

## TERMS OF USE

### I. Recitals

- 1) Messendly is a service that belongs to and operated by a private entrepreneur, Tibor Tajti (registration number: 56182774 ; registered seat: Balint pap street 34, 4033 Debrecen, Hungary ; tax number: HU57544575 ) registered in Hungary acting under Hungarian law.
- 2) Messendly provides for its services through the website: [www.messendly.com](http://www.messendly.com). The website and the domain name belong to the private entrepreneur.
- 3) Messendly's services facilitate private individuals to leave digital content, audio-video content, electronic documents, electronic diaries and life events (milestones) and directives for the event of their deaths onto designated persons.
- 4) Messendly is committed to respect privacy laws and to provide transparent services to its users for fair pricing.

### II. Definitions

- 1) 'Messendly' shall mean the private entrepreneur providing services through [www.messendly.com](http://www.messendly.com).
- 2) 'Registered User' shall be the person who creates an account at [www.messendly.com](http://www.messendly.com) and who signs up for any of the services Messendly offers and who aims to leave digital content, audio-video content, electronic documents, electronic diaries and life events (milestones) and directives for the event of his/her deaths onto designated persons.
- 3) 'Emergency Contact' shall be the person the Registered User designates to prove the death of the Registered User.
- 4) 'Addressee' shall be the person the Registered User designates as the recipient of the content the Registered User uploads onto [www.messendly.com](http://www.messendly.com) and who is entitled to get access to such content for the event of the Registered User's death.
- 5) 'Parties' shall be Registered User, Emergency Contact and Addressee.
- 6) 'Website' shall be [www.messendly.com](http://www.messendly.com).
- 7) 'Contractors' shall be the operators of servers where the content the Registered User provides is stored, namely DigitalOcean, LLC and, for video content, Mux, Inc.
- 8) 'Features' shall be the services Messendly offers to the Registered User: Journal, Milestones, Bucket List, Secret Recipe, Pet Directive, Digital Will, Funeral Planning, Digital Vault, Eternal Video, Farewell Letter, Video Planner.
- 9) 'Proof of Death' shall be the digital copy of the death certificate issued by the competent authority upon the death of the Registered User.

### III. Parties

- 1) The Registered User shall be the resident of any country in the world who has full legal capacity to act that includes compliance with his/her personal laws in terms of legal majority (legal age), and who is not subject to restrictions on legal capacity and who is, at the time of registering an account at Messendly, not in a state of mind that, according to his/her personal law, excludes his/her capacity to enter into a contract.
- 2) The Emergency Contact is the person designated by the Registered User who can be the resident of any country in the world and who has full legal capacity to act that includes

compliance with his/her personal laws in terms of legal majority (legal age), and who is not subject to restrictions on legal capacity.

- 3) The Registered User shall designate at least one and a maximum of five Emergency Contacts upon registration for any of the Features Messendly offers. The Registered User may, at any time, without justification, change or remove any of the Emergency Contacts.
- 4) Upon designation by the Registered User, the Emergency Contact receives email from Messendly on his/her designation that the Emergency Contact must respond to become an Emergency Contact. Failure to respond to the email and to perform the actions necessary to accept the role of the Emergency Contact in the timeframe set in the email, the designated person does not become an Emergency Contact. The Emergency Contact only receives information on the existence of the Registered User's account but not on the information and content stored there.
- 5) The Addressee shall be any person, irrespective of his/her legal capacity to act. Messendly is not liable for whether the Addressee is able to understand and/or process the content the Registered User decided to share with him/her for the event of the Registered User's death. Messendly does not require information on the relation between the Registered User and the Addressee and does not check on whether any relationship exists between the Registered and User and the Addressee.
- 6) Messendly grants access to the content the Registered User uploaded onto the Website for the Addressee only after the Registered User died.

#### **IV. Features**

- 1) The Registered User shall pick a subscription package as set in Chapter VI upon creating an account at the Website to get access to the Features. No registration is accepted and is complete without signing up for a subscription package.
- 2) Each package has different pricing as set under Chapter VI below. Packages grant access to the available Features of Messendly with various quantity limitations regarding the information and content the Registered User may store at Messendly.
- 3) The 'Journal' feature provides for a digital space where the Registered User may enter personal thoughts for the purpose of sharing them with the Addressee.
- 4) The 'Milestone' feature provides for a digital space where the Registered User may keep track of life events for the purpose of sharing them with the Addressee.
- 5) The 'Bucket List' feature provides for a digital space where the Registered User may plan and document goals to achieve and adventures for the purpose of sharing them with the Addressee.
- 6) The 'Secret Recipe' feature provides for a digital space where the Registered User may enter and keep favorite recipes and culinary traditions for the purpose of sharing them with the Addressee.
- 7) The 'Pet Directive' feature provides for a digital space where the Registered User may leave instructions on how to take care of his/her pets after the death of the Registered User for the purpose of sharing them with the Addressee.
- 8) The 'Digital Will' feature provides for a digital space where the Registered User may leave instructions concerning his/her heritage and assets after his/her death for the purpose of sharing them with the Addressee.
- 9) The 'Funeral Planning' feature provides for a digital space where the Registered User may leave instructions related to his/her funeral for the purpose of sharing them with the Addressee.

- 10) The 'Digital Vault' feature provides for a digital space where the Registered User may safely store important digital information and documents for the purpose of sharing them with the Addressee.
- 11) The 'Eternal Video' feature provides for a digital space where the Registered User may leave pre-recorded audio-video messages for the purpose of sharing them with the Addressee.
- 12) The 'Farewell Letter' feature provides for a digital space where the Registered User may store farewell letters for the purpose of sharing them with the Addressee.
- 13) The 'Video Planner' feature provides for a digital space where the Registered User may record audio-video messages setting the time when such messages are shared with the Addressee.

## **V. Information and content stored and shared**

- 1) Messendly, with the involvement of Contractors, provides for a safe digital space for storing information and content the Registered User uploads, depending on the Feature selected. Messendly, its members, shareholders, employees and Contractors, therefore, do not check, monitor, read, view the information and content the Registered User uploads. Messendly, its members, shareholders, employees and Contractors do not share the content and information the Registered User uploads with third parties other than the Addressee. In case the applicable law obliges Messendly to grant access to the information and content the Registered User uploads on to the Website for public bodies, government agencies, international organizations or other competent authorities, Messendly is bound to comply with such laws and to cooperate with the competent bodies.
- 2) Messendly strictly prohibits the upload, storage and share of information and content that is harmful (e.g. discriminative, racist, sexist) to third parties and/or to the Addressee, that is an incitement of hatred, that promotes suicide or violence, that promotes illegal activity (e.g. drug trafficking, trafficking with weapons, human trafficking), that infringes privacy, personality rights and intellectual property rights of third parties and/or of the Addressee, that aims to harass and/or intimidate third parties and/or the Addressee, that promotes or record the commission of terrorist acts or other activity that endangers public safety.
- 3) In case Messendly, upon receiving notification from authorities or from third parties, or from the Addressee or from the Emergency Contacts on information and content described in point V/2 above, takes actions to remove the information and content and to ban the Registered User from the Website and, if the applicable law requires, to efficiently cooperate with the competent authorities. In the event of removal of the information and content and of banning the Registered User from the Website, Messendly shall send an email to the Registered User indicating the reason of removal and/or ban. Messendly, however, is not obliged to share and disclose the identity of the person who reported on the information and content described in point V/2 above and whether Messendly reported the incident to a competent authority.

## **VI. Pricing and Payment**

- 1) The Features Messendly offer are for consideration. To get access to the Features, the Registered User picks one of the available packages that vary based on the amount of information and content the Registered User can store at Messendly. The details of the services available under the various packages are presented in Annex I. The Registered User shall pay regularly as a subscription fee for the chosen package.
- 2) Prices of the packages are as follow:

- a) Standard: 12.99 USD/month, 129.99 USD/year
  - b) Premium: 24.99 USD/month, 249.99 USD/year
  - c) Elite: 39.99 USD/month, 399.99 USD/year
- 3) The Registered User shall pay the subscription fee based on the selected package, under the Registered User/s account at the Website on a monthly or yearly basis using a bank card. For facilitating bank card payment, Messendly uses the services of Stripe, Inc.
  - 4) Messendly provides for a free trial period of 7 days to Registered User. The Registered User must enter the details of a bank card intended to use for paying the subscription fee. The first payment is due only after the 7-day free trial runs out.
  - 5) Payment for the chosen package is due on the same day of the month or of the year, depending on whether the Registered User chooses a monthly or a yearly payment of the subscription fee, when the first payment was made. In case of missing the deadline for payment of any recurring subscription fee, Messendly relies on Stripe, Inc's policy. Stripe, Inc., after an unsuccessful attempt to charge the registered bank card of the Registered User, regularly attempts charging the upcoming subscription fee. In case Stripe, Inc. is unsuccessful in charging the registered bank card of the Registered User within 5 days of the due date of the missed payment, the account of the Registered User is suspended resulting the Registered User cannot get access to his/her account and has no access to the information and content stored there.
  - 6) Failure to comply with the duty to pay results the termination of the Registered User's account and the deletion of all information and content the Registered User uploaded. In such event, the Registered User has no right to claim past payments back from Messendly.
  - 7) Messendly offers a Lite package that does not require the payment of a subscription fee. The free Lite package grants access to the Journal, Milestones and Bucket List Features of Messendly in a limited manner. Messendly does not undertake sending the information and content stored under the respective Features of the Lite package to the Addressee in the event of the Registered User's death.
  - 8) Within 14 days of the payment of the first subscription fee, the Registered User may ask for a refund and the termination of the subscription without a cause. If the Registered User asks for a refund, he/she can still have access to the Features granted under the Lite package, with the limitations stated thereof. The processing time for the refund may vary, depending on the Registered User's individual procedures and policies.
  - 9) Messendly offers the possibility for the Registered User to upgrade or downgrade the package originally selected. In case the Registered User decides to upgrade to another, more expensive package, he/she is charged the prorated difference for the remainder of the current billing period. Starting from the next billing cycle, the Registered User is charged the full amount for the upgraded package. Upon upgrading and paying the prorated difference for the remainder of the current billing period, the Registered User is immediately granted access to the Features available in the upgraded package.
  - 10) In case the Registered User decides to downgrade, the change takes effect only from the next billing cycle. The Registered User is, therefore, not entitled to get a prorated refund for the remainder of the current billing cycle, instead, he/she still gets access to the Features of the originally chosen package and the change (downgrade) in the available Features takes place from the next billing cycle.

## **VII. Notice on the Death of the Registered User**

- 1) The Registered User, upon registering an account at the Website, shall indicate at least one Emergency Contact.

- 2) Reporting on the death of the Registered User may happen in two ways:
  - a) Life sign cycle: The Registered User must indicate how often he or she wants Messendly to send a question in email whether the Registered User is alive. If the Registered User does not respond to this question within 5 days of sending the email, Messendly presumes that the Registered User has died and reaches out to the Emergency Contact(s), in 15 days, to obtain Proof of Death.
  - b) Reporting a death: The Emergency Contact(s) facilitates Messendly with the Proof of Death using the dedicated button at the Website in case the Registered User dies. The Emergency Contact is required to report a death as soon as practicable after the death of the Registered User.
- 3) In case Proof of Death is not issued in Hungarian or English language, the Emergency Contact must attach an English or Hungarian translation of Proof of Death. The translation must either come from a public body or from a business providing for licensed translation services.
- 4) Within 15 days receiving Proof of Death, Messendly informs the Emergency Contact who facilitated Messendly with Proof of Death on the acceptance or rejection of Proof of Death. In case Messendly rejects Proof of Death, it sends an email to the Emergency Contact indicating the grounds for rejection or the questions Messendly may have, and provides for an additional 15 days to correct the errors or to answer to the questions or to resubmit Proof of Death.
- 5) Within 5 days after Proof of Death is accepted, Messendly grants access to the Addressee(s) to the information and content determined by the selected Feature(s). Addressee(s) has/have 30 days to access to the information and content. Once the 30 day period expires, Messendly shall remove all information and content from the Registered User's account and shall delete the account.

## **VIII. Miscellaneous**

- 1) The Registered User is responsible for maintaining the confidentiality of his/her account and password at Messendly and for restricting access to the account and accepts responsibility for all activities that occur under the account or password. The Registered User shall take all necessary steps to ensure that the password is kept confidential and secure and should inform Messendly immediately if there is any reason to believe that the password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner. The Registered User is responsible for ensuring that the details he/she provided are correct and complete, and for informing Messendly of any changes to the information provided. The Registered User can access and update much of the information provided, including the account settings, in the Profile / Data area of the Website.
- 2) The Registered User shall not use any Messendly Feature: (a) in any way that causes, or is likely to cause, any Messendly Feature, or any access to it to be interrupted, damaged or impaired in any way, or (b) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (c) to cause annoyance, inconvenience or anxiety.
- 3) Messendly reserves the right to terminate the Registered User's Messendly account or restrict access to and use of Messendly Features if the Registered User is in breach of applicable laws, these Terms of Use, any terms of the Feature selected, or any guidelines or policies on the Website. Messendly may terminate the Registered User's account or restrict use of Messendly Features in cases of fraud or where required to do so by applicable laws or by government or other competent authority.

- 4) Restriction or termination of the Registered User's account and his/her use of Messendly Features can only happen with advance notice, except when the Registered User seriously fails to comply with applicable laws, when Messendly is unable to provide advance notice for legal reasons or when providing advance notice could expose Messendly to liability, harm other Registered Users, Emergency Contacts or third parties, or compromise the Features of Messendly.
- 5) In any event, Messendly informs the Registered User, in writing, of the termination of the account or the restriction of access and use of the Features. The notification contains the right to challenge the decision.
- 6) The Registered User may decide to close his/her account at any time by accessing the Data page and selecting Delete Account at the Website.
- 7) The Registered User with an active account may share a referral link that new users can use to create accounts at Messendly and to receive discounts from the subscription fee. When a new user creates an account using the referral link received from the Registered User, the new user receives a one-month discount for using the referral link and an additional two months discount for the annual subscription fee. The referrer Registered User receives a discount equivalent to 1/12 of the new user's annual fee once the refund period granted to the new user ends. In case the discount granted to the referrer Registered User exceeds the referrer's upcoming payment, the payment for that month is skipped and the remaining discount is applied for later payments.
- 8) When using any Messendly Feature or sending e-mails, text messages, and other communications from a desktop or mobile device to Messendly, Registered Users, Emergency Contacts and Addressees are communicating with Messendly electronically. Messendly communicates with Registered Users, Emergency Contacts and Addressees electronically in a variety of ways, such as by e-mail, text, in-app push notices or by posting messages or communications on the Website. For contractual purposes, Registered Users, Emergency Contacts and Addressees consent to receive communications from Messendly electronically and agree that all agreements, notices, disclosures and other communications that Messendly provide electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.
- 9) Messendly may recommend Registered Users features that might be of interest to the Registered User, identify preferences and personalize the experience of the Registered User. By creating an account, the Registered User, and by accepting the role of the Emergency Contact, the Emergency Contact provide for consent to receive such recommendations from Messendly.
- 10) Messendly is not liable for failure, temporary malfunction of the services provided by its Contractors.
- 11) The Privacy Policy document available at the Website contains information on the use of personal data.
- 12) The contract between the Registered User and Messendly is governed by and construed in accordance with Hungarian law. No previous dealings and no negotiations between the Parties, no trade terms, commercial usages or practices shall be used to interpret the contract.
- 13) The contract between the Registered User and Messendly contains the complete and final agreement between them, supersedes any other oral or written agreements between them on the same subject matter.
- 14) In case of disputes arisen from the contract between the Registered User and Messendly, or disputes between Messendly and the Emergency Contact or Addressee shall be attempted to settle through negotiations. The primary channel of negotiations is email communication.

Any party involved in the dispute may lodge a complaint in email to the other party of the dispute. Only in case negotiations are not successful in 60 days within the receipt of the complaint, any party involved in the dispute may turn to dispute resolution bodies, including the court of law.

- 15) Any legal action or proceeding with respect to the contract between the Registered User and Messendly, or to the rights and obligations of the Parties must be brought to the courts of Hungary.

## Annex 1: Pricing Table

<p><b>1</b> Lite (Free forever)</p> <ul style="list-style-type: none"> <li>✓ Journal</li> <li>✓ Milestones</li> <li>✓ Bucket List</li> </ul>	<p><b>2</b> Standard</p> <p>Price in USA: \$12.99/ month —\$129.99 / year</p> <ul style="list-style-type: none"> <li>✓ 1 Eternal Video Message               <ul style="list-style-type: none"> <li>• 5 min</li> <li>• Lifetime storage</li> </ul> </li> <li>✓ 3 Video Planner               <ul style="list-style-type: none"> <li>• 1 min, 3-month storage</li> </ul> </li> <li>✓ 3 Farewell Letter</li> <li>✓ Journal               <ul style="list-style-type: none"> <li>• 1 photo / day</li> </ul> </li> <li>• ✓ Habit &amp; Mood Tracker</li> <li>• ✓ Morning / Evening Exercise</li> <li>✓ Milestone               <ul style="list-style-type: none"> <li>• 1 photo / day</li> </ul> </li> <li>✓ Bucket List</li> <li>✓ Secret Recipe               <ul style="list-style-type: none"> <li>• 1 photo / day</li> </ul> </li> <li>✓ Funeral Plan</li> <li>✓ Pet Directive</li> <li>✓ Digital Will</li> <li>✓ Digital Vault</li> </ul>	<p><b>3</b> Premium (Most Popular)</p> <p>Price in USA: \$24.99/ month —\$249.99 / year</p> <ul style="list-style-type: none"> <li>✓ 5 Eternal Video Message               <ul style="list-style-type: none"> <li>• 5 min</li> <li>• Lifetime storage</li> </ul> </li> <li>✓ 6 Video Planner               <ul style="list-style-type: none"> <li>• 1 min, 6 months storage</li> </ul> </li> <li>✓ 6 Farewell Letter</li> <li>✓ Journal               <ul style="list-style-type: none"> <li>• 3 photos / day</li> </ul> </li> <li>• ✓ Habit &amp; Mood Tracker</li> <li>• ✓ Morning / Evening Exercise</li> <li>✓ Milestone               <ul style="list-style-type: none"> <li>• 3 photos / day</li> </ul> </li> <li>✓ Bucket List</li> <li>✓ Secret Recipe               <ul style="list-style-type: none"> <li>• 3 photos / day</li> </ul> </li> <li>✓ Funeral Plan</li> <li>✓ Pet Directive</li> <li>✓ Digital Will</li> <li>✓ Digital Vault</li> </ul>	<p><b>4</b> Elite</p> <p>Price in USA: \$39.99/ month —\$399.99 / year</p> <ul style="list-style-type: none"> <li>✓ 10 Eternal Video Message               <ul style="list-style-type: none"> <li>• 10 min</li> <li>• Lifetime storage</li> </ul> </li> <li>✓ 12 Video Planner               <ul style="list-style-type: none"> <li>• 1 min, 12 months storage</li> </ul> </li> <li>✓ 12 Farewell Letter</li> <li>✓ Journal               <ul style="list-style-type: none"> <li>• 5 photos / day</li> </ul> </li> <li>• ✓ Habit &amp; Mood Tracker</li> <li>• ✓ Morning / Evening Exercise</li> <li>✓ Milestone               <ul style="list-style-type: none"> <li>• 5 photos / day</li> </ul> </li> <li>✓ Bucket List</li> <li>✓ Secret Recipe               <ul style="list-style-type: none"> <li>• 5 photos / day</li> </ul> </li> <li>✓ Funeral Plan</li> <li>✓ Pet Directive</li> <li>✓ Digital Will</li> <li>✓ Digital Vault</li> </ul>
<p><b>5</b> Extras</p> <ul style="list-style-type: none"> <li>✓ Eternal Video Message               <ul style="list-style-type: none"> <li>• (5 min)</li> <li>• monthly fee: \$4.99</li> <li>• Only available for packages</li> </ul> </li> <li>✓ Scheduled Video Message               <ul style="list-style-type: none"> <li>• (1 min, 1 month)</li> <li>• 1-time fee: \$2.99</li> <li>• Available for the Lite version as well</li> </ul> </li> </ul>			