

1. Introduction

1.1. Purpose of the Terms: Welcome to Fund Me Funerals! These Terms of Service, which we may update from time to time, apply to the Fund Me Funerals Platform, including our website at www.Kiohana.com, mobile apps, and any new features we might add. These Terms of Service are important because they help define our relationship with you as you use the Platform. “Fund Me Funerals,” “we,” “us,” “our,” and other similar terms, shall refer to the party you are contracting with.

1.2. Acceptance of Terms: By using any of the Services or the Platform, you’re agreeing to these Terms of Service. This means you understand and accept all the rules about using our Services. Whether you are contributing to a Fundraiser as a Donor, starting a Fundraiser, withdrawing funds as an Organizer or Beneficiary, or otherwise interacting with the Services, these terms apply to you.

1.3. Quick Note on Arbitration: If you’re using Fund Me Funerals in the United States, you need to know about our arbitration agreement. By using our Services, you are agreeing that if there’s a disagreement or legal issue between you and Fund Me Funerals, it will be resolved through binding arbitration, not in court. You also waive your right to be part of a class action lawsuit or to have a jury trial. Please make sure to read the “Dispute Resolution & Arbitration” section of these Terms of Service for more details.

2. Definitions

These are the key terms that you need to know that will be referenced throughout these Terms of Service:

2.1. Account: A unique account created by a user to access and utilize Fund Me Funerals’s Services, which includes personal information, credentials, and activity logs.

2.2. Affiliates: Any entity that directly or indirectly controls, is controlled by, or is under common control with Fund Me Funerals. This includes subsidiaries, parent companies, and any other related entities.

2.3. AI Service Providers: Third parties that deploy, provide or support artificial intelligence tools, systems, models, or infrastructure used by Fund Me Funerals to enable AI-related features or functionality in connection with the Services, including but not limited to tools used to generate text, images, videos or other User Content.

2.4. Beneficiary: The individual, group or entity for whose benefit the corresponding Fundraiser is conducted and who is the intended recipient of the funds raised.

2.5. Donor: Any individual or entity that contributes funds to a Fundraiser on or through the Services.

2.6. Fundraiser: A campaign initiated on the Services with the goal of raising funds for a specific purpose for a Beneficiary.

2.7. Messages: Communications between users sent through the Messaging features on the platform, which may include text, links, images or other media. Messages are distinct from User content and generally viewable only by the sender and intended recipients, but may be monitored, reviewed, or removed by Fund Me Funerals as part of our content moderation and safety controls.

2.8. Organizer: An individual or entity who initiates and manages a fundraiser on the Platform.

2.9. Platform: The entire suite of online Services provided by Fund Me Funerals including our website, mobile applications, and any related software, services or technologies, including Fund Me Funerals Pro.

2.10. Profile: A feature that allows Users to share their activity on Fund Me Funerals with other Users, including Fundraisers they have created or donated to (unless donated anonymously), to learn about activity on Fund Me Funerals or spotlight specific causes or organizations they care about most, and to follow and engage with other Users.

2.11. Services: All features, functionalities, and tools provided by Fund Me Funerals and its Platform, enabling Users to create and manage Fundraisers, Profiles, donate, and interact with each other.

2.12. Services Content: All content and materials provided by Fund Me Funerals on the Services, including text, graphics, logos, images, and software, but excluding User Content.

2.13. Software: The proprietary software and applications, including cookies and similar technologies, provided and owned by Fund Me Funerals that enable users to access and use the Services.

2.14. Third Party Resources: Any websites, Third Party Services, content, software, applications, cookies and similar technologies, or other products or resources provided by entities other than Fund Me Funerals, which may be accessible through the Services.

2.15. Transaction Fee: A fee charged by Fund Me Funerals or its payment processors for processing donations.

2.16. Transfers: The process of moving funds raised through the Services at the direction of the Beneficiary to either (i) the Beneficiary's bank account or to (ii) another account designated by the Beneficiary, which may be one of our partners for the delivery of a gift card to the Beneficiary for all or part of the funds raised.

2.17. User: Any individual or entity that accesses, registers for, or uses the Platform, including Organizers, Donors, and Beneficiaries.

2.18. User Content: Any content, activity, or information, including your name, text, images, videos, and other materials, that a User posts, uploads, submits, or otherwise makes available or shares with other Users on or through the Services including in connection with any Fundraiser or Profile, regardless of whether such content is generated using artificial intelligence.

2.19. User Conduct: The behaviors and actions of Users while using or otherwise accessing the Services.

3. The Services We Provide

3.1. Description of the Services provided: We offer a Platform for individuals, entities to create Fundraisers to collect monetary donations from Donors for Funeral cost incurred. We also provide a Profiles feature that allows users to share information about their fundraising activities, highlight or follow causes they support.

3.2. Our Role and Limitations: Our Services are a tool for running Fundraisers and for helping Organizers connect with Donors; we are not a bank, payment processor, broker, charity, or financial advisor. We do not solicit donations, the existence of the Services is not a solicitation of donations, and we do not engage in solicitation activities for ourselves or others on our Platform. We do not act in, or intend to act in, any capacity that requires registration, licensure, or compliance as a Professional Fundraiser, Commercial Fundraiser, or Professional Fundraising Counsel in any US state, as such terms are defined under applicable laws. All information provided through our Services is for your general knowledge and isn't meant to be professional advice. If you need specific advice, especially regarding financial, legal, or tax issues, you should consult with a professional. We do not control or endorse any User, Fundraiser, or cause, and we can't guarantee the success of a Fundraiser. As a Donor, it's up to you to decide if a cause is worth contributing to.

3.3. Modification, Suspension, or Termination of the Services: We can change, pause, or stop all or some of the Services at any time and for any reason. We will try to avoid any problems this might cause you or others, but sometimes we might not be able to give you advance notice, especially if it's an emergency or required by law. We are not responsible for and expressly disclaim all liability for any issues or alleged damages that these changes might cause. Additionally, to enhance and personalize your experience, we may conduct tests, including A/B testing, which involve displaying different versions of our Services to our users to evaluate and improve our Services and our performance.

3.4 Recommended Fundraisers and Profiles: When you search or browse on Fund Me Funerals, results are based on deceased name only. It is not ranked based on factors such as your location, contacts you may have shared with us, the fundraiser's

category or a cause if we infer it interests you, proximity to its fundraising goal, and how recently it has received donations.

4. Account Creation and Eligibility Requirements

4.1. What You Need for Registration: When you sign up to use Services, you must provide information that is correct and complete about yourself. This includes your name as it appears on your government-issued identification, address, phone number, occupation, date of birth, and any photos or videos that you may provide, if you're organizing a Fundraiser or adding information to your Profile. It's important to always keep this information up to date to ensure everything runs smoothly. Our Privacy Notice and these Terms of Service govern the registration data and any other information you provide.

4.2. Age Restrictions: If you are under 18, you are prohibited from using our Platform or Services. By using our Platform or our Services, you represent and warrant that you are over the age of 18. Notwithstanding the foregoing, Minors under 18 may be Beneficiaries of Fundraisers on our Platform, subject to compliance with Section 9.4 below.

4.3. Keeping Your Account Safe: You are responsible for keeping your password and account information confidential. Do not share your password with anyone. If you think someone else has used your Account or Supporter Account without your permission, you should tell us right away. Also, always remember to log out of your Account or Supporter Account when you're done using it, especially if you're on a computer that others can use too. If you don't keep your Account and/or Supporter Account safe and comply with these Terms of Service, Fund Me Funerals won't be responsible for any losses that you may incur. For more information on how to keep your Account and/or Supporter Account safe, visit our [Account security](#) page.

4.4. Mobile Services and Text Messages: The Services include certain features that may be made available via a mobile device, including the ability to: (i) upload User Content to the Platform; (ii) browse the Platform; and (iii) access certain items through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access Mobile Services, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you about matters related to your Account or security by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. Further, when setting up your Fund Me Funerals Account, if you click "Send code", you agree to receive automated and non automated text messages related to your Account from or on behalf of Fund Me Funerals at the phone number provided. You can reply STOP to such text messages to cancel, except for automated text messages related to the security of your Account. Message frequency

will vary. Message and normal data rates may apply. We will comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your Fund Me Funerals Account information to ensure that your messages are not sent to the person that acquires your old number. Additionally, you agree to the [SMS Terms of Service](#) as it applies to the provision, receipt, and delivery of text messages by Fund Me Funerals.

5. Payment Processors

Fund Me Funerals itself does not hold any funds raised on our Platform, nor does it handle the actual processing of payments. Instead, we use third-party payment processors to manage and process all donations for Fundraisers. To Transfer funds from a Fundraiser, you must provide your bank account details to our payment processor partners.

By making a Donation, setting up a Fundraiser or accepting the role of Beneficiary to a Fundraiser, you agree to the processing, use, Transfer or disclosure of data by the Payment Processors pursuant to these Terms of Service as well as any and all applicable terms set forth by the applicable Payment Processors. Our current Payment Processors include: Stripe, Inc. ([Stripe's terms of service](#)), and PayPal, Inc. ([PayPal's terms of service](#)), and [PayPal Giving Fund terms](#)

6. User Responsibilities and Obligations

6.1. Organizers: As an Organizer, you represent and warrant that all User Content you provide about your Fundraiser is accurate, complete, and clear. You are responsible for describing on your Fundraiser how funds will be used, and ensuring the funds raised are only used for that specific purpose. You may post updates to your Fundraiser so Donors know how their money is being used, and any other relevant information. If you are raising funds on behalf of someone else, you must ensure that all funds raised are given to or spent on behalf of that Beneficiary. By adding a Beneficiary, you relinquish control of the donations for your Fundraiser to the Beneficiary. When you organize a Fundraiser, you agree to follow all laws and regulations related to your Fundraiser, including but not limited to those about taxes and donations. If you are using personal data from anyone, including but not limited to their name, image or likeness, you must have their valid legal permission to share it with us and post it on the Services. You also agree not to provide or offer to provide goods or services in exchange for donations. We may share information about your Fundraiser with Donors, the Beneficiary, legal authorities, and as otherwise described in our [Privacy Notice](#).

(a) Maintaining Accurate Information: Keeping your registration details accurate and current is essential. This includes updating your name, address, and any images or videos you use to represent yourself or your organization. This helps maintain

transparency and trust with Donors and ensures compliance with these Terms of Service and applicable legal requirements.

(b) You Agree to Cooperate: When you organize a Fundraiser on Fund Me Funerals, you agree to fully cooperate with any request for evidence that we deem necessary to verify your compliance with these Terms of Service. Our requests may include, but are not limited to, asking that you: (a) explain how funds were or will be handled; (b) supply documentary evidence of the circumstances described on your Fundraiser; (c) share the identity of any party receiving, benefitting from, or involved with handling all or any portion of the funds; (d) supply proof of how funds were or will be used; or (e) supply evidence that the intended third party Beneficiary consents to a plan for distribution of funds consistent with the description of your Fundraiser. We reserve the right to refuse, condition, suspend, freeze or ban any Donations, Accounts, Supporter Accounts, Fundraisers, Transfers or other transactions that we believe in our sole discretion may violate these Terms of Service or harm the interests of our Users, business partners, the public, or Fund Me Funerals, or that expose you, Fund Me Funerals, or others to risks unacceptable to us.

6.2. Donors: When you donate money on Fund Me Funerals, it's your responsibility to understand how your donation will be used, and you donate at your own risk. Make sure to regularly check the Fundraiser's page for any updates or new information. We are not responsible for what Organizers promise or offer in their Fundraisers. We are also not responsible for verifying information that appears on Fundraisers, nor do we guarantee that donations will be used in accordance with any fundraising purpose prescribed by a User or Fundraiser. However, we take all reports of fraud or misuse of funds very seriously, and we will take appropriate action against any Fundraiser or User that violates our Terms of Service. We also protect Donors through the Fund Me Funerals Giving Guarantee. Unless you choose to donate anonymously, you consent to Fund Me Funerals using or sharing your name or contact information to promote donation matching, suggest fundraising goals, or to otherwise encourage others to donate, provided however, Fund Me Funerals will obtain additional consents, if required under applicable laws.

(a) Making Donations: When you donate to a Fundraiser or NPO through Fund Me Funerals or an NPO Website powered by Fund Me Funerals Pro, you need to use a credit card or other payment method that is linked to your Account or your Supporter Account, as applicable. You represent and warrant that your payment information is correct and that you are legally authorized to use your payment method. There may be a minimum amount you can donate, and once you donate your money will not be refunded unless Fund Me Funerals decides to give a refund pursuant to Section 7.1(b) or pursuant to the Fund Me Funerals Giving Guarantee. When you donate, we will save your preferred payment method so we can make it easier for you to donate in the future. We use third party payment processors to process your donation. As explained further in Section 5 "Payment Processors", by donating, you also agree to allow our payment processors to manage your payment information according to their rules and these

Terms. For details on the companies we use for processing payments and their rules, please check the “Payment Processors” section above.

(b) Reporting Concerns: We take any reports of fraud or misuse of funds very seriously. You can learn more about how we handle fraud and misuse by contacting KiOhana via email or phone. If you have reason to believe that a User or Fundraiser is not raising or using the funds for their stated purpose, contact KiOhana of this potential issue and we will investigate.

6.3. Tax Responsibilities for Organizers and Beneficiaries: We do not withhold funds for tax purposes or otherwise. You, as an Organizer or Beneficiary are solely responsible for paying any applicable taxes in connection with any donations you receive. It’s up to you to calculate, report, and pay the correct amount of tax to the tax authorities.

6.4. Profiles: When using your Profile you agree to adhere to all the terms regarding User Content and User Conduct set forth in Section 8 (“Prohibited Fundraisers and Related User Content”) and Section 9 (“Prohibited User Conduct”) below. This means, among other things, that you may not use your Profile to post misleading, false, or unlawful content. Notwithstanding the foregoing, you may use a username or other identifier on your Profile or your custom public profile URL, but we reserve the right to remove it if we believe it is inappropriate (such as when a trademark owner complains about a username or identifier that does not closely relate to your actual name or when it otherwise violates these Terms of Service). Fund Me Funerals reserves the right, at its sole discretion and without prior notice, to suspend your Profile and to remove or modify any User Content included on your Profile that violates these Terms of Service. By choosing to make your Profile public, you acknowledge that your Profile information, activities and related User Content may be visible to other Users and searchable on the Fund Me Funerals Platform. This means that your username and/or name, profile photo, bio, fundraising and donation activity, who you follow and your followers, and any other activity you engage in on the Platform may be visible to others. By making your Profile public, you give us permission to display information associated with your Profile—such as your username, profile photo, and interactions (e.g., likes, follows)—in connection with other content or accounts, including fundraisers, public posts, and in content or other features that appear on or through the Platform. When your profile is set to private, only limited information such as your name, photo, bio and follower and following counts will remain visible to other Users, but the rest of your activities on the Fund Me Funerals Platform will not be publicly displayed. You can control your Account settings to make your Profile either public or private. For more information on how your data will be collected and used, please see our [Privacy Notice](#).

6.5. Messaging: You may not use Messages to harass, solicit off-platform payments, send spam or scams, or share content or engage in any conduct that otherwise violates these Terms of Service. Your Messages may be subject to moderation and review (including through automated tools such as AI) to protect the safety of the Platform and its Users, and to improve our Services. Fund Me Funerals reserves the right to limit

access to Messaging, remove Messages, or take other enforcement actions in accordance with these Terms.

7. Transfers, Holds, Returns & Chargebacks

7.1. Transfers: While we strive to make Transfers available to you promptly, our ability to do so is dependent upon Users providing the right information and upon our technical systems operating as intended. You acknowledge and agree that: (i) Transfers may not be available to you for use immediately; (ii) we do not guarantee that Transfers will be always available to you within any specific time frame, but we will use commercially reasonable efforts to provide Transfers as soon as reasonably possible; (iii) you will cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service; and (iv) to the extent permitted by applicable law, we expressly disclaim any and all responsibility for any delay in Transfers or your inability to access and use donated funds at any specified time, and any consequences arising from such delay or inability. We will use commercially reasonable efforts to let you know when you can expect to receive the Transfer and to provide a clear timeframe whenever possible.

(a) You must provide accurate info: You, as an Organizer and/or Beneficiary, are responsible for (i) verifying your personal information and bank account information under “Set up transfers” as soon as possible; and (ii) ensuring that the information you provide to Fund Me Funerals and/or its Affiliates in order to process a Transfer, including bank account information, is accurate and up to date.

(b) Refunds: We may, in our sole discretion, offer or issue a refund of Donation(s), which may comprise the entire amount donated to your Fundraiser. Refunds may be issued with or without prior notice, depending on the circumstances. For example, we may refund donors based on fraud prevention, violation of our Terms of Service, card scheme compliance, failure to provide requested evidence of compliance with our Terms of Service, legal obligations, or other reasons. To the extent permitted by applicable law, we will not be liable to you or any third party for any claims, damages, costs, losses, or other consequences caused by refunds, including, but not limited to, transaction or overdraft fees. Subject to our Fund Me Funerals Giving Guarantee, we will determine the appropriate resolution in cases where Donors, Organizers, or Beneficiaries request a refund. Where a Beneficiary does not want the funds (or the portion of funds that exceed the Fundraiser goal) and an Organizer or Beneficiary requests a refund, or where a Beneficiary fails to complete the necessary steps to withdraw funds within 120 days of the first donation (unless otherwise extended at Fund Me Funeral’s discretion),.

(c) Transfer Funds within 120 Days: Our payment processors are not able to hold funds indefinitely. If you do not Transfer your donations to your bank account within one hundred and twenty (120) days of your first donation, our payment processors may, in accordance with relevant laws and regulations, refund or escheat any funds raised. You

will be responsible for working with the appropriate governmental authority to claim any escheated funds.

7.2. Transfer Holds: We may, in our sole discretion, place a hold on a Fundraiser, restrict Transfers, initiate a reverse ACH Transfer, secure reserves, or take similar actions to protect our Users (any of these actions may be referred to as a “Hold”). We may put a Hold on your Fundraiser or Account for several reasons, including but not limited to:

- (a) We need more information to verify that your Fundraiser complies with our Terms of Service, or we have determined that a Fundraiser or User has violated our Terms of Service;
- (b) Our determination that the funds should be provided directly to a person other than the Organizer, such as a legal Beneficiary or person entitled by law to act on behalf of an Organizer;
- (c) We have determined, in our sole discretion, that the use of funds has materially changed from the original purpose of the Fundraiser, necessitating refunds to Donors;
- (d) Such action is required to comply with a court order, injunction, writ, or as otherwise required under applicable law and regulations.

If you have questions about a Hold we may have placed on your Fundraiser or Account, or need information about how to resolve the Hold, please see this article and check the email account used to register for additional information.

7.3. Payment Processor Chargebacks or Returns: Occasionally, a Donor may dispute a credit card or ACH charge for a Donation through the Services or submit a request for a refund. If you believe that an error has occurred in any of your donations, please contact us immediately so we can help resolve the issue. Any fraud disputes or chargebacks initiated with your payment provider may be contested by us on the basis of this authorization. In situations where the Cardholder is not alleging that a fraudulent donation has been made (i.e. that the transaction was not made by the cardholder), the Cardholder should always attempt to resolve the dispute with the Organizer or with us before pursuing a chargeback or return.

We will review each request to determine whether the request is legitimate, and if we determine a request is not legitimate, we may use information submitted by you and/or at our disposal at the time of donation to defend that request. Further, we will defend any non-fraud request with such reason codes as Merchandise / Services Not Received or any other code that suggests non-delivery, as transactions processed on Fund Me Funerals are donations without the expectation or exchange of goods or services.

If a Donor disputes their transaction with their bank or card issuer, or if the card issuer disputes the transaction on behalf of the cardholder and it becomes a chargeback or

return, the Donor surrenders, without limitation, any benefits or protections of the Fund Me Funerals Giving Guarantee related to that Donation.

8. Prohibited Fundraisers and Related User Content

This Section includes our rules about prohibited and/or illegal Fundraisers and User Content. We may remove any User Content or Messages—including any Fundraisers—that we determine violates these Terms of Service, regardless of whether such User engaged in such conduct by leveraging artificial intelligence (“AI”) provided by Fund Me Funerals, our AI Service Providers or otherwise. Further, if you violate these Terms of Service, we may ban or disable your use of the Services, stop payments to any Fundraiser, freeze or place a hold on donations and Transfers, report you to law enforcement authorities, or take any other appropriate legal action.

We may investigate a Fundraiser, a User or User Content at any time to ensure compliance with these Terms of Service. In doing so, we may consider all available material, including but not limited to social media, related news, and any other information that we deem relevant in our review. Please note that while we reserve the right to remove, edit, or modify any content on our Platform at our sole discretion, we are not obligated to do so. This includes content that is illegal, inaccurate, misleading, infringes on intellectual property rights, or violates these Terms of Service.

You agree that you will not use the Services or Platform to raise funds, establish any Fundraiser, or post any User Content for the purposes of promoting or involving:

- 8.1.** the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers that are utilized in connection with the Services;
- 8.2.** Fundraisers that are fraudulent, misleading, inaccurate, dishonest or impossible;
- 8.3.** offensive, graphic, perverse or sexual content;
- 8.4.** the funding of a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
- 8.5.** purchase or use by an organization or individual of drugs, narcotics, steroids, controlled substances, pharmaceuticals or similar products or therapies that are either illegal, or prohibited at the state or national level;
- 8.6.** activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority and by our payment service providers;

- 8.7.** any equipment or weapons meant for use in conflict or by an armed group, explosives, ammunition, firearms, knives, or other weaponry or accessories;
- 8.8.** any activity in support of terrorism, extremism, hate, violence, harassment, bullying, discrimination, terrorist financing, extremist financing, or money laundering;
- 8.9.** User Content that reflects, incites or promotes bullying, harassment, discrimination, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, disabilities or diseases;
- 8.10.** the legal defense of financial and violent crimes, including those related to money laundering, murder, robbery, assault, battery, sex crimes or crimes against minors;
- 8.11.** User Content that promotes self-harm or suicide except as permitted by law in a clinical setting;
- 8.12.** gambling, gaming and/or any other activity with an entry fee and a prize including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving rewards (monetary or otherwise) in exchange for donations, including event tickets, raffle entries, meet-and-greet opportunities, gift cards or sweepstakes;
- 8.13.** any activity that disguises, conceals, or otherwise obscures the origin of funds;
- 8.14.** annuities, investments with the expectation of a return, loans, equity or lottery contracts, lay-away system, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, “get rich quick schemes” (i.e., investment opportunities or other services, that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
- 8.15.** the receipt or grant of cash advances or lines of credit to yourself or to another person for any reason, including but not limited to self payments, or payments for which there is no apparent purpose;
- 8.16.** products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party, including but not limited to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
- 8.17.** the promotion, advertisement, sale or resale of goods or services;

8.18. electoral fundraising unless the Fundraiser is directly managed by the candidate or their committee; any election Fundraiser in an unsupported country unless run by a registered organization within a supported country;

8.19. any attempt to bypass or otherwise circumvent payment processing rules and regulations, or these Terms of Service;

8.20. any activity that presents Fund Me Funerals with an unacceptable risk of financial loss;

8.21. any other activity that Fund Me Funerals may deem, in its sole discretion, to: (a) be unacceptable or objectionable; (b) restrict or inhibit any other person from using or enjoying the Services; or (c) expose Fund Me Funerals, its employees or Users to any harm or liability of any type.

9. Prohibited User Conduct

This Section includes our rules about User Conduct that is prohibited and/or illegal. We may remove any User Content or Messages—including any Fundraisers—if we determine that a relevant User has engaged in User Conduct that violates these Terms of Service, regardless of whether such User engaged in such conduct by leveraging AI provided by Fund Me Funerals, our AI Service Providers or otherwise. Further, if you violate these Terms of Service, we may ban or disable your use of the Services, stop payments to any Fundraiser, freeze or place a hold on donations and Transfers, report you to law enforcement authorities, or otherwise take appropriate legal action.

By using the Services or our Platform, you agree:

9.1. not to use the Services to transmit or otherwise upload any User Content that: (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; or (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;

9.2. not to interfere with or disrupt servers or networks connected to or used to provide the Services or their respective features, or disobey any requirements, procedures, policies or regulations of the networks connected to or used to provide the Services;

9.3. not to harvest, collect, scrape or publish personally identifiable information of others;

- 9.4.** not to raise funds for a minor unless (i) you have obtained express permission of the minor's guardian; or (ii) the funds are Transferred into a trust, UTMA or UGMA account for the sole benefit of the minor;
- 9.5.** not to use the Services on behalf of a third party or post any personal data or other information about a third party, without the express consent of that third party;
- 9.6.** not to use another User's Account, Supporter Account, Profile, or URL without permission, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, misrepresent an NPO or Fundraiser through the Services, or post User Content in any inappropriate category or areas on the Services;
- 9.7.** not to create any liability for Fund Me Funerals or cause us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;
- 9.8.** not to gain unauthorized access to the Services, or any account, computer system, or network connected to the Services, by any unauthorized or illegal means;
- 9.9.** not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
- 9.10.** not to use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contain advertising, except that using the Services for fundraising activities in accordance with these Terms of Service is expressly permitted;
- 9.11.** not to transmit more request messages through the Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- 9.12.** not to undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services;
- 9.13.** not to share your password or login credentials with anyone for any reason;
- 9.14.** not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
- 9.15.** not to use the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC) nor as applicable in your country;

9.16. not to use bots, automated scripts, software, or any other method not expressly authorized by Fund Me Funerals to artificially generate follows, followers, or any other form of inauthentic engagement.

9.17. not to attempt to undertake indirectly any of the foregoing;

9.18. to maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation, adhering to any security procedures and controls required by Fund Me Funerals from time to time;

9.19. to maintain a copy of all electronic and other records related to Fundraisers and Donations as necessary for Fund Me Funerals to verify compliance with these Terms of Service and make such records available to Fund Me Funerals upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and

9.20. at Fund Me Funerals's request, to cooperate as far as reasonably possible and permitted under applicable law, in the auditing of, investigation of (including without limitation, investigations by Fund Me Funerals, a Payment Processor, or a regulatory or governmental authority), and remedial efforts to correct any alleged or uncovered violation or wrongdoing of a User to whom, or Fundraiser or Donation to which, you are connected.

9.21. Not to convert funds raised through the Platform into cryptocurrency for the purposes of delivering those funds to its intended recipients, including Beneficiaries. All funds must be withdrawn and delivered in fiat currency.

10. Content Moderation and Reporting Fundraisers

If you have reason to believe that a Fundraiser contains illegal content or content that violates these Terms of Service or our content moderation policies, please use the "Report" button on the Fundraiser to alert our team of this potential issue and we will investigate. If you disagree with a decision taken by us in connection to a notice or complaint related to User Content and/or use of the Platform that is illegal or prohibited by Fund Me Funerals, you may use our available dispute resolution systems.

We leverage a combination of business rules, machine learning, and human review to identify and remediate violations of our Terms of Service. Additional information related to how we moderate User Content, how we protect individuals from illegal content, the process for reporting or appealing violations, the process for handling and resolution of complaints and the dispute resolution contact KiOhana.

11. Fees

11.1. We Charge a Platform Fee: A Platform fee is an upfront, calculated charge, either fixed or percentage-based, for accessing or using a specific service on a Platform. We charge a Platform fee, and we do not charge to start or maintain a Fundraiser. However, a Transaction Fee applies to donations received.

11.2. A Transaction Fee Is Charged on All Donations: A Transaction Fee is the cost of processing a payment. Although there are no Platform fees to start or maintain a Fundraiser, please keep in mind that a Transaction fee, including credit and debit charges, is deducted from each donation by our Payment Processors to securely deliver your donations.

12. Intellectual Property Rights, Content Ownership and Licenses

12.1. Ownership and intellectual property: You acknowledge that the Services Content are protected under laws related to copyright, patent, trademark, and other proprietary rights. The technology and Software that support the Services, or are distributed in connection with them, are owned by Fund Me Funerals, our Affiliates, and our partners.

12.2. Use of Fund Me Funerals Trademarks: The Fund Me Funerals name and logos are trademarks of Fund Me Funerals and its Affiliates (collectively the “Fund Me Funerals Trademarks”). Other company, product, and service names and logos displayed on our Services or Platform may be trademarks of their respective owners, who may or may not be affiliated with us. Nothing in these Terms of Service or our Services gives you permission to use any Fund Me Funerals Trademarks without our prior written consent. All goodwill generated from the use of Fund Me Funerals Trademarks benefits us exclusively.

12.3. Do Not Misappropriate Content on our Site: You agree not to alter, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services Content or User Content. You agree not to use any data mining, spiders, robots, scraping, or similar data gathering or extraction methods to extract or copy any of the Services Content or User Content in any form or otherwise in connection with your use of the Services. You are expressly prohibited from using, scraping, crawling, or otherwise collecting any content (User Content or otherwise) from Fund Me Funerals, for the purpose of training, developing, or operating any machine learning models, large language models, or any other artificial intelligence systems, including foundation or frontier models, without the express prior written consent of Fund Me Funerals. Any unauthorized use of Fund Me Funerals content, including for AI model training, constitutes a violation of these terms and may result in the suspension or termination of your account and legal action. If we block your access to the Services (including blocking your IP address), you agree not to bypass this blocking (for example, by masking your IP address or using a proxy IP address). Any rights not expressly granted herein by us are reserved.

12.4. Do Not Misappropriate our Software: You are prohibited from copying, modifying, creating derivative works of, reverse engineering, disassembling, or attempting to discover any source code of the Software or the Services in any form.

12.5. Rights and Permissions for User Content You Share: When you share content through our Services, including through your Profile or when interacting with AI, you represent and warrant that you either own the content or have permission to use and share it. This includes all related copyrights, trademarks, and rights to privacy or publicity. When you upload, share, or make any User Content available in connection with the Services, you grant Fund Me Funerals and its Affiliates the worldwide, royalty free, transferable, sublicensable, perpetual, irrevocable license to copy, display, distribute, store, modify, translate, publish, prepare derivative works, or otherwise use that User Content for any purpose, including for the promotion, advertisement or marketing of our Services in any form of media. This license includes the right for us and our AI Service Providers to analyze and process the User Content to enhance and develop the Services and related technologies, including through the use of machine learning and AI models (whether generative, predictive, or another type). This license enables us, for example, to use User Content to train and refine models that support safety features, fraud prevention, content moderation, customer support, and product optimization. We do not use your content to train AI models for the purpose of developing general-purpose commercial AI products unrelated to the Services. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or Fund Me Funerals's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

12.6. Release and Waiver of Rights in User Content: When you post any User Content and to the maximum extent permitted by law, you irrevocably waive any moral rights in your User Content against us and our Users, and agree to release and hold harmless Fund Me Funerals, our contractors and our employees from (i) any claims for invasion of privacy, publicity or libel; (ii) any liability from the use of your name, image, or likeness, including blurring, distortion, alteration or other uses; and (iii) any liability for claims made by you related to your User Content, name, image or likeness. By posting User Content, you also waive any right to inspect or approve any intermediary or finished versions of your User Content. If your User Content includes anyone other than yourself, you represent and warrant that you have obtained all necessary permissions, waivers, and releases from those individuals. This ensures that Fund Me Funerals can use the content as described above without any legal issues.

12.7. User Submissions and Feedback: Any content or information you provide to Fund Me Funerals, whether solicited or not, may be publicly accessible. This includes any information you post on forums, in comment sections, surveys, customer support communications, or any other submissions such ideas, suggestions or feedback about the Services ("Submissions and Feedback"). By submitting any Submissions or Feedback, you agree that (i) we have no obligation to keep Submissions or Feedback

confidential; (ii) we may already have similar information under consideration or development; (iii) we can use and distribute Submissions and Feedback for any purpose, without acknowledgement or compensation to you; (iv) you have all necessary rights to submit such Submissions and Feedback; (v) you grant Fund Me Funerals a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, and fully transferable license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise exploit other information, including the right to sublicense these rights; and (vi) You waive any moral rights or equivalent claims to the extent permitted by law. This section remains effective even after your Account or use of the Services is terminated.

12.8. Copyright or Trademark Complaints: We respect the intellectual property of others, and we ask that our Users do the same. We will process and investigate notices of alleged copyright or trademark infringement and take appropriate action under the Digital Millennium Copyright Act (“DMCA”) or other locally equivalent intellectual property laws. In our sole discretion, we may terminate the Accounts of any Users who infringe on others’ intellectual property rights.

(a) Takedown Notice: If you believe that your work appears on our site in a way that constitutes copyright infringement, or that your intellectual property rights have otherwise been violated, you must notify us in writing, as follows:

Fund Me Funerals Copyright:

KiOhana America LLC
c/o Fund Me Funerals
1631 Navigator Ln
Tarpon Springs, FL 34689

To be effective, your Takedown Notice must contain the following information:

- Your complete contact information (full name, mailing address and phone number). Please note that we may provide your contact information to the person who posted the content you are reporting. For this reason, you may wish to provide a professional or business email address;
- a description of the copyrighted work that you claim has been infringed;
- A description of the contention on our site that you claim infringes your copyright;
- a description of where the material that you claim is infringing is located on the Services. The easiest way to do this is by providing web addresses (URLs) leading directly to the allegedly infringing content.
- A declaration that:

- You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- The information in your notice is accurate; and
- Under penalty of perjury, you are the owner or authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
- Your electronic or physical signature.

13. Data Privacy

13.1. Privacy Notice: At Fund Me Funerals, we respect the privacy of our Users. For details, please see our [Privacy Notice](#). By using the Services, you acknowledge our collection, use and sharing of personal data as outlined therein.

13.2. Retention of Fundraiser Data: We are not obligated to retain data related to any Account, Supporter Account, or Fundraiser after its conclusion. We may delete historical data or terminate inactive Accounts or Supporter Accounts without notice, except for any data we must keep to comply with legal or regulatory compliance obligations or to establish, exercise or defend legal claims.

13.3. Understanding Public Visibility and Privacy Settings: Some things you do on our Platform are public, like the posts you make and the material you upload (this could be anything from descriptions, photos, videos, comments, to music and logos). Also, the Profile information you provide (like your name, organization, photo, and biography) can be seen by other Users to help people connect within the Service. For example, if you're organizing a Fundraiser, you might share personal details, such as a hospital stay, which are sensitive. If you're donating, you can choose to show your donation publicly, meaning anyone on the internet, including search engines like Google, can see it. If you want to keep your donation private, just check the "Don't display my name publicly on the fundraiser" box when you donate. Keep in mind, the Fundraiser Organizer, their team, the Beneficiary and others will still see your information according to our Privacy Notice. Messages are not public, but may be accessed, reviewed, or disclosed by Fund Me Funerals in accordance with our [Privacy Notice](#) and these Terms, including for content moderation, safety, and legal compliance purposes.

13.4. Third-Party Communications: When using our Services to communicate with third parties (e.g., discussing a Fundraiser or Donation), you confirm you have the authority and necessary consents from the third party to share their data with us and that you have informed them about how their information will be collected and used by Fund Me Funerals. You also agree that we may use such data to contact the third party or provide you with a template or prepopulated message to facilitate communication and that we may send reminders or related messages to you and the third party. Without limiting the foregoing, in the event you are sending any text message to any resident of the State of Washington, you agree that (i) you will not send, or cause to be sent, any prepopulated message provided by us, (ii) you will obtain clear and affirmative consent

from the person before sending them them a text, and (iii) if the recipient indicates that they do not wish to receive additional text messages, you will ensure you do not send any additional text messages to them.

14. Artificial Intelligence

Artificial Intelligence: We are constantly developing new technologies and features to improve our Services. For example, we may enable you to use AI features developed by us and/or our AI Service Providers to make it easier for you to write, create assets or other content and promote your use of our Services such as helping you draft fundraisers, posts, create photos or videos to share your fundraisers, or for otherwise optimizing the use of our Services. AI features may also include a conversational chatbot or AI agent that will assist Users by guiding them through the fundraiser creation and management process. Use of these features is offered solely as a convenience to you, and such features are offered on an as-is basis with no warranties of any kind.

(a) AI Chat Recordings: If you use our AI-powered chat agent, we will disclose when you are interacting with AI rather than a human. Additionally, your chats may be recorded and/or monitored by us and our AI Service Providers for training, content moderation, and quality assurance purposes. By using these AI features, you consent to such recordings. Notwithstanding the foregoing, Fund Me Funerals is not obligated to review or retain your interactions with AI on our Platform.

(b) AI Accuracy, Limitations and User Responsibility: AI-generated content is probabilistic, meaning it may not always be unique across users and may contain errors, inaccuracies, or offensive content that does not reflect Fund Me Funeral's views. AI-generated content should not be relied upon for legal, financial, medical, or any other professional advice. You are solely responsible for any content you provide to any AI agent on Fund Me Funerals, as well as for reviewing, editing, and ensuring the accuracy and appropriateness of all AI-generated content before incorporating it into your Fundraiser or otherwise sharing such content. Exercise discretion before using AI-generated content on the Platform, on social media or in any public or fundraising communications. Like all content you share on our Platform, you are responsible for ensuring any content you generate using an AI agent complies with these Terms of Service, including not sharing misleading information or other User Content that infringes on the rights of others.

(c) AI Content Moderation: You acknowledge that any information you provide and any information generated while using our AI features will be shared with our AI Service Providers to enable your use of our AI features and for content moderation and other purposes consistent with our Terms of Service. You may not use the AI Products in a manner that violates any terms or policy of any AI Service Provider.

(d) Other Restrictions on AI Use: AI-generated content may not be used to develop machine learning models or related technology. Our optional AI features may not be

construed as acting as an agent for Fund Me Funerals, and may not bind us to any obligations, legal or otherwise. We do not guarantee the availability of the AI features in any or all geographical areas, and we reserve the right to modify, limit, or discontinue access to AI features on its platform at any time.

You may not use the Services, including any AI features available on the Platform, to develop machine learning models or related technology.

15. Third-Party Services and Content

15.1. Other Third Party Websites/Links/Services. Our Services may rely on, or certain third parties may include in our Services links to, certain Third Party Resources. We have no control over such Third Party Resources and do not endorse or otherwise take any responsibility for such Third Party Resources. By using our Services, you agree that we are not liable for the content, functions, accuracy, or legality of these Third Party Resources, or any damages or loss that may be caused by these Third Party Resources. In certain situations, Third Party Resources may include products or services offered by a third party that you may display or are otherwise made available through the Services and if so, you may be subject to third-party terms associated with such Third Party Resources. Fund Me Funerals has relationships with certain providers of such products and services, and we may be paid by such providers in the form of commissions in connection with these products and services.

15.2. Apple-Enabled Software Applications: Fund Me Funerals offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. (“Apple”), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

(a) Fund Me Funerals and you acknowledge that these Terms of Service are concluded between Fund Me Funerals and you only, and not with Apple, and that as between Fund Me Funerals and Apple, Fund Me Funerals, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof (except for User Content).

(b) You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

(c) Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

(d) Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

(e) Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Fund Me Funerals's sole responsibility, to the extent it cannot be disclaimed under applicable law.

(f) Fund Me Funerals and you acknowledge that Fund Me Funerals, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(g) In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Fund Me Funerals and Apple, Fund Me Funerals, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(h) Fund Me Funerals and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party Beneficiary thereof. Accordingly, the parties acknowledge and agree that Fund Me Funerals enters into this clause ("Apple-Enabled Software Applications") for its own benefit and on its own behalf and also as an agent for the benefit and on behalf of Apple and its subsidiaries with respect to the exercise and enforcement of all rights, benefits and remedies of Apple and its subsidiaries (but not any obligation or burden) in this clause ("Apple-Enabled Software Applications") which rights, benefits and remedies shall be enforceable by Fund Me Funerals in its own right and also as agent for and on behalf of each of Apple and its subsidiaries. Fund Me Funerals may amend, terminate or rescind these Terms of Service without the consent of Apple or any such subsidiary.

16. Suspension or Termination of Accounts

You agree that we may, in response to concerns of fraudulent or illegal activity or a material breach of these Terms of Service, suspend or terminate your Account (or any part thereof), Supporter Account, or your access to the Services and remove and discard any User Content or data at any time, including any Fundraisers you may have organized. To the extent permitted by applicable law, we may take any such actions

without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. We may take such actions with or without providing you notice.

16.1. Account Closures: We reserve the right, without limitation, to close your Account, Supporter Account, or disable your access to the Services in any of the following circumstances: (i) we are unable to confirm that your Fundraiser complies with these Terms of Service; (ii) we are unable to support your Account or Supporter Account from a technical perspective; (iii) our payment processors are unable to support your Account or Supporter Account; (iv) the Beneficiary requests that the Fundraiser is removed; (v) your Account or Supporter Account becomes dormant or otherwise abandoned; (vi) your Account or Supporter Account displays activity that poses a risk to Fund Me Funerals or its community; or (vii) such action(s) is required to comply with a court order, writ, injunction, or as otherwise required under applicable laws and regulations. If we close your Account or Supporter Account or otherwise disable your access to the Services for any of these reasons, we may also issue refunds, as appropriate, in accordance with these Terms of Service and the [Fund Me Funerals Giving Guarantee](#).

17. Disclaimers and Limitations of Liability

17.1. Warranty Disclaimer: YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EACH OF FUND ME FUNERALS AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT PREJUDICE TO STATUTORY WARRANTIES UNDER APPLICABLE LAW, AND WITHOUT PREJUDICE TO CONTENT MODERATION REQUIREMENTS WHERE PRESCRIBED BY APPLICABLE LAW, NEITHER FUND ME FUNERALS NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTY OR CLAIM THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

ALL THIRD-PARTY INFORMATION AND CONTENT ON THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. FUND ME FUNERALS AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF THIS INFORMATION. NO CONTENT IS INTENDED TO PROVIDE FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE. BEFORE MAKING

DECISIONS ABOUT FUNDRAISERS, NPOS, DONATIONS, OR ANY RELATED INFORMATION, CONSULT WITH YOUR FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVISOR. YOU ACKNOWLEDGE THAT YOU ACCESS ALL INFORMATION AND CONTENT ON THE SERVICES AT YOUR OWN RISK.

WE DO NOT GUARANTEE THAT ANY FUNDRAISER WILL RECEIVE A SPECIFIC AMOUNT OF DONATIONS OR ANY DONATIONS AT ALL. WE DO NOT ENDORSE ANY FUNDRAISER, USER, OR CAUSE, AND WE MAKE NO GUARANTEES ABOUT THE ACCURACY OF INFORMATION PROVIDED THROUGH THE SERVICES. AS A DONOR, YOU MUST DETERMINE THE VALUE AND APPROPRIATENESS OF CONTRIBUTING TO ANY USER OR FUNDRAISER.

17.2. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FUND ME FUNERALS NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR ANY: (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; (II) DAMAGES FOR LOSS OF PROFITS; (III) DAMAGES FOR LOSS OF GOODWILL; (IV) DAMAGES FOR LOSS OF USE; (V) LOSS OR CORRUPTION OF DATA; OR (VI) OTHER INTANGIBLE LOSSES (EVEN IF FUND ME FUNERALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES INCLUDING ANY AI FEATURES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (C) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FUND ME FUNERALS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID FUND ME FUNERALS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (US\$100).

YOU AGREE THAT NEITHER FUND ME FUNERALS NOR ANY OF ITS AFFILIATES SHALL BE LIABLE IN ANY WAY FOR ANY CONTENT OR MATERIALS OF ANY THIRD PARTIES (INCLUDING USERS), ANY USER CONTENT (INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY USER CONTENT), OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY SUCH USER CONTENT. YOU AGREE THAT FUND ME FUNERALS IS NOT RESPONSIBLE FOR ANY ACTIONS YOU TAKE BASED ON CONTENT OR OUTPUTS GENERATED THROUGH AI FEATURES, NOR FOR ANY ERRORS, OMISSIONS, OR MISREPRESENTATIONS CONTAINED IN AI-GENERATED

CONTENT. USE OF THESE FEATURES IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT FUND ME FUNERALS DOES NOT PRE-SCREEN ALL USER CONTENT, BUT THAT FUND ME FUNERALS AND ITS DESIGNEES WILL HAVE THE RIGHT (BUT NOT THE OBLIGATION) IN THEIR SOLE DISCRETION TO REFUSE, REMOVE, OR ALLOW ANY USER CONTENT THAT IS AVAILABLE VIA THE SERVICES AT ANY TIME AND FOR ANY REASON, WITH OR WITHOUT NOTICE, AND WITHOUT ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS, DAMAGES, COSTS OR LOSSES RESULTING THEREFROM. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE OUTCOME OR SUCCESS OF ANY FUNDRAISER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

18. Indemnification and Release

18.1. Obligations of Users to Indemnify Fund Me Funerals against certain types of claims: To the fullest extent permitted by applicable law, You agree to release, indemnify and hold Fund Me Funerals and its Affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses (including reasonable attorneys' fees), costs, awards, fines, claims, and actions of any kind, arising out of or relating to your use of the Services, any Donation or Fundraiser, any User Content or content generated by AI, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that Fund Me Funerals has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify Fund Me Funerals for the costs of its defense.

18.2. Release of Claims: If you are a California resident, you waive California Civil Code Section 1542, which says: "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." If you are a resident of another jurisdiction—in or outside of the United States—you waive any comparable statute or doctrine to the extent permitted by law.

19. Dispute Resolution & Arbitration

19.1. USERS IN THE UNITED STATES:

PLEASE READ THIS SECTION CAREFULLY BEFORE USING THE SERVICES OR PLATFORM AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW CLAIMS THAT YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED. This Agreement requires you to arbitrate disputes with Fund Me Funerals and limits the manner in which you can seek relief. This Agreement limits certain legal rights, including the right to a jury trial, the right to participate in any form of class, collective, or representative claim, dispute or action, and the right to certain remedies and forms of relief. Other rights that we or you would have in court, such as an appellate review, also may not be available in the arbitration process described within this section.

(a) Informal Resolution: You and Fund Me Funerals agree that good-faith informal efforts to resolve disputes can often result in a prompt, low-cost and mutually beneficial outcome. In the unlikely event that a disagreement arises between you and Fund Me Funerals regarding any claim or controversy at law or equity arising out of, relating to, or connected in any way with the Services or the Platform (collectively, "Dispute"), prior to initiating any legal action, you must first contact us directly by email contact@Kiohana.com. You must provide your name, the email address associated with your Fund Me Funerals account (if any), a description of the Dispute and the specific relief sought.

You agree that the term "Dispute" in these Terms of Service will have the broadest meaning possible. These Terms also cover any Dispute between you and any officer, director, board member, agent, employee, affiliate of Fund Me Funerals, or third party if Fund Me Funerals could be liable, directly or indirectly, for such Dispute. This includes any Disputes arising out of or relating to your relationship with us, including without limitation, disputes related to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, your use of the services, and/or any rights of privacy and/or publicity.

During the 60 days from the date you first contacted us to inform us about the Dispute, you and we agree to engage in good faith efforts to resolve the Dispute. You will not initiate any legal action during this period. An extension of time may be mutually agreed upon by you and us.

Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration or legal action. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

(b) Binding Arbitration Agreement & Class Action Waiver: YOU AND FUND ME FUNERALS AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OUR SERVICES IS PERSONAL TO YOU AND FUND ME FUNERALS. YOU AND FUND ME FUNERALS AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS AND NOT IN A COURT OF LAW. YOU AND

WE HEREBY EXPRESSLY WAIVE ANY RIGHTS TO SUE IN COURT AND RECEIVE A TRIAL BY JUDGE OR JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration proceedings and arbitration outcome are subject to certain confidentiality rules, and judicial review of the arbitration outcome is limited. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. This Agreement to arbitrate such disputes, claims or controversies shall be referred to herein as the "Arbitration Agreement".

Notwithstanding the foregoing, the Arbitration Agreement shall not require arbitration of the following Disputes: (i) qualifying individual Disputes in small claims court, so long as such individual action remains in such small claims court and advances only on an individual (non-class, non-representative) basis; (ii) an enforcement action through the applicable federal, state, or local agency if that action is available; or (iii) injunctive or other equitable relief in a court of competent jurisdiction for any dispute related to the actual or threatened infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents).

(c) Arbitration Process, Rules, and Forum: You and Fund Me Funerals agree that the terms of this Arbitration Agreement are governed by the Federal Arbitration Act in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules"), including its Mass Arbitration Supplementary Rules, as modified by these Terms of Service. The AAA Rules and filing forms are available online at www.adr.org. Unless otherwise agreed to by the parties in writing, the arbitration proceedings shall remain confidential. Unless you and Fund Me Funerals otherwise agree, or the Mass Arbitration process outlined below is triggered, the arbitration will be conducted in the county where you reside. Any Arbitration Demand filed with the AAA must comply with the requirements set forth by the AAA under its AAA rules. In addition, the demand shall include a statement certifying the completion of the informal dispute resolution conference pursuant to the informal dispute resolution section above. A copy of the Arbitration Demand must be sent by email to the counsel who represented Fund Me Funerals in the informal dispute resolution process, or if there was no such counsel then by email to contact@Kiohana.com and by mail to KiOhana America LLC 1631 Navigator Ln Tarpon Springs FL, 34689.

If the party requesting arbitration is represented by counsel, the Arbitration Demand shall also include counsel's name, telephone number, mailing address and email address. Counsel must also sign the Arbitration Demand. By signing the request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (1) the Arbitration Demand is not being filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, we will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(d) Arbitration Fees: Your responsibility to pay any AAA filing fees, case management fees and arbitrator compensation will be solely as set forth in the AAA Rules.

(e) Mass Arbitrations: In the event 25 or more Arbitration Demands of a similar nature are filed against Fund Me Funerals, where representation of all parties is consistent or coordinated across the cases, the AAA Supplementary Rules for Mass Arbitration shall apply.

All parties agree that Arbitration Demands are of a "similar nature" if they arise out of the same event or similar factual scenario, and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the applicability of the Mass Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing Process Arbitrator to determine the Mass Arbitration process' applicability ("Process Arbitrator"). In an effort to expedite resolution of any such disputes, the parties agree the Process Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. Should initial efforts at dispute resolution through the AAA-ICDR mediation as set forth in Section MA-9 of the AAA Supplementary Rules for Mass Arbitration fail and the cases proceed, you consent to and the Process Arbitrator shall order the cases to proceed according to the following batching terms:

The Process Arbitrator shall group and administer the arbitration demands into batches of no more than 26 demands per batch (plus, to the extent there are less than 26 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands. Thirteen (13) of the initial batch will be selected by the claimants and their coordinated counsel and thirteen (13) will be selected by Fund Me Funerals. If there is any dispute on the selection of claimants, the Process Arbitrator will have sole discretion to select the claims. The remaining Arbitration Demands shall be stayed nor shall any arbitration provider fees be assessed in connection with those Arbitration Demands until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. If the parties are unable to resolve the remaining Arbitration Demands after the conclusion of the initial twenty-six proceedings, the parties shall participate in a second global mediation session. Should

this second mediation not result in a global settlement, the batching process will repeat until such resolution is achieved.

You agree to cooperate in good faith with Fund Me Funerals to implement such a batch approach to resolution and fees, including the payment of single case management fees and arbitrator compensation for batches, as well as any steps to minimize the time and costs of arbitration. Any applicable statute of limitations on your Arbitration Demand and filing fee deadlines shall be tolled for batched coordinated disputes from the time any Arbitration Demand is selected for the first set of batching proceedings until the time your Arbitration Demand is selected to proceed in arbitration, withdrawn, or otherwise resolved.

This Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this section. If the terms regarding batched disputes is deemed unenforceable as to you or your batch, then it shall be severed and you agree to arbitrate in individual proceedings as ordered by the Process Arbitrator in accordance with this section.

(f) Confidentiality: We each agree to keep any informal dispute and arbitration proceedings confidential, including all information exchanged between us and any settlement offers, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective attorneys, accountants, auditors, and insurance providers.

(g) Enforceability: If any provision of these Terms of Service or this Dispute Resolution section is found to be unenforceable, illegal or invalid for any reason, such unenforceability, illegality or invalidity will not affect any other provision of these Terms of Service or this Dispute Resolution section, and these Terms of Service and this Dispute Resolution section will be construed as if such unenforceable, illegal or invalid provision had never been contained therein.

(h) Opt Out: You may opt out of this Arbitration Agreement. To opt out, you must notify Fund Me Funerals in writing no later than 30 days after first becoming subject to this Arbitration Agreement including any updates to the Arbitration Agreement. Your notice must include your name and address, the title of and link to your Fund Me Funerals fundraiser (if any), the email address you use to access your Fund Me Funerals Account or Supporter Account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to contact@Kiohana.com with the subject line "Arbitration Opt-Out Notice". If you opt out of this Arbitration Agreement, all other parts of these Terms of Service will continue to apply to you. Fund Me Funerals will continue to honor the valid opt outs of users who validly opted out of the Arbitration Agreement in a prior version of the Terms of Service.

(i) Time Period for Claims: You agree that any claim or cause of action arising out of or related to use of the Services, the Platform or these Terms of Service must be filed

within one (1) year after such claim or cause of action arose or otherwise will be forever barred, which means that you and Fund Me Funerals will not have a right to assert the Claim.

19.2. Disputes With Other Users: You agree that you are solely responsible for your interactions with any other User in connection with the Services and neither Fund Me Funerals nor its Affiliates will have any liability or responsibility with respect thereto. Fund Me Funerals and its Affiliates reserve the right, but have no obligation, to become involved in any way with disputes between you and any other User of the Services.

20. Changes to the Terms

20.1. Policies regarding how changes to the Terms of Service will be communicated and implemented: We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Where possible we will provide 30 days' notice of substantive changes to these Terms of Service and, if appropriate, we may inform Users of such changes via email or other appropriate means. Changes may be made at short or no notice where a change is required by law. When we make a change, we will post the revised Terms of Service on this page and will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service. If you do not wish to accept the new Terms of Service, you should discontinue your use of the Services.

20.2. English Version Binding: To the extent allowed by applicable law, the English language version of these Terms of Service is binding and their translations in other languages are for convenience only; in case of discrepancies between the English version of these Terms of Service and their translations, the English version shall prevail.

21. Miscellaneous

21.1. Entire Agreement: These Terms of Service constitute the entire agreement between you and Fund Me Funerals and govern your use of the Services and the Platform, superseding any prior agreements between you and Fund Me Funerals with respect to the Services. You also may be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content or third-party software.

21.2. Governing Law: For Users with respect to any disputes or claims not subject to arbitration, as set forth above, you and Fund Me Funerals agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Mateo County, California.

21.3. Waiver: The failure of Fund Me Funerals to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision.

21.4. Severability: If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

21.5. Printed Version: A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21.6. Assignment: You may not assign these Terms of Service without the prior written consent of Fund Me Funerals, but Fund Me Funerals and/or its Affiliates may assign or transfer these Terms of Service, in whole or in part, without restriction. For the sake of clarity, Fund Me Funerals and/or its Affiliates may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise.

21.7. Section Titles: The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

21.8. Notices: To the extent permitted by applicable law, notices to you may be made via email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform.

21.9. Force Majeure: Except to the extent provided otherwise under applicable law, Fund Me Funerals shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.

21.10. Export Controls: Software available in connection with the Services and the transmission of applicable data, if any, may be subject to export controls and economic sanctions laws of the United States or other jurisdictions. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of such export control and economic sanctions laws. Downloading or using the Software is at

your sole risk. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties and (iii) you are not located in any other country or jurisdiction from which you would be barred from using the Services by applicable law.