

# ArchiveME Terms of Service and User Agreement

*Last updated September 14, 2023*

Please read these Terms of Service and User Agreement (the "Terms") carefully before using the <https://www.ArchiveME.app> websites and mobile applications (the "Service") operated by ArchiveME, Inc. ("us", "we", "our" or "ArchiveME"). The Terms also include the 'ArchiveME Privacy Policy', which is posted on our website.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. Your registration for and/or use of the Service shall be deemed to be your agreement to abide by these Terms, including any requirements or policies available on ArchiveME's website incorporated by reference herein, including but not limited to ArchiveME's Privacy Policy. These Terms apply to all visitors, users and others who access or use the Service and constitute the entire agreement between you and us. There may be times when we offer a service or product that has its own written terms and conditions that apply in addition to these Terms ("Additional Terms"). In those cases, the Additional Terms will control to the extent there is a conflict with these Terms, unless the Additional Terms state otherwise. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

THESE TERMS CONTAIN WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR POTENTIAL LIABILITY TO YOU. PLEASE READ THESE TERMS IN THEIR ENTIRETY. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access the Service.

## **License and Restrictions**

1. ArchiveME hereby grants you a non-exclusive, non-transferable, limited, revocable, worldwide right to use the Service during the term of your subscription, solely for your own internal, non-commercial purposes, subject to these Terms. All rights not expressly granted to you are reserved by ArchiveME and its licensors.
2. You agree not to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) embed the Service as a frame from within another application; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build

a product using ideas, features, functions or graphics that are similar to those related to the Service, or (c) copy any ideas, features, functions or graphics of the Service.

3. You agree not to: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, or ArchiveME's website; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on ArchiveME's infrastructure.

## **Content You Own**

- 1) You own the rights to all content you submit to your ArchiveME journal(s) until your death submission by your executor. The purpose of ArchiveME is to preserve your digital legacy for the history of humanity. Anything secured in your digital vault will not be subject to historical archiving and will only be available for a limited time (60 days max, user can download and keep whatever content they need from your vault) for your predecessors/executor.
  - a) You create your timeline and content. You own the rights at this time and can EDIT/DELETE/ADD whatever content you want. Ensure that this content is what you want for your digital afterlife.
  - b) Upon USER death, the EXECUTOR of the USER's profile will verify end of life and release the profile and it's contents to ARCHIVEME. Upon verifying USER's death, EXECUTOR will also gain access to USER's vault content for up to 60 day(s). Any specific last words will automatically be sent to each corresponding individuals.
- 2) You are responsible for the content that you post to the Service, including its legality, reliability, and appropriateness.
- 3) You represent and warrant that: (i) the content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

## **ArchiveME Executorship Program**

ArchiveME has created a unique program in order to preserve your digital afterlife and also to ensure that your predecessors and kin have access to the necessary digital documents needed to execute your last wishes.

- 1) How the EXECUTOR program works
  - a) ArchiveME will be selected as DEFAULT for your Executor if you do not have one or choose one upon account creation. Once an executor is chosen, they will receive an email from ArchiveME and will have 3 days to either accept or reject the position. If they fail to accept, ArchiveME will be auto-selected as your EXECUTOR. You can change it at anytime.
  - b) Once the USER is deceased, the EXECUTOR can submit a verification request through ArchiveME. An EMAIL, TEXT, and APP NOTIFICATION will autogenerate to USER's profile information for authentication. If this was made in error or by an untrustworthy EXECUTOR, the USER will have time to cancel verification and/or select a new EXECUTOR. Verification will be under REVIEW for 7 business days by ArchiveME in which time if USER is still alive, they can challenge the verification process and select a new EXECUTOR.
  - c) After ArchiveME verifies USER is deceased, USER's vault content will then be released.
    - i) Executor will have access to LIVING WILL
    - ii) Last Words will automatically send to each corresponding recipient
    - iii) Password keeper will be released to EXECUTOR
    - iv) Vault Content will be available to EXECUTOR for 60 day(s), then all content will be deleted. Executor will have the option to download any pertinent information.
  - d) USER's Timeline will then be owned by ArchiveME to preserve and archive their digital afterlife for future generations.
  - e) Automatic emails will be sent out to USERS and EXECUTORs at the average lifespan expectancy of individuals per their country or origin. Using this data table <https://www.worldometers.info/demographics/life-expectancy/> ArchiveME will send out verifications, if USER does not send a rebuttal for verification, ArchiveME will assume USER is deceased and perform EXECUTOR functions.

## **Content ArchiveME Owns (Intellectual Property)**

- 2) ArchiveME (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service and its original content (excluding content entered into journals by users), features, functionality, and any aggregated metrics, data and trends compiled by or for ArchiveME.

- 3) The ArchiveME name, the ArchiveME logo, and the product and service names associated with the Service are trademarks of ArchiveME or third parties, and no right or license is granted to use them hereunder.
- 4) Our trademarks, copyrighted material (including questions), and trade dress may not be used in connection with any product or service without the prior written consent of ArchiveME.
- 5) ArchiveME appreciates hearing from you, as well as our other users, and welcomes your comments and feedback regarding our Service. If you send us creative suggestions, questions, ideas, other ideas, drawings, concepts, feedback or other information (collectively, the "Submissions"), such Submissions will be the property of ArchiveME. In addition, none of the Submissions will be subject to any obligations of confidentiality and ArchiveME will not be liable for any future use or disclosure of such Submissions.
- 6) ArchiveMe shall own all the rights associated with the historical preservation of your digital legacy and the future distribution of that information.

## **Possible Cell Carrier Fees**

1. ArchiveME is not responsible for any text-message or data related costs you or any user on your account incur through the use of the service. Not all cell phone plans have free / unlimited texting so please check your plan details carefully prior to signing up for the Service.

## **Products or Services**

1. We reserve the right, but are not obligated, to limit the sales of our products or Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.
2. We reserve the right to limit the quantities of any products or services that we offer.
3. All descriptions of products or product pricing are subject to change at anytime without notice, at ArchiveME's sole discretion.
4. We reserve the right to discontinue any product at any time.
5. Any offer for any product or service made on this site is void where prohibited.
6. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

7. Prices for our products and services are subject to change without notice.
8. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof). In the event of a discontinuance of Service, ArchiveME will use its best efforts to provide 60 days notice prior to a discontinuance of service, communicating via email. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **Billing and Account Information**

1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
2. Your credit card information will be stored and used by Google and Apple subscriptions and can be modified or cancelled at anytime.
3. You agree to provide current, complete and accurate purchase and account information for all purchases made on our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **Canceling Your Subscription**

1. If you decide to cancel your subscription, you can do so through Google Play or Apple Subscription Services.

## **Sales Tax**

1. In addition to the cost of this membership, You agree to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible.

## **Closing Your Account**

You may request that ArchiveME close your account. ArchiveME's account closure policy is as follows:

To safeguard against mistaken account deletions, ArchiveME's policy is to remove all personally identifiable information from the account holder, other

than phone number, rather than deleting all content, so that an account could be restored at a future date without loss of content. Upon receipt of a second request from you to specifically delete your content, ArchiveME will acknowledge and perform your request.

## **Errors, Inaccuracies, and Omissions**

1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
2. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **Advertisements and Other Commercial Content Served by ArchiveME**

ArchiveME, from time to time, may deliver advertising and other commercial or sponsored content on its platform, via text message, website, email, or other means, that we feel is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. We do not give your content or information, including any personally identifiable information, to advertisers without your consent.
2. You understand that we may not always identify paid services and communications as such.

## **Modification & Limitation of Service**

1. You agree that ArchiveME may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation the maximum number of journal entries and photos that may be sent from an account, the length of journal entries, and the maximum number of photos contained within an account/journal.
2. You agree that ArchiveME has no responsibility or liability for the failure to store any content transmitted by or through the Service. You

agree that ArchiveME has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **Prohibited Uses**

In addition to other prohibitions as set forth in these Terms, you are prohibited from using the site or its content for any of the following:

1. for any unlawful purpose;
2. to solicit others to perform or participate in any unlawful acts; to upload, post, order books for print, email or otherwise transmit material that provides instructional information about illegal activities;
3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
4. to upload, post, order books for print, email or otherwise transmit any material that infringes upon or violates our intellectual property rights or the intellectual property rights of others;
5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. to harm minors in any way; this may include, but is not limited to, uploading, posting, ordering books for print, emailing or otherwise transmitting or communicating any content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
7. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
8. to collect or track the personal information of others;
9. to provide any information to us that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose;
10. to spam, phish, pharm, pretext, spider, crawl, or scrape;
11. to upload, post, order books for print, email or otherwise transmit or any material for any obscene or immoral purpose, in each case as determined by us in our discretion; or
12. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating the terms and conditions herein.

## **Accessing Your Account**

1. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.
2. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **Links To Other WebSites**

1. Our Service may contain links to third-party web sites or services that are not owned or controlled by ArchiveME.
2. ArchiveME has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that ArchiveME 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 web sites or services.
3. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination of this Agreement**

1. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
2. Upon termination, your right to use the Service will immediately cease.
3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate Service at any time without notice and you will remain liable for all amounts due up to and including the date of termination, and we may deny you access to our Services (or any part thereof).

## **Indemnification**

You agree to defend, indemnify and hold harmless ArchiveME and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses,



liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) your content posted on the Service.

## **Limitation Of Liability**

IN NO EVENT SHALL ARCHIVEME, OR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, LICENSORS OR AFFILIATES, BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (III) ANY CONTENT OBTAINED FROM THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; OR (B) DAMAGES HEREUNDER IN EXCESS OF THE AGGREGATE AMOUNTS YOU HAVE PAID TO ARCHIVEME FOR THE SERVICE.

## **Disclaimer**

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE.
2. ARCHIVEME, ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT WARRANT THAT (A) THE SERVICE WILL FUNCTION UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; (C) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

## **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## **Governing Law; Jurisdiction; Venue**

1. These Terms shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, United States, without regard to its conflict of law provisions. You consent to exclusive venue and jurisdiction for actions concerning or relating to these Terms in the federal or state courts of Massachusetts, Suffolk County. In any action to interpret or enforce these terms, the prevailing party shall be awarded all court costs and reasonable attorneys' fees it incurs. You submit to the jurisdiction of said courts and waive any defense of forum non conveniens and agree to waive all rights to jury trials. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes, Assignment**

1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time by posting updated terms on our website, found at this URL.
2. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.
3. Please review the website periodically for changes. If you do not agree to any or all posted changes, please do not continue to access or use ArchiveME Products and Services.
4. These Terms may not be assigned by you without the prior written approval of ArchiveME, but may be assigned without your consent by ArchiveME to (i) a parent, subsidiary or other affiliate, (ii) an acquirer of ArchiveME's assets, or (iii) a successor by merger, consolidation, stock sale or similar transaction. Any purported assignment in violation of these Terms shall be void.

## **Contacting Us**

If you have any questions about these Terms, please contact us at [contact@archiveme.app](mailto:contact@archiveme.app).