

AUSTRALIAN LEGAL WILL & SUITABILITY QUESTIONNAIRE - GENERAL DISCLAIMER, USER ACKNOWLEDGEMENT & INFORMED CONSENT

General disclaimer:

1. Australian Registry of Wills, Deeds and Documents Pty Ltd (ARWDD) has developed the digital Australian Legal Will in a simple and straightforward way that is easy to understand and create. The document has been legally drawn for use in all States and Territories in Australia.
2. The Australian Legal Will caters to people who have relatively straightforward personal and financial affairs and fall within the criteria set within the online Suitability Questionnaire. Information provided in the online Suitability Questionnaire is general in nature and not specific to your situation.
3. The online Suitability Questionnaire will alert you if your personal or financial affairs are too complex and fall outside the criteria deemed suitable for use of the Australian Legal Will. In this case, you should consult a legal and/or financial professional to provide you with specialist advice according to your particular circumstances.

User acknowledgement & informed consent:

- 4 As a user, I acknowledge that I:
 - 4.1 must submit accurate responses to all the questions in the online Suitability Questionnaire and the Australian Legal Will;
 - 4.2 must check the accuracy of the Will carefully before signing to ensure the document generated is consistent with the responses provided to the questions; and
 - 4.3 must adhere to the guiding instructions for executor/witness eligibility, signing, and safe storage of document(s) precisely.
 - 4.4 understand that if I proceed with the estate planning Referral questions (post Suitability Questionnaire result), I agree for ARWDD's to refer my basic personal details (including name, email, contact number, and any responses to the estate planning Referral questions) to an Australian legal practitioner (that has subscribed to receiving client referrals on the ARWDD's service), to help with my estate planning matters.
 - 4.5 agree that once a referral has been submitted, I am to deal directly with the referred legal practitioner and understand they are in no way endorsed by the ARWDD's; the ARWDD's does not guarantee the quality of service provided by them; and I indemnify ARWDD's from any legal liability relating to the dealings I may have with them.
- 5 Prior to accessing this service, I acknowledge that:
 - 5.1 an ARWDD's user account will need to be established in order to use the service and as a result, I agree to the ARWDD's Terms and Conditions and Privacy Policy.
 - 5.2 the online Suitability Questionnaire is available to assist me in making an assessment as to whether the product/service is suitable to my circumstances.
 - 5.3 it is my responsibility to provide accurate information in relation to my personal and financial affairs.
 - 5.4 if I don't understand any of the questions in the online Suitability Questionnaire or am unsure whether my answers to any of the questions are accurate, the legal document generated may not deal with my affairs in accordance with my wishes.
 - 5.5 I am responsible for any unforeseen and/or undesirable consequences as a result of any inaccuracy in the information I provide.
 - 5.6 this product/service does not provide legal, financial or tax advice

and I have decided to draft my legal document without receiving legal, financial and tax advice. I understand that there may be risks involved in not obtaining legal, financial and tax advice in relation to the preparation of my legal document and I accept those risks.

- 5.7 ARWDDs does not check the accuracy of the information that I provide, nor does it undertake any analysis of my personal circumstances, including financial and tax circumstances.
- 5.8 We are not responsible for and accept no liability for confirming or verifying:
 - 5.8.1.1 your mental capacity;
 - 5.8.1.2 your testamentary capacity;
 - 5.8.1.3 your identity;
 - 5.8.1.4 whether you made the Will freely without undue influence or coercion;
 - or
 - 5.8.1.5 whether there are or might be any other parties who may have a claim against your estate.
- 5.9 I have destroyed any older Will versions I may have held.
- 5.10 **once I complete making my Will, the document must not be altered and will be accessible for download (PDF format) within my User Account. I will then print and sign the Will in accordance with the following:**
 - 5.10.1 at the time the Will-Maker signs the Will, there must be two witnesses present at the same time who see the Will-Maker sign the Will; and
 - 5.10.2 the two witnesses present each attests and signs the Will in the presence of the Will-Maker; and
 - 5.10.3 **if the Will is signed in New South Wales, the Northern Territory, Queensland or Tasmania, the two witnesses who sign must NOT be beneficiaries/inheritors named in the Will.**
- 5.11 the signed Will can be registered, where a copy can be uploaded for future reference.
- 5.12 If I have elected ARWDD to be a Substitute Executor/Trustee, ARWDD will be notified of this duty and a record of this duty will be kept on file. **It is highly recommended to register and upload a copy of the signed Will, so ARWDD's by it's appointed agent (see 5.17 below) can perform it's Trustee/Executor duties.** If this is not performed, a copy of the unsigned Will may be accessed by ARWDD's to help execute its Executorship/Trusteeship duties, however this would not be deemed to be a legally valid document, as it is unsigned, and may affect your wishes from being carried out successfully.
- 5.13 information provided about the value on my estate is strictly used for estimating any third-party referral fees that may be applicable to ARWDD and the appointed agent to carry out Trustee/Executor duties.
- 5.14 by selecting (or by default agreeing) to have my personal details/gift disclosed to the charity/entity to which the gift is made out, the ARWDD's will forward my basic details including the approximate gift amount, my Full Name, Contact Number, Address, and Email to the charity/entity of my choice. As a result, the charity/entity may communicate with me (based on the communication method specified) regarding my gift and/or general communication updates.
- 5.15 if I elect to become an active donor with a charity/entity whilst I am alive and agree to them contacting me, the ARWDD's will forward my basic details including my Full Name, Contact Number, Address, and Email to the charity/entity of my choice. As a result, the charity/entity may communicate with me (based on the communication method specified) regarding my interest in becoming an active donor and/or general communication updates. I understand ARWDD may receive a referral fee from the charity/entity for passing on my details to them, as agreed by the charity/entity and ARWDD's.

- 5.16 by making a gift (bequest) to a charity/entity as part of the document creation process, the ARWDD's may receive a referral fee from the charity/entity to which the gift is made out, as agreed by the charity/entity and ARWDD.
- 5.17 I have been informed and understand that in the Australian Legal Will:
- (a) Section 'Payment of Fees and Commission to Executor(s)/Trustee(s) (A)' contains a professional fees charging clause entitling any executor chosen by me who carries on a profession or business to be paid fees for acting as an executor; and
 - (b) those fees entitle the executor to charge, at a professional/business rate, for all work carried out by that executor in the administration of the estate and not just for work that is normally carried out by such executor e.g. the provision of accounting services; and
 - (c) I could appoint as an executor a person who would make no claim for professional/business fees;
- 5.18 if I nominate ARWDD to be my Substitute Executor/Trustee as per the 'Appointment of Executor(s) & Trustee(s)' section of the Will, then I have been informed and understand that:
- (a) as a matter of law, a proprietary company such as ARWDD, can only obtain a grant of representation from the Court in respect of your Will by an agent who is a natural person;
 - (b) ARWDD will select and appoint as its agent a qualified Australian Legal Practitioner;
 - (c) The agent will obtain from the Court a grant of representation and proceed to administer my estate. The process of administering my estate includes, but is not restricted to, the services listed below at 5.19.
 - (d) A part of the section of my Will headed 'Payment of Fees and Commission to Executor(s)/Trustee(s) (B)' relates to the remuneration of the agent appointed by ARWDD;
 - (e) It authorizes the agent to be remunerated either:
 - i. in accordance with the fees set out on ARWDD's website **at the date of my death**; or alternatively,
 - ii. by way of professional fees, which must not be excessive
- 5.19 I have been informed and understand that the scale of fees of ARWDD applicable at the present time are available for viewing on its website but that the fees may not be the same as those applicable at the time of my death.
- 5.20 The fees set out on the ARWDD website are expressed as a percentage of the gross value of my estate, subject to a minimum fixed dollar amount (**commission**).
- 5.21 I have been informed and understand that I could appoint, as a substituted executor, a person who:
- (a) might make no claim for commission or claim commission at a lesser rate, or, alternatively, only receive such commission as the court orders; and
 - (b) might make no claim for professional/business fees.
- 5.22 I have also been informed and understand that, subject to obtaining the consent of my Inheritors, ARWDD will be paid a referral fee by the agent of 0.3% on the Gross Value of my Estate or as otherwise agreed from time to time. This fee will not come out of my Estate but will be paid to ARWDD by the agent for providing the referral.
- 5.23 The services performed by the agent in administering my estate are the same as ARWDD would perform if it was able to obtain a grant of representation.
- 5.24 Administering my estate includes, but is not limited to, the following services:
- (a) identifying and confirming your last Will;
 - (b) identifying and confirming your beneficiaries/inheritors;

- (c) identifying and confirming your Estate assets and liabilities;
- (d) dealing with the beneficiaries/inheritors;
- (e) selling or transferring Estate assets;
- (f) finalising all Estate debts and liabilities, including all taxation matters;
- (g) distributing assets to beneficiaries/inheritors;
- (h) providing financial statements for the Estate

- 6 ARWDD's has taken all reasonable efforts to ensure the information in the Australian Legal Will is consistent with and complies with the laws of each State and Territory of Australia as at the time of issue to the purchaser. We and you acknowledge that, sometimes, laws may change after the date of the issuing of the Australian Legal Will to you. ARWDD accepts no responsibility or liability for the manner in which you complete your Will, nor whether your Will is appropriate, having regard to your particular circumstances. Further, you agree that ARWDD is not liable for any loss or damage that may be suffered by you due to a change in the laws of the relevant State or Territory after the date that you purchased the Australian Legal Will.
- 7 I authorize ARWDD's to contact me, during the course of this matter and at any time subsequent to its conclusion, via phone, written and/or electronic communication(s) pertaining to the services offered.
- 8 You acknowledge that you have made your own investigations and assessment that our Services and/or Documents are appropriate for your circumstances.
- 9 If you are unsure about anything contained in our Documents, you should seek your own independent legal advice.
- 10 I understand that from time-to-time ARWDD's may communicate related products/services using marketing related communications (including but not limited to email, SMS, phone, postage mail outs), which I may opt out of this communication at any time by unsubscribing to the email received or by emailing: info@theaustralianregistry.com.au