



Pale Hearse, LLC

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Terms of Service

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Terms of Service

Bienvenidos! Welcome to Pale Hearse, LLC.

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. Pale Hearse, LLC (“Pale Hearse”, “Nuestra Ultima Partida”, “we” or “us”) provides end-of-life products, services, content and support, through Pale Hearse’s numerous distribution channels and website (<https://palehearse.com>), any Pale Hearse community website, any other website sponsored or provided by Pale Hearse (the “Sites”), Pale Hearse-controlled social media pages, streaming services, Pale Hearse software, and our technology (collectively with the Sites, the “Services”).

These Terms of Services (“Terms”) explain the rules that apply to you while you use the Services. By downloading, accessing, or using the Sites or Services and by registering as a user or creating a profile within the Sites, you acknowledge that you have read and understand the Terms and that you accept and agree to be bound by the Terms. The Terms and our Privacy Policy form a legally binding agreement between you and Pale Hearse, and are the rules about your access and use, and our provision of, the Services and any other technology, content, items, or other materials provided by or through the Sites or the Services. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

If you have any questions about these Terms or the Services, feel free to contact us at:

info@palehearse.com

1. Who Can Use Pale Hearse Services

All users of the Pale Hearse Services:

- Must be at least 16 years of age, and if you are under the age of majority in your home country, have permission from your parent or legal guardian to use the Services;
- Affirm that you are in good physical health and have consulted with your physician about beginning any of our programs;
- Acknowledge that you are solely responsible for listening to your body, taking part at your own pace and modifying any instructions or instructor-suggested physical adjustments to your level of ability and physical and mental condition; and
- Must comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

Please do not use the Services if you do not meet the above requirements.

2. Pale Hearse's Intellectual Property; Limited License to Pale Hearse Services

- Ownership You acknowledge and agree that the Services, and any logos, names, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained in the Sites or the Services, including without limitation any copyrights, patents, trademarks, proprietary or other rights contained therein, related thereto, or otherwise arising therefrom are owned by us or our affiliates, licensors or suppliers. You also acknowledge and agree that the source and object code of the Sites and the format, directories, queries, algorithms, structure and organization of the Sites are our intellectual property, proprietary and confidential information. You expressly agree that you will do nothing inconsistent with our ownership of the Services, and that you gain no rights, title, or interest in or to any Services or any goodwill associated with the Services. In addition, except as expressly set out in the Terms, you are not conveyed any right or license by implication, estoppel, or otherwise in

or under any patent, trademark, copyright, or other proprietary right of Pale Hearse or any third party. Any and all goodwill arising from your use of any Services shall inure solely to the benefit of Pale Hearse.

- Limited License For any Services which allows you to use any software, content, or other materials owned or licensed by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license solely to access and use the specific Services, and any related software, content, or other materials for your personal, non-commercial use only.
- Restrictions You are prohibited from, and expressly agree that you will not:
 - (i) circumvent or disable any content protection system, digital rights management technology, user and/or country limitations or any other technology used with any Service; (ii) decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form; (iii) remove identification, warnings, disclaimers, disclosures, copyright or other proprietary notices in or on the Services; (iv) access or use any Services in an unlawful or unauthorized manner or in a manner that suggests an association with our content, products, services or brands, unless you have an executed agreement with us that allows for such activity; (v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Services or any part of the Service, except as expressly authorized in the Terms; (vi) introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Services or connected network, or interfere with any person or entity's use or enjoyment of any Service; (vii) access, monitor, or copy any element of the Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or (viii) sell, resell, or make commercial use of the Services.

3. Third Party Services and Content

The Services may integrate, be integrated into, or be provided by or in connection with third-party instructors, services, applications, tools, interfaces, content, websites and/or

materials ("Third-Party Services"). We do not review or control any Third-Party Services, and we make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from our Sites or any other element of the Services. We are not responsible for any content provided by, on, or through these Third-Party Services. You should read the terms of use and privacy policies that separately apply to these Third-Party Services.

4. Mobile Networks; Texting

When you access and use the Sites or any Services through a mobile network, or you sign up for our text message programs, your network or roaming provider's messaging, data and other rates and fees may apply. Not all Services may work with your mobile network provider or device.

5. User Accounts; Registration

The Services require you to create an account to use the Services that we provide. You agree to provide and maintain accurate, current and complete information for your accounts, including as applicable, your name, contact, and payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, image, photo or likeness, or if Applicable, provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

You are responsible for maintaining the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably

control. Do not share your password or other login information with any person; any use of your account by any person other than yourself is grounds for suspension or termination of your account.

6. User Generated Content

The Services may allow you and users of our websites to communicate, submit, upload or otherwise make available text, reviews, stories, images, photos, audio, video, media, chats, personally identifiable information, feedback about our products and services, testimonials, success stories, or other content (“User Generated Content”). User Generated Content that you submit to us will be stored, maintained and used by us in accordance with our Privacy Policy. You acknowledge certain types of User Generated Content that you submit, such as chats, photos, reviews, and message board entries, may be accessed and viewed by the public.

Pale Hearse is an inclusive community open to all. You may not submit or upload User Generated Content that is harmful and disruptive, or content that will cause harm if disclosed including, without limitation:

- Content containing or promoting racism, hate speech, violence, and illegal activity;
- Spam, unauthorized advertising, and other forms of solicitation;
- Content intended to disparage, defame, abuse, intimidate, bully, threaten, or otherwise harass other people; or
- Others’ personal information or any other information that you do not have the permission to disclose.

Although we want all users to comply with all User Generated Content requirements, we do not have any obligation to monitor and review User Generated Content for

compliance. However, if we do see User Generated Content that violates these rules or if we simply think that User Generated Content is not appropriate for the Services, we may, at our sole discretion, either remove or edit the User Generated Content without letting you know ahead of time, or we may terminate your ability to submit User Generated Content. If you see User Generated Content that violates the Terms, please let us know at info@palehearse.com

License to Your User Generated Content

Your User Generated Content is yours to keep, but by creating the User Generated Content you grant us a perpetual, fully paid-up, non-exclusive, sublicensable, irrevocable and royalty-free worldwide license to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works of, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in any and all media and channels now known or hereafter devised, in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity. This includes our use of your User Generated Content in connection with any advertising, product packaging, printed publications, presentations, promotional materials, events and associated marketing materials, television and digital commercials, videos, social media websites, Applications, or on our websites or in any other commercial manner.

7. Professional Advice Disclaimer; Medical Disclaimer

- Professional Advice Disclaimer. THE SERVICES OFFERS PERSONAL HEALTH AND WELLBEING INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE BEGINNING A NEW HEALTH AND WELLBEING PROGRAM. YOU SHOULD NOT RELY ON INFORMATION OR HEALTH AND WELLBEING PROGRAMS AVAILABLE IN OR VIA THE SERVICES AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL. DO NOT DISREGARD, AVOID, OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF INFORMATION AVAILABLE ON THE SERVICES OR COMMUNICATED TO YOU THROUGH THE SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK.
- DO NOT LISTEN TO AUDIO OR VIDEO MEDITATION EDUCATIONAL MATERIALS WHILE DRIVING OR OPERATING HEAVY EQUIPMENT, OR WITH OTHER DEVICES THAT MAY INFLUENCE YOUR STATE OF CONSCIOUSNESS. NOTHING STATED OR POSTED ON THE SERVICES OR AVAILABLE THROUGH THE SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THE AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE SERVICES IS CONTINUALLY UNDER DEVELOPMENT AND PALE HEARSE MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS ON THE SERVICE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE SERVICES WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

- Medical Disclaimer. In using the Service, you affirm that either your physician has approved your use of the Services or that all of the following statements are true: (i) no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician; (ii) you have never felt chest pain when engaging in physical activity; (iii) you have not experienced chest pain when not engaged in physical activity at any time within the past month; (iv) you have never lost your balance because of dizziness and you have never lost consciousness as a result of exertion; (v) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (vi) your physician is not currently prescribing drugs for your blood pressure or heart condition; (vii) you do not have a history of high blood pressure; and (viii) you do not know of any other reason you should not exercise. You are responsible for providing accurate information and disclosing any health or medical issues.

8. Assumption of the Risk

You recognize that some wellbeing activities included in the Services requires physical exertion, which may be strenuous and may cause physical injury, and you are fully aware of the risks and hazards involved, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death. In consideration for being permitted to use the Sites and the Services, you agree, on behalf of yourself and behalf of your heirs, personal representatives, spouse, next kin, successors and assigns that there are certain inherent risks associated with my use of the Sites and Services, to assume full responsibility for personal injury to yourself, and further release and forever discharge Pale Hearse and its affiliates, successors and assigns, officers, employees, representatives, partners, and agents (each a "Released Party"), in such Released Party's individual and/or corporate capacity from causes of

action of any nature and kind, known and unknown, which you may have against any Released Party arising out of or related to any for injury, death, loss or damage related to use of the Sites or Services whether your fault or the fault of third parties. In further consideration of being permitted to use the Sites and Services, you knowingly, voluntarily and expressly waive all claims that you may have against any Released Party for injury, death, loss or damages that you may sustain as a result of using the Sites or Services.

9. Enforcement Rights

We are not obligated to monitor access or use of the Sites or the Services; however, we reserve the right to do so for purposes of operating and maintaining the Sites or the Services, as applicable, ensuring your compliance with the Terms, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities, and we may cooperate with law enforcement authorities to investigate users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the Sites or access to Sites or Services at any time and without notice, and at our sole discretion, if we determine in our sole discretion that your content or use of the Sites or Services is objectionable or violates the Terms.

10. Disclaimer of Warranties and Conditions

AS IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, PALE HEARSE PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND YOUR USE THE SITES AND SERVICES IS AT YOUR OWN, SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

PROVIDED BY PALE HEARSE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. PALE HEARSE PARTIES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY LAW WITH RESPECT TO THE SERVICE.

WITHOUT LIMITING THE FOREGOING, PALE HEARSE MAKES NO REPRESENTATIONS OR WARRANTIES:

- THAT THE SERVICES IS OR WILL BE PERMITTED OR FUNCTION PROPERLY WHERE YOU LIVE OR ACCESS THE SITES OR SERVICES;
- THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- THAT THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PRODUCTS WILL BE ACCURATE OR RELIABLE;
- REGARDING THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES OR PRODUCTS;
- THAT THE SERVICES WILL BE WITHOUT DELAYS, CANCELLATION, OR OTHER DISRUPTIONS; OR
- CONCERNING SITES AND RESOURCES OUTSIDE OF THE SERVICE, EVEN IF LINKED FROM THE SERVICE.

FROM TIME TO TIME, PALE HEARSE MAY OFFER NEW "BETA" FEATURES OR TOOLS THAT ITS USERS MAY TEST AND EVALUATE. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EVALUATION PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT PALE HEARSE'S SOLE DISCRETION.

11. Limitation of Liability

- DISCLAIMER OF CERTAIN DAMAGES YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PALE HEARSE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, BUSINESS OR OTHER INTANGIBLE LOSSES OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT PALE HEARSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR THE SERVICE, INCLUDING ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE, ON ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.
- CAP ON LIABILITY YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW PALE HEARSE'S LIABILITY TO YOU OR ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR THE SERVICE, INCLUDING ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS, WILL NOT EXCEED, IN THE AGGREGATE (FOR ALL CLAIMS), THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO PALE HEARSE OVER THE THREE (3) MONTHS PRECEDING THE DATE YOUR FIRST CLAIM AROSE.
- USER CONTENT EXCEPT FOR PALE HEARSE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN OUR PRIVACY POLICY, PALE HEARSE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR USER GENERATED CONTENT AND ANY OTHER USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.
- EXCLUSION OF DAMAGES IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY ASPECT OF THE LIMITATIONS SET FORTH ABOVE DOES NOT APPLY, ALL REMAINING ASPECTS SURVIVE. THE EXCLUSIONS AND

LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PALE HEARSE AND YOU

12. Indemnification

You agree to indemnify, defend, and hold harmless Pale Hearse and its directors, officers, employees, and agents, from and against all claims, damages, losses and costs that arise from or relate to

- your activities on the Service,
- any User Generated Content submitted by or on behalf of you, or your violation of the Terms.

13. Class Action Waiver

YOU AND PALEHEARSE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, neither JAMS nor the arbitrator may consolidate another person's claims with your claims or otherwise preside over any form of a representative or class proceeding for any purpose.

14. Intellectual Property Infringement

We respect the intellectual property rights of others and we expect our users to do the same. To report a copyright, trademark or other intellectual property rights infringement, please contact us at info@palehearse.com, using the heading "Intellectual property report".

15. Limitations and Changes to the Services

We will use every reasonable effort to keep the Services operational, but from time to time, there may be some technical difficulties or maintenance that cause temporary interruption to your access to the Services.

In addition, we're always thinking of ways to improve the Services for our users, whether by adding or removing features and functionalities or by suspending or stopping the Services altogether. We will try to notify you of any changes or scheduled interruptions to Services access beforehand, but we can't guarantee that we always will.

16. Changes to the Terms

From time to time, we may make changes these Terms. If we make any material changes, we will let you know by either posting an update on the Website or by sending you an email if we have your email address on file. In some situations, we will notify you before making changes to the Terms and your continued use of the Sites and Services will mean you have accepted the new Terms.

17. Miscellaneous

- Governing Law. You agree that the laws of the state of Washington, without regard to principles of conflict of laws, will exclusively govern these Terms and any Dispute between you and Pale Hearse.
- Notices. All notices required or permitted to be given under these Terms must be in writing. Pale Hearse may provide you notice by sending you an e-mail to the address on file with us, which you agree electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR E-MAIL ADDRESS ON FILE WITH PALE HEARSE IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY PALE

HEARSE OF AN EMAIL TO THAT ADDRESS. You will give any notice to Pale Hearse by means of mail, postage prepaid, to Pale Hearse LLC, 4912 Cabob St., Austin, TX 78744. Such notice to Pale Hearse will be effective upon receipt of notice by Pale Hearse.

- Severability If any provision or part of these Terms is deemed to be unlawful, void or for any reason unenforceable, then that provision or part will be deemed severable from these Terms. Any severing of a Term will not affect the validity and enforceability of any remaining provisions or parts of the Terms.
- Termination Notwithstanding anything to the contrary in these Terms, Pale Hearse reserves the right, without notice and in its sole and absolute discretion, for any reason or no reason, to terminate your access and use of any of the Services, including to block or prevent your access and use of any of our websites. You agree that Pale Hearse will not be liable for any interruption or termination of your access and/or use of our Services.
- No Third-Party Beneficiaries Except as set forth in these Terms, only you and Pale Hearse may enforce these Terms; no third party will be entitled to enforce these Terms.
- Survival The provisions of these Terms which by their nature should survive the termination of these Terms will survive such termination.
- Waiver No waiver of any provision of these Terms by us will be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the Chief Executive Officer of Pale Hearse to be effective.
- Assignment Pale Hearse may assign these Terms to any person or entity at any time, for any reason, with or without notice to you.
- Amendments These Terms may not be amended unless agreed to in writing and signed by the Chief Executive Officer of Pale Hearse.