

Loving Legacy After Loss Services, LLC Website Terms of Use

Last Updated: September 9, 2026

1. Acceptance of Terms

These Website Terms of Use (these “**Terms**”) govern your access to websites and related services operated by or on behalf of Loving Legacy After Loss Services, LLC (“**Loving Legacy**” “**we**” or “**us**”). These Terms are important and affect your legal rights, so please read them carefully.

By accessing or using lovinglegacyservice.com and our various related websites and services (collectively, the “**Loving Legacy Services**”), you agree to be bound by these Terms and all of the terms incorporated herein by reference.

You must be 18 years of age or older and reside in the United States or any of its territories to use the Loving Legacy Services. By accepting these Terms, you represent that you have the legal authority to do so, and that, if you have accepted these Terms on behalf of any person or entity, you represent that you have legal authority to do so and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms. If you do not agree to every provision of these Terms, you may not, and we do not authorize you to, access or use the Loving Legacy Services or any features provided therein.

By accessing or using the Loving Legacy Services, you represent and warrant that you have not been previously suspended or removed from the Loving Legacy Services or engaged in any activity that could result in suspension or removal from the Loving Legacy Services.

You should not construe Loving Legacy’s publication of any content found on the Loving Legacy Services as an endorsement by Loving Legacy of the views expressed therein, or any warranty or guarantee of any strategy, recommendation, treatment or action made by the author of such content.

We may revise these Terms at any time for any reason and may provide you notice of these changes by any reasonable means, including through the Loving Legacy Services. You can determine when we last updated these Terms by referring to the “Last Updated” legend at the top of these Terms. Except to the extent that your express consent to any revised Terms is required under applicable law, by continuing to access, browse or use the Loving Legacy Services, you agree to any revised Terms. If you do not agree to any revised Terms, you may not and we do not authorize you to use the Loving Legacy Services. We strongly recommend that you periodically visit this page to review these Terms.

2. User Registration

In order to access and use certain areas or features of the Loving Legacy Services, you may need to provide certain information and/or answer certain questions. Each registration is for a single user only.

You agree to (a) provide accurate, current and complete information, (b) maintain and promptly update, as necessary, your information, (c) be responsible for the acts or omissions of any third party who has authority to access or use the Loving Legacy Services on your behalf, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Loving Legacy Services. If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend and/or terminate your current or future use of the Loving Legacy Services.

By providing information and/or answering questions, you also consent to receive electronic communications from Loving Legacy (e.g., via email or by posting notices to the Loving Legacy Services). You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy.

3. Right to Access and Use the Loving Legacy Services and Content

Unless otherwise indicated in writing by us, the Loving Legacy Services and all content and other materials contained therein, including, without limitation, any Loving Legacy service mark or logo and all designs, text, graphics, pictures, information, data, software, other files and the selection and arrangement thereof (collectively, “**Content**”) are the property of Loving Legacy or our licensors or users, as applicable, and are protected by U.S. and international copyright and other laws.

Subject to these Terms, you are hereby granted a limited personal, revocable, non-exclusive, non-transferable, non-sublicensable right to access, view and make personal, non-commercial use of the Loving Legacy Services and Content. All rights not expressly granted herein are reserved. You do not acquire any ownership interest in the Loving Legacy Services or Content under these Terms, or any other rights thereto other than to use the Loving Legacy Services in accordance with the rights granted by, and subject to all terms, conditions and restrictions of these Terms.

You do not have any right to, and you shall not, directly or indirectly: (a) sell, resell or use commercially the Loving Legacy Services or Content, (b) distribute, publicly perform or publicly display the Loving Legacy Services or any Content, (c) modify or otherwise make any derivative uses of the Loving Legacy Services or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Loving Legacy Services or Content, except as expressly permitted by us, (f) use the Loving Legacy Services to stalk, threaten, or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity; (g) interfere with the Loving Legacy Services or servers or networks used in connection with the Loving Legacy Services; or (h) use the Loving Legacy Services or Content other than for their intended purposes.

Any use of the Loving Legacy Services or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the right of access and use granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Except as expressly permitted herein, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright, or other proprietary rights of Loving Legacy or any third party, whether by estoppel, implication or otherwise.

You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license, or otherwise exploit any Content.

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Loving Legacy Services (or any features or parts thereof) at any time.

4. Trademarks

The Loving Legacy logo, and any other Loving Legacy product or service names, trademarks, logos, or other indicia that may appear on the Loving Legacy Services (“**Marks**”) are the property of Loving

Legacy or its subsidiaries, affiliates or third parties, and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Nothing contained in these Terms and/or the Loving Legacy Services shall be construed as granting, by implication or otherwise, any license or right to use any such Marks without the prior written permission of Loving Legacy or such third party that may own such Marks.

5. Legal Requirements; Privacy Policy

Our Privacy Policy describes how we handle the personal information you provide to us when you use the Loving Legacy Services. For an explanation of our privacy practices, please visit our Privacy Policy located at https://www.lovinglegacyservice.com/files/ugd/181aff_ef8b500f90df455b85aed5443a54bf21.pdf

6. User Content

You are solely responsible and liable for all data, information, and other materials (“**User Content**”) that you submit, upload, post, e-mail or otherwise transmit (“**Transmit**”) in connection with the Loving Legacy Services. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation, republication) or misuse by any third party of information made public through the Loving Legacy Services. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY USER CONTENT PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND WE SHALL HAVE NO LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly: (a) Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another’s privacy or racially, ethnically or otherwise objectionable; (b) Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, “spam,” “chain letters,” or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; or (c) forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the Loving Legacy Services.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Loving Legacy Services at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Loving Legacy Services at your sole cost and expense.

7. Rights in User Content

We do not claim any ownership interest in User Content. However, by uploading, posting or submitting User Content to the Loving Legacy Services or to our pages or feeds on third-party social media platforms (e.g., Loving Legacy’s Facebook page, LinkedIn page or X formerly Twitter feed), you hereby grant Loving Legacy a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial

purposes. However, Loving Legacy will only share personal information that you provide in accordance with our Privacy Policy.

You agree that Loving Legacy may disclose or use any User Content for any purposes permitted under applicable law, including, but not limited to: (a) enforcing these Terms; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of Loving Legacy, its customers or the public.

8. Feedback

Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about Loving Legacy, or the Loving Legacy Services (collectively, “**Feedback**”). Feedback shall become the sole property of Loving Legacy. Loving Legacy shall own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Third-Party Sites

We have not reviewed all of the websites linked to the Loving Legacy Services and are not responsible for the content of any third-party pages, any other websites linked to the Loving Legacy Services, or any products or services offered by third parties. Nothing in the Loving Legacy Services, including, without limitation, any links to other websites, should be construed as an endorsement by Loving Legacy of any products, services or information of any other persons or companies. Your choice to access a link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. Loving Legacy reserves the right not to link, or to remove the link, to a particular website at any time.

Any links to third-party websites are provided as a convenience to you and are neither owned nor operated by Loving Legacy. We have no control over these linked websites and make no representations or warranties with respect to these linked websites or third-party products or services. Your viewing and use of any third-party websites is at your sole discretion and risk.

10. Indemnification

You shall indemnify, hold harmless, and, at Loving Legacy’s option, defend Loving Legacy and its affiliates and subsidiaries from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Loving Legacy resulting from any third-party claim, suit, action or proceeding relating to or arising from your use of the Loving Legacy Services, any User Content, any Feedback you provide, any violation of these Terms by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the Loving Legacy Services or any of its features. You further agree that Loving Legacy shall have control of the defense or settlement of any third-party claims unless Loving Legacy exercises its option to require you to defend Loving Legacy. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Loving Legacy.

11. General Disclaimers

THE LOVING LEGACY SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY

LAW, LOVING LEGACY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE LOVING LEGACY SERVICES; (B) CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM THE LOVING LEGACY SERVICES. LOVING LEGACY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT ANY RESULTS WILL BE ACHIEVED, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

LOVING LEGACY DOES NOT REPRESENT OR WARRANT THAT THE LOVING LEGACY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE LOVING LEGACY SERVICES OR THE SERVERS THAT MAKE THE LOVING LEGACY SERVICES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. LOVING LEGACY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE LOVING LEGACY SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE LOVING LEGACY SERVICES IS AT YOUR SOLE RISK. LOVING LEGACY DOES NOT WARRANT THAT YOUR USE OF THE LOVING LEGACY SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION. LOVING LEGACY SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS.

BY ACCESSING OR USING THE LOVING LEGACY SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE LOVING LEGACY SERVICES.

12. Limitation of Liability; Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LOVING LEGACY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE LOVING LEGACY SERVICES (INCLUDING, BUT NOT LIMITED TO, USER CONTENT AND LINKS TO THIRD-PARTY WEBSITES), OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR SERVICE, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM LOVING LEGACY, OR FROM EVENTS BEYOND LOVING LEGACY'S REASONABLE CONTROL, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF LOVING LEGACY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF LOVING LEGACY ARISING OUT OF OR IN ANY WAY RELATED TO THE LOVING LEGACY SERVICES EXCEED ONE HUNDRED DOLLARS (\$100).

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE LOVING LEGACY'S SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

13. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Loving Legacy Services at any time and for any or no reason, and you acknowledge and agree that in such event we shall have no liability or obligation to you.

14. Governing Law and Jurisdiction

Loving Legacy operates the Loving Legacy Services from Arizona, U.S.A. These Terms and the transactions they contemplate, including without limitation their interpretation, construction, performance, and enforcement, shall be governed by the laws of the State of Arizona, U.S.A., including its statutes of limitations, but without reference to conflict or choice of law provisions. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in Arizona shall not apply. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be state and federal courts sitting in Arizona, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens with respect to such courts.

15. Notice

All notices, demands, or consents given by you under these Terms will be in writing and will be deemed given when delivered to Loving Legacy at the following contact: info@lovinglegacyservice.com. Any notices to you may be made via either e-mail or postal mail to the address in Loving Legacy's records or via posting on the Loving Legacy Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

Persons with disabilities who need assistance accessing these Terms may contact us as provided for in this Section, and depending on your individual needs, we will grant reasonable requests to furnish these Terms in an alternative format.

16. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

17. Miscellaneous

The Loving Legacy Services are hosted in the United States of America. If you are located outside of the

United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer. These Terms constitute the entire agreement between you and Loving Legacy Services relating to your access to and use of the Loving Legacy Services. These Terms, and any rights granted hereunder, may not be transferred, or assigned by you without the prior written consent of Loving Legacy. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent, or subsequent circumstance, and Loving Legacy's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

18. No Professional Advisor Advice

The Loving Legacy Services and all content and information made available through the Loving Legacy Services is provided for general informational and educational purposes only. Nothing contained in or generated by the Loving Legacy Services constitutes, or is intended to constitute, professional tax, legal, financial, or accounting advice, and no professional-client relationship is created by your use of the Loving Legacy Services.

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You should not act or refrain from acting on the basis of any content provided through the Loving Legacy Services without first seeking independent professional advice.

To the fullest extent permitted by applicable law, Loving Legacy Services disclaims all liability arising from your reliance on the Loving Legacy Services or any information, content, or output provided therein or from the Loving Legacy Services.