

## OCTOWILL

### TERMS OF PURCHASE

BY WRITING A WILL WITH OCTOWILL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AS SET OUT BELOW ("TERMS").

#### A. DEFINED TERMS

Unless otherwise provided in these Terms, the following words and expressions shall bear the meaning set opposite them:

"Trustee"	means any Trustee that is appointed to manage your Will and the Estate.
"Executor"	means any person appointed to act to execute your wishes after your demise
"Custody"	means safekeeping of your Will
"Customer"	means the individual person who subscribes for the Service(s) associated with Will Writing.
"Charges"	means such fees and charges payable by the Customer in respect of the Service.
"Service"	means the Will writing service and any other services that is associated with Will writing and that is offered by Octowill to the Customer.
"Will"	means the document generated by the Customers subscription to the Service provided by Octowill
"Website"	means Octo will's website in respect of the Service.
"Terms"	means these terms and conditions, terms of use, terms of subscription and access in relation to the service and products associated with the service.
"Octowill"	refers to the company Octowill Pte. Ltd. Singapore and any associated company, its employees, agents and associates.

#### B. AGREEMENT

B.1 By subscribing to the Service the Customer agrees to be bound by the Terms. The Customer further agrees that the Terms constitute the whole agreement between Octowill and the Customer regarding the purchase, use and access to the Service.

#### C. THE SERVICE

- C.1 Customer subscribing for the Service agree that they:
- C.1.1 Be of sound mind and has attained the age required for purposes of making a Will; and
  - C.1.2 Can read, write and understand English and/or the language the documents are written and understands the nature and purpose of making a Will
  - C.1.3 Agree to be a subscriber to the Will writing services provided by Octowill
  - C.1.4 Truthfully supply all information required to prepare your Last Will and accept the final Will as in its written form
- C.2 The Customer shall ensure that he/she has complied with all relevant legal requirements in his/her country to enable him/her to write the Will. For the avoidance of doubt, in the event the citizen placed his/her assets which are located outside the allowed or executable jurisdiction in the Will, Octowill reserves the right not to act as his/her executor, administrator or trustee, without assigning any reason thereto.
- C.3 Have no other Will or in the event there are previous Will; revoke all previous Will.
- C.4 Accept that correctness of all information provided to Octowill and all matters, opinions, representations, references and warranties attached to the service are made entirely at the sole understanding and responsibility of the customer and Octowill offers no warranties nor represent any responsibility for the same.

#### **D. VALIDITY OF THE WILL**

- D.1 The Customer acknowledges that the validity of a Will is subject to the compliance of the provisions of the Wills Acts, rules and regulations and applicable laws as may be in force from time to time (collectively "the Prevailing Legal Requirements").
- D.2 The Customer acknowledges that it is his/her sole responsibility to ensure that he/she complies with the Prevailing Legal Requirements and agrees that Octowill shall not be held responsible for the same.
- D.3 The Customer acknowledges that the Terms do not represent an exhaustive or comprehensive requirement for making a valid Will. The Customer is strongly advised to obtain independent legal advice in connection with the creation of a valid Will.

#### **E. FITNESS FOR THE PURPOSE**

- E.1 Each Customer's accepts that their situation may be unique and therefore the customers agree that the Service offered may not be fit for his/her requirements and/or circumstances. The final output may also differ from expectation of the customer.

#### **F. RESPONSIBILITIES OF THE CUSTOMER**

- F.1 The Customer must ensure the accuracy, completeness and correctness of the information and content provided by him/her when making a Will and acknowledges that failure to do so may affect the validity of the Will including the gift or disposition in the Will.

#### **G. REPRESENTATIONS BY THE CUSTOMER**

- G.1 The Customer represents to Octowill that he/she is aware that some of the Service is driven by a document assembly system into which a form of a Will was inserted in an interactive and preformatted format.
- G.2 The Customer represents to Octowill that all information provided is correct, up-to-date and accurate and the Customer is not represented under a pseudonym, alias, false name or a fictitious name.
- G.3 The Customer represents to Octowill that he/she has read and understood the Terms and the instructions in respect of the Service.
- G.4 The Customer represents to Octowill that the subscription of the Service is for his/her own personal use for making his/her own Will.
- G.5 The Customer represents to Octowill that he/she Will not use the services provided by Octowill for any purpose that is unlawful or prohibited by the Terms.

#### **H. GENERATING A WILL**

- H.1 A Will shall be generated based on the information provided by the customer or information entered onto the application form provided to the Customer. By making the payment the customer agrees for Octowill to generate the Will based on the information provided. Generation of the Will takes place immediately after payment of the relevant charges by the Customer. Any changes to the information provided thereafter may be considered as alteration or modification to the original Will and charges may be levied by Octowill for these services.

#### **I. CANCELLATION**

- I.1 The Customer may at any time cancel the service prior to the payment of the Charges. No cancellation after payment is made as the process of generating the Will documents begins automatically after payment is made.

#### **J. CHARGES**

- J.1 The customer acknowledges that they understood and accept all charges
- J.2 Charges are subject to change from time to time
- J.3 Charges shall be paid via Octowill specified and acceptable payment system

J.4 All payments by the Customer are not refundable.

#### **K. APPOINTMENT OF EXECUTOR, CUSTODIAN, TRUSTEE**

- K.1 Subject to acceptance by Octowill, the Service include appointing Octowill as
- (i) The executor of the Customer's Will
  - (ii) The custodian of the Customer's Will
  - (iii) The Trustee/administrator of the estate
- (the appointment of the above shall be according to terms stipulated by Octowill)
- K.2 The customer or the beneficiaries may appoint own executor, administrator or trustee to administer the Will. In the event of such appointment, the appointor is obliged to advice Octowill in writing within the stipulated time to enable Octowill;
- (i) To hand over the duties of the same to the appointee.
  - (ii) To relinquish any duties and responsibilities after the handover
  - (iii) Handover relevant documents and instructions to the appointee
- Octowill reserve the right to charge the estate a fee for performing above duties and the estate or the appointor shall settle all outstanding payments (if any) to Octowill before (i), (ii) & (iii) above can be processed.
- K.4 For the avoidance of doubt, Octowill may choose not to act as the executor or trustee (even if Octowill has been appointed as to act as one in the Will).

#### **L. ACCESS CODES & PASSWORDS**

- L.1 When signing up for the Service, the Customer may be provided with a password or other access codes. Octowill assures that there will be no duplicate of the passwords and codes. No one else other than the customer shall have access to the system. The customer agrees that it is their own responsibility to protect and will not disclose these passwords or access codes to anyone and will maintain such access codes and passwords securely so that no other person may gain access to them. Octowill shall not be held responsible if the passwords and access codes were used by other parties to access the system.

#### **M. NO REPRESENTATION OR WARRANTY BY OCTOWILL**

- M.1 Whenever the customers access Octowill portal for purchasing the product or anytime when the customer subscribe to use any services offered by Octowill, it shall be the customers responsibility to ensure that the product, the website or the service is secure and that it meets the Customer requirements, or that access will be uninterrupted, or that there will be no delays, failures, errors or omissions or loss of transmitted information. Octowill makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used by the customer in connection with the website while accessing Octowill portal.

#### **N. LIABILITY**

- N.1 Octowill shall not be responsible or liable for any errors or omissions in the information contained in the website or information pack distributed for the product.
- N.2 Neither Octowill nor any of its respective officers and employees shall be liable for any loss or damage whether direct or indirect, special, incidental or consequential damages, losses or expenses arising out of the product or service, the access or use thereof, including but not limited to:
- N.2.1 Any non-adherence by the customer of any instructions relating to the product or the Service;
  - N.2.2 Any errors or omission in the information contained in the product disclosure
  - N.2.3 Any alterations made by the customers to the Will after the Customer has completed the Will in tangible form;
  - N.2.4 Any failure by the Customer to meet all the requirements and formalities of a valid Will;
  - N.2.5 Any delays or failure by Octowill in delivering the product and services or executing the zany of the services;

- N.2.6 Any inaccuracy or incompleteness or omission of any information or data entered or provided by the Customer;
- N.2.7 Any delays or failure in performance under these terms and conditions by any party under any circumstances including those resulting from acts beyond its control, including but not limited to acts of God, acts or regulations, acts of human or acts of nature or of any kind;
- N.2.8 Any of the matters referred to any of the clauses above;
- N.2.9 Any fraud or dishonest conduct of any third party;
- N.2.10 Non-delivery of any of its service.

#### **O. INDEMNITY**

- O.1 The Customer and/or his/her estate hereby irrevocably agree to indemnify and keep indemnified Octowill and its respective officers, and employees from all liabilities, claims, losses, damage and expenses of any kind, including any legal fees, damages or awards that may be incurred by Octowill in connection with any breach or misuse of the product or the Service.

#### **P. MODIFICATIONS**

- P.1 Octowill may amend, vary or modify the Terms. All new terms and conditions Will be published on Octowill website or related media with such amendment, variation or modification before the effective date of such amendment, variation and/or modification. It is the customer's responsibility to keep updated on the amendment, variation or modification.

#### **Q. DISCLOSURE OF INFORMATION**

- Q.1 The Customer consents to the disclosure by Octowill of information of the Customer and/or the Customers affairs to the related corporations, Octowill professional or legal advisers, executors, trustees, any potential transferee and/or assignee, any regulatory authorities having jurisdiction over Octowill or pursuant to any applicable law, rules, directive, guideline or regulation or court order for any of the following purposes: -
  - Q.1.1 In connection to or for the purpose of providing the service;
  - Q.1.2 Outsourcing of Octowill operations;
  - Q.1.3 To facilitate the sale, delivery or distribution of any of the products and services offered by Octowill or any of the Related Corporation;
  - Q.1.4 Fraud or crime prevention;
  - Q.1.5 Investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally;
  - Q.1.6 For purposes of any legal process initiated by or served on Octowill (whether Octowill is a party or not); and/or
  - Q.1.7 To comply with or in connection with all applicable laws, rules, order, subpoena, directives, guidelines, regulations, court orders, discovery request or any other legal or regulatory requirement
- Q.2. Octowill, to the maximum extent permitted by law, shall not be held responsible or liable for any inadvertent disclosure by any parties or unauthorized disclosure or access by any third party to the customers information.

#### **R. INFORMATION VOLUNTEERED TO OCTOWILL**

- R.1 All information provided to Octowill including any data or information associated with the service shall be deemed as information provided to access the Octowill service. They may be both confidential and non-confidential in nature. Octowill Will endeavor at its best to safeguard the information but assumes no responsibility to accuracy of such data to proof authenticity of the data.

#### **S. TITLE AND OWNERSHIP**

- S.1 If there are any copyrights, the copyright over the product and the Service are owned exclusively by Octowill. Other than for the personal use of the Customer, the Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works there from, transfer, sell, or use in any other way for commercial or public purposes, any information, products or services obtained from the website or Octowill services.

## **T. GOVERNING LAWS**

- T.1 The Terms are governed by the laws of Singapore.

## **U. SEVERABILITY AND INVALIDITY**

- U.1 If any part of the Term is determined to be invalid or unenforceable pursuant to applicable laws including, but not limited to, the warranty disclaimers and limitations set forth above, then the invalid or unenforceable provision Will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms Will continue in effect. The Terms constitute the entire agreement between Octowill and the Customer with respect to the Website and the Service and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of the Terms and of any notice given in electronic form Will be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **V. ENQUIRIES**

If in the event the Customer should have queries or require any further information or clarification with regards to the products & services, please contact us via our website at octowill.io. Upon receipt of the query, Octowill shall endeavor to review and respond to the Customer as quickly as possible.

## **W. BINDING**

This Agreement shall be binding upon the respective heirs, representatives, trustees, successors and assigns of the parties hereto.

The Octowill system is owned by Octowill Pte. Ltd. Singapore or an affiliate (the “Company”, “We”, and “Us”). Note that the terms contain a binding arbitration clause and class action waiver, which affects your legal rights. If you do not agree to these Terms of use, do not proceed to use the Octowill system or subscribe to its service. The Company shall not assume any liability for anything contained in this document or the services provided by Octowill.

By accessing and using the information contained on the website or portal of the Company located at <https://willtoken.io> or by using the services offered, you acknowledge that you have read these Terms and that you agree to be bound by them. If you do not agree to all the terms and conditions as stated herein, you are not considered an authorised user of the system or purchaser of the service. The Company reserves the right to change, modify, add or remove any of the terms at any time at the company’s discretion. We suggest that you review these terms periodically for changes. Such changes shall be effective immediately upon posting on the Website or on the system. You acknowledge that by accessing our website or using the system after we have posted changes to these terms, you are agreeing to such modified terms. Particularly, the Company may change these terms as development of the Octowill System matures and grow to meet its use and become widely accepted.

The Company expressly disclaims all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any

information contained in this document or Octowill system (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting there (iv) usage of Octowill system (v) purchase of any of the services offered.

You represent and warrant that all information provided for the purpose of writing your WILL is accurate, and you shall ensure that such information is kept current. The Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct information.

End.....