

# *Terms and conditions for access to the Willdata Online Service*

*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 Service on the website (the 'Service') 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 a solicitor we draw your attention to clauses 7 ('Information you provide and Disclosure of Information') and 12 (Liability) respectfully.
- 1.2 By clicking on the 'I Accept' button at the bottom of these terms and conditions, Privacy Policy and Legal Notices 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 Service.

## **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. Quite simply we manage data relating to the whereabouts 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, decline to leave our website now.

## **3. Conditions of access to the Online Service**

- 3.1 Once you register your will with us and we accept your registration, we grant you a non-exclusive, non-transferable perpetual licence to use the Service. This licence to use the Online Service is granted on these terms and conditions.
- 3.2 In relation to the Online Service:
  - (a) You may Register your details with us either by e-mail, fax or post;
  - (b) We may terminate or suspend your use of the Online Service 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 register your will with us you will need to follow the procedures as set out on our website.
- 4.2 You must pay by credit or debit card, at the time of your registration. We may change our fees at any stage. We try to ensure that our fees displayed on our website are accurate but the fee on your order will need to be validated by us as part of the acceptance procedure. The fee is inclusive of VAT.
- 4.3 We are entitled to refuse any registration request placed by you. If your registration is accepted, we will confirm acceptance to you by online electronic means ('Confirmation') to the e-mail address you have given us on registration.
- 4.4 You undertake that all details you provide to us for the purpose of registering to the Online Service 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 Registration. We reserve the right to obtain validation of your credit or debit card details before providing you with the online service.

## **5. Warranties and returns**

5.1 We warrant that:

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

5.2 If you have any complaints, you should direct them to us via e-mail at [info@willdata.info](mailto:info@willdata.info).

## **6. Modifications to the online service**

We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Online Service, 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 Service is accurate, it our website and/or the Online Service may contain typographical errors or other inaccuracies.

## **7. Information you provide and Disclosure of Information**

The Service is as good as the information you provide

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

You authorise us to use, and retain the information concerning your will 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 at some point in the future.

You must ensure that the Personal Information you provide is accurate and complete and that all registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

If you are acting on behalf of a third party in a professional capacity ie as a Solicitor, Accountant, Bank etc. We shall at all times retain and securely maintain the data. We shall not disclose this data unless we have your written client's authority to do so or we are provided with a certified copy of for example a death certificate.

## **8. Security**

We refer you to our [security statement](#).

## **9. Copyright and monitoring**

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

## **10. Linked websites**

We make no representations whatsoever about any other websites which you may access through the Online Service. 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 web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

## **11. Availability of the service**

We will try to make the Service available 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 Service 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 web site materials, the Service, our website or any information or service provided through our website. We will do our best to ensure that all data provided to you are accurate, but the information will be provided to you from information provided by you.
- 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 Service 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 Service in the year in which such liability arose. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.
- 12.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Service 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 Service 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 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 Service will be governed by that version.
- 13.3 These terms and conditions together with the privacy policy, 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, privacy policy, 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 Company Name 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 [info@willdata.info](mailto:info@willdata.info) or by post at Freepost Willdata; *or*

to you at either the e-mail or 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**

These terms and conditions replace all other terms and conditions previously applicable to the provision of the Online Service.