

TERMS & CONDITIONS

UPDATED 1 August 2022

By using the MyWill online Website (“Service”), you agree to be bound by the following terms and conditions (“Terms of Service”).

G & E PLT reserves the right to update and change the Terms of Service without notice.

Any new features that augment or enhances the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time here.

DEFINITIONS AND INTERPRETATION

The following words or expressions shall have the following meanings, unless the context otherwise requires:

"MyWill" means G & E PLT (Company Number 202104002253 (LLP0028887-LGN)).

"Customer" means the person who has sign up for the services offered by MyWill and has an active and paying subscription account with MyWill

"Government Tax" means any applicable sales tax, service tax or tax of a similar nature.

"Personal Data" means personal data and other information collected by MyWill from the Customer, including all information and details in relation to the Services provided by the Customer to MyWill.

"Services" means any services, including the Will Writing and Will Storage Facilities provided by MyWill to the Customer in consideration of the Subscription Fees. The Services may also include advice on your will process, collection of will and free probate application.

"Subscription Fees" means the cumulative fees payable by the Customer to MyWill for the Services, subscribed to by the Customer.

"Will" means a legal declaration of a person's wishes regarding the disposal of his or her property or estate after death.

Unless the context otherwise requires: (i) words denoting the singular shall include the plural and vice versa; and (ii) words denoting any one gender shall include all genders.

The words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them.

Terms

1. You must be of an age of majority in your country, state or province of residence.
2. You must provide us with your full name, a valid email address, phone number and any other information requested to complete the sig-up process.
3. You are responsible for maintaining the security of your account and password. G & E PLT cannot and will not be liable for any loss or damage from your failure to comply with this Security Obligations.
4. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Subscription

The Customer shall maintain and keep his account active by ensuring that there is always sufficient amount for the auto-deduction from our payment service provider 'Curlec'.

A Customer will remain an active customer as long as the Customer continues to make the subscriptions payment as prescribed.

In the event the Customer is no longer around (passed away), we will cease to collect the Subscription Fees, but we will continue to contact the 'Executor' and 'Beneficiary' for collection of the Will and the necessary process involved. We will continue to safe keep the Will as required by the local laws of specific state which can be up to a period of 6 years or until the collection of the Will whichever is earlier.

In the event the Customer decides to terminate the Subscription of MyWill voluntary, the customer will cease to have proprietary right over the will prepare by MyWill, and MyWill proceed to destroy and discard all wills which will be in the possession of MyWill.

Payment Terms

All subscription payment will be made via our payment gateway portal 'Curlec'. Once, a mandate has been granted to MyWill for monthly deductions of the subscription fees. All subscription fees will be deducted at the beginning of the subscription and on monthly basis until the termination of the subscription or subscriber has passed away.

Termination

If a subscriber wishes to terminate the service of MyWill, within the 30 days from the mandate for payment has been approved or any other offer and/or promotion, it can be done by emailing us at cancel@mywill.asia with no question ask.

After 30 days of subscription from the mandate for payment has been approved or any other offer and/or promotion by MyWill, the Customer shall provide us with 30 days termination notice at cancel@mywill.asia

In the event the Customer decides to terminate the Subscription of MyWill voluntary, the customer will cease to have proprietary rights over the will prepared by MyWill, and MyWill proceed to destroy and discard all wills, documentation and data which is in the possession of MyWill within 30 days from the date of the termination being confirmed by us. \

Electronic Transmission

This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either:

The use of electronic means to deliver a signature or to indicate acceptance of this Agreement or

The fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

Modifications

G & E PLT reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof), with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the MyWill site (<https://mywill.asia>) or the Service itself.

G & E PLT shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of Malaysia, without regard to the conflicts of laws principles thereof. You irrevocably submit (for yourself and in respect of your property and business) to the jurisdiction of any state or federal court sitting in Malaysia, in any action or proceeding arising out of, or relating to, this Agreement and acknowledge and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. You also agree not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. You waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.