

# Terms of Service, Disclaimer and Content Policy

## Virtual Memorial Platform

### 1. Purpose of the Service

This platform provides a **digital memorial service** that allows users to create and maintain virtual memorial pages dedicated to **deceased humans and deceased animals (pets)**.

All memorials are symbolic, commemorative, and informational in nature. The platform does **not** provide physical burial, cremation, religious, medical, or governmental services.

### 2. Separation of Memorial Categories

The platform clearly distinguishes between:

- Memorials dedicated to **humans**, and
- Memorials dedicated to **animals (pets)**.

These categories are separated through site structure, navigation, labeling, and filtering.

A unified design does not imply equivalence, comparison, or substitution between human and animal memorials.

### 3. User Responsibility for Content

Users are solely responsible for all content they submit, including names, images, texts, biographies, dates, and messages.

By submitting content, the user represents and warrants that:

- They have the legal right to publish such content;
- The content does not violate applicable laws or third-party rights;
- The content is submitted in good faith and for commemorative purposes.

The platform does not independently verify the accuracy of user-submitted content.

#### 4. Cooperation with Funeral Homes and Related Service Providers

The platform **may cooperate with funeral homes, cremation services, cemeteries, memorial service providers, veterinary funeral services, and similar organizations** (collectively, “Partner Organizations”).

Such cooperation may include, but is not limited to:

- Providing access to the platform as an optional digital memorial solution;
- Displaying links, QR codes, or references to virtual memorial pages;
- Technical or informational integration.

#### Important legal clarifications:

- Partner Organizations act **independently** and are **not agents, representatives, or affiliates** of the platform.
- The platform does **not** control, supervise, or guarantee the services, conduct, pricing, or legal compliance of any Partner Organization.
- Any agreement, transaction, or service provided by a Partner Organization is **solely between the user and that organization**.
- The platform is **not responsible** for acts, omissions, or disputes involving Partner Organizations.

Participation in any partner-related offering is **voluntary** for the user.

#### 5. No Legal, Religious, or Official Status

Virtual memorial pages:

- Have **no legal or official status**;
- Do not constitute death certificates, burial records, or official registries;
- Are not religious rites or substitutes for funeral services.

The platform remains a **digital commemorative service only**, regardless of any cooperation with third parties.

#### 6. Respect and Ethical Use

The platform must be used with respect and dignity.

Prohibited content includes:

- Insults, humiliation, or dehumanization of deceased persons or animals;
- Degrading comparisons between humans and animals;
- Hate speech, harassment, threats, or discriminatory content;
- Content intended to provoke or cause emotional harm.

The platform may remove violating content without prior notice.

## **7. Cultural and Personal Sensitivities**

Users acknowledge that cultural and personal views on remembrance vary.

Use of the platform implies acceptance that:

- Animal memorials do not diminish human memorials;
- Personal disagreement with the concept does not constitute legal grounds against the platform.

## **8. Limitation of Liability**

To the maximum extent permitted by law:

- The platform is not liable for emotional distress or offense caused by user content;
- The platform is not liable for services provided by Partner Organizations;
- The service is provided on an “as is” and “as available” basis.

## **9. Content Moderation**

The platform may, but is not obligated to:

- Monitor content;
- Remove or restrict access to content violating these Terms;
- Suspend or terminate accounts for violations.

## **10. Intellectual Property**

Users retain ownership of their content.

By submitting content, users grant the platform a **non-exclusive, worldwide, royalty-free license** to host and display it for service operation.

## **11. Changes to the Terms**

The platform may update these Terms at any time. Continued use constitutes acceptance of the updated version.

## **12. Governing Law**

These Terms are governed by the laws of the **United States**, without regard to conflict of law principles.