

PLOT BOSS, LLC

Terms of Service¹

Table of Contents

3. Fees and Payment. Optional premium ‘Pro’ paid services such as extra storage, Pro themes and plugins, or Campus Packages are available on the Website. By selecting a premium service, you agree to pay Plot Boss the monthly or annual subscription fees indicated for that service. Payments will be charged on the day you sign up for a premium service and will cover the use of that service for a monthly or annual period as indicated. Premium service fees are not refundable.....	7
4. Support. Pro accounts include access to priority email support. “Email support” means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Plot Boss to respond within one (1) business day) concerning the use of the Pro account. “Priority” means that support for Pro account customers takes priority over support for users of the standard, free Plot Boss, LLC software services. All Pro account support will be provided in accordance with Plot Boss Pro practices, procedures and policies.	8
5. Responsibility of Website Visitors. By operating the Website, Plot Boss does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and any other harmful or destructive content. Plot Boss disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted, including: content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, contains material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.....	9

¹ Plot Boss, LLC Terms and Conditions, Version 1.0 (Last Update October 11, 2019)

6. Content Posted on Other Websites. Plot Boss does not have any control over non-Plot Boss websites and webpages, and expressly disclaims any liability for the contents or use thereof by customers, third-parties, or any other entity exposed to and/or affected by said Content. By linking to a non-Plot Boss website or webpage, Plot Boss does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Plot Boss disclaims any responsibility for any harm resulting from your use of non-Plot Boss websites and webpages.10

7. Copyright Infringement and DMCA Policy. As Plot Boss asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Plot Boss, LLC violates your copyright, you are encouraged to notify Plot Boss at plotboss.sales@gmail.com. Plot Boss will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Plot Boss or others, Plot Boss may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, Plot Boss will have no obligation to provide are fund of any amounts previously paid to Plot Boss.10

8. Intellectual Property. This Agreement does not transfer from Plot Boss to you any Plot Boss or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Plot Boss. Plot Boss, Plot Boss, LLC, the Plot Boss, LLC logo, and all other trademarks, service marks, graphics and logos used in connection with Plot Boss, LLC, or the Website are trademarks or registered trademarks of Plot Boss or Plot Boss’s licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Plot Boss or third-party trademarks.10

9. Modification of Terms or Clauses. Plot Boss reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Plot Boss may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.11

10. Termination. Plot Boss may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Plot Boss, LLC account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Pro account, such account can only be terminated by Plot Boss if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Plot Boss’s

notice to you thereof; provided that, Plot Boss can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. 11

11. Disclaimer of Warranties. The Website is provided “as is”. Plot Boss and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Plot Boss nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk. 12

12. Limitation of Liability. In no event will Plot Boss, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Plot Boss under this agreement during the twelve (12) month period prior to the cause of action. Plot Boss shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law. 12

13. General Representation and Warranty. You represent and warrant that (i) your use of the Website will be in strict accordance with the Plot Boss Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party. 12

14. Indemnification. You agree to indemnify and hold harmless Plot Boss, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Website, including but not limited to your violation of this Agreement. 13

15. Entire Agreement. This Agreement constitutes the entire agreement between Plot Boss and you concerning the subject matter hereof, and may only be modified upon execution of a written instrument signed by an authorized executive of Plot Boss, or by the posting by Plot Boss of a revised version. 13

16. Severability and Enforcement. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A

waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Plot Boss may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.13

ATTENTION: YOUR USE OF THE PLOT BOSS, LLC WEBSITE CONSTITUTES PROPER NOTICE AND ASSENT TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY SAID TERMS, PLEASE DISCONTINUE USE OF THE WEBSITE OR ANY ANCILLARY SERVICES PROVIDED BY PLOT BOSS, LLC ITS AFFILIATES, AGENTS OR OTHER BUSINESS INTEREST.

Plot Boss, LLC is an online provider of products and services specifically tailored to the unique demands of Cemeteries, Memorial Gardens, Funeral Homes, their employees or contractors, and party reasonably related to or engaged in income-generating activity, whether directly or indirectly, through utilization of the death care industry.

The following terms and conditions govern website, digital content, and/or the totality of services and products available at or through the website. The Website is owned and operated by Plot Boss, LLC. (“Plot Boss”) and use thereof is offered subject to your acceptance of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Site by Plot Boss (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. These terms and conditions are considered an offer by Plot Boss, and acceptance, is expressly limited to these terms. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. Plot Boss is not responsible for any intentional, infringing or illegal acts perpetrated by other users of the Website.

1. Plot Boss, LLC Account and Site. Upon creating an account on the Website, you are responsible for maintaining the security of your account and software, and assume immediate and full responsibility for all activities that occur under the account and/or any other actions taken in connection with the account, regardless of the intent to bring about an outcome that did not occur or an event that did occur but was manifested in such a manner that you, the user, did not intend or foresee.
 - a. You must not describe or assign keywords to your account in a misleading or unlawful manner, including in a manner intended to trade

on the name or reputation of others, and Plot Boss expressly reserves the right to edit, modify, remove or otherwise take action deemed appropriate to address any account issues identified by users, administrators, and/or any parties involved with the account in question.

- b. You must **immediately** notify Plot Boss of any unauthorized uses of your software, your account or any unauthorized access and/or breaches of security. Plot Boss expressly disclaims liability for any acts or omissions by users, including any damages of any kind incurred as a result of compromised security, whether known or unknown by the user, the user's hardware and/or software, or any other user or machine security exposure originating from you, the user.

2. Responsibility of Contributors. If you operate an active account, comment on a account, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You expressly assume complete responsibility for the content of, and any harm resulting from, that Content, regardless of the form or medium through which the content is expressed. By making Content available, you represent and warrant that: the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content; you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; your

website is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods; your website is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your website's URL or name is not the name of a person other than yourself or company other than your own; and you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Plot Boss or otherwise. By submitting Content to Plot Boss for inclusion on your Website, you grant Plot Boss a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your website. If you delete Content, upon request Plot Boss will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Plot Boss expressly reserves the right (though not the obligation) to, in Plot Boss's sole discretion (i) refuse or remove any content that violates any Plot Boss policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason. Plot Boss will have no obligation to provide a refund of any amounts previously paid.

3. Fees and Payment. Optional premium 'Pro' paid services such as extra storage, Pro themes and plugins, or Campus Packages are available on the Website. By selecting a premium service, you agree to pay Plot Boss the monthly or annual subscription fees indicated for that service. Payments will be charged on the day you sign up for a premium service and will cover the use of that service for a monthly or annual period as indicated. Premium service fees are not refundable.

Fees are calculated based on acreage defined by the boundaries of your Cemetery's real estate interest and audited via Plot Boss's online tools to ensure accuracy and consistency in delivery of the Service.

By signing up for Pro account you agree to pay Plot Boss the total amount of fees indicated in exchange for the services. Applicable fees will be invoiced starting from the day your Pro account is established. Pro accounts can be canceled by you at anytime.

4. Support. Pro accounts include access to priority email support. “Email support” means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Plot Boss to respond within one (1) business day) concerning the use of the Pro account. “Priority” means that support for Pro account customers takes priority over support for users of the standard, free Plot Boss, LLC software services. All Pro account support will be provided in accordance with Plot Boss Pro practices, procedures and policies.

Support by Plot Boss shall only cover the user’s account and activity related to that account via the Plot Boss Website and/or correlating software solely provided by Plot Boss to the user. Third-party applications, software, hardware or digital presence in general, are not included as part of Plot Boss’s support program, nor will Plot Boss accept requests for support by any entity other than the user, nor any issue outside of the use of the Service or the Website by the user.

5. Responsibility of Website Visitors. By operating the Website, Plot Boss does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and any other harmful or destructive content. Plot Boss disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted, including: content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, contains material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.

6. Content Posted on Other Websites. Plot Boss does not have any control over non-Plot Boss websites and webpages, and expressly disclaims any liability for the contents or use thereof by customers, third-parties, or any other entity exposed to and/or affected by said Content. By linking to a non-Plot Boss website or webpage, Plot Boss does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Plot Boss disclaims any responsibility for any harm resulting from your use of non-Plot Boss websites and webpages.

7. Copyright Infringement and DMCA Policy. As Plot Boss asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Plot Boss, LLC violates your copyright, you are encouraged to notify Plot Boss at plotboss.sales@gmail.com. Plot Boss will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Plot Boss or others, Plot Boss may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, Plot Boss will have no obligation to provide a refund of any amounts previously paid to Plot Boss.

8. Intellectual Property. This Agreement does not transfer from Plot Boss to you any Plot Boss or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Plot Boss. Plot Boss, Plot Boss, LLC, the Plot Boss, LLC logo, and all other trademarks, service marks, graphics and logos used in connection with Plot Boss, LLC, or the Website are trademarks or registered trademarks of Plot Boss or Plot Boss's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Plot Boss or third-party trademarks.

9. Modification of Terms or Clauses. Plot Boss reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Plot Boss may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

10. Termination. Plot Boss may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Plot Boss, LLC account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Pro account, such account can only be terminated by Plot Boss if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Plot Boss's notice to you thereof; provided that, Plot Boss can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, any outstanding balance payable to Plot Boss shall become due and owing immediately and in full. Plot Boss reserves the right to charge a cancellation fee based on Plot Boss's reasonable expectation of the user's full performance of the Agreement and action taken by Plot Boss in reliance thereof.

11. Disclaimer of Warranties. The Website is provided “as is”. Plot Boss and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Plot Boss nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

Plot Boss expressly disclaims any liability or warranty arising out of the actions of third-parties/users of the Website acting independently or in contradiction to the Terms and Service of the Website and/or Plot Boss’s service(s) separately or as a whole.

12. Limitation of Liability. In no event will Plot Boss, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Plot Boss under this agreement during the twelve (12) month period prior to the cause of action. Plot Boss shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

13. General Representation and Warranty. You represent and warrant that (i) your use of the Website will be in strict accordance with the Plot Boss Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

14. Indemnification. You agree to indemnify and hold harmless Plot Boss, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between Plot Boss and you concerning the subject matter hereof, and may only be modified upon execution of a written instrument signed by an authorized executive of Plot Boss, or by the posting by Plot Boss of a revised version.

16. Severability and Enforcement. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Plot Boss may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.