

Arbitration Agreement.

Please read this section (the “Arbitration Agreement”) carefully. It is part of your contract with Ethos and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Ethos agree that any dispute, claim, or disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services, our website, or this Agreement and prior versions of our website, including those relating to the scope or validity of this Arbitration Agreement as well as those disputes that arose between you and us before the effective date of this Agreement (each, a **“Dispute”**) will be resolved by binding arbitration, rather than in court, except that: (i) you and Ethos may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Ethos may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

Informal Dispute Resolution. There might be instances when a Dispute arises between you and Ethos. If that occurs, Ethos is committed to working with you to reach a reasonable resolution. You and Ethos agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome (**“Informal Dispute Resolution”**). You and Ethos therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (**“Informal Dispute Resolution Conference”**). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (**“Notice”**), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Ethos that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@getethos.com or regular mail to our offices located at 1606 Headway Cir, #9013, Attn: Legal Department, Austin, TX 78754. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

Waiver of Jury Trial. YOU AND ETHOS ESTATE PLANNING HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Ethos are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the Section titled “Applicability of Arbitration Agreement.” There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief. YOU AND ETHOS ESTATE PLANNING AGREE THAT, EXCEPT AS SPECIFIED IN THE SECTION TITLED "BATCH ARBITRATION," EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Section titled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or demand for relief (such as a demand for public injunctive relief), you and Ethos agree that that particular claim or demand for relief (and only that particular claim or demand for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Texas. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Ethos from participating in a class-wide settlement of claims.

Rules and Forum. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Ethos agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by National Arbitration and Mediation ("**NAM**"), in accordance with NAM's Comprehensive Dispute Resolution Rules and Procedures (the "**NAM Rules**") then in effect, except as supplemented, where applicable, by the NAM Supplemental Rules for Mass Arbitration Filings and as modified by this Arbitration Agreement. The NAM Rules are currently available at <https://www.namadr.com/resources/rules-fees-forms/>.

A party who wishes to initiate arbitration must provide the other party with a demand for arbitration (the "**Demand**"). A Demand to Ethos should be sent either by mail to 1606 Headway Circle, #9013, Austin, TX 78754 or by email to legal@getethos.com. A Demand to you will be sent to your email address or regular address associated with your Ethos Account. The Demand must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above signed by Claimant and their counsel if applicable; and (5) evidence that the demanding party has paid any necessary filing fees in connection with such arbitration. The form of Demand is currently available at <https://www.namadr.com/resources/rules-fees-forms/>.

If the party demanding arbitration is represented by counsel, the Demand shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

The arbitration hearing (if any) will be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. Unless you and Ethos otherwise agree, an in-person hearing will be held in the county where you reside, or as determined by the arbitrator (in the case of Batch Arbitration). Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any NAM fees and costs will be solely set forth in the applicable NAM Rules.

You and Ethos agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

Arbitrator. The arbitrator will be selected by the parties from NAM's roster of Neutrals, and such arbitrator shall be either (a) a retired judge or (b) an attorney licensed to practice law in the state of Texas. The parties will select an arbitrator in accordance with the NAM Rules, provided that if the Batch Arbitration process under the Section titled "Batch Arbitration" is triggered, NAM will appoint the arbitrator for each batch in accordance with the NAM Rules.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: all Disputes arising out of or relating to Section titled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of Section titled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section titled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section titled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Demand was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Ethos need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Ethos agree that in the event that there are ten (10) or more individual Demands of a substantially similar nature filed against Ethos by or with the assistance of the same law firm, group of law firms, or organizations, NAM shall (1) administer the arbitration demands in batches of 100 Demands per batch (or, if between ten (10) and ninety-nine (99) individual Demands are filed, a single batch of all those Demands, and, to the extent there are less than 100 Demands remaining after the batching described above, a final batch consisting of the remaining Demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Demands are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent a Procedural Arbitrator has been appointed, the parties agree the scope of the Procedural Arbitrator can be expanded to include determinations regarding the applicability of the Batch Arbitration process. In an effort to expedite resolution of any such dispute by the Procedural Arbitrator, the parties agree the Procedural Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Procedural Arbitrator’s fees shall be paid by Ethos.

You and Ethos agree to cooperate in good faith with NAM to implement the Batch Arbitration process including the payment of single administrative fees for batches of Demands, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: 1606 Headway Cir, #9013, Attn: Legal Department, Austin, TX 78754, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Ethos Account (or if no email address is associated with your account, any valid email address where you can be contacted), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Invalidity, Expiration. Except as provided in Section titled “Waiver of Class or Other Non-Individualized Relief,” if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Ethos as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

Modification. You and we agree that Ethos retains the right to modify this Arbitration Agreement in the future. Any such changes will be posted at www.ethoslife.com/terms and you should check for updates regularly. Unless you reject the change within thirty (30) days of such change becoming effective by writing to Ethos at 1606 Headway Cir, #9013, Attn: Legal Department, Austin, TX 78754, your continued use of the Service or the Terms, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to these Terms) remain in full force and effect. Ethos will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

Governing Courts. To the extent that the Dispute is not covered by any arbitration agreement between you and us, it shall proceed before the state or federal courts located in the State of Texas (except for small claims court actions which may be brought in the county where you reside).