WILL YAKO TERMS OF USE

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1. About these Terms

1.1 These Terms govern your use of the Will Yako website and will-generation platform. The service is operated by Will Yako Limited, a company incorporated in Kenya. In these Terms, "Will Yako" means that company and "the platform" means its online service.

1.2 Before generating a Will or purchasing a subscription, please read and accept these Terms, check your information and correct any errors.

1.3 An order for a paid service is accepted when successful payment has been verified and the platform confirms the order. Order confirmation does not replace delivery of the document or service. If payment is taken for an order that is not accepted, Will Yako will refund it. Non-delivery and errors are dealt with under clause 10.

2. The service

2.1 The platform generates a standard Will intended for use under Kenyan law from your answers to guided questions. You review your answers and the available preview, pay the generation fee, and download the document to print and sign in accordance with the accompanying execution instructions.

2.2 The service provides automated document generation and general information. No advocate reviews your answers or the generated document as part of that service. Using the platform does not, by itself, create an advocate–client relationship. The service does not include personalised legal, tax, investment or accounting advice.

2.3 If you need advice about your circumstances or want your Will reviewed, you should independently instruct an advocate. Any professional advice or review must be separately agreed with that advocate or firm.

2.4 The generation fee does not include the execution, custody of your signed original, probate services or administration of your estate. Any additional service must be separately agreed in writing.

2.5 Support is limited to assistance with using the platform, payments and technical problems. It does not include interpreting your Will, assessing your choice of beneficiaries or gifts, or advising on legal or tax consequences. Questions about those matters should be directed to an independently instructed adviser.

3. Eligibility

3.1 You may use the self-service platform to make your own Will only if you are at least eighteen years old and have the mental capacity to understand its nature and effect, the broad extent of your property and the people whose claims you should consider. You must act freely, without fraud, coercion or undue influence.

3.2 You will be asked to confirm these requirements before proceeding. If you cannot confirm them, you must not use the self-service process. Practical help entering information must not replace your own instructions or decisions.

3.3 You must understand the questions, your answers and the effect of your generated Will, whether directly or through appropriate independent interpretation or reading assistance. If you are unsure what a provision means, obtain independent legal advice before confirming your instructions or signing.

4. When independent advice is needed

4.1 A standard Will may not meet every need. You should obtain independent legal advice before proceeding if you own property outside Kenya, are domiciled outside Kenya, have an existing foreign Will, or intend to make no provision or potentially inadequate provision for a spouse, child or other dependant.

4.2 You should also obtain advice if you cannot establish whether jointly owned property is held as a joint tenancy or a tenancy in common. The platform does not determine the legal ownership of your property.

4.3 Specialist advice is needed if your estate is subject to Muslim succession law or your wishes require arrangements outside the standard template. Any warnings displayed by the platform are prompts for further advice and do not amount to a complete assessment of your circumstances.

5. The scope of the standard Will

5.1 The generated Will uses a standard set of clauses selected from your answers. It deals only with property and interests that you can lawfully dispose of by Will. It does not establish ownership, transfer property during your lifetime or override another person's rights.

5.2 Some assets or benefits may pass outside your estate. These can include an interest held in joint tenancy, property held under a trust, retirement benefits and insurance proceeds. Their treatment depends on the applicable law, ownership arrangements, scheme or policy terms and any effective nomination. You should check those arrangements separately.

6. Your information and review

6.1 The document is generated automatically from the information you provide. You are responsible for ensuring that your answers are accurate, complete and up to date, and for reviewing the document before signing it.

6.2 The automated service does not independently verify your identity, ownership of assets, family circumstances, beneficiaries' details or the legal effect of any nomination, trust or foreign arrangement. If you identify an error, correct it before execution. If the error appears to arise from the platform, contact support.

6.3 A generated Will is for the person identified in it. You must not reuse it by substituting another person's identity. Genuine corrections to your name or identification details should be made through the platform. Thereafter, any revised Will must be properly executed.

7. Personal information

7.1 Provide only the personal information reasonably needed for your Will. When you enter details about another person, you must have a lawful basis for providing them and must not knowingly provide false or unlawfully obtained information.

7.2 Will Yako will handle personal information in accordance with the Data Protection Act, 2019 and its Privacy Notice. The Notice explains the purposes and legal bases for processing, service providers, retention and your rights. Acceptance of these Terms does not amount to blanket consent to unrelated uses of your information.

7.3 Use of the automated service or technical support does not, by itself, create advocate–client privilege. Nothing in these Terms waives or restricts any privilege that applies under the law, including in a separate engagement with an advocate.

8. Signing and keeping your Will

8.1 Payment, generation and download do not, by themselves, create a valid Will. The applicable legal requirements must be met, including capacity, free intention, signature and proper witnessing. Follow the execution instructions supplied with your document.

8.2 For the standard signing process, print the complete document and sign in wet ink with two competent, independent adult witnesses present together. Each witness should then sign in your presence. Do not use a beneficiary or a beneficiary's spouse as a witness, because this may invalidate the gift to that person. Do not make handwritten amendments; correct the document and print a fresh copy before signing.

8.3 A downloaded file, photograph or scan does not replace proper execution or safe custody of the original.

9. Fees and payment

9.2 Before you pay, the platform will display the total payable, including any applicable taxes and any additional charge collected by Will Yako. Any separate M-Pesa transaction charge is governed by the payment provider's terms. No additional platform fee will be imposed without prior disclosure.

9.3 Payment is made by M-Pesa using the instructions displayed on the platform. The generation fee is payable before the complete document is released. Never disclose your M-Pesa PIN or account verification code to Will Yako or any other person.

9.4 The platform will state the download format and any material technical requirements before payment. You will need suitable equipment and software to open and save the document, and access to a printer for execution. If a supplied file is incomplete, corrupted or cannot be opened, contact support before attempting to sign it.

10. Refunds

10.1 Once a document has been generated and made available for download, its generation fee is ordinarily non-refundable if you change your mind, decide not to sign it, or later change your instructions. This does not affect any right to cancel or receive a remedy under applicable law.

10.2 Will Yako will refund a duplicate or incorrect charge attributable to it. A refund will also be provided where payment is received but a platform failure prevents delivery and cannot be remedied within a reasonable time, or where a material generation error caused by the platform cannot be corrected within a reasonable time.

10.3 Send refund requests through the support contact details displayed on the platform, with your payment reference and a description of the problem. Will Yako may request information reasonably necessary to verify the request. Any statutory remedy remains available regardless of this process.

11. Preview documents

11.1 Before payment, the platform displays your answers and a limited preview of the document. Preview documents are watermarked, are incomplete and must not be signed or used as your Will. Only the complete document released after payment should be used for execution.

12. Guest use and account security

12.1 You may use the platform without an account. Guest use provides no continuing archive for future editing. Download and keep your document. If you choose email delivery, a temporary copy may be retained for up to seventy-two hours after generation to complete delivery or support an interrupted download. The Privacy Notice explains deletion and the limited records retained separately from your Will.

12.2 An optional account allows you to save and return to your information, subject to the applicable storage plan. Keep your sign-in details, phone number and verification codes secure, and promptly report suspected unauthorised access or loss of control of your registered number.

13. Subscriptions and cancellation

13.1 You may choose monthly or annual payment for account storage. Before subscribing, you will be shown the features included, the subscription period and any charge for generating a revised Will. Editing saved answers does not, by itself, amend a signed Will.

13.2 A subscription will renew automatically only if you expressly agree to recurring payments after being told the renewal date, amount and cancellation method. You may cancel future renewals through your account, where available, or by contacting support. Cancellation ordinarily takes effect at the end of the period already paid for.

13.3 Cancellation does not ordinarily entitle you to a refund for the current subscription period, subject to your statutory rights and any refund due for a service Will Yako cannot provide. Expiry of a subscription does not revoke a properly executed Will or end your right to use a completed document already supplied.

13.4 Download and keep your own copies. Will Yako will give at least fourteen days' notice before deleting saved answers or documents because a subscription has expired or the storage service is being discontinued, and will provide a reasonable opportunity to export them. Other retention requirements are explained in the Privacy Notice.

14. Reviewing and updating your Will

14.1 Review your Will every two or three years and after a marriage, separation, divorce, birth or adoption, the death of an executor or beneficiary, a significant change in assets, or a move to another country. Marriage revokes an existing Will unless it expressly contemplates the marriage to the specified person.

14.2 Will Yako does not monitor your circumstances or provide ongoing individual advice about changes in the law. Any reminder is a prompt to review your arrangements. Updating a platform template does not amend a previously executed Will. A revised document must be properly executed before it can operate as your Will.

15. Intellectual property and permitted use

15.1 Will Yako owns the platform, its original templates and content, and the Will Yako branding, subject to any applicable third-party rights. Your personal information and testamentary instructions do not become Will Yako's property.

15.2 When a completed document is supplied to you, you receive a continuing, non-exclusive right to retain, copy, print, execute and share it for your personal estate planning and estate administration, including having it reviewed or revised by your advocate. You may share it with witnesses, executors and beneficiaries. This right continues after an account or subscription ends.

15.3 You must not extract or reproduce the platform's proprietary templates for resale or a competing commercial service, sell access to the platform, or copy its software or branding without permission, except as permitted by law. These restrictions do not prevent the permitted use of your own completed document.

16. Acceptable use and service access

16.1 You must not impersonate another person, submit fraudulent instructions, gain unauthorised access, interfere with the platform's security, introduce harmful software, or use automated scraping to obtain restricted content.

16.2 Will Yako may restrict or suspend access where reasonably necessary to address a security threat, unlawful use or a material breach of these Terms. Where practicable, it will explain the reason and allow you to remedy the problem. Any restriction must be proportionate and does not remove accrued rights or applicable data protection rights.

16.3 Access may be interrupted by maintenance or events outside reasonable control. Will Yako will take reasonable steps to restore the service and give notice of material planned interruptions. If a paid service is permanently withdrawn before the end of its paid period, Will Yako will refund the unused prepaid portion and allow a reasonable opportunity to export stored documents.

16.4 Links to independent third-party websites may be provided for convenience. Unless expressly stated, a link does not amount to endorsement or verification of that website or its content. External websites have their own terms and privacy notices. This clause does not exclude Will Yako's legal responsibility for providers it engages to perform its own obligations.

17. Storage and access after death

17.1 Online storage does not amount to custody of your signed original. Naming a person as an executor, beneficiary or guardian does not automatically give that person access to your account or authorise disclosure of its contents.

17.2 Any request for access or disclosure following death or incapacity must be supported by appropriate verification and legal authority, and will be considered in accordance with applicable law and the Privacy Notice.

18. Use through a professional firm

18.1 A professional firm may offer access to the platform under its own branding. The platform remains operated by Will Yako Limited. Any legal advice, review or other professional service provided by that firm must be governed by a separate engagement identifying the service provider, scope and fees.

18.2 Questions about platform performance or charges should be directed to Will Yako; questions about a firm's professional services should be directed to that firm. Each remains responsible for its own obligations under applicable law. These Terms do not exclude any responsibility that the law places on either provider.

19. Responsibility and limits

19.1 Will Yako will provide the paid service with reasonable care and skill. The automated process cannot guarantee that a Will is suitable for every circumstance, will be admitted to probate, or will be free from challenge.

19.2 To the extent permitted by law, Will Yako is not responsible for loss to the extent caused by inaccurate or incomplete information you provide, material circumstances you do not disclose, alterations made by you or a third party after download, improper execution or witnessing, loss of the signed original, or use outside the service's stated scope.

20. Complaints and dispute resolution

20.1 If a dispute arises out of these Terms or the service, either party may give written notice describing the dispute through the contact details supplied for the service. The parties will first seek to resolve it through good-faith negotiations.

20.2 If the dispute is not resolved within fourteen days after receipt of the notice, the parties will seek to resolve it through mediation before a mediator agreed between them. Unless otherwise agreed, the mediation may be conducted remotely. If no mediator is agreed within fourteen further days, either party may refer the dispute to a court of competent jurisdiction in Kenya.

20.3 Either party may proceed to a court of competent jurisdiction in Kenya if a party declines or fails to participate in mediation, or if the dispute remains unresolved thirty days after the mediator's appointment, unless the parties agree a longer period.

20.4 Nothing in this clause prevents either party from seeking urgent injunctive, protective or conservatory relief, taking steps needed to preserve a claim within a legal time limit, or exercising a statutory right to approach a court, tribunal, regulator or complaints body.

21. Governing law and general provisions

21.1 These Terms are governed by the laws of Kenya. Your rights under applicable consumer protection and data protection law are preserved.

21.2 Will Yako may update these Terms for future use of the service. Material changes affecting an existing account or subscription will be notified before they take effect.

21.3 If a provision is held unenforceable, the remaining provisions continue to apply so far as they can lawfully operate. A delay in enforcing a right does not waive it.

21.4 Contact Will Yako using the support details displayed on the platform. Notices may be sent to your registered contact details or displayed in your account. .

21.5 Marketing communications are subject to applicable consent and opt-out requirements, as explained in the Privacy Notice. Acceptance of these Terms does not, by itself, amount to consent to receive promotional messages.