Your Legacy Assurance Terms of Service ("Agreement")

This Agreement was last modified on February 1, 2020.

Please read completely these Terms of Service for this Legacy Assurance Membership ("Membership"). This Agreement is between the person or entity funding this Membership (hereinafter referred to as "you," "your," or "Payor"), which may be the same person as the Member or may be a person or entity other than the Member, and Legacy Assurance, LLC (hereinafter referred to as "we," "our," "us," "Legacy Assurance," or "the Company"). Where applicable, this Agreement is also between Legacy Assurance and the Member (hereinafter referred to as "Member").

Upon your enrollment, you have agreed to the following terms:

Eligible Members. The eligible Member(s) to this Membership are (1) the Primary Member listed in the enrollment and (2) any other members of the Primary Member's household that have been listed in the enrollment application as Secondary Members.

Monthly Membership Fee.

As of February 1, 2020 any new Legacy Assurance Membership is $4 per month, which will be billed monthly to the Payor as recorded in the application for enrollment, unless payment is arranged in writing or by voice recording to be executed according to a different schedule. The Membership Fee will be due each month as scheduled in the enrollment application unless otherwise amended. If a payment is missed, a re-draft of that payment will be attempted at the time of the next regularly scheduled payment, in addition to that month's regularly scheduled Membership Fee.

This monthly payment is for this Membership only, and will not be applied to the purchase of any merchandise or any service. It will be the Payor's responsibility to monitor the account used for payment of the Membership Fees to ensure that payment has been successfully executed each month.

Benefits of Membership.

Membership grants the Member access to purchase from us any merchandise we offer, in the states or jurisdictions where available, with free shipping to any of those states except Alaska and Hawaii. If Membership is in effect at the time of the Member's passing, Membership grants the individual(s) responsible for the Member's final arrangements (1) access to our Family Assurance Support and (2) access to purchase from us any merchandise we offer, in the states or jurisdictions where available, with free shipping to any of those states except Alaska and Hawaii. Legacy Assurance is not a Funeral Director or Funeral Home and does not sell preneed contracts or offer Funeral Director services.

Availability.

Merchandise and services are only available via an active Membership and are only available to a Member or, upon the Member's passing, to the individual(s) responsible for the Member's final arrangements. Legacy Assurance does not currently offer services or merchandise outside of the United States and does not currently sell and/or ship merchandise to the following states: Iowa, Oklahoma, and Virginia. Free Shipping is not available in Alaska or Hawaii. Family Assurance Support is available nationwide.

Family Assurance Support.

We can provide this service to individual(s) responsible for a Member's final arrangements upon the Member's passing; with this service, we can (1) gather pricing information from funeral homes in the area where the Member's funeral services will be conducted and (2) assist the Member's family in negotiating with funeral homes regarding those prices.

Pricing of Merchandise.

Prices for merchandise available to Members are subject to change without notice. "Locked-in; however, if Membership is in effect at the time of the Member's passing, the individual(s) responsible for the Member's final arrangements will be able to purchase, in the states or jurisdictions where available, one casket, one vault, one headstone, one urn, or any combination of one each of these items, at "locked-in" pricing, which is the pricing that was in effect for those items at the time the Membership was activated.

Payment for Merchandise.

Available payment methods that we currently accept for the purchase of merchandise are credit (or debit) card, cashier's check, money order, or an adequately funded and completed assignment from a life insurance policy. All merchandise must be paid for in full at the time of purchase and must be shipped upon purchase (or upon completion of build in the case of headstones or monuments).

Return of Merchandise.

Legacy Assurance will only accept the return of merchandise (1) if the product(s) arrives with damage caused by shipping or (2) if the product(s) does not arrive on or before the guaranteed time of arrival in circumstances where such a guarantee is specifically made in writing by Legacy Assurance.

Commencement of Membership.

The term of this Agreement shall commence upon the successful transmission of the first payment of the Monthly Membership Fee to us.

Termination of Membership.

The term of this Agreement shall continue indefinitely until terminated or canceled as provided below:

- a. By mutual consent of the parties to this Agreement, without notice; or
- b. By the unilateral request of either (1) Legacy Assurance, upon providing notice to the Member or Payor as described in the "Notice" paragraph of this agreement, or (2) the Payor or Member, upon providing notice to Legacy Assurance as described in the "Notice" paragraph of this agreement; or
- c. Automatically and without notice thirty (30) days after the death of all eligible Members to the Membership; or
- d. Upon the voluntary or involuntary dissolution of Legacy Assurance; or
- e. Automatically and without any notice upon the second consecutively missed payment of the monthly Membership Fee.

Notice.

Any notice provided under this Agreement shall be in writing, or by recording at Legacy Assurance's discretion, and shall be deemed sufficiently given on the date of service, if served personally, by telecopy or by e-mail, or on the third business day after mailing, if mailed by certified or registered mail or sent by other means which are considered as reliable. Notice to both the Member and the Payor may be sent either to the current Membership Address on file with us or to the current Member email address on file with us. It shall be the Payor's responsibility to keep us informed of the current Membership address and email address. Unless we provide notice to the Payor and/or Member otherwise, notice to us shall be sent to: Legacy Assurance, LLC, PO Box 1996, Thomasville, Georgia 31799-1996.

Changes to Payor or Payment of Membership.

The Payor of this Membership can be changed if the following conditions are met: (1) the current Payor notifies Legacy Assurance that he/she wishes to discontinue his/her role as Payor; and (2) the proposed new Payor agrees to the most current Terms and Conditions; and (3) the requested change is approved by Legacy Assurance. If the Payor elects to cancel this Membership, or upon death of the Payor, the Member may continue the Membership if the following conditions are met: (1) the Member notifies Legacy Assurance that he/she wishes to continue the Membership under a new Payor; and (2) the proposed new Payor agrees to the most current Terms and Conditions; and (3) the requested continuation is approved by Legacy Assurance. Any agreement or notification involving a change to the Payor or any change or amendment to the payment method or scheduling must be executed in accordance with the "Notice" paragraph of this agreement and must be accepted by us to become effective.

Updates.

Unless we inform the Member otherwise in writing, updates to merchandise availability and pricing, as well as updates to these Terms and Conditions, will be available at www.legacy-assurance.com. Notification of any update to these Terms and Conditions will be sent to the Membership email on file.

Refund of Monthly Membership Fees.

No payment of a Membership Fee will be refunded unless Legacy Assurance finds that such payment was incorrectly assessed or assessed after Termination of Membership.

Electronic Signature.

As applicable, you agree that your use of a key pad, signature pad, mouse or other device to select an item, button, icon, or similar act/action, constitutes your electronic signature and is the legal equivalent of your manual signature on the Agreement. The electronic transmission of any signed (electronic or manual) initial provision, page and/or signature page, by one party to the other, shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. The Company may retain this Agreement solely as an imaged or electronic version and may destroy any original signed version of this Agreement provided the imaged or electronic version accurately represents this Agreement including parties' signatures. The parties agree that a facsimile or other electronic reproduction of this Agreement shall be deemed as valid as the original.

Privacy and Personal Information.

Information is collected at the time of enrollment, during client interaction that occurs as the Membership is maintained, and as we process payment for purchased items. Member or Payor information on file with Legacy Assurance may be used to process your transactions, to maintain the Membership account, and to respond to court order and legal investigations. Also, we may share information on file as needed to process an assignment of insurance benefits as a payment method. Information on file may also be shared to offer products and services from Legacy Assurance and/or one of its affiliates that may be of interest to you. We do not share Member or Payor information with nonaffiliates.

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic, and procedural safeguards to protect this information, and we restrict access to those employees, agents, and representatives for whom access is appropriate.

When you are no longer a Member, we may continue to share your information as described in this agreement.

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