRAMS OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FUNERAL INSIDER AND/OR ITS SUPPLIERS, PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

Funeral Insider and Providers may choose to electronically deliver all information related to its services and your requests. Funeral Insider and Providers' electronic communications to you may

transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, State disclosures, other terms, conditions and documents, and the privacy policies of Funeral Insider and Providers.

You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with Funeral Insider and Providers. This means that Funeral Insider and Providers may communicate with you by sending a message to the email address you provided or at another address that may be associated with you that we receive from Providers. You agree that you meet the below technical requirements and are able to access and retain copies of notices and information sent or made available electronically.

Technical Requirements

To access and retain information and notices we send or make available to you electronically, you will need:

- Internet access with 128-bit encryption
- Adobe Acrobat Reader 6 or higher
- Ability to Print Internet Explorer 6 or higher
- Netscape 8.04 and above (Use in IE mode)
- Email Access or Firefox version 1.5

You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Funeral Insider at 1-336-660-4555 or by emailing dr.jay@funeralinsider.com.

8. PRIVACY POLICY

The Funeral Insider Privacy Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received directly from you.

9. INDEMNITY

As a condition of use of the Websites and/or Funeral Insider's services, you agree to indemnify Funeral Insider and its suppliers and Providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

10. LIMITATION ON DAMAGES

In no event will Funeral Insider have any liability to you in excess of actual compensatory damages. You irrevocably waive any claim to consequential, punitive or exemplary damages.

11. LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. Funeral Insider does not operate or control in any respect any information, software, products or services available on such websites. Funeral Insider's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that Funeral Insider is not

responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

12. ERRORS AND DELAYS

Funeral Insider is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

13. REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS

The Website may contain discussion forums, blogs, review services, or other mediums in which you or third parties may post reviews of funeral planning experiences or other content, messages, materials or other items on the Website ("Interactive Areas"). If Funeral Insider provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk.

Please be aware that by submitting Content to this Website by electronic mail, postings on this Website or otherwise, including any reviews, tips, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant Funeral Insider a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (i) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (ii) use the name that you submit in connection with such Submission. You acknowledge that Funeral Insider may choose to provide attribution of your comments or reviews at our discretion. You further grant Funeral Insider the right to pursue at law any person or entity that violates your or our rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

Our Website acts as a passive conduit for any and all communication and/or distribution of information, and we do not control the content in Interactive Areas of Funeral Insider. We cannot and will not evaluate and we are not responsible for the accuracy, reliability, completeness, veracity or suitability of any Submissions or for verifying the identity of the submitting Member. Like any information, you obtain through the Internet, you should verify Submissions before acting upon them. Funeral Insider is not responsible for any losses you may incur as a result of relying on information listed in the Interactive Area, even if we were advised of the possibility of such losses.

By using any Interactive Areas, you expressly represent and warrant that you do not and will not post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

i. Any Submission that is false, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

ii. Submissions that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law,

iii. Submissions that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

- iv. Submissions that impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, including Funeral Insider;
- v. Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;
- vi. Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, and credit card numbers;
- vii. Viruses, corrupted data or other harmful, disruptive or destructive files;
- viii. Submissions that are unrelated to the topic of the Interactive Area(s) in which such Submissions are posted;
- ix. Submissions or links to Submissions that, in the sole judgment of Funeral Insider, (i) violate the previous subsections herein, (ii) are objectionable, and (iii) which restrict or inhibit any other person from using or enjoying the Interactive Areas or the Site, or (iv) which may expose Funeral Insider or its affiliates or its users to any harm or liability of any type.

Funeral Insider takes no responsibility and assumes no liability for any Submission posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, we are not liable for any statements, representations or Submission provided by its users in any review, public forum, personal home page or other Interactive Area. Although Funeral Insider has no obligation to screen, edit or monitor any of the Submission posted to or distributed through any Interactive Area, we reserve the right, and have absolute discretion, to remove, screen or edit without notice any Submission posted or stored on the Website at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Submission you post or store on the Website at your sole cost and expense.

You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information. You assume legal responsibility for and will indemnify us from, all damages incurred as a result of any of your Submissions.

Any use of the Interactive Areas or other portions of the Website in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website.

14. MANIPULATING RATINGS AND REVIEWS

Vendors (also known as Providers): We cannot, do not and will not make any comments on behalf of you or your services. As a consequence, you acknowledge that the key component and integrity of the Website is the ability of Members to leave Ratings and Reviews about you and/or your services (whether positive, neutral or negative) AND for other Members to read and evaluate those feedback reviews and make voluntary choices based upon that feedback. Therefore, in order to preserve the key component and integrity of the Website, you shall NOT:

- i. Attempt to restrict in any way a Member's right to post a review, by contract or otherwise;
- ii. Offer a Member a bribe in any form in exchange for a review;
- iii. Reuse the content of a Member feedback review from the Website on your own personal or business site, on any other third party website or on any of your own personal, business or third-party marketing or advertising materials, regardless of the form;
- iv. Attempt to increase feedback by receiving multiple feedback entries from the same member;

- v. Post or attempt to post, in any manner or by any means, a feedback review on your own account; or
- vi. Misrepresent or impersonate a Member.

15. USER FEEDBACK AND SUGGESTIONS

We welcome any comments regarding the Website. By submitting any ideas, suggestions, comments or proposals to Funeral Insider (collectively, "Feedback"), you agree that such Feedback is non-confidential and shall become our sole property, and you hereby assign all right, title and interest in such Feedback to us. To the extent rights to Feedback cannot be assigned to Funeral Insider, you hereby grant and agree to grant to us all rights needed for us to incorporate and commercialize the Feedback at no charge or encumbrance to us, to disclose the Feedback in any manner and for any reason, and to sublicense all Feedback in any form to any third party without restriction.

16. DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by Funeral Insider, or to any acts or omissions for which you may contend Funeral Insider is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") dated September 15, 2005. The arbitration shall be venued in consumer location reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under these Terms of Use, the parties shall jointly select another arbitrator. In the event the parties are unable to agree on a neutral arbitrator, the claimant may file suit in any court of competent jurisdiction solely for the purpose of requesting the appointment of an arbitrator for individual (non-class) arbitration, as provided for in Section 5 of the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND FUNERAL INSIDER WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Funeral Insider's goods, facilities and services, you consent to these restrictions. Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Funeral Insider, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Forsyth County, North Carolina. If either party employs attorneys to enforce any right in connection

with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

17. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites and any operating rules for the Websites established by Funeral Insider) constitutes the entire agreement between you and Funeral Insider and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Funeral Insider with respect to the Websites and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of North Carolina, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.