

Terms and Conditions

These Terms and Conditions are between You (You) and Yodal Pty Ltd ACN 608 966 445 (Yodal).

You acknowledge that:

Yodal is a web based software platform that will generate draft estate planning documents (**Draft Documents**), based on questions answered by You or information provided by You.

Yodal does not provide legal advice or services. Yodal is not a law firm and does not hold itself out to be lawyers.

In order to use Yodal, You have obtained the assistance of Your adviser. Your adviser is not a lawyer and does not hold themselves out to be a lawyer when using Yodal.

The service offered by Yodal may not be appropriate for You, depending on Your individual circumstances.

Draft Documents

The quality of the Draft Documents are only as good as the information You and Your adviser provide.

The Draft Documents need to be reviewed by a lawyer, who can be appointed by You through Yodal.

It is Your responsibility to review the Draft Documents, attend the appointment with Your lawyer, provide full and complete instructions to Your lawyer and to ensure any questions You have regarding the Draft Documents or Your legal requirements generally are addressed.

It is the responsibility of Your lawyer to provide legal advice about Your estate planning needs, advise whether the Draft Documents are appropriate for Your circumstances, finalise the Draft Documents and to ensure the Draft Documents are executed correctly.

Yodal only prepares Draft Documents that deal with Your assets and affairs situated within Australia. If You have interests outside of Australia then You must make Your lawyer aware of this and seek their advice as to how to deal with these interests.

If You have any doubts about the content or enforceability of the Draft Documents or the suitability of Yodal for Your circumstances, You must consult Your lawyer.

Prescribed Fee

Yodal charges a set fee which includes the fee payable to Your lawyer, Yodal's fee and the fee payable to Yodal's chosen merchant facility (**Prescribed Fee**).

You acknowledge that if You request or approve further work to be undertaken by Your lawyer then they may charge You an additional fee. You will be solely responsible for payment of this additional fee.

Yodal will only pay that portion of the Prescribed Fee to Your lawyer after Yodal has been paid the Prescribed Fee in full and Your lawyer has advised Yodal that they have provided You with legal advice on Your estate planning needs and that they have sent You finalised estate planning documents for execution.

If you avail yourself of a third party payment plan in order to pay the Prescribed Fee, you indemnify Yodal for any failure by You to pay the Prescribed Fee to that third party and the amount outstanding of the Prescribed Fee will be a liquidated debt immediately due and owing (without the need for a demand) to Yodal.

Personal Information

You consent to Your adviser inputting Your Personal Information into Yodal and for Yodal to store and use Your Personal Information for the purposes of generating Draft Documents. *Personal Information* has the same meaning as contained in section 6 of the *Privacy Act 1988* (Cth).

You consent to Your Personal Information being stored on servers which are not owned or controlled by Yodal and understand that such servers may be located outside of Australia. Whilst Yodal will only engage with third party providers who it reasonably believes will store and use Your Personal Information in a manner that accords with its Privacy Policy, to the extent permitted by law, You hereby release Yodal from all liability in relation to the misuse or use of Your Personal Information by such third party, including but not limited to any unlawful accessing and copying of Personal Information (including hacking) by third parties from those servers.

The owner of Yodal may sell their interest in Yodal, Yodal may sell its business, or transfer control of the business to a third party (the Purchaser), who will gain access to Your Personal Information. You consent to Yodal disclosing Your Personal Information to a Purchaser, their employees, representatives, lawyers and professional advisers, as part of such a sale.

You consent to Yodal storing copies of Your final signed documents and other Personal Information.

You consent to Yodal providing access to Your Personal Information and copies of the Draft Documents to Your lawyer.

You consent to Yodal providing copies of Your final signed documents (which contain Your Personal Information) to Your adviser.

You agree that You have read and accept Yodal's Privacy Policy, found at www.yodal.com.au.

Indemnity

You agree to fully, effectually and promptly indemnify Yodal against any loss (either direct or indirect), damage or expense whatsoever which Yodal may suffer or incur in respect of Your use of Yodal, use of the Draft Documents or the suitability of Yodal for Your circumstances. Further, You irrevocably release Yodal and waive all claims which You may have in the future against Yodal in respect of Your use of Yodal, use of the Draft Documents or the suitability of Yodal for Your circumstances.

Authorisation and Acceptance

Your adviser may use Yodal to provide You with other products and services, apart from Draft Documents. These products or services may be provided, either in full or in part, by a third party with whom Yodal has contracted to provide those products or services. Where Your adviser orders these products or services from Yodal, You acknowledge and agree that:

- You have authorised Your adviser to order those products or services;
- Your Personal Information may be provided to Yodal and the third party supplier, in order for the products or services to be provided to You; and
- the third party supplier will deal with Your Personal Information in accordance with their privacy policy which may not be consistent with the *Privacy Act 1988*.

If You and Your partner are obtaining Draft Documents then Yodal will deem an acceptance by one of You of these Terms and Conditions, to be an acceptance by both of You. Yodal will take Your acceptance as a representation that You have Your partner's consent to accept these Terms and Conditions on their behalf.

Payment of Yodal's Prescribed Fee, either by You or on Your behalf, constitutes acceptance by You (or You and Your partner, as the case may be) of these Terms and Conditions.

If You have any questions about our Terms and Conditions, please contact us at support@yodal.com.au

