

WILLplus Standard Terms

The following standard terms apply to the provision of the WILLplus service, in particular the Digital Vault by Perpetual Guardian¹ to clients. If these Terms are inconsistent with the WILLplus letter of engagement then that agreement prevails over these terms.

Your Details, Documents & Permissions

When you use our Service, you provide us with certain digital files including content, documents, email messages and so on ("Your Details and Documents"). These Terms do not give us any rights to Your Details and Documents except for the limited rights that enable us to offer the Service. We need your permission to store digital copies of Your Details and Documents, back them up, and share them with specified people when you ask us to. This service may require our systems to access, store and scan Your Details and Documents. You give us permission to take such actions, and this permission extends to any trusted third parties we work with.

Your Responsibilities

You are responsible for your conduct and Your Details and Documents. Content in the Vault may be protected by others' intellectual property rights. Please do not copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms but we are not responsible for the content and documents shared within the Vault. Please safeguard your password to your Vault account, make sure that others do not have access to your password.

We respect the intellectual property of others and ask that you do too. We reserve the right to delete or disable content alleged to be infringing copyright and terminate accounts of repeat offenders.

You agree to responsible use of the Vault service, For example you must not:

- Probe, scan, or test the vulnerability of any system or network connected to the Vault;
- Breach or otherwise circumvent any security or authentication measures without proper authorisation;
- Access, tamper with, or use other users Vaults and non-public areas or parts of the Vault;
- Interfere with or disrupt servers or networks used to provide the Vault service or used by other users' to access the Vault, or violate any third party regulations, policies or procedures of such servers or networks, or harass or interfere with another user's full use and enjoyment of the Vault;
- Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- Abuse the Vault in a manner that circumvents its storage space limits;
- Engage in any conduct prohibited by New Zealand law; or
- Store material of any sort which violates the laws of New Zealand in any way. Perpetual Guardian reserves the right to temporarily suspend your access where the stored material is believed to be in breach of New Zealand law.

Finally, by using our Service, you are confirming to us that you are over 18.

Fees

We may change the fees but will give you advance notice of these changes via a message to the email address associated with your account. Any changes to fees would come into place on the automatic renewal of the annual subscription. Changes to fees will not be made during the subscription year. We will bill you on the assumption that you accept the new fee unless you have notified us via email in advance within 30 days of the new fee cycle.

Termination

You are free to stop using our Service at any time. We also reserve the right to suspend or terminate all or any of the Service at any time at our discretion and without notice, where we believe we have a valid reason for doing so. Upon suspension or termination, we will provide you with notice via the email address associated with your account.

Service "AS IS"

To the fullest extent permitted by law, Perpetual Guardian and its affiliates, suppliers and distributors make no guarantees, warranties, either express or implied, about the Service. The Service is provided "as is". To the fullest

¹ Perpetual Guardian is the trading name of The New Zealand Guardian Trust Company Limited and Perpetual Trust Limited. In this case you will be provided service by The New Zealand Guardian Trust Company Limited.

extent permitted by law, we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement of the Service.

Limitation of Liability

To the fullest extent permitted by law:

- In no event will Perpetual Guardian, its affiliates, suppliers or distributors be liable for any indirect, special, incidental, punitive, exemplary or consequential damages or any damage to, or loss of, any original documents or copies of original documents held by Perpetual Guardian, or any loss of profits or loss of use, or theft, of personal information or business data, regardless of legal theory, whether or not Perpetual Guardian has been warned of the possibility of such damages; and
- The maximum aggregate liability of Perpetual Guardian, its affiliates, suppliers and distributors for all claims relating to the Service in any 12 month period will be limited to the amounts paid by you for access to the Service during that 12 month period.

Indemnification

As a condition of your use of the Service, you agree to indemnify, defend, and hold harmless Perpetual Guardian, its directors, employees, shareholders, agents, attorneys, affiliates, suppliers, successors, and assigns from and against any and all liability, loss, claim, demand, suit, proceeding, damage, cost, and expense, including reasonable attorney's fees and costs, arising out of or resulting from:

- Any violation of you by these Terms;
- The content of any information you (or anyone using your account) submit, post, or transmit on or through the Vault;
- Your (or anyone using your account's) use of the Vault; or
- Any negligent acts, errors, or omissions of you, your agents, or contractors.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our client portal on our website. If a revision meaningfully reduces your rights, we will notify you. By continuing to use or access the Service after the revisions come into effect, you agree to be bound by the revised Terms.

Governing Law

These Terms and the provision of the Service will be governed by New Zealand law except for its conflicts of laws principles and you submit to the exclusive jurisdiction of the courts of New Zealand in respect of these Terms and the Service.

Entire Agreement

These Terms constitute the entire agreement between you and Perpetual Guardian with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms, provided that if you otherwise use our online client portal service, you will still be subject to our terms of use in respect of such usage (which are available on the portal). These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

Our failure to enforce a provision 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 and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Perpetual Guardian may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.