

Terms and Conditions for access to the Willdata Online Services

Please read these Terms and Conditions carefully, they contain important information about your rights and obligations.

1. Introduction

1.1 Please read these Terms and Conditions carefully before attempting to register to the Services on the website (the 'Services') operated by Willdata Limited ('Willdata', 'our', 'we' or 'us') (Company number 5483557). In particular, if you are acting on behalf of a third party for example as a legal advisor we draw your attention to clauses 7 ('Information you provide and Disclosure of Information') and 12 ('Liability') respectfully.

1.2 You agree to be legally bound by these Terms and Conditions as they may be modified and posted on our website from time to time.

1.3 If you do not wish to be bound by these Terms and Conditions then you may not subscribe to the Online Services.

2. Nature of our Website

2.1 Willdata is designed to facilitate the retrieval of the most up to date information concerning the whereabouts of an individual's Will. We manage data relating to the whereabouts of Wills. We do not store Wills or copies of Wills nor do we have information relating to the contents of Wills.

2.2 Please note that our website is available only to individuals that can form legally binding contracts under applicable law. Therefore you must be over 18 to use the payment method displayed on our website. If you do not qualify, please click 'Decline' below.

3. Conditions of access to the Online Services

3.1 Once you apply to use our Services and we accept your order, we grant you a non-exclusive, non-transferable licence to use the Services. This licence to use the Online Services is granted on these Terms and Conditions.

3.2 In relation to the Online Services:

- (a) You may apply to use our Services either by e-mail or post;
- (b) We may terminate or suspend your use of the Online Services at any time if you are found in breach of any of these terms. If you are notified of termination of your rights of use, we will immediately and securely destroy all information relating to you. In these circumstances you will not be entitled to any refund.

4. Payment

4.1 To use the Services you will need to follow the procedures as set out on our website.

4.2 You must pay by credit or debit card (where applicable) at the time of your order. Details of postal services available can be found on our website. We may change our fees at any time but they will be clearly displayed on our website at the time of your order. The fee is inclusive of VAT.

4.3 We are entitled to refuse any order placed by you. Your receipt of electronic online payment also confirms acceptance of your order. This will be sent to you by online electronic means ('Confirmation') to the e-mail address you have given us. Unless otherwise requested we do not issue payment receipts for Search Requests submitted by post.

4.4 You undertake that all details you provide to us for the purpose of using the Online Services will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds to cover the cost of your order. We reserve the right to obtain validation of your credit or debit card details before providing you with the Online Services.

5. Warranties and Returns

5.1 We warrant that:

- (a) we have a right to provide the Online Services to you; and
- (b) we will provide the Online Services with reasonable skill and care.

5.2 If you have any complaints, you should direct them to us via e-mail at admin@willdata.info.

6. Modifications to the Online Services

6.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Online Services, including your access to it. Unless explicitly stated to the contrary any new features will be subject to these Terms and Conditions. Please note that although we try to ensure that the content of our website and/or the Online Services is accurate, our website and/or the Online Services may contain typographical errors or other inaccuracies. These will be corrected as soon as they are brought to our attention.

7. Information you provide and Disclosure of Information

7.1 The Services are as good as the information we are provided with

The following applies to any information you provide to us, to provide the Services:

You authorise us to use and retain the information concerning your Will Registration or Search Request including your Personal Information which relates to and/or identifies you, including, but not limited to, your name and address, to the extent reasonably necessary to provide the service of locating your Will or the Will you are searching for at some point in the future.

You must ensure that the Personal Information you provide is accurate and complete and that the submitted information contains your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our Privacy Policy in clause 8.

If you are acting on behalf of a third party in a professional capacity ie as a Solicitor, Accountant, Bank etc. we shall not disclose any Information you provide to us unless we have your client's written authority to do so or we are provided with a Certified Death Certificate.

8. Privacy Policy

8.1 Access to your personal details will be limited in accordance with the terms of the Data Protection Act 1998 for which Willdata are registered controllers of information. Please refer to www.dataprotection.gov.uk for further information and clarification.

8.2 To prevent unauthorised access to information Willdata's registration database is not directly accessible via the internet. Whilst Willdata will ensure your privacy is maintained to the best of our ability, by agreeing to the terms set out herein you are consenting to the way in which Willdata handles your personal data. Each Will Registration and Search Request is overseen by our staff and verified by computer.

9. Copyright and Monitoring

9.1 The contents of the Online Services are protected by international copyright laws and other intellectual property rights. The owner of these rights is Willdata Limited. All product and company names and logos contained within our website or the Online Services are the trade marks, service marks or trading names of their respective owners, including us.

10. Linked Websites

10.1 We make no representations whatsoever about any other websites which you may access through the Online Services. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or webmaster.

11. Availability of the Services

11.1 We will try to make the Services available at all times but cannot guarantee that we will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Services and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

12. Liability

12.1 To the fullest extent permitted by law, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the website materials, the Services, our website or any information or service provided through our website. We will do our best to ensure that all data provided to you is accurate.

12.2 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Services or the materials, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

12.3 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Services in the year in which such liability arose.

12.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Services and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the Online Services will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security

checks) to satisfy your particular requirements for the accuracy of data input and output.

12.5 The limitations and exclusions in this condition do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

13. General

13.1 We may assign, transfer, novate or subcontract any or all of our rights and obligations under these Terms and Conditions at any time.

13.2 We may alter these Terms and Conditions from time to time and post the new version on our website, following which all use of the Online Services will be governed by that version.

13.3 These Terms and Conditions and legal notices represent the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these Terms and Conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms and Conditions, order form and payment method instructions.

13.4 If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

13.5 These Terms and Conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.

13.6 Except in respect of a payment obligation, neither you nor Willdata Limited will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.

13.7 Failure or delay by either party enforcing an obligation or exercising a right under these Terms and Conditions does not constitute a waiver of that right or remedy.

13.8 These Terms and Conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999 .]

14. Notices

14.1 All notices shall be given:

to us via e-mail at admin@willdata.info or by post at Freepost Willdata; or

to you at either the e-mail or the postal address you provide during any ordering process.

14.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

15. Replacement

15.1 These Terms and Conditions replace all other terms and conditions previously applicable to the provision of the Online Services.

Updated 28 April 2010