

# SQUIGGLE AGREED TERMS AND CONDITIONS

## 1. Terms and Conditions

- 1.1 These are the Terms and Conditions on which we supply documents and services (as defined below) to you.
- 1.2 Please read these Terms and Conditions carefully before you submit your order to us. These Terms and Conditions 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 an error in these Terms and Conditions or you require any changes, please contact us to discuss at [hello@squiggle.me](mailto:hello@squiggle.me).

## 2. Definitions and Interpretation

- 2.1 **“Document(s)”** means the will document or any other document sold by us and which are ordered by you.
- 2.2 **“Privacy Policy”** means the privacy policy on our website.
- 2.3 **“Probate Services”** means the services provided by Squiggle relating to probate.
- 2.4 **“Services”** means the service provided by Squiggle to create, update, revise and check the documents.
- 2.5 **“Website”** means [www.squiggle.me](http://www.squiggle.me) and [drafting.squiggle.me](http://drafting.squiggle.me)
- 2.6 **“Website Terms of Use”** means our website terms of use.
- 2.7 **“We”, “us”, “our”** means Squiggle.me Ltd.
- 2.8 **“You”, “your”, “yours”** means the user ordering any Documents and/or Services from us.
- 2.9 **“Writing”** includes emails. When we use the words "writing" or "written" in these Terms and Conditions, this includes emails.

### 3. Information About Us and How to Contact Us

- 3.1. We are Squiggle, which is a trading name for Squiggle.me Ltd., a company registered in England and Wales under company registration number 12370907 whose trading address is 11, Park Barn, Evegate Business Park, Ashford, Kent, TN25 6XS.
- 3.2. You can contact us by writing to us at **hello@squiggle.me** or by post at the address above. Any request, notification, communication or notice under these Terms and Conditions may be made by Squiggle or on behalf of Squiggle via any email address of the domain Squiggle.me (namely, 'name' or 'function'@Squiggle.me) as well as by other means such as post. However, the use of such an email address should not be relied upon as evidence that the communication has been sent by Squiggle.
- 3.3. If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### 4. Documents and Services Ordered From the Website

#### 4.1 Registration

- 4.1.1 Please check that the Documents and/or Services we offer are suitable for your use before you order from our Website. It is important that you read through the various pages on our Website before you order Documents and/or Services.
- 4.1.2. To order Documents and/or Services from our Website, you will need to register your details with us. By registering, you agree to be bound by these Terms and Conditions and our **Privacy Policy** and our **Website Terms of Use**.
- 4.1.3. The Documents and Services are not suitable for you if your permanent home is not in England or Wales or if you own assets outside of the UK.
- 4.1.4. You must be 18 years or over in order to register and to order Documents and/or Services from us.
- 4.1.5. You agree to take particular care when providing us with your details, and you warrant that these details are accurate and

complete at the time of registration and are not false or misleading or misrepresent your identity. Where requested, you must provide us with valid and complete contact details including your date of birth, a valid email address and a valid residential address.

- 4.1.6. When registering with us, you will be required to provide an email address and password. You must ensure that you keep these details secure and that you do not provide this information to a third party. You agree to adhere to best practice in maintaining security as a user and in particular to selecting and confidentially storing passwords which adhere to best practice guidelines. We will not be liable for any unauthorised access by a third party using your email address and password.

## **4.2 Our Contract With You**

- 4.2.1. Our acceptance of your order for Documents and/or Services will take place at the time when we process your order and payment is made, at which point a contract will come into existence between you and us.

## **4.3 Our Products**

- 4.3.1. Documents and/or Services purchased from the Website are intended for your use only and you warrant that any Documents and/or Services ordered and purchased by you are not for re-sale and that you are acting as principal only and not as agent for another party. We shall not be liable for the Documents and/or Services to any third party.
- 4.3.2. The alterations which can be made to the Documents through use of the Services will be limited to set fields such as the names of beneficiaries, executors or assets and you will be able to make unlimited changes to these areas by ordering the Services. You will not be permitted to change or alter the main text on the Documents.

## **4.4 Your Rights to Make Changes**

- 4.4.1. Due to the bespoke nature of the Documents, you are not entitled to cancel your order or to return the Documents unless either (i) the file

cannot be opened or is corrupted when you try to download the Document; or (ii) any printed version of the Document ordered is damaged upon receipt. The right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to Documents purchased from us.

- 4.4.2. In the event that you order a printed version of the Document which is damaged upon receipt, we will bear the costs of the return.
- 4.4.3. All replacements for faulty or damaged Documents will be undertaken within 14 days of receipt of the returned Documents or the date.

#### **4.5 Our Rights to Make Changes**

- 4.5.1. We may change the Documents, Services and/or Website:
  - 4.5.1.1. - to reflect changes in relevant laws and regulatory requirements; and
  - 4.5.1.2. - to implement minor technical adjustments and improvements.
- 4.5.2. We may cancel or suspend your access to Documents or the Services if we consider that you have acted in breach of these terms.
- 4.5.3. We reserve the right in all cases, and at our complete discretion, to decline to offer you Documents and/or Services. In cases where we do so decline, we will return any payment in full when we notify you of our decision.

#### **4.6 Providing the Documents and Services**

- 4.6.1. We will make Documents available as digital content for download by you as soon as we accept your order. Where you have elected for a printed copy of the Documents, you will be provided with an estimated date of delivery at the time of ordering. Please note that all delivery periods quoted at the time of ordering are approximate only and may vary.
- 4.6.2. Where we offer a delivery service for Documents and you have elected to have the Documents printed, bound and posted to you, the delivery periods and costs of delivery will be as displayed to you

on the Website. Documents will be sent to the address nominated by you at the time of ordering (on the order form) and cannot later be altered.

- 4.6.3. Once purchased, we will supply the Services to you until you cancel the Services as described in clause 4.4.4 or we cancel the Services as described in clause 4.5.2.
- 4.6.4. If our supply of the Documents is delayed by an event outside our control, then we will contact you as soon as reasonably possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. However, if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Documents you have paid for, but not received.
- 4.6.5. We may have to suspend the supply of the Services to:
  - 4.6.5.1. - deal with technical problems or make minor technical changes; or
  - 4.6.5.2. - make updates to reflect changes in relevant laws and/or regulatory requirements.

## **4.7 Price and Payment**

- 4.7.1. The price (inclusive of VAT) of the Documents will be the price displayed on the Website and indicated on the order pages when you place your order. You shall be entitled to use discount vouchers where applicable.
- 4.7.2. The total price for Documents and/or Services ordered, including any relevant delivery charges, will be displayed on the Website when you place your order. Full payment must be made before the Service can be provided or a Document can be downloaded by you or despatched for delivery by us.
- 4.7.3. In the event that you decide not to sign a Document, the price of the Document will not be refunded.

## 5. Probate Services

- 5.1. The Terms and Conditions on which Squiggle provides Probate Services will be provided to you when you instruct Squiggle or one of our partners to obtain a grant of probate on your behalf.
- 5.2. The terms of service will detail, among other things, our fees, the nature of our service and how we work with third parties.

## 6. Your Data

- 6.1. Where we have requested data from you to provide Services or Probate Services, you agree to provide us with accurate and complete information.
- 6.2. You authorise us to use, store or otherwise process your personal information (in accordance with our Privacy Policy) in order to provide the Documents to you and for marketing and credit control purposes. Please read our **Privacy Policy** and our **Website Terms of Use** for more information on how we store and process your personal information.
- 6.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.
- 6.4. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the event of a breach in our secure computer servers or those of third parties.
- 6.5. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure. However, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data which you provide when accessing or ordering from the Website.

## 7. How We May Use Your Personal Information

- 7.1. We will use the personal information you provide to us:
  - 7.1.1. - to supply the products to you;
  - 7.1.2. - to process your payment for the products; and
  - 7.1.3. - if you agreed to this during the order process, to give you information about similar products that we provide. However, you may stop receiving this at any time by contacting us.
- 7.2. We will only give your personal information to third parties where the law either requires or allows us to do so.
- 7.3. Please see our **Privacy Policy** and our **Website Terms of Use** for further information about how we may use your personal information.

## 8. Intellectual Property Rights

- 8.1. Ownership in, and all rights created in relation to the contents of the Website vest in us absolutely unless otherwise indicated. We retain ownership of all intellectual property rights related to the Website, including copyrights, trademarks and other proprietary rights. No licence is granted to you to use any such intellectual property save that you are permitted to use the Website in accordance with these Terms and Conditions. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever any material or information or download from our Website, except where expressly invited to do so, or indicated on our Website. The collection, arrangement and assembly of all content on the Website is the exclusive property of Squiggle and is protected by copyright.
- 8.2. You are granted a non-exclusive, non-transferable licence by us to use our Website and to print pages from the Website. If you order and pay for a Document through the Website, you will be granted permission to enable you to create and download your Document. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material

or information or download from our Website except where expressly invited to do so or indicated on our Website.

- 8.3. You retain all of the intellectual property rights in your data. You grant us a perpetual, irrevocable, transferable, worldwide, royalty-free and unlimited licence to use, modify, keep, share, save, copy and utilise your data for the purpose of providing the Documents and/or Services to you, and as set out in clause 7.
- 8.4. You shall not (i) licence, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Documents or the content of our Website in any way; (ii) modify or make derivative works based upon our Service and Website; (iii) embed a Document as an "iframe" or "frame" from within another application; or (iv) reverse engineer or access the Website, the Services or Documents in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to us, or (c) copy any ideas, features, functions or graphics of the Website. When using the Website you shall not: (i) send any correspondence that has not been suitably scanned for any software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programmes; (ii) interfere with or disrupt the integrity or performance of the Website or the data contained therein, or our Website, servers or networks; (iii) attempt to gain unauthorised access to secure pages of the Website or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on our system.

## 9. Our Website

- 9.1. The information, content and material available on the Website may vary from time to time without notice to you. This is in order to ensure that the Website is as up to date as possible.
- 9.2. We use our best endeavours to ensure that the information available on the Website is correct and accurate however the information is provided on an "as is" and "as available basis" and may become out of date over time.
- 9.3. The legal information we provide on the Website does not constitute the provision of legal advice and we do not guarantee that this is correct, complete or up to date. The information



contained on the Website is general legal information and should not be construed as legal advice to be applied to any specific factual situation.

- 9.4. We aim to have the site available at all times, however, you will appreciate that we cannot guarantee this or that it will be error free and we cannot accept liability for any issues that this may cause. We aim to keep the Website as up to date as possible; all product descriptions displayed on the Website are correct at the time the information is entered however the information appearing at the time may not always reflect the position exactly at the time you place your order.
- 9.5. You must not interfere with the working of our Website nor must you circumvent security on the site, tamper with, or hack into, or otherwise attempt to disrupt our computer system, server, Website, router or any other internet connected device or service.
- 9.6. There may be a number of links on our Website to third party websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party websites or the services or goods that they may provide to you.

## **10. Disclaimer and Limitation of Liability**

- 10.1. Squiggle is not a law firm and is not registered or regulated by the Solicitors Regulation Authority. Any use of our Documents, Services or Probate Services, or the Website does not create or constitute a lawyer-client relationship between Squiggle or any employee of or other person associated with Squiggle and you. It is for you to satisfy yourself that the nature of the Services and Probate Services that we offer, as well as the Documents provided to you, meet with your requirements and are satisfactory for your purposes and any legal requirements. We cannot accept any responsibility to you if the Documents and/or Services and/or Probate Services you purchased from us are not legally correct for your situation.
- 10.2. When preparing Documents, we have no responsibility and will accept no liability for verifying:

- 10.2.1. - your identity;
- 10.2.2. - your testamentary and/or mental capacity;
- 10.2.3. - whether you are or were subject to any undue influence when using the Services or signing your Documents;
- 10.2.4. - whether you knew, understood and approved the contents of your Documents; and/or
- 10.2.5. - whether there were or might be any actual or potential third-party beneficiary(ies) who might have a claim in law against your Estate.
- 10.3. Guidance notes are provided to assist you with the execution of your Document in accordance with the laws of England and Wales. It is entirely your responsibility to follow such notes and to ensure that the Document is validly executed and we shall have no liability for your failure to properly execute your Document. A failure to do so will result in an invalid and unenforceable Document. We shall have no liability for the guidance notes or for the enforceability of any Document.
- 10.4. Future changes to the law may mean that your Document becomes out of date or is rendered obsolete. We cannot guarantee that the Document you produce will remain up to date, complete and accurate. It is not our responsibility to notify you of changes in the law or the impact of these changes on your Document and we shall bear no liability for this. The responsibility for future reviews of the terms of your Document rests with you.
- 10.5. We do not review the data you provide to create or generate a Document for the purpose of checking for legal accuracy, correctness, suitability or completeness, other than where you have specifically requested this service and paid any fee due for this service. Where you have generated and produced a Document online, we cannot accept responsibility for the appropriateness of the Document or that it will be suitable for your particular situation.
- 10.6. The Documents and Services are suitable for use in England and Wales only. If you live outside of England and Wales or have assets outside of England and Wales, then you should exercise caution when using any Document and/or Services, as it may not be suitable and we shall have no liability for the suitability of the Document and/or Services.

- 10.7. We accept no liability and offer no warranty whatsoever for Documents which are made available to you to download from the Website free of charge.
- 10.8. We disclaim any and all liability to you for the supply of the Documents and our Services and our Probate Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you, such liability is limited to the amount you have paid for the relevant Document or Service.
- 10.9. In no event shall we be liable to you for any loss of profits, loss of data or any indirect, special or consequential loss.
- 10.10. The limitation of liability set out above does not apply to personal injury or death arising as a direct result of our negligence or any other liability which cannot be excluded or limited under applicable law.
- 10.11. We only supply the Documents and Services and Probate Services 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.

## 11. Customer Care

- 11.1. We strive to provide quality Services and Documents and Probate Services and hope you will be pleased with the work we do for you. We constantly seek to improve our service and we monitor our service standards, in line with our **Code of Practice, Quality Guarantee** and **Confidentiality Guarantee**.
- 11.2. We have a formal complaints-handling procedure, a copy of which can be obtained on request. If you are unhappy about any aspect of the service, you should in the first instance contact our CEO, Kieran Osborne at [Kieran@Squiggle.me](mailto:Kieran@Squiggle.me) or by any other method of contacting us mentioned at 3.2. We will acknowledge your complaint within five business days of receipt, whereupon an officer of the company will investigate the circumstances and write to you with the results of the investigation within 56 days of receipt of the complaint.

- 11.3. These terms do not prevent you from seeking other means of redress.
- 11.4. As Squiggle.me Ltd. are not regulated by the Solicitors Regulation Authority (SRA), you won't be able to make a complaint about our company to the SRA or make a claim on the SRA compensation fund. This is a discretionary fund maintained by the SRA for making grants to people whose money has been stolen, misappropriated or not been accounted for by a regulated person or organisation, or for those who have suffered a loss against which a regulated person or organisation should have been insured under the SRA rules, but was not.

## 12. How We Are Regulated

- 12.1. Squiggle.me Ltd. is an unregulated organisation. However, some of our third-party advisers are themselves individually regulated. Solicitors are regulated by the Solicitors Regulation Authority (SRA) and they follow the SRA Standards and Regulations. In addition, our probate and taxation partners are regulated by ICAEW.

## 13. Other Important Terms

- 13.1. We may subcontract any part or parts of the Services and Probate Services and we may assign, novate or transfer any part or parts our rights and obligations under these Terms and Conditions to another organisation without your consent or any requirement to notify you.
- 13.2. We may alter or vary these Terms and Conditions, Privacy Policy, **Website Terms, Confidentiality Agreement, Code of Practice** and **Quality Guarantee** at any time without notice to you. You should regularly visit these pages to view the latest updates.
- 13.3. These Terms and Conditions, together with our **Privacy Policy** and **Website Terms of Use**, any order form and payment instructions, constitute the entire agreement between you and us for Documents and Services. No other terms, whether expressed or implied, shall form part of these Terms and Conditions, except as stated above in relation to the provision of Probate Services. In the event of any

conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

- 13.4. Any contract made for the Documents and/or Services is between you and us. No other person shall have any rights to enforce any of its terms. It is not intended that any of the undertakings and obligations set out in these Terms and Conditions shall be for the benefit of and capable of being enforced by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.5. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.6. No delay or failure on our part to enforce our rights or remedies under these Terms and Conditions shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 13.7. These Terms and Conditions, our **Privacy Policy** and our **Website Terms of Use** shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.