

Terms

MissUmuch.com LLC. (and its affiliates) (“MissUmuch”, “us” or “we”) welcomes you (the “User(s)” or “you”) to our website at: www.missUmuch.com (and its subdomains) (the “Site”), which offers general information regarding MissUmuch.com and its Services, which provides an online platform for dealing with aspects of loss (the “Services”, as further defined below). Each of the Site’s Users may use it in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site and by entering, connecting to, accessing, using, installing and/or downloading the App on your mobile phone, device or tablet that you own or control, you acknowledge that you have read and understood the following terms of use, including the terms of our [Privacy Policy](#). (the “Privacy Policy”) (collectively, the “Terms”), and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and/or the App, and you acknowledge that these Terms constitute a binding and enforceable legal contract between MissUmuch.com and you. If you do not agree to these terms, please do not enter to, connect to, access or use the Site and/or the App in any manner, do not install the App and/or promptly uninstall the App from your mobile phone, device or tablet that you own or control.

Our App (and the related Services) are available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law. Therefore, you hereby represent and warrant that you are of legal age in your jurisdiction to form a binding contract and that you possess the legal authority and capacity to enter into these Terms, to use the Services in accordance with these Terms, and to fully perform your obligations hereunder.

Or, to put it another way: These Terms govern your use of our Site and App and Services and constitute a binding and enforceable legal contract between MissUmuch and you. If you are under the age of 18 or do not meet all these

eligibility requirements, you can't access or use our Site or App or use our Services.

2. The Services

MissUmuch offers an online platform for dealing with loss, through which you can, among other things, receive guidance on what steps you should take and how to deal with the different tasks that are part of dealing with the loss of a loved one. Choosing to use the Services, you will receive consultation, recommendations, support and tools for performing such steps and receive comprehensive information related thereto (the "Platform").

The Site and the App also provide comprehensive information regarding MissUmuch including, *inter alia*, an overview of, and news regarding MissUmuch and the Services, and so forth, including any other content related thereto, such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site and the App, algorithms, source and object code, interface, GUI, interactive features and related graphics, illustrations, drawings, animations, and other features obtained from or through the Site and the App (collectively, the "Content").

The Site and/or the App may include the sending of push notifications, messages, emails and alerts via various means of communication.

(Collectively: the "Service(s)")

All rights in and to the Content available on the Site and/or the App are reserved to MissUmuch. To the extent legally permissible, the Site and/or the App and/or the Content and/or the User-Generated Content available therein are provided on an "as-is" and "as available" basis. MuchUmuch will not be liable for any damages or loss incurred by you or any other person as a result of or in connection with your use of the Site and/or the App and/or the Services and/or the Content and/or the User-Generated Content available therein.

The Site and/or The App and/or the Services are provided for informational purposes only and are not intended to constitute professional advice, including without limitation legal, tax, financial or health advice. Your use of the Services (including the Site, the App, the Content and/or the User-Generated Content available therein) and your reliance on any information available to you as part of the Services (including any materials, advice or recommendations provided to you) is entirely at your own risk. For the avoidance of doubt, Empathy is not liable for any recommendations its representatives provide to the Users.

Please note that we cannot fully promise that we will have backups for any data processed by us as part of providing the Services, and as such, you are solely responsible for backing up such data (which includes any data you upload to the App and your account as part of the Vault service). We are not providing any archive services for storing such data. In addition, we shall not be responsible for any unauthorized access, use or other security intrusions, failure to store, and any other damage or loss to such data. We cannot guaranty the confidentiality of any information or data you submit to us.

All User-Generated Content is supplied to MissUmuch by the relevant User, is not verified by MissUmuch and does not bind MissUmuch in any form.

We reserve our right to refuse provision of the Services to anyone, for any reason or for no reason, all subject to applicable law.

Or, put briefly, a few things are important to note here:

1. Use of the Site, App, and/or the Services are at your sole risk. The Site and/or the App (including all related Services) are provided “as-is” and “as available” basis and our legal liability to you is limited;

2. the Site and/or the App (including all related Services) are provided for informational purposes only, and should never be construed or be used as a substitute for legal, tax, financial, health or other professional advice. Laws differ by state and country and we cannot guarantee the accuracy of this information for your particular situation. You should consult an experienced

attorney, tax professional, financial advisor or health professional concerning your specific situation.;

3. The Services are provided without warranties of any kind, whether express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, non-infringement or course of performance. We do not warrant the accuracy, completeness, or usefulness of the information provided via our Site, App or Services. ; and,

3. while we strive to provide effective security safeguards and storage services, we can't promise 100% security and error-free use of our Services. That's why we recommend backing up any important data you have and not relying solely on MissUmuch.

You hereby acknowledge and agree that you may be charged for internet, maintenance of network connection and data usage charges made through use of the Site and/or the App, according with the applicable rates charged by your respective third-party internet and data usage service provider as may be from time to time.

3. Registration and User Account

In order to use the App, you must download the App from the applicable mobile application marketplace.

In order to use the Services, you must register and create an account (the "Account") using a mobile phone number, as further detailed in our Privacy Policy. When you create an Account with us, you represent and warrant that you are over the age of 18, that you are of legal age in your jurisdiction to form a binding contract, that you possess the legal authority and capacity to enter into these Terms and to form a binding agreement under any applicable law, to use the Services in accordance with these Terms, and to fully perform your obligations hereunder. You represent and warrant that the information you provide us is accurate, complete, and current at all times and that you are legally authorized to disclose such information to us. Inaccurate, incomplete,

or obsolete information may result in the immediate termination of your Account.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer, mobile device and/or Account. You agree to accept responsibility for any and all activities or actions that occur under your Account and/or password. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of MissUmuch. You must notify us immediately of any unauthorized use of your Account or any other breach of security, and in such event you must change your password immediately via the settings in the App. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms (i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security).

If you wish to cancel and remove your Account, please use the applicable functionality within the App or send us an email of your request to: Christine@driveinmemorials.com. Your Account will terminate within a reasonable time period following your request, and from that date of termination you will no longer be able to access your Account.

Canceling your account may cause the loss of certain information you provided to us (including documents you uploaded as part of your use of the Vault service) and/or the capacity of your account. We do not accept any liability for such loss.

In order to use the Services, you acknowledge and agree that you will be required to provide MissUmuch with certain information, including personally identifiable information. You expressly acknowledge and agree that in order for MissUmuch to provide the Services, MissUmuch may have to access

and/or use the information you provided to MissUmuch. A comprehensive explanation regarding the information that we collect from our Users appears in our Privacy Policy.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Use Restrictions

There are certain activities and kinds of conduct that are strictly prohibited when using the Services. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at MissUmuch's sole discretion) in the termination of your use of the Services and may also expose you to civil and/or criminal liability.

You may not (and you may not permit any third-party to) unless otherwise explicitly permitted under these Terms: (a) use the Site and/or the App and/or the Content and/or the User-Generated Content for any illegal, immoral, unlawful and/or unauthorized purposes(including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (b) use the Site and/or the App and/or the Content and/or the User-Generated Content for non-personal or commercial purposes without MissUMuch's express prior written consent; (c) Frame or utilize framing techniques or caches to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the Site or App or remove or disassociate, from the Content and/or the Site and/or the App and/or the User-Generated Content any restrictions and signs indicating proprietary rights of Empathy or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©, ™, or ®), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider or crawler, or any search or retrieval application, or use other manual or automatic device,

process or method to access the Site and/or the App and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site and/or the App or the servers or networks that host the Site and/or the App, or disobey any laws, regulations, requirements, procedures or policies of such servers or networks; (f) impersonate or attempt to impersonate, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that MissUMuch endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Services; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site and/or the App or the server on which the Site or App is stored, or any server, computer, or database connected to the Site or the App; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by MissUmuch on or through the Site and/or the App, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content and/or User-Generated Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use of, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to MissUmuch's proprietary rights, including MissUmuch's Intellectual Property (as such term is defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content and/or use-generated Content on any other site or networked computer environment for any purpose without MissUmuch's prior written consent; (l) create a browser or border environment around MissUMuch's Content (no frames or inline linking is allowed); (m) sell, license or exploit for any commercial purposes any use of or access to the Site and/or the App and/or the Content and/or the User-Generated Content; (n) frame or mirror any part of the Site and/or the App without MissUmuch's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content and/or User-Generated Content from the Site and/or the App; (p) transmit or otherwise make available in connection

with the Site and/or the App any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other actually or potentially harmful, disruptive or invasive code or component; (q) use the Services for any purpose for which the Site and/or the App and/or the Services are not intended; (r) infringe and/or violate any of the Terms; (s) transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation ; and/or (t) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, the App, and/or the Services, or which, as determined by us, may harm us or users of the Site, App and/or Services or expose them to liability.

In short: You must comply with the law and these Terms, and you promise not to use our Services for any unlawful and/or unauthorized purposes.

5. Privacy Policy

We respect your privacy and are committed to protecting the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site and/or the App. Our policy and practices and the type of information collected are described in detail in our Privacy Policy, which is provided hereinafter. If you intend to connect to, access or use the Site, you must first read and agree to the Privacy Policy.

6. User-Generated Content

As long as the User-Generated Content is subject to the applicable copyright law, such User-Generated Content shall remain, at all times and to the extent permitted by law, the sole and exclusive property of the User.

You represent and warrant that you are the rightful owner of the User-Generated Content that you have (and will continue to have) all the necessary licenses, rights, consents and permissions from the rightful owners

of such User-Generated Content and that such User-Generated Content does not infringe any third party's intellectual property rights or other rights (including, without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights).

It is the user's responsibility to obtain any and all forms of consent required under any applicable laws regarding the posting of any personal information of others that is part of the User-Generated Content, and to adhere to any applicable laws regarding such information.

Except as expressly permitted herein, you expressly agree that the User-Generated Content will not include any unsolicited promotions, advertising, contests or raffles.

You agree that you will not post or upload any User-Generated Content containing content that is unlawful for you to possess, post or upload in the country in which you reside, or that would be unlawful for MissUmuch to use or possess in connection with the Site (including but not limited to any content that is defamatory, libelous, pornographic, indecent, harassing, threatening, discriminatory, abusive or fraudulent).

Although MissUmuch has no obligation to screen, edit or monitor any of the User-Generated Content, MissUmuch explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User-Generated Content available on the site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User-Generated Content you post at your sole expense.

When you upload, post, publish or make available any User-Generated Content on the App, you grant to MissUmuch and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, fully sub-licensable and worldwide license to use, reproduce, distribute, transmit, create derivative works of, display, copy and perform that User-Generated Content, along with the name that you submit in connection with such User-Generated Content, in connection with the Site and/or the

Services, whether through the internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future; MissUmuch may publish and use any User-Generated Content without the User's prior consent. You hereby agree and understand that you will not be entitled to prevent any transfer of User-Generated Content to any third party. MissUmuch shall not bear any liability for any use by any third party of the User-Generated Content. In addition, you hereby explicitly waive any moral right you may have in and to the User-Generated Content and forever waive and agree not to claim or assert any entitlement to any and all moral rights in any of the User-Generated Content.

MissUmuch takes no responsibility and assumes no liability for any User-Generated Content uploaded, posted, published or made available by you or any third party in the App, or for any loss or damage thereto, nor is MissUmuch liable for any mistakes, defamation, libel, falsehoods, obscenities or pornography you or any other third party may encounter via the Site.

To put briefly: If you upload any proprietary materials to the site, this is your responsibility. Please make sure that you respect the proprietary and privacy rights of any third party and that you will not upload any unlawful content.

8. Misconduct and Copyright Violation

MissUmuch respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you believe that any Content in the Site (including User-Generated Content) is violating your privacy rights and/or is inappropriate, offensive or contains pornography, please send us a notification of such infringement containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity, and information sufficient to permit MissUmuch to locate the material; (iv) information that will allow MissUmuch to contact you, including your address, telephone number, or email address; (v) A statement that you believe that the disputed use is not authorized by

the copyright owner, its agent, or the law ; (vi) 6. A statement by you at the bottom of your notification exactly as follows: "I hereby declare, under penalty of perjury, that the above information is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.

Please send us the notification as follows:

MissUmuch.com LLC.

7207 Bradford Ct.

Justice, IL 60458

Email: christine@driveinmemorials.com

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of terminating accounts and/or pursuing other remedies, at our sole discretion, if we suspect that the account holder has infringed our intellectual property rights or any third party.⁹ Intellectual Property Rights

Subject to the terms hereof, MissUmuch hereby grants to you, and you accept, a personal, nonexclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license (i) to download and use the site on your authorized mobile phone, device or tablet that you own or control, solely for the limited purpose of using the site for your internal non-commercial use and for no other purpose, strictly in accordance with the Terms, the applicable Usage Rules (defined below) and applicable law; and (ii) to use the Services and the Content provided on the Site in accordance with the terms contained in this Agreement.

The Site and/or the App and the Content and MissUmuch's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or

not registered or capable of being registered (collectively, “Intellectual Property”), are owned by and/or licensed to MissUmuch and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by MissUmuch and its licensors.

These Terms do not convey to you an interest in or to MissUMuch’s Intellectual Property, but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of MissUmuch’s Intellectual Property under any law.

To the extent you provide any feedback, comments or suggestions to MissUmuch regarding the Site and/or the App and/or the Services (the “Feedback”), MissUmuch shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of MissUMuch’s current or future products, technologies or services and to use such Feedback for any purpose, all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require MissUMuch to comply with any additional obligations with respect to any of MissUmuch’s current or future products, technologies or services that incorporate any Feedback.

MissUmuch has no obligation to provide upgrades or new releases of the Site and under these Terms.

Which is to say: We own the Site, and any related Content and have an exclusive and unlimited right to use any feedback you provide about our Services. You are allowed to use the Site, and the Services only in accordance with these Terms.

9. Linking to the MissUmuch Site and Links to Third-Party Sites

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site, so long as the link does not state or imply any

connection or approval of your website, products and/or services by MissUmuch and does not portray Missumuch in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to the MissUmuch Site, you represent that your site does not contain content that is unlawful or offensive or that infringes third-party rights. However, we do not permit framing or inline linking.

Certain links provided within the Site permit our Users to leave the Site and enter non-MissUmuch sites or services. These linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of MissUmuch, and MissUmuch is not responsible for the availability of such external sites or services. MissUmuch does not endorse, and is not responsible or liable for, any content, including but not limited to content advertising, products or other information, on or available from such linked sites and services or any link contained in such linked sites or services. In addition, MissUmuch is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. MissUmuch reserves the right to terminate any link at any time. You further acknowledge and agree that MissUMuch 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 services, content, products or other materials available on or through such linked sites or resources. Most of these linked sites and services provide their own legal documents, including terms of use and privacy policies, governing the use thereof. It is always advisable, and we encourage you, to read such documents carefully before using those sites and services, *inter alia*, in order to know what kind of information about you is being collected.

Which is to say: If your site does not contain unlawful or offensive content, you are welcome to properly link to our Site. Also, we have no control over third parties' sites and won't be liable for any issues that may result from your use of them. We advise you to read carefully their terms of use and privacy policies, which govern your use of such sites.

10. Social Media Features

The Services may include social sharing and posting features and other integrated tools (for example the Facebook “Like” and “Share” buttons, sharing and posting content via Twitter, YouTube, Facebook, Google+ and email, etc.) (the “Social Features”).

The Social Features are operated by or allow for social integration with certain third-party social networks or third-party platforms (“Social Network” or “Social Network Platform”). These are created and maintained by third parties that are not affiliated with and/or controlled by MissUMuch. If you enable this integration, your use of the Social Features is subject to the applicable third-party Social Network or Social Network Platform’s terms of use and privacy policies. If you do not agree to the practices described in such terms, you should disable the App’s integration with such Social Networks or Social Network Platforms; however, you may find that you are not able to enjoy all of the features available on our Services. MissUmuch is not responsible and has no liability for your use of such Social Networks or Social Network Platforms.

11. Special provisions relating to Third-Party Components

The Site and may use or include third-party software, files and components that are subject to open source and third-party license terms (“Third Party Components”). Your right to use such Third-Party Components as part of, or in connection with, the Site and is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third-Party Components and these Terms, the licensing terms of the Third-Party Components shall prevail in connection with the related Third-Party Components. These Terms do not apply to any Third-Party Components accompanying or contained in the Site and, and MissUmuch disclaims all liability related thereto. You acknowledge that MissUmuch is not the author, owner or licensor of any Third-Party Components, and that MissUmuch makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third-Party Components. Under no circumstances shall the Site and/or the App or any

portion thereof (except for the Third-Party Components contained therein) be deemed to be “open source“ or “publicly available“ software.

Put simply: Like any software, our Site may contain Third-Party Components, whose use is subject to the license terms of those components.

12. Availability

The Services' availability and functionality depends on various factors, such as communication networks. MissUmuch does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, nor that it will be immune from unauthorized access or error-free.

13. Changes to the Site

MissUmuch reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Site(or any part thereof, including but not limited to the Services provided and the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided on the Site may be changed, extended in content or form, or removed at any time without any notice to you. You agree that MissUmuch shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or the Content included therein. You hereby agree that MissUmuch is not responsible for any errors or malfunctions that may occur in connection with performing such changes.

If MissUmuch supplies to you any updates, upgrades or new versions (“Updates“) according to its then-current policies, it may include automatic updating or upgrading with or without any additional notice to you, and the Terms will govern any such Updates, unless these are accompanied by a separate license agreement, which will prevail, and all references herein to the site shall include such Updates. For clarity, MissUmuch has no obligation to provide Updates.

Bottom line here: We may change, discontinue or upgrade the Site and/or the App at any time without being liable for any issues that may result from such a change.

14. Disclaimer of Warranties

To the fullest extent legally permissible, the Site and/or the Content and/or the User-Generated Content and/or the Services are provided on an “as-is” and “as available” basis, and MissUmuch, including its vendors, officers, shareholders, sub-contractors, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers (collectively, “MissUmuch’s representatives”), disclaim all warranties of any kind, express, implied or statutory, relating to the Site and/or the Services, including but not limited to , warranties of title, implied warranties of use, merchantability, fitness for a particular purpose, non-infringement or course of performance. You may have additional consumer rights under your local laws that this agreement cannot change.

The Site and/or the Services are provided for informational purposes only and should never be construed or be used as a substitute for legal, tax, financial, health or other professional advice. Laws differ by state and country and we cannot guarantee the accuracy of this information for your particular situation. You should consult an experienced attorney, tax professional, financial advisor or health professional concerning your specific situation. MissUmuch and MissUMuch’s representatives do not, either expressly or implicitly in any manner, assume any responsibility for any loss or damages incurred as a result of, or in connection with, the use of the Site and/or the Services or any decision made or action taken or not taken in reliance on the Site and/or the App and/or the use of the Services (including, without limitation, the Helpline service). MissUmuch does not guarantee that any of the User’s needs will be fulfilled.

Please note that we cannot fully promise that we will have backups for any data processed by us as part of providing the Services, and as such, you are solely responsible for backing up such data (which includes any data you upload to the App and your Account as part of the Vault service). We are not providing any archive services for storing such data. In addition, we shall not

be responsible for any unauthorized access, use or other security intrusions, failure to store or any other damage to or loss of such data.

All User-Generated Content, including, but not limited to, descriptions, deals and commodities offered via the site, is supplied to MissUmuch by the relevant User, is not verified by MissUmuch and does not bind MissUmuch in any form. In any case where such User-Generated Content contradicts or is inconsistent with information provided to you by another User of the App directly, only information supplied by such User directly shall prevail.

We do not warrant that (i) the use and operation of the Site is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects, worms, other harmful components or other program limitations, (ii) MissUmuch will correct any errors or defects in the Site, (iii) the Site will be interoperable or compatible with your device, other software, hardware, or any equipment, and MissUmuch's representatives are not responsible for any losses suffered resulting from interoperability or compatibility problems. We do not make any representation regarding the use, inability to use or operate, or the results of the use of the Site and/or Content and/or User-Generated Content available thereon or through the Site (including that the results of using the Site will meet your requirements).

MissUmuch and MissUmuch's representatives disclaim all warranties and conditions with regard to the use of the Site, including but not limited to the availability, reliability or quality of the Site, and are not and shall not be responsible for any error, fault or mistake related to any Content or information displayed within the Site.

We are not responsible and have no liability for any item or service provided by any person or entity other than MissUmuch.

We are not responsible for any consequences to you or others that may result from technical problems (including without limitation in connection with the internet, such as slow connections, traffic congestion, overload of servers, delays or interruptions) or any telecommunications or internet providers.

You agree that the use of the Site and/or the Content and/or the User-Generated Content is entirely at your own risk.

Inasmuch as some jurisdictions do not allow the exclusions or limitations set forth herein, the full extent of the above exclusions and limitations may not apply.

What we want to say here: Our legal liability to you is limited, as the Site (including all related Services) are provided “as is” and “as available” and for informational purposes only, and should never be used as a substitute for a professional advice. Also, while we strive to provide effective security safeguards and storage services, and are constantly improving our capabilities, we can’t promise 100% security and error-free use of our Services. That’s why we recommend backing up any important data you have and not relying solely on Empathy. We cannot guaranty the confidentiality of any information or data you submit to us.

15. Limitation of Liability

To the maximum extent legally permissible, in no event shall MissUmuch, including MissUmuch’s representatives, be liable for any damages whatsoever, including but not limited to: direct, indirect, special, punitive, exemplary, incidental or consequential damages of any kind, under any legal theory (including without limitation contract, negligence, tort or strict liability), including without limitation loss of goodwill, profits, or data and business interruption resulting from or arising out of (i) the use or inability to use the Site and/or the Services and/or the Content, (ii) the failure of the Site to perform as described or expected, (iii) any unauthorized access to, use of or other security intrusions regarding the data processed by us as part of providing the Services, (iv) the performance or failure of MissUmuch to perform its duties under these Terms (including by breach of warranty, guarantee or condition), and/or (v) any other act or omission of MissUmuch or MissUmuch’s representatives by any other cause whatsoever, regardless of whether MissUMuch (or MissUmuch’s representatives) has been advised of the possibility of such damages.

In any case, without limiting the generality of the foregoing and to the maximum extent legally permissible, MissUmuch and MissUmuch's representatives' total aggregate liability for all damages or losses whatsoever arising hereunder or in connection with your use or inability to use the Site and/or the Services or the Content shall be limited to the amount actually paid by you, if any, to MissUmuch for use of the Site and or US\$1.00, whichever is greater. The limitation of liability provisions that apply to any responsibilities of the applicable platform provider are set forth in their applicable usage rules. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from us or from MissUmuch's representatives.

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

In other words: As we have already mentioned, our legal liability to you is limited.

16. Indemnification

You agree to defend, indemnify and hold harmless MissUmuch and MissUmuch's affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, attorneys, licensors, suppliers, successors, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, debts and expenses (including but not limited to attorneys' fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or the Content and/or the User-Generated Content and/or the Services; (ii) your violation of any of these Terms; (iii) your violation of any third-party rights, including without limitation any intellectual property rights or privacy rights of such third parties with respect to your use of the Services; and (iv) any damage of any sort, whether direct, indirect, special or consequential, that you may cause to any third party with relation to the Site and. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

Or, to put it simply: You will reimburse us for any loss we suffer that is tied to your use or misuse of the Site and (including all related Services), violation of these Terms or infringement of any third party's rights.

17. Termination or Suspension

These Terms shall remain in effect until terminated as set forth herein.

Your failure to comply with the provisions of these Terms shall terminate your license and these Terms. In the event of your failure to comply with these Terms, MissUmuch may immediately temporarily or permanently limit, suspend or terminate your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Services, you may terminate these Terms at any time by visiting our site and stopping your use thereof, and this will be your sole remedy in such circumstances. Upon termination of these Terms: (i) the license and all other rights granted to you hereunder will automatically terminate, (ii) you must immediately cease all use of the Services, delete and destroy all copies of the site in your possession or control and so certify to MissUmuch if required by it, and (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

Additionally, MissUmuch may at any time, at its sole discretion, cease the operation of the Services or any part thereof temporarily or permanently, delete any information from the Site, or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or

providing any information, content or features therein, without giving any prior notice. You agree and acknowledge that MissUmuch does not assume any responsibility with respect to or in connection with the termination of the Site's operation and loss of any data.

We note that we can suspend access to your Account if we believe, at our sole discretion, that one (or more) of the following events has occurred: (a) there is a risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of MissUmuch, its Users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account. In the event that we will determine, at our sole discretion, that the reason for the suspension of access to your Account has been resolved, we will restore access to your Account.

Bottom line here: We may limit, suspend or terminate your Account and cease or change the operation of the Services in any manner without being liable for any issues that may result from such actions. We don't anticipate shutting down, but in case we do, please be prepared and be responsible for any content on the Site that is valuable to you.

In addition, the User represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country; and (ii) that the User is not named on any U.S. Government list of prohibited or restricted parties.

18. Changes to the Terms

MissUmuch may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, so please revisit this page

frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site, and/or we will send you an email (to the extent that you provided us with your email address) regarding such change. Such material changes will take effect seven (7) days after such notice is provided on the Site or sent via email, whichever is earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date, and your continued use of the Site and on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

Put simply: We may change these Terms. If you continue using the Services after such a change you will be deemed to have accepted the revised terms.

19. General

(a) These Terms constitute the entire terms and conditions between you and MissUmuch relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and MissUmuch. (b) Any claim relating to the Site and/or the App or the Content contained therein will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied. (c) Any dispute arising out of or related to the Site and/or the App will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, MissUmuch may seek injunctive relief in any court of competent jurisdiction. (d) These Terms do not, and shall not, be construed to create any relationship, partnership, joint venture, or employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. (e) No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent

breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. (f) You acknowledge and agree that any cause of action that you may have arising out of or related to the Site and/or the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. (g) If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein. (h) You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent, and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification. (i) No amendment hereof will be binding unless in writing and signed by MissUmuch. (j) The parties agree that all correspondence relating to these Terms shall be written in the English language.

Which is to say: You must read these full Terms, as these Terms govern your use of our Site. If any part of this agreement is found to be unenforceable, the rest will still stand. You agree that you will have one year after the cause of action accrues to bring any claims related to the Site or Services.

For information, questions or notification of errors, please contact:

christine@driveinmemorials.com