

Terms of Use

Effective Date: December 23, 2015

Your access to and use of 1st 24 Bereavement Concierge Services, LLC's website, accessible at www.1st24bereavementconciergeservices.com, is governed by this Terms of Use agreement. By accessing and continuing to use this website you accept and agree to be bound by the Terms of Use (which may change from time to time). If you do not agree to these Terms of Use, you should not access or use this website.

Overview

The terms "we," "us," and "our" refer to 1st 24 Bereavement Concierge Services, LLC, ("BCS"). The terms "website," "or "site" refers to www.1st24bereavementconciergeservices.com. The terms "user," "you," and "your," refers to website visitors, customers, clients and any other users of the website.

The services provided by BCS include bereavement liaison and funeral arrangement services after the passing of a loved one, a blog and other website resources are referred to as the "Service."

To access and use this website you must be 18 years old or older and have the power and authority to enter into this Terms of Use Agreement. Children under the age of 18 are prohibited from using the site.

Your use of the Site

Your use of the Site is intended for personal, noncommercial use only. By accessing or using the Site, you agree to comply with all applicable local laws. Except in instances where we have given you specific, express permission, you may not use, reproduce, distribute publicly, display publicly, perform, publish, transmit or create derivative works from, or otherwise unlawfully use any content on the Site.

You may not use any features of this Site that permit communications or postings, to post, transmit, display, or otherwise communicate any of the following:

- Any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- Any advertisement, solicitation, spam, chain letter, or other similar type of information;
- Any encouragement of illegal activity;
- Unauthorized use or disclosure of private, personally identifiable information of others; or
- Any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

Site Content and Disclaimer

BCS makes no representations or warranties that the information provided on this website, regardless of its source, ("content"), is accurate, complete, reliable, current, or error-free. BCS disclaims all liability for any inaccuracy, error or incompleteness in the content.

This website is an educational and informational resource to educate visitors on bereavement and funeral assistance, and is not a substitute for working with a physician, attorney, mental health counselor or other health professional. We cannot guarantee the outcome of following the recommendations provided in any statements made on this Site regarding the potential outcome of any given situation. The recommendations presented on this Site are expressions of our opinion only.

There are no guarantees made by us about the information and recommendations. By continuing to use this website you acknowledge that we have not made any guarantee or any particular result. Therefore, following any information or recommendations provided on this website should be relied upon at your own risk.

Intellectual property

BCS owns the content on the Site, including, but not limited to written content, products, services, text, photographs, illustrations, images, designs, graphics, files, information, instructions, principles, downloadable publications, downloadable products, sounds, music, sales copy, advertising copy, website layout, website design, any and all derivative works or enhancements of the content, the compilation, assembly and arrangement of the copyrightable material on this site, and all intellectual property rights to the Content, including derivative works enhancements compilations assembly and arrangements, unless otherwise expressly stated on the site. By accessing or using the Site and/or Content you do not acquire any right title or interest in the Site or the Content.

Nothing in this Terms of Use shall be construed as granting you a license or right to use BCS's trademarks, service marks, logos, slogans or taglines displayed on the Site.

Third party links

This website may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability of, accuracy, content or policies of any third-party websites or resources. If there are links to other websites and resources, that does not imply that we are in any way endorsing or affiliated with those third parties. You acknowledge and accept sole responsibility for and assume all risk arising from your use of any other websites or resources.

Disclaimer of warranty

YOU UNDERSTAND AND AGREE THAT THE SITE, IT'S CONTENT, AND THE INFORMATION, MATERIALS AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE CONTENT PROVIDED ON THE WEBSITE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THEY MAY RESULT FROM ACCESSING, USING OR DOWNLOADING ANY MATERIAL OR PRODUCT FROM THIS WEBSITE. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE OR THAT YOUR USE OR ACCESS TO THE WEBSITE OR IT'S CONTENT WILL BE ERROR-FREE OR VIRUS FREE. THESE DISCLAIMERS OF WARRANTY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, THESE LIMITATIONS OF WARRANTIES ARE NOT PERMITTED AND MAY NOT APPLY TO YOU.

Liability limitations

You agree that we shall not be liable for any damage, loss, or expense of any kind arising out of or resulting from your possession or use of the materials, content, or information on this Site, regardless of whether such liability is based in tort, contract, or otherwise.

In no event, including, without limitation, a negligent act, shall we, or any of our providers be liable to you for any direct, indirect, special, incidental, consequential, or punitive damages (including, without limitation, loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business), arising out of or in any way related to the materials, content, or information on this Site or any other products, services, or information offered, sold, or displayed on this Site, your use of, or inability to use, this Site generally, or otherwise in connection with these Terms of Use, regardless of whether we, or any of our providers have been advised of the possibility of such damages. Because some states do not allow the limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Affiliate links disclaimer

Some of the links contained in this website may be affiliate links. This means that we may receive a commission if you click on the link and make a purchase from the affiliate. We only recommend products and services known and trusted by us, whether an affiliate relationship exists or not.

Indemnification

You agree at all times to indemnify, defend, and hold harmless BCS, and any affiliates, agents, employees, successors, assignees, associates, officers, directors, shareholders, and employees from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related in any way to your use of the Site, or breach of any obligation, warranty or representation set forth in these Terms of Use.

Controlling law & jurisdiction

This AGREEMENT is governed by and shall be construed in accordance with the laws of New Jersey, and in the event of any dispute arising in relation to this Agreement or any dispute arising in relation to the Site whether in contract or tort or otherwise the New Jersey courts will have exclusive jurisdiction over the dispute, unless mandatory applicable laws require otherwise.

Entire agreement

This Terms of Use Agreement constitutes the entire agreement between BCS and you with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and BCS with respect to this website.

A printed version of this Terms of Use Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Terms of Use Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed

form.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from BCS solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Use of or copying from this site is subject to our Terms of Use. Please read our Privacy Policy [\(hyperlink to Privacy Policy\)](#)