

TERMS & CONDITIONS

Our agreement

These are the general terms on which Dott & Crossitt Solicitors make the Wills Online™ ('Wills Online') service available for online users.

What this service provides

Wills Online delivers to you the legal information required to create legally binding documents to deal with your personal affairs in accordance with the information that you provide during the online questionnaire.

Wills Online can be used to create legally binding documents that can deal with your personal affairs, where your personal and financial affairs are relatively straightforward and fall within the criteria set within the online questionnaire. It is your responsibility, as a user of the product, to provide accurate information in response to the questions. The online questionnaire will alert you if your personal or financial affairs appear too complex and fall outside the criteria.

To ensure that the documents you generate using Wills Online are legally binding and reflect your intentions you must be very careful to:

- provide accurate answers to all the questions asked in the online questionnaire;
- review the document carefully before signing to check that the document that has been generated accords with the answers you provided to the questions; and
- follow the instructions for signing & safe storage of your document(s) precisely.

What this service does not provide

In using this product, you are not receiving legal advice from Dott & Crossitt Solicitors.

Wills Online provides general legal information only. This is not the same thing as legal advice. One key difference is that the legal information provided is general in nature and not specific to your circumstances.

In using this product, you are also not receiving financial or tax advice from Dott & Crossitt Solicitors.

Dott & Crossitt Solicitors does not undertake any analysis of your personal circumstances (including financial circumstances) and makes no assessment or recommendation as to whether using the legal document generated using Wills Online is the best option for you. It is up to you to make that assessment.

Wills Online is only appropriate for and available for use by those users whose personal and financial affairs fit within the parameters of the Wills Online criteria. It is your responsibility to provide accurate information in completing the online questionnaire. Dott & Crossitt Solicitors undertake no check of the accuracy of the information that you provide.

If you don't understand any of the questions in the online questionnaire or are unsure whether your answers to any of the questions are accurate, the legal document generated may not deal with your affairs in accordance with your wishes. It is your responsibility to provide accurate information in relation to your personal and financial affairs and to seek assistance from a professional adviser if you need further assistance.

If you would prefer to prepare your legal document with the benefit of legal advice, our lawyers at Dott & Crossitt Solicitors would be happy to assist you and you can call our legal help line on **1800 870 407** to make an appointment.

Ongoing communication

By agreeing to use Wills Online, you authorise Dott & Crossitt Solicitors (and our related entities and representatives) to send you, during the course of your generating the legal documents and at any time subsequent to the conclusion of that, written or electronic communications which may contain material of a commercial nature. Electronic communications will include an option to 'opt out' of receiving further communications.

Provision of your details to Third Parties

Throughout the ongoing communication, you will be asked whether you require related services. If you request these services you consent to Dott & Crossitt Solicitors providing the third party service provider with your details as necessary for the service provide to offer the relevant service to you.

User acknowledgement:

Before generating and signing a legal document using Wills Online, you acknowledge that in doing so:

- Dott & Crossitt Solicitors has not provided you with any legal advice and you have decided to draft your legal document without receiving legal advice;
- You confirm that you understand that there are risks involved in not obtaining legal advice in relation to the preparation of your legal document and you accept those risks;
- Dott & Crossitt Solicitors has not provided you with any financial or tax advice. You understand that there are risks involved in not obtaining financial or tax advice in relation to the preparation of your legal document and you accept those risks;
- Dott & Crossitt Solicitors has not conducted a 'fact finding' investigation or otherwise verified the accuracy of your instructions in relation to your personal or financial affairs provided in the online questionnaire to generate the legal document;
- You accept that it is your responsibility to ensure the accuracy of the information provided in relation to your personal and financial affairs based on which your legal document has been generated;
- You accept that you are responsible for any unforeseen and/or undesirable consequences as a result of any inaccuracy in the information you have provided during the online questionnaire;
- Dott & Crossitt Solicitors has not assessed my personal or financial affairs and recommended that a legal document from Wills Online is appropriate for me;
- Dott & Crossitt Solicitors has not checked the accuracy of the legal document generated by Wills Online against the information I have provided. I accept that it is my responsibility to do so.

No responsibility for loss

To the extent permitted by law, we are not liable for any loss or damage caused by you using Wills Online of for any outage, computer virus infection or 'phishing' or cyber-hacking incident which occurs involving the use of our website, brand or emails.

Without limiting the foregoing, any damages or compensation that you may be able to claim from us if you suffer loss as a result of our conduct is limited to \$2 million which is the limit of our professional indemnity insurance through the Legal Practitioners Liability Committee. However, if you are partly responsible for the loss, the amount of the damages or compensation can be reduced having regard to the extent of your responsibility.

Email

Electronic communications may not appear in the same format in which they are sent, are sometimes delayed or not delivered, can be copied and edited and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage if this occurs.

Your records

You agree that Dott & Crossitt Solicitors® will, upon generation of the legal documents, retain any papers to which you are entitled to and leave them in our possession (save for documents deposited in our safe custody, which is to be arranged under a separate agreement) for no more than six (6) months.

After that time we will digitally image your papers and destroy the originals. The digital copies of your papers will be stored on our servers for a period of no longer than seven (7) years.