

Terms and Conditions

Terms of Conditions Last Revised: 4/15/2024

Welcome to Feather & Co. ("Feather & Co.", "we", "us") and thank you for considering our care coordination services. By accessing or using our website and services, you agree to be bound by these terms and conditions (the "Agreement"). Please read this Agreement carefully before using our services.

1. Acceptance of these terms is required to use our services

By using any of the products, including care coordination consultation bookings and any resulting services, available through the Feather & Co. website's (the "Site") you acknowledge that you have read and understood this Agreement and our Privacy Policy.

You acknowledge that this Agreement constitutes a binding and enforceable legal contract between Feather & Co. and you. If you do not agree to these Terms, please do not use the Site or our services.

2. The services we provide and important limitations

We offer paid care coordination services to help individuals and their families navigate the logistics of death and estate management. We provide all forms of required support and coordination services as agreed upon separately between us and the client which we are legally allowed to provide in your country and state.

You will receive a fully detailed description of the services we propose to provide after an initial consultation with our care coordinator team which may happen virtually or via email. The services we provide may include:

- In-house support, such as assisting with document acquisition and preparation
- Booking and coordination of external service providers such as legal experts, CPAs, estate planners, property disposal experts etc.
- Any other form of support agreed upon between you and our Care Coordinator team after the consultation.

You acknowledge that we are not legal or financial service providers and that our services concern coordination and service-provider management only.

We make no guarantees or warranties about the outcomes of our services and you acknowledge that the outcomes of our services are dependent on timely cooperation and support from a wide range of stakeholders, including yourself, all other heirs to the estate, third-party service providers, legal and other public authorities etc.

While we closely coordinate the work of third-party service providers, you understand that they remain liable and fully responsible for the quality, timely provision and any potential negative outcomes their services have resulted in.

In the case we are unable to provide you with the services you have requested, we reserve the right to modify or cancel your chosen care plan and to return any deposits or other returnable fees to you.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any services, content or products provided to you by us or our service-providers. You further acknowledge and agree that we are not responsible for the actions and behavior of third-party service providers.

3. All of our services are agreed upon transparently and in advance

Before we provide you with any services, you will receive a fully detailed care plan proposal that you may request revisions and changes to before acceptance.

The care plan will contain the service details, pricing, payment terms, specific limitations and other important details. Our services are paid, unless otherwise explicitly detailed in our care plan proposal. Services provided by external service providers are paid, and they are billed either directly by the service provider or relayed to you with support from our staff if you have opted for our assistance in managing costs.

You acknowledge that although Feather & Co. will do its best to ensure that billing for services you have requested is accurate, we are not responsible for mistakes, omissions, errors, or intentional or negligent malicious acts by service providers in connection to billing. Should any issues in billing occur, we will work with you to address them as a matter of priority.

You acknowledge that failure to pay our, or third-party service provider bills, on the due date, allows us and/or the third-party service provider to suspend service provision and to seek necessary remedies to ensure payment for services rendered to the extent allowed by law.

4. By using our services you consent to being contacted by us

In order to deliver high quality services to you we will require reliable access to you via your preferred mode of communications. By using our services, including booking a consultation with our Care Coordinator team, you agree to opt in to email and text based messaging. You may opt out of further messaging at any point, including by reaching out to "hello@featherandco.com".

5. You have the right to stop using our services at any time

Use of our services is optional and we value your trust in us. Should you wish to suspend or end your care plan at any point, you are free to do so by reaching out to your assigned care

coordinator or to "hello@featherandco.com". You will be responsible for payment for services rendered and any other costs that are unavoidable or non-cancellable at the time when you decide to suspend or cancel your engagement with us.

6. We reserve the right to decline to serve you, to cease serving you, to terminate this agreement or to assign your case to other services in a limited number of situations

Once you have agreed to a care plan, we will do our utmost to serve you accordingly. However, we reserve the right to terminate this agreement and/or to decline providing services to you in part or in whole, before or after payment, at any time during our relationship for any reasons we deem important enough such as:

- Fraud, misuse, misrepresentation or any other willfully malicious act by you or any party involved in or benefitting from our services
- Harassment, bullying or harmful behavior by you or any party involved in or benefitting from our services
- Non-payment, in part or in full, overages or any other situations where payments made and/or expected do not cover the costs to render the services
- Any circumstance that makes providing our services impossible, arduous or unnecessarily difficult
- Any other reason deemed by us to be significant enough to warrant the suspension or closure of our engagement with you

Should we decline to serve you or end our relationship, you retain the right to work with any service provider we may have coordinated on your behalf.

Should we be unable to meet your needs, or should we become the target of a merger and/or acquisition, we reserve the right to assign the fulfillment of your care plan to another suitable care coordination service.

7. You may not use our services for certain use cases, including breaking the law or fraud

You acknowledge that use of our services or our site is not allowed for any purpose that is against this agreement or any laws or regulations. You may not use our services for harmful, fraudulent or otherwise malicious intents.

Use of our services is allowed only by individuals who seek our support to assist in the coordination of after-death logistics and services.

8. We retain the intellectual property rights over our content

All of our logos and other proprietary identifiers are all trademarks and/or trade names of Feather & Co. regardless of whether we have sought or obtained registration for them. Do not

use our logos or any other proprietary identifiers without written permission, which we may grant for suitable use cases.

All content included on our site is copyrighted. You may not reproduce our guides or any other content, in part or in whole, without written permission, which we may provide for suitable use cases.

You are encouraged to link to our site and we welcome requests and suggestions to incorporate links to content that brings value to our users.

Please reach out to "hello@featherandco.com" as necessary.

9. Important disclaimers of warranties that you must read and agree to before using our services

We provide our services, including the website and any related content as well as our care coordination services, on an "as-is" and "as available" basis. We disclaim any and all warranties, either express, implied, statutory or otherwise, including but not limited to warranties of title, implied warranties of use, merchantability, fitness for a particular purpose, non-infringement or course of performance.

Our services are coordination services only, and we do not provide legal, financial, tax or funeral assistance. Your relationship with the third-party service providers is private and separate from your relationship with us, and our coordination of the messaging, documentation and billing does not constitute a substitute for professional advice of any related category or type.

We do not assume any responsibility for any loss or damage, direct or indirect, that may occur in connection to or as a result to you using our services.

We do not guarantee that we will be able to provide services to you and we do not guarantee or promise any outcomes.

Our site is intended solely for informational purposes and should not replace professional advice in legal, financial, health, or other specialized areas. Given the variability in laws across different regions, we cannot assure the accuracy of our information for every individual situation. We strongly advise consulting with a professional in your area to address your specific needs.

We disclaim all warranties concerning the site and the information contained therein. We are not responsible for any omissions, errors, mistakes or other faults in the information provided. You are encouraged to seek professional advice before acting in reliance to any information included on our site or elsewhere.

We are unable to validate or confirm the accuracy of information and professional advice provided by third-party service providers and we do not accept any liability for their actions or the information they provide.

10. Important limitations of our liability to you or other parties

Under the fullest extent allowed by law, we and our affiliates shall not be held responsible for any form of damages, whether they be direct, indirect, general, special, punitive, exemplary, or incidental, nor for any loss of any kind either personal to you, the estate or any other person or organization. You acknowledge that these limitations apply across any and all legal frameworks, including, but not restricted to, allegations of negligence, breaches of contract, torts, or any liability principles, stemming from or related to the usage or the inability to use our services, content provided, any security breaches or unauthorized access to data managed by us, the failure of our services to meet expectations, or any actions or failures to act by us or our representatives or the third-party service providers who you have agreed to have us coordinate on your behalf. This disclaimer applies at all times and in all situations, even if we have been advised of the possibility of such damages. None of our employees are authorized to waive this disclaimer and you acknowledge that communications between you and our care coordinator teams cannot lead to a modification of this agreement or these terms.

Without limiting the importance or binding nature of the above, and within the fullest scope allowed by law, we and our team will in no circumstance be liable for more than either the total amount you've paid to us for our services or \$100.00, whichever sum is greater. In this connection, the amount you have paid to us does not include payments you may have made to third-party service providers through us or with our assistance.

This cap on liability encompasses all conceivable damages or losses linked to your interaction with or inability to interact with our website, our content or any of our services. You acknowledge that third-party service providers will have their own agreements with you, and they may have limitations of liability terms included therein.

You waive all of your rights to seek to recover any damages from us or our representatives.

Certain jurisdictions may not permit limitations on implied warranties, nor the exclusion or limitation of incidental or consequential damages. Consequently, the limitations and exclusions detailed here might not be applicable to your case and we encourage you to seek professional advice.

11. Important terms concerning indemnification that you must agree to before using our services

By using our services, you commit to defending, indemnifying, and holding harmless us and any of our staff and representatives, from any claims, damages, or legal responsibilities, including legal fees, that arise due to your interaction with or use of our services, any breach of these terms, infringement of third-party rights, or any harm you may cause in using our platform. This obligation to indemnify remains in force beyond the termination of these terms of our service engagement with you.

We retain the right to manage the legal defense against any claims for which you are required to provide indemnification. This does not relieve you of your indemnification responsibilities. Should such a defense necessitate your cooperation, you're obliged to assist and cooperate. Moreover, any settlements regarding claims that require your indemnification must not be agreed upon without our explicit written consent.

12. Termination of this agreement and terms that remain binding on you after termination

This agreement remains in force until terminated either by us or by you in accordance with this agreement or as allowed by the law.

Any failure to comply with this agreement on your part shall terminate your rights to access our services and any other rights accruing to you under this agreement. Any terms contained in the sections concerning intellectual property, disclaimer of warranties, limitation of liability, or generally applicable matters will survive the termination of this agreement.

13. Should a dispute arise, you agree to arbitration and waive any rights to class action law suits

Any and all disputes between us and you are to be settled amicably through good-faith negotiations as the primary modality and without which being attempted no claims can be made through arbitration or otherwise.

All claims arising out of this agreement and our services are to be settled by binding arbitration by the JAMS Alternative Dispute Resolution mechanism and the frameworks and procedures they have in place at the time. The arbitrator shall have the full authority to resolve the dispute and any claims related to it and their award shall be binding on all parties involved. Arbitration procedures will take place in New York or at any location we agree together with you.

Before arbitration can be initiated, notice must be given after good-faith negotiations have failed.

You acknowledge and understand that agreeing to this agreement, and specifically to this section, limits rights to present your claims to court that you otherwise may have had.

Important exception: The above does not preclude us from pursuing legal claims concerning misuse, fraud, harmful conduct or any other reason arising from your behavior, conduct or use of our site or services, in court as we deem appropriate.

You acknowledge and agree that any cause of action or reason for dispute must be commenced within six (6) months after the cause or reason has accrued after which they are barred in entirety.

14. The terms included in this agreement may change and you will be notified if they do

We may make changes to these terms at our discretion at any time. Should we do so, they will take effect within one calendar week from the date when we notify you in case you had agreed to an earlier version of this agreement. Otherwise, revisions take force immediately upon publication. Should you decline to accept the changes, you are responsible for notifying us immediately and you will not be allowed to continue the use of our services.

15. General terms and other matters

All communications concerning this agreement shall be in English.

This agreement is the only agreement between us and you concerning the use of our services and terms and they constitute the entirety of the terms and conditions concerning how we provide services to you and what rights and obligations you have. Any care plan and related agreements are auxiliary and do not supersede these terms.

All terms and conditions are to be interpreted in accordance with United States law, specifically that of the state of Delaware.

This agreement or any other terms entered into between us and you do not, under any circumstances, constitute any relationship beyond that of a service-provider and user.

The titles and headings in this document are for ease of reading only and shouldn't be considered definitive in interpreting the terms and conditions outlined.

If any provision in this agreement is considered unenforceable by law, a court, an arbitrator or any dispute resolution process or mechanism, said provision shall be limited or eliminated only to the minimum extent necessary while the remainder of this agreement and its provisions shall remain in effect in line with the original intent in.