

Terms of Service

1. Acceptance of Terms

By creating an account or using the Echo4Ever platform ("the platform", "the service"), you agree to these Terms of Service and our Privacy Policy. If you do not agree, you must not use the platform.

Echo4Ever Limited ("we", "our", "us") is a company registered in New Zealand.

2. Eligibility

To use the platform, you must be:

- At least 16 years old (or the minimum age required by local law, if higher)
- Legally capable of entering into agreements

If we discover that an account has been created by a person below the required age, we will delete that account.

3. Your Account

You are responsible for:

- Keeping your password secure
- All activity that occurs under your account
- Ensuring you have the rights to any content you upload
- Ensuring you have appropriate permission before entering personal information about other individuals (e.g. in your family tree or Heritage Custodian nominations)

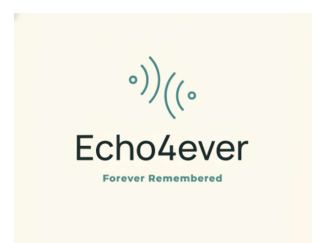
We may suspend or restrict accounts that violate these terms.

4. Subscription Plans and Payment

4.1 Paid Subscriptions

Access to the platform's vault features requires a paid subscription. We offer multiple subscription tiers (Foundation, Legacy, and Generations) with monthly and annual billing options. Pricing varies by region.

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4.2 Payment Processing

Payments are processed securely by Stripe. We do not store your credit card details. You can manage your subscription and billing through the Stripe Customer Portal, accessible from your Settings page.

4.3 Subscription Changes

You may upgrade, downgrade, or cancel your subscription at any time through your Settings page or the Stripe Customer Portal.

4.4 Free Accounts

Family members invited to view a shared vault do not require a paid subscription. They can view shared content at no cost. A subscription is only required if they wish to create their own vault.

5. User-Generated Content

5.1 Ownership

You retain full ownership of all content you upload. We do not claim any ownership over your material.

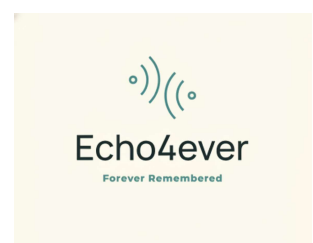
5.2 Licence

By uploading content, you grant us a limited, non-exclusive licence to:

- Store your content securely
- Display it to people you have approved (family members, Heritage Custodian)
- Back it up as part of normal platform operations
- Deliver it as part of time capsules on your chosen dates
- Preserve it in memorial mode if requested by your Heritage Custodian

This licence exists solely to operate the service on your behalf. We will never sell, sublicense, or commercially exploit your content.

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6. Prohibited Content

You must not upload:

- Illegal content
- Offensive, harmful, abusive, or hateful material
- Content you do not own or have the rights to use
- Personal information of other living individuals without their consent

We reserve the right to remove content that violates these terms and to suspend or terminate accounts responsible for repeated violations.

7. Heritage Custodian and Memorial Mode

7.1 Heritage Custodian

You may designate a Heritage Custodian — a trusted person who can request that your vault be placed into memorial mode after your death. By nominating a Heritage Custodian, you authorise them to make this request on your behalf when the time comes.

7.2 Memorial Mode

Memorial mode requests are reviewed and approved by an Echo4Ever administrator. If approved:

- Your account is permanently transitioned to memorial status.
- Login access to the account is disabled.
- All legacy content and time capsules become accessible to your family members.
- Your Heritage Custodian is granted curator access.
- Your subscription is cancelled automatically — no further payments are charged.
- Your archive is preserved indefinitely at no cost to your family.

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7.3 Deactivation

In exceptional circumstances, memorial mode may be deactivated by an Echo4Ever administrator. This is intended only for cases where memorial mode was activated in error.

8. Family Sharing

You may invite family members to view your vault. When you invite someone:

- Their email address is stored at the point of invitation.
- They are invited to create an account or log in.
- Once they accept, they can access the content you have shared with them.
- You control who has access and can revoke access at any time.

Family members viewing your shared vault do not need their own subscription.

9. Time Capsules

You may create time capsules — content that is locked and becomes accessible on a date you specify, or when memorial mode is activated. By creating a time capsule, you instruct us to retain and deliver that content on the scheduled date.

10. Platform Availability

We aim for reliable service but do not guarantee:

- Uninterrupted availability
- Freedom from errors or defects
- That the service will meet all your requirements

We may perform maintenance, updates, or improvements that temporarily affect availability. We will endeavour to provide notice of planned downtime where possible.

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11. Payment Failure and Account Suspension

If you fail to pay your subscription fees when due:

- Your account will be immediately suspended and your vault locked.
- You will not be able to access your content during suspension.
- You can restore access at any time by updating your payment method.
- After 6 months of continuous non-payment, your account may be terminated.
- Following termination, the data return period in Section 12 applies.

12. Account Termination and Data Return

12.1 Termination by You

You may close your account at any time by contacting us at contact@echo4ever.com. Upon closure, your content will be safely archived in accordance with our Privacy Policy. It will not be deleted unless you explicitly request deletion.

12.2 Termination by Us

We may suspend or terminate accounts for:

- Violation of these terms
- Security risks
- Abuse, fraud, or illegal activity
- Extended non-payment (see Section 11)

12.3 Data Archived

Following account termination (whether by you, by us, or due to non-payment):

- Your content will be safely archived and preserved. The purpose of Echo4Ever is to preserve your legacy for future generations, and we honour that intent by keeping your content safe even after your account is no longer active.
- You may request a return of your data at any time by contacting us at contact@echo4ever.com.
- Your content will not be deleted unless you explicitly request deletion. You have 180 days to request a return of your data.
- If you do not request a data return within this period, your content will be securely deleted.

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12.4 Permanent Deletion

You may request permanent deletion at any time by contacting us at contact@echo4ever.com. Deletion only occurs when explicitly requested by you. Upon request, all associated content will be removed from active systems and scheduled for secure erasure from backups within 30 days.

13. Limitation of Liability

To the maximum extent permitted by law, we are not liable for:

- Loss of data beyond our reasonable control
- Platform outages or interruptions
- Indirect, incidental, or consequential damages

Where applicable law prohibits these limitations, your statutory rights apply. Nothing in these terms excludes liability for fraud, gross negligence, or death or personal injury caused by our negligence

14. Indemnification

You agree to indemnify and hold harmless Echo4Ever Limited and its officers, employees, and agents from any claims, damages, or expenses arising from:

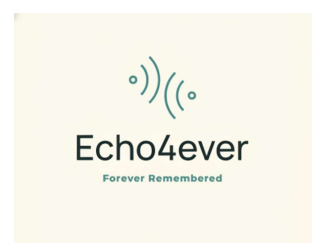
- Your use of the platform
- Content you upload
- Your violation of these terms
- Your infringement of any third party's rights

15. Intellectual Property

The Echo4Ever platform, including its design, branding, code, and documentation, is the property of Echo4Ever Limited. You may not copy, modify, distribute, or reverse-engineer any part of the platform without our written permission.

Your content remains your own (see Section 5).

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16. Modifications to These Terms

We may update these terms from time to time. Significant changes will be communicated via email or platform notification. Your continued use of the platform after changes take effect constitutes acceptance of the updated terms.

17. Governing Law and Disputes

These terms are governed by the laws of New Zealand. Any disputes arising from these terms or your use of the platform shall be subject to the exclusive jurisdiction of the courts of New Zealand.

18. Contact Us

For questions about these Terms of Service:

contact@echo4ever.com

Echo4Ever Limited

Auckland, New Zealand