

Terms of Service:

1. GENERAL AGREEMENT

Welcome to *MeM® and Paradise Pictures, LLC*. Our website and all use of it are governed by the following Terms of Service ("TOS"). You agree that *MeM and Paradise Pictures, LLC* are not liable for any loss or damage arising from your failure to comply with the TOS. You further agree that *MeM and Paradise Pictures, LLC* shall have the right to alter or amend the TOS or any other guidelines or policies at any time, with or without advance notice to you.

2. DESCRIPTION OF SERVICE

MeM and Paradise Pictures, LLC provide users with access to on-line resources, including memorialization services, communications tools, purchasing services, and personalized content (the "Service"). Any new Service features shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that *MeM and Paradise Pictures, LLC* assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. To use the Service, you must obtain access to the World Wide Web, pay any service fees for such access, and provide all equipment necessary to make such connection.

3. REGISTRATION & PRIVACY

Before using the Service, you must provide accurate and complete information about yourself on the Service's registration form. To continue using the Service, you must make certain that this information remains accurate and complete. All information that you give us about yourself is subject to our Privacy Policy, which can be reviewed at <http://paradise.mem.com>.

4. SECURITY

You will receive a password and account name when you register. Please keep your password confidential at all times, because you are responsible for all activities that occur under your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security, and exit your account at the end of each session.

5. USE

The Service is intended for use only as provided in your Service Agreement. You agree not to use the Service for commercial purposes. You are responsible for all data, text, photographs, graphics, messages or other materials ("Content") that you post, transmit or otherwise make available ("deliver") to the Service. *MeM and Paradise Pictures, LLC* do not control the Content delivered to the Service and do not guarantee or make any representations regarding the accuracy, integrity or quality of such Content. You agree that *MeM and Paradise Pictures, LLC* are not liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of Content delivered to the Service.

You further agree that you will not use the Service:

- a. To deliver Content that is or may be deemed abusive, defamatory, hateful, obscene, prejudiced, threatening, vulgar or otherwise objectionable;
- b. To deliver Content that contains software viruses or any other code, files or programs designed to damage or disrupt any software, hardware or telecommunications equipment;
- c. To interfere with or disrupt the Service or servers or networks connected to the Service;
- d. To attempt to modify, alter, recreate or otherwise use the *MeM* website or the Service for any purpose other than as specifically permitted by your Service Agreement;
- e. To collect or store personal data about other users;
- f. To violate any applicable law or regulations;
- g. To deliver Content that any law or other obligation prohibits you from delivering;
- h. To harm or harass any person or entity.

You agree that you will not use any robot, spider, or other automatic device, or manual process to copy our website or its Content for any purpose without express written permission of *MeM*. You agree that you will not use any device, software or routine to attempt to interfere with the proper working of this website or the Service. You agree not to circumvent a technological measure that effectively controls, or is intended to control, access to this website or its Content. You agree that you will not take any action that imposes in *MeM*'s sole discretion any unreasonable or disproportionately large load on the *MeM* infrastructure. *MeM and Paradise Pictures, LLC* do not pre-screen Content, but we shall have the right in our sole discretion to reject or remove any Content that is submitted through the Service. You agree to evaluate and bear all risks associated with the use of any Content. You further agree to comply with all applicable laws of the country, state or province, and locality in which you reside regarding online conduct, acceptable Content and the transmission of technical data.

You acknowledge and agree that *MeM and Paradise Pictures, LLC* may preserve Content. Furthermore, *MeM and Paradise Pictures, LLC* may disclose Content if, in the exercise of reasonable judgment, (i) *MeM or Paradise Pictures, LLC* determines that disclosure is necessary to enforce the TOS, respond to claims that any Content violates the rights of third-parties, or protect the rights, property, or personal safety of *MeM and Paradise Pictures, LLC*, its affiliates, its users and the public or (ii) *MeM*'s legal counsel determines that appropriate legal process requires disclosure.

6. NO REPRODUCTION OR PUBLICATION

Images, text, or other information posted or found on *MeM.com* are solely for the use of users who agree to abide by *MeM.com*'s Terms of Service and privacy policy, and may not be used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of *MeM.com* and the owner of the images, text, or other information.

7. STORAGE

You acknowledge that *MeM and Paradise Pictures, LLC* may establish general practices and limits concerning use of the Service, including without limitation the number of days that memorial postings or other uploaded Content will be retained, the size of any message that may be posted, the disk space that will be allotted on *MeM*'s servers on your behalf, and the amount of time during which you may access the Service.

8. MODIFICATIONS TO SERVICE

MeM and Paradise Pictures, LLC reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. In addition, *MeM and Paradise Pictures, LLC*'s ability to provide the Service is contingent upon many factors that may be out of *MeM and Paradise Pictures, LLC*'s control, including, but not limited to, the continued availability of the internet as it presently exists or other technologies that may be available in the future that would allow for the continuation of such Service in essentially the same manner as they are provided today. You agree that *MeM and Paradise Pictures, LLC* shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service for any reason.

9. TERMINATION

You agree that *MeM and/or Paradise Pictures, LLC*, in its sole discretion, may terminate your password, account or use of the Service, and may remove and discard any Content within the Service if *MeM and/or Paradise Pictures, LLC* believes that you have violated the terms of your Service Agreement or the letter or spirit of the TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that *MeM and Paradise Pictures, LLC* may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. You further agree that *MeM and Paradise Pictures, LLC* shall not be liable to you or any third-party for any termination of your access to the Service pursuant to this Section.

10. ADVERTISERS

Your communication and interaction with advertisers found on or through the Service are solely between you and such advertiser. You agree that *MeM and Paradise Pictures, LLC* are not liable for any loss or damage of any sort incurred as the result of the acts or omissions of such advertisers.

11. LINKS

The Service may provide, or third parties may provide, links to other World Wide websites or resources. You acknowledge and agree that *MeM and Paradise Pictures, LLC* have no control over such sites and resources and is not responsible for the availability or Content of such external sites or resources. You further acknowledge and agree that *MeM and Paradise Pictures, LLC* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

12. DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. *MeM and Paradise Pictures, LLC* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

b. *MeM and Paradise Pictures, LLC* MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM *MeM and Paradise Pictures, LLC* OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

13. LIMITATION OF LIABILITY

You understand and agree that *MeM and Paradise Pictures, LLC* are not liable for any direct, indirect, incidental, special, consequential or exemplary damages (even if *MeM and Paradise Pictures, LLC* have been advised of the possibility of such damages) resulting from: (i) your use or inability to use the Service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; or (iv) any other matter relating to the Service.

14. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of Sections 12 and 13 may not apply to you.

15. TRADEMARK INFORMATION

MeM, the *MeM* logo, *Making Everlasting Memories®*, *Everlasting Memorial*, and other *MeM* logos and product and service names are trademarks of *Making Everlasting Memories, L.L.C.* You agree not to display or use in any manner any of these without our prior written permission.

16. INDEMNITY

You agree to indemnify, defend, and hold *MeM and Paradise Pictures, LLC*, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand or loss made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of the rights of any other person or entity.

17. GENERAL INFORMATION

The TOS, your Service Agreement, and the relationship between you and *MeM and Paradise Pictures, LLC* shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. The failure of *MeM and/or Paradise Pictures, LLC* to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

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