WILL YAKO PRIVACY NOTICE

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Table of Contents

1. Who is responsible for your information 2
2. What this Notice covers 2
3. Information processed by the platform 2
4. Purposes and legal grounds 3
5. Other people and children 3
6. Retention and deletion 4
7. Recipients of personal information 5
8. Use through a professional firm 6
9. Processing outside Kenya 6
10. Security and confidentiality 6
11. Cookies and similar technologies 7
12. Reminders and marketing choices 7
13. Automated processing 7
14. Your data protection rights 8
15. Requests following death or incapacity 8
16. Concerns and complaints 8
17. Changes to this Notice 9

1. Who is responsible for your information

1.1. Will Yako Limited, a company incorporated in Kenya, operates the Will Yako platform. It is the data controller for its direct services, account and payment administration, platform security and legal compliance. This means it decides why and how personal information is used for those purposes.

1.2. Contact Will Yako about this Notice or your personal information at info@willyako.com. clause 8 explains how a professional firm uses the platform for its clients.

2. What this Notice covers

2.1. This Notice explains how personal information is collected, used, shared, protected and retained when you visit the website, complete the questionnaire, generate a Will, make a payment, use an account or contact support. It applies to guest users, account holders and people whose information is provided by another user.

2.2. Read this Notice together with the Terms of Use. Will Yako handles personal information under Kenya's Data Protection Act, 2019 ("the Act") and applicable regulations. By accepting this Privacy Notice, you consent to Will Yako processing your personal information, including sensitive personal data, to generate and deliver your Will and provide any account or storage services you select.

3. Information processed by the platform

3.1. Information about you may include your name, National ID or passport number, residence and contact details, marital status, family circumstances and answers to questions about the suitability of the standard Will. The platform asks for information needed to identify you and record your instructions.

3.2. Information about your estate may include descriptions and identifiers of land, vehicles, company shares, bank accounts, M-Pesa balances and other assets, together with your intended gifts and distributions. It may also include funeral wishes you choose to record.

3.3. Information about other people may include names, relationships, identification and contact details of executors, beneficiaries, guardians and dependants. Where requested for a child, it may include age or a birth certificate number. The additional protections in clause 5 apply to this information.

3.4. Some of this information is sensitive personal data under Kenyan law. It includes property details, marital status and family details, including names of children, parents and spouses. Funeral instructions may also reveal religious beliefs. Provide only information reasonably needed for the Will and avoid unnecessary sensitive details in free-text answers.

3.5. Account and transaction information includes sign-in requests, verification results, payment references, amounts, dates and payment status. Technical information may include an IP address, browser or device details, session identifiers and error or security logs. Support correspondence and records of privacy choices or consent may also be kept.

4. Purposes and legal grounds

4.1. Generating and delivering your Will, managing your chosen account and processing payment are necessary to take steps at your request or perform the service agreement with you. Necessary handling of sensitive information is also subject to the grounds and safeguards in the Act, including processing needed to carry out specific lawful obligations or exercise legal rights connected with making a Will.

4.2. Limited information about another adult may be processed for the legitimate interest in accurately identifying the people named in your lawful testamentary instructions. That interest is assessed against the person's rights and interests. It does not displace the additional requirements for sensitive information, children's information or overseas processing.

4.3. Platform security, prevention of fraud, troubleshooting and proportionate handling of complaints or legal claims may rely on legitimate interests or a relevant legal obligation. Accounting, tax and legally required disclosures rely on compliance with the applicable law. Information is limited to what those purposes reasonably require.

4.4. Where consent is required, it will be sought for the particular purpose before the processing takes place. Optional review reminders, marketing and optional tracking require a separate consent. Consent to unrelated processing is not a condition of generating a Will. Information will not be reused for an incompatible purpose without a lawful basis and any consent the law requires.

4.5. You may decline to provide optional information. If information or legally required permission necessary for a particular service is unavailable, Will Yako may be unable to provide that service or part of it. This will not be treated as consent to unrelated processing.

5. Other people and children

5.1. The platform obtains information about people named in a Will from the person giving the instructions. Provide only information you are lawfully entitled to provide. Your confirmation is not the other person's consent and does not automatically authorise every use or transfer of their information.

5.2. Will Yako uses that information only for the relevant document and related lawful administration, security and compliance purposes. A person is not automatically contacted about a gift or given access to a Will merely because they are named. Where the law requires information about indirect collection to be supplied, Will Yako will provide it while protecting confidential instructions and the rights of other people.

5.3. The self-service platform is for users aged eighteen or over. The processing of a child's information requires parental or guardian consent and must protect the child's rights and best interests. Appropriate age and consent checks are required. Being named as a future guardian does not itself establish present authority to consent.

5.4. Where another person's sensitive information is involved, the additional lawful conditions must be met. Do not enter information for which you cannot provide the necessary lawful authority or consent. Contact the privacy address if you are unsure how to provide information without compromising another person's rights.

6. Retention and deletion

6.1. Guest use provides no continuing account archive. Information is processed temporarily for the current generation and delivery transaction. Without email delivery, the guest answers and document are deleted after the generation and download process is completed; they are not retained for a future return visit or account recovery.

6.2. If you choose email delivery, a temporary delivery copy and associated answers may be retained for up to seventy-two hours after generation, solely to send your document and support an interrupted or failed download. They are then deleted from the active delivery system. This short delivery window does not provide ongoing storage or save a Will for future editing.

6.3. For account holders, saved answers and any documents included in the chosen storage plan are retained while that service remains active or until you request deletion, subject to lawful retention requirements. If saved material is to be deleted because a subscription has expired or storage is being discontinued, Will Yako will give at least fourteen days' notice and a reasonable opportunity to export it, as provided in the Terms.

6.4. If you separately choose review reminders, a limited contact record and the date of your last Will or reminder choice may be retained while that request remains active. The contents of a guest Will are not kept solely for reminders. You may stop reminders at any time. A minimal suppression record may be retained to respect an opt-out and prevent unwanted messages restarting.

6.5. Payment and accounting records are retained for five years from creation, or longer where a specific legal requirement or an ongoing proceeding requires it. These records are kept separately from the contents of your Will. Necessary support, security and consent records are kept only for the period needed for their documented purpose or an applicable legal requirement.

6.6. Retention is reviewed periodically. Unneeded information is deleted or irreversibly anonymised. Removal from active systems may be followed by removal from restricted backups through the applicable backup cycle. Backups are not used as a continuing archive, and restoration must preserve applicable deletion and restriction requests. You may ask about the retention period or backup cycle relevant to your data.

7. Recipients of personal information

7.1. Access is limited to authorised people and service providers who need the information for their role. Providers acting on Will Yako's instructions are subject to contractual confidentiality, security and processing restrictions. They are not authorised to use Will contents for their own unrelated purposes.

7.2. Google Cloud provides platform infrastructure and hosting. Information processed through that infrastructure may include questionnaire answers, generated documents, account records and technical data. Hosting is not limited to telephone numbers or verification messages. The overseas-processing protections in clause 9 apply.

7.3. Africa's Talking provides messaging used for sign-in verification. It receives the telephone number and verification message needed for that function. Safaricom processes M-Pesa payments and receives the payment information needed for the transaction. Any additional payment provider enabled for a transaction will be identified at checkout. Will Yako receives the transaction details needed to confirm payment and does not require your M-Pesa PIN or banking password.

7.4. Authorised technical support or development providers may access information only where necessary to maintain, secure or support the service and under appropriate restrictions. Professional firms may receive information in the circumstances described in clause 8. A professional adviser is not sent your Will merely because a screening answer suggests that independent advice is appropriate.

7.5. Information may also be disclosed where necessary and lawful to courts, regulators, law-enforcement bodies, auditors or professional advisers, including to comply with a legal duty or establish, exercise or defend a legal claim. A request for information does not, by itself, establish an entitlement to receive it. Disclosures are limited to what is lawfully required or justified.

7.6. If you follow a link to an independent website, that provider's own privacy notice applies to its processing.

8. Use through a professional firm

8.1. Where a professional firm uses the platform for its clients' instructions, it is normally the controller for its professional work. Will Yako processes the relevant client content on the firm's documented instructions, while remaining controller for its own account administration, billing, security and legal compliance.

8.2. The firm and applicable privacy information should be identified when that service is offered.

8.3. You may contact the firm or Will Yako about a data request. They will identify their responsibilities and cooperate where necessary. Neither is relieved of its own legal obligations.

9. Processing outside Kenya

9.1. The platform uses Google Cloud infrastructure hosted in the United States. Personal information handled through that infrastructure may therefore be stored or processed outside Kenya. Hosting, backup and authorised remote access arrangements must all comply with the applicable transfer requirements.

9.2. Overseas transfers are subject to the Act. In particular, sensitive personal data will be processed outside Kenya only after obtaining the data subject's consent and confirmation of appropriate safeguards. Information about the destination, purposes, recipient and relevant safeguards will be provided before consent is sought. Acceptance of the Terms or this Notice is not a substitute for that consent.

9.3. Your consent does not replace the required consent of another person whose sensitive information is transferred. Where a child is concerned, the requirements for lawful parental or guardian consent also apply.

9.4. You may ask for information about the countries, recipients and safeguards relevant to your information, and may withdraw consent where processing relies on it. Withdrawal does not invalidate earlier lawful processing. If a required overseas-processing consent is withdrawn, the affected processing will stop; this may prevent further generation or storage through that arrangement. It does not, by itself, revoke a properly executed Will.

10. Security and confidentiality

10.1. Will Yako is responsible for appropriate technical and organisational safeguards proportionate to the information and risks it receives. Testing and troubleshooting use only information reasonably needed.

10.2. Keep control of your registered contact details and verification codes. Report suspected unauthorised access to info@willyako.com promptly. Information systems cannot be guaranteed completely secure. Where a personal data breach requires notification, Will Yako will notify the Office of the Data Protection Commissioner and affected people in accordance with the Act.

11. Cookies and similar technologies

11.1. The platform may use cookies, session identifiers and similar browser storage to maintain a questionnaire session, support sign-in and protect the service. These technologies may involve personal information or online identifiers; they are not treated as anonymous merely because a person's name is absent.

11.2. Essential session and security technologies are limited to their stated operational purposes. If optional analytics or other tracking is introduced, its purposes, providers and duration will be explained before it is activated, and an appropriate separate consent choice will be provided.

11.3. You may use available privacy controls and your browser settings to manage storage or cookies and withdraw an optional choice. Blocking essential technologies may prevent sign-in or interrupt the questionnaire. Information entered in a Will is not used to build an advertising profile.

12. Reminders and marketing choices

12.1. Review reminders are optional and do not require a storage account. A guest user's contact details are not kept for reminders merely because a payment was made. Stop reminders through any available unsubscribe control or by writing to the privacy address.

12.2. Any promotional communications require the consent or other specific authority required by law. You may object to direct marketing and withdraw a marketing choice at any time. Necessary transaction, account-security or legal notices may still be sent where justified. Will Yako does not sell personal information, use the contents of your Will for advertising, or use the details of people named in your Will as a marketing list.

13. Automated processing

13.1. The platform uses your answers to select standard clauses, generate a document and identify matters that may require independent advice. This is an automated process and does not include an advocate's assessment of your instructions. You remain responsible for reviewing the document and following the execution instructions described in the Terms.

13.2. Where a solely automated decision has legal or similarly significant effects, you may ask Will Yako to reconsider it. Contact the privacy address to raise a concern.

14. Your data protection rights

14.1. Subject to the applicable legal conditions, you may ask to be informed about processing, access your personal information, correct inaccurate or incomplete information, obtain erasure, restrict processing, object to processing or receive information in a structured and commonly used format for portability. You may withdraw consent where it is the basis for processing and exercise the applicable protections concerning automated decisions.

14.2. Send requests to info@willyako.com. Will Yako may seek proportionate information needed to verify identity or a representative's authority. You do not have to hold an account to exercise your rights. Requests may also be made by an appropriately authorised representative, including a person with parental or guardianship authority where the law permits.

14.3. The applicable Kenyan response periods will be observed. Access requests are dealt with within seven days; rectification, restriction and objection requests within fourteen days; and erasure requests are responded to within fourteen days. Portability requests are dealt with within thirty days, subject to any lawful extension. Any refusal or limitation will be explained in writing within the applicable legal period.

14.4. Access, rectification, restriction and objection requests are handled without charge. If a reasonable cost is lawfully payable for portability, it will be explained in advance and will not exceed the permitted cost. Requests are assessed in light of legal retention duties and other people's rights; they do not automatically entitle a person to receive an entire Will.

15. Requests following death or incapacity

15.1. Naming someone as an executor, beneficiary or guardian does not automatically give that person account access. Requests following death or incapacity are assessed by reference to the information sought, verification of the circumstances and appropriate legal authority, while protecting confidential information and the rights of living people.

15.2. An online record may be a draft or an earlier version and does not establish that it is the latest valid Will. Online storage is not custody of the signed original. The original should be kept securely and its location made known to the appropriate person, as explained in the Terms

16. Concerns and complaints

16.1. Raise privacy questions or concerns with Will Yako Limited at info@willyako.com. Will Yako will consider the concern and explain the response or action taken.

17. Changes to this Notice

17.1. Updates will be displayed with their date on the platform. Material changes affecting an existing account or storage arrangement will also be notified to registered contact details where held. Updates do not remove legal rights or authorise incompatible reuse of information. Any further notice or consent required for a new purpose or transfer will precede that processing.