

My Digital Legacy

Terms and Conditions v1.2

Effective from 4th March 2021 until further notice.

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Our terms

1. These terms

- 1.1. What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2. Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms [or require any changes], please contact us to discuss.

2. Information about us and how to contact us

- 2.1. Who we are.** We are My Digital Legacy Ltd, a company registered in England and Wales. Our company registration number is 13246386 and our registered office is at 57 North St, Chichester, PO19 1NB. We are not registered for VAT.
- 2.2. How to contact us.** You can contact us by writing to us at info@digitallegacy.org or by post to our registered office.
- 2.3. How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.
- 2.4. "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. We only sell to the UK.** Our website is solely for the promotion of our products and services in England and Wales. Unfortunately, we do not accept orders from addresses outside of England or Wales.

4. Your rights to make changes

4.1. If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

5. Our rights to make changes

5.1. Minor changes to the products. We may change the products and services:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

5.2. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms, the product or the service, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products or services paid for but not received:

5.3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the products and services

6.1. Delivery costs. There are no delivery costs.

6.2. When we will provide the products.

6.2.1. If the products are one-off services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

6.2.2. If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.

6.2.3. If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.3. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4. If you do not allow us access to provide services. If you do not allow us access to your computer to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

6.5. Reasons we may suspend the supply of services to you. We may have to suspend the supply of a service to:

6.5.1. deal with technical problems or make minor technical changes;

6.5.2. update the service to reflect changes in relevant laws and regulatory requirements;

6.5.3. make changes to the service as requested by you or notified by us to you (see clause 5).

6.6. Your rights if we suspend the supply of service. We will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service for longer than one month in any year we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.7. We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the service. We will not suspend the service where you dispute an unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.5).

7. Your rights to end the contract

7.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

7.1.1. If what you have bought is misdescribed you may have a legal right to end the contract or to get a service re-performed or to get some or all of your money back;

7.1.2.If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;

7.1.3. If you have just changed your mind about the service, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

7.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1.we have told you about an upcoming change to the product or these terms which you do not agree to (see clause);

7.2.2.we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

7.2.3.there is a risk that supply of the products may be significantly delayed because of events outside our control;

7.2.4.we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month;
or

7.2.5.you have a legal right to end the contract because of something we have done wrong.

7.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

7.4.1.digital products after you have started to download or stream these;

7.4.2.services, once these have been started, even if the cancellation period is still running;

7.5. How long do I have to change my mind? You have fourteen days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed. A contract for services or digital content is completed

when the service is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

8. How to end the contract with us (including if you have changed your mind)

8.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

8.1.1. Email. Email us at info@mydigitallegacy.org. Please provide your name, details of the order and, where available, your phone number and email address.

8.1.2. Online. Complete the form mydigitallegacy.org/cancel on our website.

8.1.3. By post. Simply write to us at our address, including details of what you bought, when you ordered or received it and your name and address.

8.1.4. How we will refund you. We will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.2. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1. We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

9.1.1. you do not make any payment to us when it is due and you still do not make payment within fourteen days of us reminding you that payment is due;

9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, your My Digital Legacy sharing link;

9.1.3. you do not, within a reasonable time, allow us to deliver the services to you or collect them from us;

9.1.4. you do not, within a reasonable time, allow us access to your computer to supply the services.

9.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3. We may withdraw the service. We may write to you to let you know that we are going to stop providing the service. We will let you know at least one month in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

10. If there is a problem with the product

10.1. How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can write to us at info@mydigitallegacy.org or visit mydigitallegacy.org/contact.

10.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

- a) This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- b) If your product is **goods**, for example [furniture or a laptop], the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
 - c) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
 - d) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - e) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.
 - f) See also clause .
- g) If your product is **digital content**, for example [a mobile phone app or a subscription to a music streaming service], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- h) If your digital content is faulty, you're entitled to a repair or a replacement.
- i) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- j) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation
- k) See also clause 7.3.
- l) If your product is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:
 - m) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
 - n) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - o) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.
 - p) *See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).*

11. Price and payment

11.1. Where to find the price for the product or service. The price of the product or service will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2. We will pass on VAT status or rate of VAT changes. If our VAT status or the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11.4. When you must pay and how you must pay. We accept payment by Direct Debit only.

11.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our responsibility for loss or damage suffered by you

12.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987

12.3. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1. How we may use your personal information. We will only use your personal information as set out in our Privacy Policy at mydigitallegacy.org/privacy.

14. Other important terms

14.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 14.2. You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3. Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6. Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To My Digital Legacy

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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