



Terms of Use

These Terms of Use (“Agreement”) form a legal agreement between Mi Alma Mia, Inc. (“Mi Alma”, “us”, “our”, or “we”) and the entity or person (“you” or “your”) who registered on the Mi Alma account page to receive certain social media services, or other business services that may be offered by Mi Alma or its affiliates (“Service(s)”) or is otherwise accessing or using Mi Alma’s websites (“Website(s)”), services or content governed by this Agreement. This Agreement describes the terms and conditions that apply to your use of the Websites, Services and related content, provided that Services may also be governed by one or more additional agreements between you and Mi Alma.

If you do not understand any of the terms of this Agreement, please contact us before using the Services or Websites.

You may not access or use any Services or Websites unless you agree to abide by all of the terms and conditions in this Agreement.

1. Overview

- a. We provide you with a more detailed description of the Services through additional resources we make available to you on our Website, but below provides a general description of some of the Services that Mi Alma may provide to you through the Website:
 - (i) You may be permitted to setup a Website to support those who have lost loved ones (“Grievers”).
 - (ii) You may act as a distributor of Websites to Grievers and other supporters.
 - (iii) You may buy pages from us for others to setup Websites for Grievers, including as part of a community fund of such pre-purchased Websites.
 - (iv) Grievers may be permitted to approved Websites that are setup by others.
- b. This Agreement forms a legal agreement between you and Mi Alma. You are deemed to have accepted and agreed to this Agreement, and all terms herein including the Limitation of Liability and indemnification provisions, when you access this Website or the Services. If you are accessing this Website or the Services on behalf of a business or other entity or organization, your access constitutes the entity’s or organization’s acceptance of this Agreement. By accessing the Services or <https://mialma.com/> or any subsidiary web pages or sub-domains within the Website, you agree to this Agreement in full, together with any additional or specific terms and conditions we may draw to your attention prior to your purchasing any products or services from or via this Website or through other means. You hereby consent to the exchange of information and documents between you and us electronically over the Internet or by email and agree this electronic Agreement shall be the equivalent of a written paper agreement between you and us.

2. **Your Account.** If you use the Website, you are responsible for maintaining the confidentiality of your Mi Alma account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Mi Alma reserves the right to refuse service, terminate accounts, remove or edit content in its sole discretion.



3. Posted Content, Communications and Interactions with other Users

- a. You and other users of the Website or Services may post comments, materials and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Mi Alma reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.
- b. If you do post content or submit material, you grant Mi Alma a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. Content you share may be seen and used by other users of the Websites or Services, and you acknowledge that some Websites will have one or more moderators or administrators, as we deem appropriate, who will be empowered to remove content. You grant Mi Alma and sublicensees (such as other users) the right to use the name that you submit in connection with such content, if they choose. Mi Alma shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by Mi Alma in a signed writing or required by law. You represent and warrant that you have the right to grant the license set out above.
- c. You and third parties may be permitted to upload certain software (including machine images), data, text, audio, video, images or other content (“Third Party Content”) to community areas of the Website. You acknowledge that (a) Mi Alma has not tested or screened Third Party Content, (b) you use any Third Party Content is at your sole risk, and Third Party Content may be subject to separate license terms as determined by the person posting such content. You represent and warrant that you own or otherwise control all of the rights to the content, including any Third Party Content, that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Mi Alma for all claims resulting from content you supply. Mi Alma has the right but not the obligation to monitor and edit or remove any activity or content. Mi Alma takes no responsibility and assumes no liability for any content posted by you or any third party.
- d. You are solely responsible for all interactions with other users. You hereby release Mi Alma from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between users of the Services, (ii) any dispute between you and another user, or (iii) arising out of any services which originated through the Services or were otherwise provided by a user.



Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services.

4. **Social Media Integration**

The Services may allow you to enable or log in to the Services via various social networking services like Facebook, Instagram or Twitter (“Social Network Service(s)”). By directly integrating these services, we make your online experiences richer and more personalized. To take advantage of this feature, we will ask you to log into or grant us permission via the relevant Social Network Service. When you add a Social Network Services account to the Service or log into the Service using your Social Network Services account, we will collect relevant information necessary to enable the Service to access that Social Network Service and your data contained within that Social Network Service. As part of such integration, the Social Network Service will provide us with access to certain information that you have provided to the Social Network Service, and we will use, store and disclose such information in accordance with our privacy statement. However, please remember that the manner in which Social Network Services use, store and disclose your information is governed by the policies of such third parties, and Mi Alma shall have no liability or responsibility for the privacy practices or other actions of any Social Network Services that may be enabled within the Service.

5. **Ownership and Copyright**

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos and trade names contained on this Website (collectively, the “Content”), including the manner in which the Content is presented or appears and all information relating thereto, are the property of Mi Alma or its licensors, as the case may be. You shall have no right, title or interest, ownership or otherwise, in the Content.

6. **Permitted Use of Content**

Mi Alma hereby grants to you a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of visiting the Websites and using or receiving the Services.

7. **Restrictions on Use**

You agree that you will not:

- a. distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; or
- b. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Services, Websites or Content in whole or in part, in any form or by any means whatsoever,



be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Mi Alma or its licensors or allow any third party to access the Services, Websites or Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

- c. use the Services, Website or Content in violation of the Acceptable Use Policy available at [INSERT], which is hereby incorporated by reference.

8. Personal Information; Data Right; other Website Policies

Mi Alma may from time to time, but is not obligated to, monitor your use of the Website and collect, store, use and disclose information concerning you to solicit or offer you its Services, and you hereby consent to such collection, storage, use and disclosure and waive any right of privacy you may have in it. Additionally, the Privacy Policy available at [INSERT] is hereby incorporated by reference and made a part of this Agreement. Mi Alma may use collect and use data and information from or about you as necessary or appropriate to provide the Services and for any other lawful purpose in accordance with the Privacy Policy.

In addition, please review our other policies posted on a Website. These policies also govern your visit to the Website. We reserve the right to make changes to the Website, policies, and this Agreement at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

9. Fees.

Some aspects of the Websites or Services may require payment of a fee, such as the purchased of a Website for a Griever ("Paid Services"). In some cases we may also earn fees on transactions conducted using our Services or through our Websites. If you purchase any Paid Services, or conducting any such transactions, you agree to pay all fees associated with such purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars. You also agree that Mi Alma and its third-party service Mi Almas providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as purchases of additional pages, account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts.

10. Services Agreements

If you procure Services from Mi Alma or one of its suppliers or sponsors, then such Services shall be delivered pursuant to a separate agreement and are not provided hereunder, and you shall have no rights or claims in respect of such Services hereunder. Any support obligations regarding the Services shall be set forth in the applicable agreement.

11. Links to Third Party Websites and Services



- a. The Website or Services may contain links, buttons and banners that redirect you to third-party resources and websites that may be of interest (e.g., links to YouTube or Vimeo). The inclusion of any link does not mean we endorse the site or have any association with its operators, nor should the inclusion of any link be viewed as an encouragement to purchase or use any third-party products or services. We provide these links to you for information purposes and convenience only.
- b. Linked Websites are not under our control and we are not responsible for the contents of any Linked Website including, without limitation, any link contained in a Linked Website, or any changes or updates to a Linked Website. We do not accept responsibility or liability for the privacy of your personal information on any Linked Website, and we are not responsible for webcasting or any other form of transmission received from any Linked Website. "Linked Website(s)" means a website or entity other than hellopatients.com, which are linked through a hyperlink or through another means (including text, image, and moving image) to or from this Website.
- c. This Agreement does not cover your interaction with Linked Websites; therefore, you should carefully review the terms and conditions and privacy policies of any third party sites you visit. Your use of any Linked Website is at your own risk.
- d. Certain services made available via the Website or Services are delivered by third parties. By using any product, service or functionality originating from a Website, you acknowledge and consent that we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality for the Website users and customers.
- e. Mi Alma does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at Linked Websites, and when you access such sites, you are doing so at your own risk. In providing links to the other sites, Mi Alma is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that Mi Alma is affiliated or associated with the same. MI ALMA MIA DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPERLINKS TO, OR CONTENT FOUND ON, OTHER WEBSITES.

12. Limitations on Liability and Disclaimers

- a. You accept that any comments posted by you on the Website and/or social media pages can be viewed by the public, and that we have no control over, or liability for, the way in which this information is used by any third party who views your comments.
- b. THERE IS NO GUARANTEE THAT PERSONAL INFORMATION PROVIDED AND TRANSACTIONS CONDUCTED ON THIS WEBSITE, THROUGH THE SERVICES OR ON THE INTERNET WILL BE CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE, THE SERVICES AND THE CONTENT IS AT YOUR OWN RISK.



- c. Mi Alma will not be responsible for any damages you or any third party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that you make available on the Website or that you expressly or implicitly authorize Mi Alma to make available, or for any errors or any changes made to any transmitted, stored or received information.
- d. You are solely responsible for the retrieval and use of the Content. You should apply your own judgment in making any use of any Content, including, without limitation, the use of the Content as the basis for any conclusions or decisions.
- e. THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNCORRUPTED, AND IS NOT TO BE RELIED UPON.
- f. THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED AS IS WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, GUARANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.
- g. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MI ALMA MIA, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS OR EMPLOYEES (“RELEASED PARTIES”) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE RELEASED PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.
- h. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE INTERNET; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF MI ALMA MIA, EVEN IF THE RELEASED PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.



- i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE WILL ANY RELEASED PARTY'S CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE OF ACTION WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) ARISING IN CONNECTION WITH THIS AGREEMENT BE MORE THAN ONE HUNDRED UNITED STATES DOLLAR \$100.00 USD.
- j. MI ALMA MIA ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS WEBSITE. THE CONTENT ON THIS WEBSITE MAY BE CHANGED WITHOUT NOTICE TO YOU. MI ALMA MIA IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. MI ALMA MIA DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

13. Termination

- a. This Agreement is effective until terminated by Mi Alma, with or without cause, in Mi Alma' sole discretion. Mi Alma may terminate this Agreement without notice to you for any reason or for no reason. Any such termination by Mi Alma shall be in addition to and without prejudice to such rights and remedies as may be available to Mi Alma, including injunction and other equitable remedies.
- b. The disclaimers, limitations on liability, ownership, termination, interpretation, your license to Mi Alma, your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

14. Indemnity

You agree at all times to indemnify, defend and hold harmless the Released Parties, and each of them, against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) arising out of, sustained, incurred or paid by any of the Released Parties directly or indirectly in respect of:

- any information or other content you provide on or through this Website or which is sent to Mi Alma by email or other correspondence;
- your use or misuse of the Content or this Website, including without limitation infringement claims;
- your failure to comply with any of your obligations set forth in this Agreement;
- the inaccuracy or falsity of any representation or warranty made by you in relation to this Agreement; or
- your alleged or actual negligence or willful misconduct.

15. Governing Law; Interpretation

- a. This Website and the Content (excluding Linked Websites or their content) are located within the USA. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof,



shall be finally settled by arbitration in accordance with the Arbitration Rules and Mediation Procedures of the American Arbitration Association (the “AAA”). The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Atlanta, Georgia, USA. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the substantive law of the United States and the State of Georgia, without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

- b. You agree to waive any right you may have to the commencement of or participation in any class action against Mi Alma related to this Website. You also agree to opt out of any class proceedings against Mi Alma or its affiliates or licensors.
- c. In this Agreement, unless the context requires a different interpretation:
 - i. the singular includes the plural and vice versa;
 - ii. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
 - iii. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - iv. reference to any statutory provision includes any modification or amendment of it;
 - v. the headings and sub-headings do not form part of this Agreement.

16. Digital Millennium Copyright Act Notice

- a. Mi Alma respects the intellectual property rights of others. Mi Alma may, in appropriate circumstances and at its sole discretion, terminate the access of users who infringe the copyrights or intellectual property rights of others.
- b. If you believe your work has been copied and is accessible at a Website, or other social network platforms operated by Mi Alma, in a way that constitutes copyright infringement, or that a Website contains links or other references to another online location that contains material or activity that infringes your copyright, you may notify us by providing our copyright agent the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act (“DMCA”). Our agent for notice of claims of copyright infringement on or regarding a Website can be reached by mail at [ADDRESS], Attn: Legal, with a copy by email to [EMAIL].

Your notice must satisfy the requirements of the DMCA and include the following information:

- 1. Your name, mailing address, and email address;
- 2. A statement identifying the copyrighted material you claim is infringed, such as a URL linking to an authorized version of the copyrighted material;
- 3. A statement identifying where the allegedly infringing material is located, such as URL linking to the allegedly infringing material;



4. A statement that you have a good faith belief that the allegedly infringing material identified in section (2), above, is not authorized by the copyright owner, its agent, or the law;
5. A statement, made under penalty of perjury, that the information in this notice is accurate and that you are the owner of the copyrighted material or are authorized to act on behalf of the owner of the copyrighted material; and
6. An electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17. Entire Agreement

- a. This Agreement, as it may be amended from time to time in accordance with the provisions of the Section below, and any and all other legal notices and policies on this Website, constitute the entire agreement between you and Mi Alma with respect to the use of this Website and the Content.
- b. This Agreement and all policies and procedures that are incorporated by reference, together with any other agreements between you and Mi Alma with respect to applicable Services, constitute the entire agreement between you and Mi Alma for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Mi Alma, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services.
- c. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

18. Amendment and Waiver

Mi Alma reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this Website or through the Services. You are responsible for periodically reviewing the amendments on this Website and through the Services, and you are deemed to be aware of such amendments. If you do not agree to the amended terms and conditions, you shall immediately stop using this Website. Access to this Website or use of this Website or Services after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Mi Alma unless executed by Mi Alma in writing or posted by Mi Alma to the Website. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) in this Agreement or any other agreement between you and Mi Alma nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Severability

Any provision of this Agreement which is held by an arbitrator to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the



extent of such illegality, invalidity or un-enforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

20. Inurement

This Agreement shall inure to the benefit of and be binding upon you and Mi Alma and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it and using the Website, having the authority to accept this Agreement and having received a copy of this Agreement.

21. Assignment

This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by you and any attempted transfer or assignment shall be null and void.

22. Language

The parties hereto agree that this Agreement is drafted and executed in the English language.