

End User Terms of Service (License)

These terms of service (“Terms”) cover your use of and access to the Document Portal online service (**Document Portal**), software and related websites.

We are the data controllers of this application and the technology is provided by My Wealth Cloud Limited company number 07562559 registered office 55 Station Road Beaconsfield Buckinghamshire HP9 1QL

Our Privacy Policy explains how we collect and use your information and tells you about your privacy rights and how the law protects you, whilst the Acceptable Use Policy (see Appendix 1) outlines your responsibilities when using the Document Portal.

By accessing or using the Document Portal, you are agreeing to be bound by these Terms, our Privacy Policy and the Acceptable Use Policy.

Entitlement of Usage

Your access and entitlement to use the Document Portal is delivered as a part of the services we provide to you either as a client or an employee or third-party provider. This is primarily to ensure the secure transfer of information between us and you.

You are granted a limited, non-exclusive, revocable, non-transferable licence to access and use the Document Portal which provides a private filing cabinet for you to store your own documents. This is secure and accessible only to you. This area is provided in conjunction with the provision of our services.

The Document Portal also provides a shared area where your personal documents may be viewed and shared with the authorised user of our organisation. You should refer to our Privacy Policy for details of how we collect and use your information.

Your Content

When you use the Document Portal, you can upload such content as personal documents, photos, notes, messages and contacts details and so on (“Your Content”). Your Content belongs to you. However, if Your Content contains the personal information of third parties you must obtain their consent before uploading it to the Document Portal or sharing it with anyone.

These Terms do not give us any rights to Your Content except for the limited rights that enable us to offer the Document Portal and to do things like hosting Your Content, backing it up and sharing it when you ask us to. The Document Portal also provides features such as photo thumbnails, document previews, commenting, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Content but only in accordance with your instructions.

Sharing Your Content

The Document Portal allows you to share Your Content with others whom you select and we have no control over this, so please think carefully about what you share and with whom. These persons may be entitled to access all or only part of Your Content dependent upon the permission rights you grant to them or, in the case of a Digital Executor, may be granted access only in the event of your death or incapacity (**Sub-Users**).

Your Responsibilities

You are responsible for your conduct, the conduct of Sub-Users added to your account and for Your Content and you must comply with the Acceptable Use Policy. Content in the Document Portal may be subject to the intellectual property or privacy or other rights of third parties. Please do not copy, upload, download or share content unless you have the right to do so.

We may review your conduct and Your Content for compliance with these Terms and the Acceptable Use Policy. That said, we have no obligation to do so. We are not responsible for or liable in respect of the content you upload and share via the Document Portal. We do not accept any liability to you or third parties for any damages, losses, costs or expenses howsoever arising as a consequence of your actions or the actions of Sub-Users with whom you have shared Your Content.

Help us keep you informed and Your Content protected. Safeguard your password to the Document Portal and keep your account information current. Do not share your account credentials or give others access to your account except via the application's Sub-User functionality. If you become aware that another person other than a Sub-User knows your password please notify us immediately and change your password. If it comes to our attention that you have disclosed your password to another person other than pursuant to the applications' Sub-User functionality we may suspend or terminate the provision of the Document Portal to you without incurring liability to you.

You may use the Document Portal only as permitted by applicable law, including the rules relating to the transfer of personal information outside the EU.

The Document Portal is not intended for and may not be used by any person under the age of 13 except where that individual has been added as a Sub-User by their parent or legal guardian. By accepting these terms, you are representing to us that you are over the age of 13 and have taken responsibility for use of the Service by any Sub-User under the age of 13.

Our Content

The intellectual property rights in the Document Portal belong to My Wealth Cloud Limited and this service is protected by copyright, trademark and other UK and foreign laws. These Terms do not grant you any right, title or interest in the Document Portal, other persons' content in the Document Portal, our trademarks, logos and other brand features. We welcome feedback but note that we may use comments or suggestions without any obligation to you.

If you are a consumer you may not licence, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party access to the Document Portal. If you become aware of any unauthorised use of the Document Portal you must notify us immediately and where it is within your control take steps to stop or prevent such unauthorised use.

Notifications

By using the Document Portal you will receive system generated email notifications, to the email address registered on the account and push notifications to your mobile or tablet, if you are accessing the Document Portal through the mobile app. The purpose of these notifications are to inform you of the result of an action performed within the system. This could be, but not limited to, documents shared and unshared with you, changes to profile details, password resets, deletion of account etc. If you do not want to receive any notifications you must stop using the Document Portal and inform us to delete your account.

Copyright

We respect the intellectual property rights of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to the Copyright Agent (see below). We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement of the Document Portal is:

Copyright Agent
My Wealth Cloud
St. Mary's Court,
The Broadway,
Amersham,
Bucks.
HP7 0UT

Termination

You are free to stop using the private filing cabinet area at any time, with no notice. You are able to delete all content you have added. If however your account is the subject of a third party complaint we will suspend the operation of your account and you will not be able to access your account or delete any of the content pending the resolution of the complaint.

Such discontinuation of use will not include content being shared as part of the services we are contracted to provide you with. Should you wish this to be stopped, you will need to make such request to us for any further restriction of processing.

We reserve the right to suspend or terminate your access to the Document Portal on written notice to you:

- (a) with immediate effect if, you are in material breach of these Terms or where you are in breach of these Terms and you have not remedied the breach (which is capable of remedy) within 30 days of being required to do so or you are persistently in breach of these Terms;
 - (b) with immediate effect, if you are using the Document Portal in a manner that would cause a risk of harm or loss to us or other users or third parties or in breach of the Acceptable Use Policy or if your account is the subject of a complaint from a third party;
 - (c) with effect 30 days after such notice, if you are no longer an active client or user of the Document Portal;
 - (d) with effect 30 days after such notice, if we discontinue usage of the Document Portal;
 - (e) with immediate effect, if you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way, or become bankrupt, or take or suffer any similar or analogous action in any jurisdiction in consequence of insolvency;
 - (f) with immediate effect, if you die or, by reason of illness or incapacity (whether mental or physical) become incapable of managing your affairs or you become a patient under any mental health legislation (but subject to the Digital Executor function);
- but in the circumstances of (c) to (e) you will be permitted to download and remove/delete Your Content.

We will provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you, and give you the opportunity to export Your Content from the Document Portal unless we have reason to believe that Your Content is likely to be the subject or focus of any legal action taken by us or you, or against us or you by third parties, in which case the account will be suspended but Your Content will not be deleted pending

the outcome of such legal proceedings. If after such notice you fail to take the steps we ask of you, we will terminate or suspend your access to the Document Portal with no further obligation. Your Content will be deleted (unless required for the purpose of legal proceedings) and will not be recoverable.

We will not provide notice before suspension or termination where:

- (a) you are in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Document Portal to our other users, or
- (c) we are prohibited from doing so by law.

Upon termination of this agreement for any reason all rights granted to you under this agreement shall cease and you shall cease all activities authorised under this agreement.

Discontinuation of Services

We may decide to discontinue the Document Portal in response to circumstances beyond our control or to comply with a legal requirement or if the Document Portal is not commercially sustainable. If we do so, we will give you reasonable prior notice so that you can export Your Content from the Document Portal unless we are prevented from doing so by law.

Services “AS IS”

We strive to provide a good service but there are certain matters that we cannot guarantee or control. To the fullest extent permitted by law, we, our affiliates, suppliers and distributors make no warranties, either express or implied, about the continuation and sustainability of the Document Portal or that it will operate error-free. The Document Portal is provided “as is”. We disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement of third party intellectual property rights. If you are a consumer some jurisdictions don’t allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

We don’t exclude or limit our liability to you where it would be illegal to do so – this includes any liability for our or our affiliates’ fraud or fraudulent misrepresentation in providing the Document Portal or for death or personal injury to you caused by our negligence or the negligence of our employees, agents or subcontractors.

In countries where the following types of exclusions aren’t allowed, we’re responsible to you only for losses and damages that are reasonably foreseeable as a result of our failure to use reasonable care and skill, or any other breach of our contract with you. This paragraph doesn’t affect consumer rights of your habitual residence that can’t be waived or limited by any contract or agreement.

In jurisdictions where the following exclusions or limitations of liability are allowed, we, our affiliates, suppliers or distributors won’t be liable for:

- Any indirect, special, incidental, punitive, exemplary or consequential damages, or
- Any loss of use of the Document Portal, data, business or profits.

Unless you are a consumer, these exclusions or limitations will apply regardless of whether or not we or any of our affiliates, suppliers or distributors have been warned of the possibility of such damages.

If you use the Document Portal for any commercial, business or resale purposes, we and our affiliates, suppliers or distributors will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity. We and our affiliates are not responsible for the conduct, whether online or offline, of any users of the Document Portal.

Subject to the above provisions of this section our total liability to you in contract, tort (including without limitation negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent) restitution or otherwise, arising from any losses, damages, costs or expenses suffered by you in using the Document Portal or our other services shall in all circumstances be limited to the amount stated in our Terms of Business to which you agreed as part of our primary service to you.

Resolving Disputes

Let's try to sort things out first. We want to address your concerns without resorting to a formal legal case. Before making any formal complaints, you agree to try to resolve the dispute informally by contacting us directly. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved successfully then, after 15 days from our acknowledgement of the dispute, you or we may bring a formal legal proceeding.

In addition, if you are a consumer, please note that disputes may be submitted at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

Controlling Law and Jurisdiction

The general rule is that these Terms are governed by the law of England and Wales. However, if you are a consumer (i.e. you are an individual and are not acting in connection with your trade, business or profession) and your habitual residence is outside the UK but within the EU you may be entitled to the protection of mandatory provisions which otherwise apply in the law of your habitual residence.

Jurisdiction. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims). You and we agree that any legal proceedings to resolve claims relating to these Terms or the Document Portal or any of our other services will be brought in the courts of England and Wales. If however, you reside in a country (for example, a European Union member state) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those rights.

Third Party Rights

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms. These Terms create no third-party beneficiary rights other than those conferred within the Digital Executor facilities.

Waiver, Severability & Assignment

Our failure to, or delay in enforcing, a provision of these Terms is not a waiver of our right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect. You may not assign any of your rights under these Terms, except through the Digital Executor facilities within the application and any such attempt will be void. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the

Document Portal but we will notify you of this and ensure that the transfer will not affect your rights under these Terms.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements or changes made to the Document Portal.

If an update affects your use of the Document Portal or your legal rights as a user of the Document Portal, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via the Document Portal itself. These updated Terms will be effective no earlier than 30 days from when we notify you.

If you don't agree to the updates made, please cease usage of the Document Portal services. By continuing to use or access the Document Portal after the updates come into effect, you agree to be bound by the revised Terms.

Changes to the Terms of Service

Any changes made to these Terms in the future will be posted within the Document Portal. Therefore, we advise you to revisit the Document Portal regularly.

Appendix 1

Document Portal Acceptable Use Policy

You agree not to misuse the Document Portal services (“Services”) or help anyone else to do so. For example, you must not do any of the following in connection with the Services:

- Allow anyone to use your account credentials;
- Leave your accounts logged in and unattended
- Use someone else’s account credentials
- Leave your account credentials unprotected (e.g. writing it down)
- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven’t been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, “scraping” or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- promote or advertise products or services other than your own without appropriate authorisation;
- abuse referrals or promotions to get more storage space than deserved;
- circumvent storage space limits;
- sell the Services unless specifically authorised to do so;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- violate the law in any way, including storing, publishing or sharing material that’s fraudulent, defamatory, or misleading; or
- violate the privacy or infringe the rights of others.