

TERMS OF SERVICE

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our products to you, whether these are goods (e.g. printed wills), services (preparing your wills) or any information we make available on our website at www.forevergift.hk and any other websites made available by us.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms 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. We may cancel or suspend your access to our products if we consider that you have acted in breach of these terms.
- 1.3 **Are you a business or a charity?** These terms are for you if you are an individual customer who is purchasing your will for yourself. If you are a business or a charity buying for your customers or supporters please get in touch and we will supply you with our separate terms of business.
- 1.4 **Read together with our Privacy Policy:** These terms should be read together with our Privacy Policy available here: <https://forevergift.hk/privacy>.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Legal Redesigned Limited, a company incorporated in Hong Kong under registration number 3011853. The words “we”, “us”, “our” refer to Legal Redesigned Limited.
- 2.2 **How to contact us.** You can contact us by email at hi@forevergift.hk or by calling +852 5468 3635.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us when you use our products.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, we also mean using emails.

3. Products and pricing

- 3.1 **Our products are designed for use in Hong Kong.** By entering into a contract with us you certify you are resident and domiciled in Hong Kong and your order relates solely to assets held in Hong Kong or, if this is not the case, that you have taken independent

expert advice from a local lawyer and you are making a will with us at their behest.

- 3.2 **Certain products are free.** For a number of charities and businesses, we offer voucher codes to their supporters and clients so they can use some of our products for free. If you do not have a voucher code, you may contact your local charity or any of our affiliated businesses to obtain one.
- 3.3 **Where to find the price of products.** The price of products which require payment will be the price indicated on our website or otherwise communicated to you when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 3.4 **When and how you must pay.** We accept payment by cheque or bank transfer. You must pay for the product in full when you make an order, and in any event before we dispatch any products to you.
- 3.5 **No resale.** Products purchased from us are intended for your use only and you warrant that any products ordered or purchased by you are not for resale and that you are acting as principal only and not as agent for another party. We shall not be liable for any products given to any third party.
- 3.6 **Products may change.** At any time, we may change the products and/or our websites to reflect changes in relevant laws and regulatory requirements, and to implement technical adjustments and improvements.

4. The ordering process

- 4.1 **Placing an order.** When you place an order, please take note of the following:
 - (a) Please check that the products we offer are suitable for your use before you order from us.
 - (b) To order the products you will need to submit your order through an online form, or arrange a telephone consultation with us. Either way, you agree to be bound by these terms and our Privacy Policy.
 - (c) You must be 18 years or over in order to order products from us.
 - (d) You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time you place the order and are not false or misleading or misrepresent your identity. Where requested, you must provide us with valid and complete contact details including your year of birth, a valid email address and a valid postal address.
 - (e) When you are placing an order, you will be asked to provide an email address so we can send you a link to continue in case you cannot complete your order at

once. You must ensure that you keep your email account and password secure. We will not be liable for any unauthorised access by a third party using your email address and password.

- 4.2 **How we will accept your order.** By ordering products from us, you make an offer to buy the products for the price set by us. There is no binding contract between you and us when the order is made. Our acceptance of your order for the products will take place at the time when we contact you to tell you the products have been dispatched, at which point a binding contract will come into existence between you and us in accordance with these terms. The binding contract will only be for the products that are included in the confirmation of acceptance.
- 4.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this. If it is a paid product, we will not charge you for the product or we will issue a refund. This might be because of local or international restrictions, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. We reserve the right in all cases, at our complete discretion, to decline to offer you our products.
- 4.4 **Your rights to make changes.** After you have submitted an order for a will, it is generally not possible for you to update the content you have submitted. However if you contact us in writing within 24 hours of submitting your order, we may consider and handle your update request at our sole discretion.
- 4.5 **Delivering your will.** If the products are printed by us and sent to you we will endeavour to deliver them to you within 20 business days after the day on which you order. The address for delivery will be the address provided by you at the time of ordering and cannot be altered. Please note that all delivery periods are approximate only and may vary.
- 4.6 **Delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5. **Cancelling your order**

- 5.1 **You may cancel your order for various reasons.** If you are cancelling for a reason set out at (a) to (c) below your order and the contract between us will end immediately. We will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) there is a real risk that supply of the products may be significantly delayed because of events outside our control; or
- (b) we have suspended supply of the products for technical reasons, or notified you we are going to suspend them for technical reasons, in each case for a period of more than 15 business days.

5.2 **How to cancel your order.** To do so, please let us know by emailing us at hi@forevergift.hk. When you do that, you are entitled to a refund under these terms we will refund you the price you paid for the products, by the method you used for payment subject to deductions for printing and sending.

6. Our rights to cancel your order

- 6.1 **If you breach these terms.** We may cancel your order at any time if you breach these terms, such as failing to pay for our products, or trying to offer or resell our products to third parties.
- 6.2 **If the law changes.** We may end our contract with you if the laws or regulations in Hong Kong change so that it is no longer possible to provide products or services to you.
- 6.3 **If we no longer provide the product.** We may write to you to let you know that we are withdrawing the product. We will let you know at least 20 business days in advance of our withdrawal and will refund any sums you have paid in advance for products which will not be provided.

7. Customer care

- 7.1 **You are our priority.** We strive to provide quality products and hope you will be pleased with the work we do for you. We constantly seek to improve our products and we monitor our service standards.
- 7.2 **Tell us if there is a problem.** If you have any questions or complaints about the product, please contact us. You can write to us at hi@forevergift.hk. We will acknowledge your complaint within 5 business days of receipt and then we will investigate the circumstances and write to you with the results of the investigation within 60 business days of receipt of the complaint.
- 7.3 **Not signing your will is no reason for refund.** In the event that you decide not to sign and execute your will, the price of the product will not be refunded to you.

8. Our websites

- 8.1 **We may update our websites without notifying you.** The information, content and material available on any of our websites may vary from time to time without notice to you.

This is in order to ensure that the websites are as up to date as possible.

- 8.2 **Information provided “as is”.** We use our best endeavors 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.
- 8.3 **Information not legal advice.** The legal information we provide on our websites 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 our websites are general legal information and should not be construed as legal advice to be applied to any specific factual situation.
- 8.4 **No guarantee against downtime or errors.** We aim to have our websites available at all times, however, you will appreciate that we cannot guarantee this or that they will be error free, and we cannot accept liability for any issues that this may cause. We aim to keep our websites as up to date as possible; all product descriptions displayed on our websites 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.
- 8.5 **No hacking allowed.** You must not interfere with the working of our websites, nor must you circumvent security on, tamper with, hack into, or otherwise attempt to disrupt our websites, computer systems, servers, routers or any other Internet connected device or service.
- 8.6 **We are not responsible for third party websites linked from our websites.** There may be a number of links on our websites to third party websites which we believe may be of interest to you. We do not represent the quality of the information, 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 information, services or goods that they may provide to you.

9. **Disclaimer and limitation of liability**

- 9.1 **We are not a law firm.** Any use of our products or websites does not create or constitute a lawyer-client relationship between you and our company, our employees or any other person associated with us. It is for you to satisfy yourself that the nature of products that we offer and the products 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 products you purchased from us are not legally correct for your situation.
- 9.2 **We are not in a position to verify your details.** When preparing your will, we have no responsibility and are not going to accept liability for verifying:
- (a) your identity;
 - (b) your testamentary and/or mental capacity;
 - (c) whether you are or were subject to any undue influence when using our products or signing your will;
 - (d) whether you knew, understood and approved the contents of your will; or
 - (e) whether there were or might be any actual or potential third party beneficiary(ies) who might have a claim in law against your estate.

- 9.3 **Use of our guidance notes.** Guidance notes are provided to assist you with the execution of your will in accordance with the laws of Hong Kong. It is entirely your responsibility to follow such notes and to ensure that the will is validly executed and we shall have no liability for your failure to properly execute your will. A failure to do so will result in an invalid and unenforceable will. We shall have no liability for the guidance notes or for the enforceability of any will.
- 9.4 **You should ensure that your will is up to date.** Future changes to the law may mean that your will becomes out of date or obsolete and we cannot guarantee that the will 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 will and we shall bear no liability for this. The responsibility for future reviews of the terms of your will rests with you.
- 9.5 **We are not responsible for use out of Hong Kong.** Our products are suitable for use in Hong Kong only. If you live or have assets outside Hong Kong then you should exercise caution when using our products as they may not be suitable, to which we shall bear no responsibility.
- 9.6 **We are not liable for business losses.** We only supply the products to you for domestic and private use. If you use the products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.7 **We only disclaim liability where it is permitted by law.** We disclaim any and all liability to you for the supply of our products to the fullest extent permissible under applicable law, and in no event shall we be liable to you for any loss of profits, loss of data or any indirect, special, or consequential loss. 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 product.
- 9.8 **Website information is for reference only.** We accept no liability and offer no warranty whatsoever for any information or products which are made available to you from our websites free of charge.

10. **How we are regulated**

Our company is not a law firm so we are not required to follow the rules governing law firms or lawyers as such. Having said that, we are serious in ensuring professionalism and quality in the products we offer. Every will you order from us is therefore drafted and vetted by a qualified lawyer in our network, who is individually regulated by local laws and the Law Society of Hong Kong.

11. **Your data**

- 11.1 Where we have requested data from you to provide our products, you agree to provide us with accurate and complete information.
- 11.2 We will only use your personal information as set out in our Privacy Policy.
- 11.3 We have taken all reasonable steps to prevent online 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.
- 11.4 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, but 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 our websites.

12. Intellectual property rights

- 12.1 **We own all intellectual property rights in our products.** Ownership in, and all rights created in relation to the contents of our products vest in us absolutely unless otherwise indicated. We retain ownership of all intellectual property rights related to our products, including copyrights, trademarks and other proprietary rights.
- 12.2 **You have our permission to use the products.** You are granted a non-exclusive, non-transferable licence by us to use our products in accordance with these terms. Despite this licence, you must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information from our products except where expressly invited to do so or indicated by us on our products. The collection, arrangement and assembly of all content in our products are our exclusive property and are protected by copyright.
- 12.3 **You own your data.** 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 products to you in accordance with our Privacy Policy.
- 12.4 **You must not copy our products.** You shall not modify or make derivative works based upon our products, embed our products within other applications, or reverse engineer or access our products with the intention 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 our products.

13. Other important terms

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 20 business days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we feel that this could cause any confidentiality, ethical, privacy or compliance issues.
- 13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of these terms by virtue of the Contracts (Rights of Third Parties) Ordinance. 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.
- 13.4 **This is the entire contract between us.** These terms constitute the entire agreement between you and us for our products. No other terms whether expressed or implied shall form part of these terms. In the event of any conflict between these terms and any other terms or provisions on any of our publicity materials, these terms shall prevail.
- 13.5 **If a court finds part of this contract legally ineffective, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.7 **Disputes should be resolved by Hong Kong laws in Hong Kong courts.** These terms and our Privacy Policy are exclusively governed by and construed in accordance with the laws of Hong Kong. The courts of Hong Kong has exclusive jurisdiction over any legal proceedings relating to these terms.

These terms were last updated on 29th March 2021.