

TERMS OF BUSINESS FOR CERTAINTY ONLINE WILL SERVICE

These Terms of Business (the "Terms") govern your access to, and use of the **Certainty Estate Planners Limited (CEP)** Online Will Service, a platform that allows users to create and manage their personal Wills online. By using the Service, you agree to comply with these Terms, as well as any applicable laws, regulations, and guidelines.

Please read these Terms carefully before using the Service. If you do not agree to these Terms, you should not use the Service.

1 SERVICES PROVIDED

1.1 Will Creation

The Service enables users to create a legally-binding personal Will for themselves, and their husband/wife or partner online. The platform offers a step-by-step process for drafting a Will. It allows you to record your current or any former spouses or partners you have had, any minor and grown-up children you have, as well as any stepchildren. You can name guardians as appropriate, specify who you want to act as your executor/s, and also who you want to benefit from your estate once you pass away. The questionnaire allows you to give end of life instructions, plan funeral arrangements, make provision for any pets you have and list those people to whom you would like to give any specific gifts of money or possessions. Our online Wills cover all assets you own in England, Wales & Scotland and detail how you want your estate to be distributed. It takes into account but does not extend to any business and/or foreign assets you may have, before allowing you to select a number of additional extras such as Lasting Powers of Attorney, registering your executed documents on the National Will Registry and document storage.

1.2 Document Storage

As an optional extra, our online Will Service provides secure storage for your completed Will and accompanying documents.

1.3 Legal Advice Disclaimer

While the Service is designed to help users create valid Wills, it does not provide legal or financial advice. Following the completion, submission and partial payment for your Wills under this service, our inhouse Will and Estate Planning Executives will meticulously check your answers and requests, and if necessary, contact you for clarification. They may offer general guidance around creating the Will which is best suited to your circumstances. Any such guidance should not be seen as a substitute for professional legal counsel which you should seek if you are unsure about anything. If you have complex estate matters which are outside the scope of our Online Will Service, we will inform you, and you should seek advice from our authorised and registered Will writers and estate planners.

2 ELIGIBILITY AND USER RESPONSIBILITY

2.1 Eligibility

To use the Service, you must be at least 18 years of age and have the legal capacity to make a Will under the laws of your jurisdiction. You represent and warrant that you are of legal age and sound mind to execute a will.

2.2 User Responsibility

You are solely responsible for the accuracy and completeness of the information you provide to us and that we will use to create your Will. The Service will not verify the information you input, and you are responsible for reviewing your Will for errors or omissions before executing the final versions.

3 ACCOUNT CREATION AND SECURITY

3.1 Account Setup

To access certain features of the Service, you may need to create an account. You agree to provide accurate, current, and complete information during the registration process and to maintain the security of your account credentials.

3.2 Security of Your Will

We use reasonable security measures to protect your Will and personal information. However, you are also responsible for maintaining the confidentiality of your account and any password. You agree to notify us immediately of any unauthorized use of your account.

4 FEES AND PAYMENTS

4.1 Pricing Structure

The use of the Service is subject to fees, which are clearly stated on the website before you start the questionnaire and again at the checkout page within the site. Any deposit fees paid are non-refundable once paid, unless otherwise specified or agreed in advance.

4.2 Payment Terms

You agree to pay all applicable fees for the Service through the payment methods available on the platform. A payment equal to 50% of your chosen Will package is taken upon submission of the completed questionnaire. The second 50% payment plus any additional extras chosen at checkout, is taken once you have approved the draft documents. If payment is not received, CEP reserves the right to suspend or terminate your access to the Service and pursue you for outstanding payments due under the service and this agreement.

5 INTELLECTUAL PROPERTY

5.1 Ownership

The content, features, and functionality of the Service, including text, graphics, logos, and software, are owned by Certainty Estate Planners Limited and are protected by intellectual property laws. You agree not to copy, reproduce, distribute, or modify the content of the Service without prior written consent.

5.2 License

You are granted a limited, non-exclusive, non-transferable license to access and use the Service for personal purposes in accordance with these Terms. Any other use of the Service is prohibited.

6 DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 No Legal Advice

The Service is intended to help users create a Will and does not constitute legal or financial advice.

6.2 Limitation of Liability

To the maximum extent permitted by applicable law, Certainty Estate Planners Limited shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use of the Service, including, but not limited to loss of data, loss of assets, or legal disputes. The maximum liability of CEP is equal to any fees that you have paid to CEP for the service.

6.3 No Guarantee of Validity

While the Service strives to generate valid and enforceable Wills, Certainty Estate Planners Limited does not guarantee that the Will is accepted by any jurisdictions other than those named, or that it will be free from legal challenge.

7 PRIVACY AND DATA PROTECTION

7.1 Privacy Policy

Your privacy is important to us. The collection, use, and protection of your personal data is governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand how we collect and use your information.

7.2 Data Retention

We retain your personal information and complete will in accordance with our data retention policy, as outlined in the Privacy Policy.

8 AMENDMENTS TO THESE TERMS

We may revise or update these Terms at any time, and any changes will be effective immediately upon posting on our website. We encourage you to review these Terms regularly and to stay informed of any updates. By continuing to use the Service after changes are posted, you accept the modified Terms.

9 TERMINATION

9.1 Termination by You

You may terminate your use of the Service at any time by writing to us and giving 7 days' notice. Please note that you will still be liable for any outstanding fees or charges at the date of notice.

9.2 Termination by Certainty Estate Planners Limited

We reserve the right to suspend or terminate your access to the Service at any time for any reason, including, but not limited to violation of these Terms, fraudulent activity, or other unlawful conduct.

10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law

These Terms shall be governed by and construed in accordance with the Society of Will Writers (SWW) of which we are certified members.

10.2 Dispute Resolution

In the event of any dispute, you agree to resolve the matter through mediation, rather than in court. If mediation is not possible, any disputes will be settled in the courts located in England, Wales and Scotland.

11 MISCELLANEOUS

11.1 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remainder of the Terms will remain in full force and effect.

11.2 Entire Agreement

These Terms, together with any other legal notices and agreements published by Certainty Estate Planners Limited on the Service, constitute the entire agreement between you and Certainty Estate Planners Limited with respect to the Service.

By using the Certainty Estate Planners Limited Online Will Service you acknowledge that you have read, understood, and agree to these Terms of Business.

CONTACT INFORMATION

For any questions or concerns, please contact us at: info@certaintyestateplanners.co.uk.