

## **Terms of Use Agreement**

The effective date of this Agreement is August 1, 2011.

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## **Changes to this Agreement**

1. Batesville reserves the right, in its sole discretion, to revise this Agreement at any time. Any changes to these terms will be included in a revised version of this Agreement accessible through the web site. Your continued use of the web site and related services following posting of any changes to this Agreement constitutes your unconditional acceptance and agreement to be bound by the changed terms. You must cease using the web site if you do not agree to be bound by the revised terms and conditions.

## **General Use and License**

2. This web site and related services are intended only for use by those 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you do not meet these requirements, you cannot use this site without the accompaniment and supervision of your parent or legal guardian.

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6. You acknowledge that your use of this web site is at Batesville's discretion, and that your license to use the site may be terminated by Batesville at any time.

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### **Privacy Policy**

9. By using this web site, you consent to Batesville's collection and use of personal information as discussed in Batesville's Privacy Policy, which is hereby incorporated into this Agreement. A copy of the Privacy Policy can be accessed here <http://www.meaningfulfunerals.net/batesville-privacy-policy.html> .

### **Electronic Communication Notice**

10. Any communications you send to Batesville by electronic mail are on a non-confidential basis, and Batesville is under no obligation to refrain from reproducing, publishing, or otherwise using them in any way or for any purpose. Batesville shall be free to use the content of any such communications, including any ideas, inventions concepts, techniques or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods or services. The sender of any communications to Batesville shall be responsible for the content and information contained therein, including its truthfulness and accuracy.

### **User Activity**

11. You agree to accept responsibility for your activities while visiting the site or using any associated services. Without limiting the foregoing, you specifically represent that you understand that you, and not Batesville, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available, either privately or publicly, through the web site or any associated services.

12. You represent and warrant that you own or otherwise control all the rights to any Content you post or submit to the web site or using any related services, that use of the information or Content you post or submit does not violate the intellectual property rights of any third parties, nor any third party's privacy rights, rights of publicity and other proprietary rights, and that use of the information or content you post or submit will not cause injury to any person or entity. You further represent and warrant that any Content you post or submit to the web site will not contain libelous, defamatory or otherwise unlawful material; will not contain any material that is or may be viewed as threatening, abusive, insulting, hateful, harassing, degrading, indecent, profane or obscene; will not advocate any unlawful activity; will not contain or link to any information that you do not have a right to make public; will not contain software viruses or other harmful devices; will not comprise unsolicited or unauthorized advertising; and will not be part of any mass mailing or other form of spam. You agree that you will indemnify Batesville or its affiliates for all claims resulting from or related to Content you post or submit.

13. You further represent and warrant that you shall not (i) impersonate any other person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or

defraud another; (ii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you post or submit to or via the web site and any related services; (iii) use the web site and any associated services in any manner which could damage, disable, overburden, impair, or otherwise interfere with the use of the web site and associated services by any other users, or which could damage, destroy, or otherwise disrupt or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to by means of posting, submitting, transmitting or providing a link to any computer viruses, Trojan horses, worms, or other harmful computer code intended to damage, interfere with, intercept, monitor surreptitiously, or take over another computer; (iv) attempt to gain unauthorized access to this web site, any related website, computer system, or networks connected to this web site, through hacking, password mining, or any other means; (v) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; (vi) obtain or attempt to obtain any materials or information through any means not intentionally made available through this web site, including but not limited to harvesting or otherwise collecting personal or contact information of other users; and (vii) contact anyone who has asked not to be contacted, “stalk” or otherwise harass another person or entity, or harm minors in any way.

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23. You agree to indemnify, defend and hold harmless Batesville, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your use of this web site and the services provided in connection with the web site, or your breach of any provision of this Agreement or any warranty provided hereunder.

24. You agree that if you are dissatisfied with the web site or any services offered in connection with the web site, if you do not agree with any part of this Agreement, or you have any other dispute or claim with or against Batesville with respect to this Agreement or the web site, your sole and exclusive remedy is to discontinue using the web site and any services offered in connection with the web site.

25. This web site is created and maintained by Batesville in the State of Indiana. You agree that the laws of the State of Indiana will govern this Agreement, without giving effect to any principles of conflicts of laws. Any action or proceeding arising out of this Agreement or your use of the Batesville web site must be brought in the state courts located in Ripley County, Indiana, or the federal courts located in Marion County, Indiana, and you hereby consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to this Agreement within one

year after the cause of action arises. You agree that a cause of action filed after this date is barred.

### **Copyright Infringement Claims**

26. Batesville respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. Batesville reserves the right to remove access to infringing material posted to its web site. Such actions do not affect or modify any other rights Batesville may have under law or contract.

If you believe that any portion of the material contained on this site infringes your copyright, notify Batesville of your claim in accordance with the following procedure. We will take appropriate action as required by the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512(c)(3).

Written Notification must be submitted to this site's Designated Agent:

Steven W. Shepherd  
Support Manager  
1 Batesville Boulevard  
Batesville, Indiana 57006  
Facsimile: 812-934-1726  
Email: [steve.shepherd@batesville.com](mailto:steve.shepherd@batesville.com)

To be effective, the Notification must be in writing and contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information outlined above, Batesville will:

- Remove or disable access to the material that is alleged to be infringing;
- Forward the written notification to such alleged infringer;
- Take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

A Counter Notification will be effective if in writing, provided to the Designated Agent, and including substantially the following:

- A physical or electronic signature of the alleged infringer;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to jurisdiction of Federal District Court for the judicial district in which the address is located or, if outside of the United States, for any judicial district in which Batesville may be found, and that the alleged infringer will accept service of process from the person who provided notification or the agent of such person.

Upon receipt of a Counter Notification containing the information outlined above, Batesville will:

- promptly provide the complaining party with a copy of the Counter Notification;
- inform the complaining party that it will replace the removed material within ten (10) to fourteen (14) business days following the receipt of the Counter Notification, provided Batesville's Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringer from engaging in infringing activity relating to the material on Batesville's network or system.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

### **General Information**

27. This Agreement represents the entire understanding between the parties regarding your use of the web site, and supersedes all other agreements, express or implied, between them. This Agreement shall not be modified except as permitted in Section 1 of this Agreement or except in writing, signed by an authorized representative of Batesville.



If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. Batesville's failure to act with respect to a breach of this Agreement by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.

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