

TERMS & SERVICES

These terms and conditions ("Terms") or ("Terms & Services") govern your use of our will writing platform, '<https://onlywill.online>' ("Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from accessing or using the Platform.

The terms "we," "us," "our," and "OnlyWill" pertain to OnlyWill Sdn. Bhd. and our website (collectively referred to as "OnlyWill"). The term "you" or "your" pertains to each individual user of the website. Replicating, transmitting, reproducing, reposting, or redistributing any content from this website or any part thereof is strictly prohibited without prior written consent from OnlyWill.

1. REGISTRATION AND ACCEPTANCE

- (a) To access certain features of the Platform, you may be required to register and create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- (b) You are solely responsible for maintaining the confidentiality of your account and password, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account.
- (c) Prior to accessing and/or utilizing the services provided through this Platform, it is imperative that you thoroughly review and acknowledge all the Terms & Services. These Terms & Services are applicable to all visitors and users of this Platform. By clicking on "Sign up," "Login," or similar buttons, as well as by accessing, registering, or utilizing our services available on the Platform, you hereby agree and consent to be legally bound by the Terms & Services.
- (d) By undertaking the aforementioned actions, you also affirm that you have acknowledged and accepted our Privacy Policy along with any other terms that may be presented to you at the time of accessing this Platform.
- (e) Should you disagree with any part of these Terms & Services or decline to accept them in their entirety, it is advised that you cease accessing and/or utilizing this Platform.

2. CREATION OF WILL

- (a) The Platform provides tools and resources for users to create their own Wills. While we strive to provide accurate and reliable information, we do not provide legal advice. Users are solely responsible for the content and accuracy of their Wills.

3. QUALIFICATION

- (a) By accessing and/or utilising our services provided through this Platform, you affirm and confirm that you have reached the age of majority (18 years of age) and possess the legal capacity to accept and adhere to these Terms & Services.
- (b) We reserve the right at our sole discretion to deny access to any person to this Platform at any time for any reason whatsoever without prior notice.

4. PAYMENT

- (a) Users may be required to pay a fee to access certain features and/or resources on the Platform. Any such fees will be clearly disclosed to you before you incur them.
- (b) All fees are quoted in and must be paid in Malaysian Ringgit. You are responsible for paying all applicable fees as outlined and described in the relevant services, along with any associated taxes or additional charges.
- (c) The fee paid is deemed final and non-refundable, unless otherwise determined at our sole discretion and in accordance with the terms governing each paid service provided by the payment processor and/or financial institution.
- (d) We use a payment processor to bill you through your linked payment account or by providing our bank details for direct payment. By using these services, you agree to abide by the terms set by the processor and authorize us to share necessary information with third-party providers to facilitate payments.
- (e) Payments made through the Platform are processed securely. We do not store or have access to your payment information.

5. ONLYWILL DOES NOT OFFER LEGAL SERVICES

- (a) OnlyWill is not a legal firm and does not engage in any legal practice. As a result, OnlyWill does not offer legal advice, legal representation, or any other legal services to its users. OnlyWill solely provides an online platform for users to complete their will-writing or drafting process.
- (b) It is strongly recommended that you seek independent legal advice from a qualified solicitor or lawyer before utilising any products offered on the Platform. All content, materials, information, or products provided on the Platform are intended solely for your reference and/or informational purposes and should not be construed as legal advice provided to you.

- (c) You are solely responsible for relying on and using such content at your own risk. OnlyWill hereby disclaims all liabilities arising from your use of the Platform, and we shall not be held accountable howsoever/whatsoever for any consequences resulting from your reliance on such information. In this regard, you shall hold us harmless and indemnify us fully against any losses, damages, costs, claims, liabilities, and expenses incurred or suffered by you regarding the Will prepared by us whatsoever/howsoever.

6. INTELLECTUAL PROPERTY

- (a) All content and materials available on the Platform, including but not limited to text, graphics, logos, images, and software, are the property of our company or its licensors and are protected by copyright, trademark, and other intellectual property laws.
- (b) You may not reproduce, distribute, modify, or create derivative works of any content or materials from the Platform without our prior written consent.
- (c) You agree and undertake to indemnify us fully and hold us harmless against any losses, damages, claims, costs, liabilities, and expenses incurred or suffered by us due to your Content or your infringement of the rights of others or any legal violations resulting from the provision of your Content through OnlyWill.
- (d) By providing your Content to us (*for the avoidance of doubt, “your Content” shall mean the content of information in whatever form which you choose to provide to us through OnlyWill) for use on OnlyWill or through the services available on the Platform, including messages and sharing of information with third parties through the services, you consent to our use, storage, processing, reproduction, publication, display, distribution, transmission, modification, adaptation, and creation of derivative works of your Content, without requiring any additional consent, notice, and/or compensation from you or others, subject to applicable laws.
- (e) The content transmitted through the services available on the Platform is solely the responsibility of the individual or entity from whom the content originated. We do not verify the accuracy or endorse any content posted or provided by you or any third party to us. We bear no responsibility for the content of websites linked on OnlyWill, and such links should not be construed as our endorsement or validation of those linked websites. We shall not be held liable for any loss or damage of any kind that may arise from your use of such content

7. ACCOUNT USAGE

- (a) You agree that your account will be used solely by you and will not be shared with or transferred to others. We shall not be held liable for any

losses or damages arising from or related to any unauthorised use of your OnlyWill account or any failure to maintain the confidentiality of your account password.

- (b) Upon accessing and utilizing the services provided on this Platform, you consent to providing us with true, accurate, current, and complete information, as well as any other details that we may reasonably require to facilitate the provision of services offered through the Platform.
- (c) By creating an account with us, you acknowledge and agree to receive communications from OnlyWill, including newsletters, special offers, and account reminders and updates.

8. USER CONDUCT

- (a) You agree not to use the Platform for any unlawful or prohibited purpose, or in any manner that could damage, disable, overburden, or impair the Platform.
- (b) You agree not to interfere with the security of, or otherwise abuse, the Platform or any system resources, services, or networks connected to or accessible through the Platform.

9. LIMITATION OF LIABILITY

- (a) In no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages, arising out of or in connection with your use of the platform, whether based on warranty, contract, tort, or any other legal theory, even if we have been advised of the possibility of such damages.
- (b) To the maximum extent permitted by law, our total liability for any claim arising under these Terms & Services is limited to the amount you paid for the relevant services.
- (c) To the fullest extent permitted by law, we disclaim all conditions, warranties, representations, or other terms that may apply to: -
 - i) the Platform or its content, whether expressed or implied;
 - ii) the quality, reliability, timeliness, or accuracy of legal services and/or advice provided by any third-party lawyer through the Platform; and
 - iii) the quality, reliability, timeliness, or accuracy of services provided by any third-party service provider.
- (d) To the fullest extent permitted by law, we disclaim liability for: -

- i) any indirect, incidental, exemplary, punitive, or consequential losses or damages of any kind whatsoever;
- ii) costs, expenses, losses, damages, liabilities, or claims related to your access to, use of, or inability to access or use the services provided on the Platform;
- iii) costs, expenses, losses, liabilities, or damages arising from the relationship between users of the Platform through the legal services or advice provided, including any client debts or malpractice claims;
- iv) costs, expenses, losses, liabilities, or damages related to your access to, use of, or inability to access or use services provided by third-party service providers, including any misappropriation and/or misuse of your personal and/or other information by any third-party service provider; and/or
- v) costs, expenses, losses, liabilities, damages, or claims related to any content of this Platform.

10. INDEMNITY

- (a) You agree to indemnify and hold OnlyWill harmless, its affiliates, partners, officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, losses, costs, expenses, or demands, including reasonable legal fees, arising out of or in any way related to:
 - i) Your use of the Platform or any of the services offered therein.
 - ii) Your violation or non-compliance of these Terms of Services or any applicable laws, rules, or regulations. Your violation of any third-party rights, including but not limited to intellectual property rights or privacy rights.
 - iii) Any content that you submit, post, transmit, or otherwise make available through the Platform. Any negligent or misconduct or wrongful act or omission by you in connection with your use of the platform.

This indemnity shall survive any termination or expiration of these Terms of Services and shall apply to any and all claims, liabilities, damages, losses, costs, or expenses arising out of or in any way related to the matters set forth herein.

11. TERMINATION

- (a) OnlyWill reserves the right to terminate or suspend your access to the Platform at any time, with or without cause, and with or without notice,

including but not limited to if we believe that you have violated these Terms of Services or engaged in any conduct that is deemed inappropriate, illegal, or harmful to OnlyWill or its users.

- (b) Upon termination of your access to the platform, you will no longer have the right to access or use any services offered therein. All provisions of these Terms of Services which by their nature should survive termination, including but not limited to indemnity, disclaimer of warranties, limitation of liability, and jurisdictional clauses, shall continue to apply after termination.
- (c) You may also terminate these Terms of Services at any time by ceasing to use the platform and closing your account, if applicable. However, any fees paid or obligations incurred prior to termination shall remain enforceable.
- (d) Termination of these Terms of Services shall not affect any rights or obligations that have accrued prior to termination, including but not limited to payment obligations, confidentiality obligations, and indemnification obligations.
- (e) OnlyWill reserves the right to modify, suspend, or discontinue the platform or any part thereof at any time without prior notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the platform.

12. GOVERNING LAW

- (a) Governing Law of these Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles.

13. ASSIGNMENT

- (a) You may not transfer or delegate your rights or obligations under these Terms & Services. However, we reserve the right to do so without your consent.

14. WAIVER

- (a) The failure to exercise or delay in exercising any right or remedy under these Terms & Services shall not constitute a waiver of such provision. Additionally, no single or partial exercise of any right or remedy under these Terms & Services shall limit or prevent further exercise of such right or remedy.

15. SEVERABILITY

- (a) If any provision of these Terms of Services is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severable from these Terms of Services, and the remaining provisions shall remain in full force and effect. The parties agree to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the original intent of the parties.

16. ENTIRE AGREEMENT

- (a) These Terms of Services constitute the entire agreement between you and OnlyWill regarding your use of the platform, superseding any prior agreements, understandings, or arrangements, whether oral or written, relating to the subject matter herein. Any modifications or amendments to these Terms of Services must be made in writing and signed by both parties to be valid.

17. CHANGE OF TERMS

- (a) We reserve the right to modify or revise these Terms at any time, in our sole discretion. Any changes to these Terms will be effective immediately upon posting on the Platform. Your continued use of the Platform following the posting of changes will constitute your acceptance of such changes.

18. CONTACT AND ENQUIRIES

- (a) If you have any questions or require further information regarding these Terms of Services, please contact us at onlywill.official@gmail.com. We are here to assist you and address any concerns you may have.