

The Voice They Leave™ — Reseller Agreement

Wholesale partner program for funeral homes, monument dealers, cemeteries, hospices and senior living communities.

Version 1.1 · hello@timelessmessages.org · timelessmessages.org/partners-program

Effective date _____

Partner (legal business name) _____

Address _____

Primary contact & email _____

Wholesale rate 40% off list on the wholesale tiers (unless amended in writing)

1. The parties

This Reseller Agreement (the “Agreement”) is between The Voice They Leave (“we”, “us”) and the business named above (“Partner”, “you”). It takes effect on the effective date and continues until either party ends it under section 8.

2. What Partner may sell

We appoint you a non-exclusive authorised reseller of the wholesale tiers of our service, currently QR Essentials and Guided Self-Publish (the “Wholesale Packages”). You buy them at the wholesale rate above and resell them to families at a retail price you set. Our guided and edited packages (Guided Interview, Story Package, Legacy Film) are our own labour and are not wholesaled; you may refer families to us for those.

- You sell to the family in your own name and invoice the family directly.
- You are an independent contractor, not our agent, employee, franchisee, or joint venturer.
- You may not bind us to any commitment, warranty, or timeline we have not published.

3. Competing products

While this Agreement is in force and for ninety (90) days after it ends, Partner will not market, resell, distribute, promote, private-label, or accept any commission, referral fee, or other consideration in connection with any competing product or service. A “competing product” means any QR code, NFC tag, barcode, or similar scannable marker that links to a hosted digital memorial, tribute page, obituary page, or memorial video, whether sold by a third party or produced by Partner itself.

Nothing in this section restricts Partner’s other lines of business — markers, monuments, urns, caskets, printed programs, flowers, obituary placement, livestreaming of services, or any other goods and services that do not include a scannable link to a hosted digital memorial.

This appointment is non-exclusive and grants Partner no territory, area, or category exclusivity. We may appoint, supply, and market to any other reseller, business, or customer — including businesses that compete with Partner and businesses in Partner’s area — and may sell directly to families at any time, without notice to or consent from Partner. We make no promise, express or implied, to refrain from doing so.

The parties agree the restriction in this section is reasonable in scope, duration, and geography, and is necessary to protect our goodwill, pricing, and confidential information. If a court finds any part of it unenforceable, it shall be reduced to the maximum enforceable scope rather than struck out.

4. Pricing, orders and payment

Wholesale pricing is applied automatically at checkout for members of your organisation in the partner portal. We may change list prices and wholesale rates on thirty (30) days' written notice; orders already placed are unaffected.

- We collect from you at the wholesale rate. You collect from the family at your retail price.
- You are responsible for your own sales tax collection and remittance on your retail sales.
- Refunds to a family are your decision. Our refund policy governs what we return to you.
- You may not resell the Wholesale Packages to another reseller, or sublicense the service.

5. Brand and intellectual property

We grant you a limited, revocable, non-transferable licence to use the The Voice They Leave name and logo solely in approved partnership materials to market the Wholesale Packages. All goodwill from that use belongs to us. Everything else described on our Intellectual Property page remains ours.

- Do not alter, recolour, or combine our logo with another mark.
- Do not register a domain, handle, or business name confusingly similar to ours.
- Do not copy our page copy, templates, workflows, or demonstration content for another product.
- Stop all use of our marks within ten (10) days after this Agreement ends.

6. Families, content and ownership

Memorial content uploaded by a family belongs to that family. You may create a memorial on their behalf and must transfer ownership to the family when they are ready, using the hand-over tool in the partner portal. You will not publish a memorial without the authority of the next of kin or the estate.

7. Privacy and confidentiality

Each party will keep the other's non-public business information confidential and use it only to perform this Agreement. You will handle family personal information in line with applicable privacy law and our Privacy Policy, and will not export, sell, or reuse family contact details for unrelated marketing.

8. Service commitments, term and termination

We will host each memorial sold under this Agreement, generate its QR code, and keep it reachable in line with our published continuity promise, even if this Agreement ends. We provide the service "as is"; our total liability for any claim is limited to the amounts you paid us in the twelve (12) months before the claim, and neither party is liable for indirect or consequential damages.

Either party may end this Agreement for convenience on thirty (30) days' written notice, or immediately for a material breach that is not cured within fifteen (15) days of notice. On termination you stop using our marks, and we continue to host memorials already sold. Sections 3, 5, 7, 8 and 9 survive termination.

9. General

This Agreement is governed by the laws of the state in which The Voice They Leave is registered, without regard to its conflict-of-law rules. It is the entire agreement between the parties on this subject and replaces any earlier understanding. Amendments must be in writing and signed by both parties. Neither party may assign it without the other's consent, except to a successor of substantially all of its business.

Signatures

The Voice They Leave Signature: _____ Name: _____ Title: _____
Date: _____

Partner Signature: _____ Name: _____ Title: _____
Date: _____

This template is provided for convenience and is not legal advice. Both parties should have counsel review it before signing.
Non-compete terms are enforced differently from state to state; local law may narrow section 3.