

# zenplans

## End User Terms & Conditions

**Version number:** 2.1

**Effective date:** 23 February 2023

### 1. Who we are

**1.1** We are Zen Plans Limited trading as “zenplans”. Our company information is at the end of this document.

### 2. What this is all about

**2.1** These are our terms and conditions which apply to our Service (explained below). We’ve tried to make them user-friendly but please note that the summaries/explanations for each section in capitals aren’t a substitute for the rest of the text. Please read the entire document carefully and contact us if anything is unclear. Please save a copy as we don’t file a copy specifically for the transaction with you. They’re available in English only.

### 3. Some definitions

THIS SECTION TELLS YOU WHAT CERTAIN WORDS MEAN WHEREVER THEY ARE USED WITH A CAPITAL LETTER IN THIS DOCUMENT

**3.1** Here are some definitions which are used in this document (all capitalised):

- “Consumer” - an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
- “Content” - all information of whatever kind displayed on, sent via our Service (including Digital Estate Data).
- “Delegate” – anyone authorised by a Plan Holder to access our Service as a delegate (including Sponsors acting in such capacity).
- “Digital Estate Data” – assets, debts, wishes, daily life and other estate/planning or related information input into our Service.
- “Direct User” – any Plan Holder who contracts with us after the end of our contract with their Sponsor.
- “Future Access” – the right of a Delegate, where so authorised by a Plan Holder, to access a Plan Holder’s Digital Estate Plan on the Plan-Holder’s death or incapacity).
- “Plan Holder” – anyone using our Service to create a digital estate plan (including Direct Users and Sponsored Users).
- “Service” – the service we offer by means of our web app, our website and any related services.
- “Sponsor” – (1) anyone such as an adviser, estate planner or employer who contracts with us in connection with the introduction of Users and via whose Sponsor Link a Sponsored User enters into this agreement with us; and (2) anyone appointed to act as a new Sponsor in accordance with a written agreement between the Sponsored User, the new Sponsor and us.
- “Sponsor Link” – a tracked URL that we provide to a Sponsor.
- “Sponsored User” – a Plan Holder who contracts with us via a Sponsor Link.
- “User” - anyone using our Service (whether or not registered with us).

#### **4. How you enter a legal contract with us**

THIS SECTION TELLS YOU HOW AND WHEN YOU BECOME LEGALLY BOUND BY A CONTRACT WITH US

- 4.1 By registering on our Service, you offer to enter a legal contract with us to use our Service. We accept your offer and there is a binding legal contract when we send you a confirmation email.
- 4.2 By browsing any part of our Service that does not require registration/payment, you are also bound by these terms to the extent they are relevant.
- 4.3 You must not use, or attempt to register on, our Service if you are under 18 years of age.

#### **5. Consumer legal right to cancel (“cooling off”)**

IN SHORT: CONSUMERS MAY HAVE THE RIGHT TO GET OUT OF THE CONTRACT WITHIN THE FIRST 14 DAYS

- 5.1 If you are a Consumer, you may have the legal right to cancel this contract within 14 days of the start of the contract if you comply with the requirements explained in the Annex at the end of this document.

#### **6. Changing these terms and conditions**

IN SHORT: WE CAN CHANGE THESE TERMS BUT YOU MAY HAVE CERTAIN OPTIONS IF YOU DISAGREE

- 6.1 We may change these terms and conditions. We will give you reasonable notice by posting the new version on our website and/or communicating them to you by email or otherwise.
- 6.2 If you don't agree to the new terms and the changes are important and not intended to reflect changes to law/regulation, you can email us (to the address below) to end this contract on the day before the new terms take effect. Otherwise, the new terms will apply.

#### **7. Our Service**

IN SHORT: WE WILL USE REASONABLE CARE AND SKILL AND COMPLY WITH THE LAW

- 7.1 Subject to what we say elsewhere in these terms and conditions, we agree to supply our Service with reasonable care and skill.
- 7.2 We agree to comply with all applicable laws and regulations including those relating to data protection.

#### **8. Delegate Future Access**

THIS SECTION EXPLAINS THE IMPORTANT RESTRICTIONS ON DELEGATE FUTURE ACCESS

- 8.1** If we receive a communication from a person named on your account as a Delegate who is entitled to Future Access and who asserts that the right to access has arisen due to your death or incapacity, we are entitled in our discretion to make any such access conditional on any checks or proof that we consider reasonable, which may or may not include that the request for access is made via the email address shown for the Delegate on your account and/or supply of a death certificate or a document evidencing incapacity.
- 8.2** We will take reasonable steps to verify Delegate Future Access requests, such as requesting a death certificate if the Delegate asserts that the Plan Holder has died. We are entitled to reject any Delegate Future Access request if in our discretion we think we have good reason to doubt the authenticity of any information presented to us or the validity of the request generally or if you or the Delegate breached the contract with us including non-payment of any fees due to us.
- 8.3** You agree that the right of Future Access by Delegates expires 12 months after the end of this contract. (As explained under “Ending this contract” below, we will generally delete your Digital Estate Data after that 12 months.)

## **9. Behaviour when using our Service**

THIS SECTION EXPLAINS THE BEHAVIOUR AND OTHER REQUIREMENTS TO USE OUR SERVICE

- 9.1** You agree not to do any of the following in connection with our Service:
- break the law or infringe anyone else’s rights;
  - send, store, display or link to unlawful, infringing or otherwise inappropriate Content;
  - store any login or other account details for third party services (e.g., your online banking or other password, pass number, recovery phrase etc);
  - victimise or harass other people;
  - use offensive, obscene, abusive, discriminatory or other inappropriate language or images;
  - deceive or mislead anyone;
  - send, store, display or link to any Content that includes someone else’s personal information unless that person is 18 years or over and you have obtained their written consent or, if that person is under 18, you are their parent/guardian;
  - impersonate anyone;
  - use our Service to help you compete with us or infringe our rights;
  - disrupt our Service, e.g., spam, viruses or phishing;
  - interfere with or damage our Service or gain unauthorised access to any part of our system, data, passwords or otherwise;
  - intercept or modify communications;
  - impose an unreasonable load on our Service;
  - get around any security features including those designed to stop copying of Content; or
  - attempt, encourage or assist any of the above.
- 9.2** You agree to ensure that any contact or other information that you supply to us (including in relation to your Delegates) is accurate and not misleading and you will

tell us if there are any important changes. Otherwise you/they may miss out on important communications. We are not necessarily responsible for checking or updating your contact information even if we have reason to think that it is wrong or out of date (e.g., because our email is returned). In any case, you accept the risk that for whatever reason alerts may not be correctly sent out by our Service or received by the intended recipient and you must diarise key dates and/or follow up communications as appropriate. (This clause does not affect our obligation to comply with data protection laws.)

- 9.3** You agree to provide reasonable cooperation to us in connection with the supply of our Service.

## **10. Your Content**

THIS SECTION CONTAINS CERTAIN PROMISES BY YOU REGARDING YOUR CONTENT AND GIVES US SOME RIGHTS INCLUDING TO REMOVE/DELETE/DISCLOSE THE CONTENT IN CERTAIN CIRCUMSTANCES

- 10.1** You are responsible for your Content.
- 10.2** You agree that you have (and will keep) all rights needed to enable us to use your Content as contemplated by the Service and these terms and conditions.
- 10.3** We are allowed (without telling you or giving you a refund) to reject, suspend, alter, remove or delete Content or to disclose to the police or other relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal offence may have been committed, or where required by law or where requested by the police or other appropriate authorities.
- 10.4** It is your responsibility to make your own frequent backups of Content if you want protection if it is lost or damaged. We are not responsible for loss or damage that could have been avoided if you had made a backup (but this doesn't affect our obligation to comply with data protection laws).

## **11. Other peoples' services / advertising / websites**

IN SHORT: WE AREN'T RESPONSIBLE FOR ADVERTISING ETC BY OTHER PEOPLE ON OUR SERVICE

- 11.1** We may display other peoples' services, advertising and /or links to other websites. We do not recommend or endorse, nor are we legally responsible for, any of these. You use them at your own risk.
- 11.2** You agree that you are legally bound by the terms and conditions of any payment providers whose services you use on our Service. We aren't responsible for what they do or don't do.

## **12. Our guidance**

IN SHORT: WE CAN'T GUARANTEE THAT GUIDANCE IS ACCURATE

**12.1** We will take reasonable care when preparing guidance, reports, dashboard data or other information (“information”) made available via our Service but we cannot guarantee that is accurate or up to date. Before acting on such Information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. The Information is not intended as professional or other advice and is not tailored to your personal circumstances. Nor is it intended to be a substitute for possession of an appropriate level of training, qualifications, skill and experience in the matters covered.

### **13. If you create an account on our Service**

IN SHORT: YOU ARE RESPONSIBLE FOR YOUR ACCOUNT AND MUST KEEP IT CONFIDENTIAL

**13.1** Your account is non-transferable. You agree not to allow any other person to use your account. You agree to take reasonable care to keep your login information confidential. You agree to tell us immediately of any apparent breach of security such as loss or misuse of a password. You are responsible for people who use your account or identity (unless and to the extent that we are at fault).

### **14. Paying us (applies only to Direct Users)**

THIS SECTION COVERS THE PAYMENT OBLIGATIONS OF DIRECT USERS INCLUDING AUTO-RENEWAL OF SUBSCRIPTIONS AND PRICE CHANGES

**14.1** Payment is in advance on subscription. Prices, subscription periods and payment methods are as explained on our Service. The prices shown include any applicable VAT or other sales tax unless we say otherwise.

**14.2** If we have mis-priced any part of our Service, we are not obliged to supply the Service at that price provided we notify you. If we do notify you, then you can decide if you want to continue with the Service at the correct price.

**14.3** Your subscription will continue to be auto-renewed for the subscription period (whether monthly, annual or otherwise) you signed up to unless you cancel your subscription through the Subscription and Payments page at least seven days before the next renewal date. If you cancel at least seven days before the next renewal date, we won't take any more payments. If you cancel less than seven days before the renewal date, we will take payment for the subscription period after that and your subscription will continue until the end of that following subscription period. NB Cancelling your subscription does not entitle you to a refund (unless Consumer cooling off rights apply).

**14.4** You authorise us and our payment provider to place a hold on, or charge, your payment card for the relevant amounts or otherwise take payment whenever payments are due in accordance with this agreement. It is your responsibility to update your payment card details as necessary.

**14.5** We may at any time change our prices. We will give you notice by email at least 30 days before any price change takes effect. If you do not agree with the new price, you should cancel your subscription as explained above. Otherwise, the next renewal of your subscription after our notice will be at the new price.

**14.6** You must contact us immediately with full details if you dispute any payment.

## **15. Support**

**15.1** The Service includes support to Users only if we opt to provide support and, if so, by the specified contact methods. Any support service is only intended to address configuration and proper use of, or any errors or interruptions arising from, our Service.

**15.2** Unless we say otherwise, any support that we do opt to provide is available only by email between 9am and 5pm on business days in England and we do not guarantee any particular response times or outcomes. Any response times given are English business hours/days unless we say otherwise. We are allowed to change or withdraw our support service at any time.

**15.3** In any event, we aren't obliged to supply support if you owe us any money or have otherwise broken this contract.

## **16. Ending this contract**

THIS SECTION TELLS YOU WHEN AND HOW THIS CONTRACT CAN BE ENDED OR SUSPENDED AND, IF SO, WHAT HAPPENS.

**16.1** *If you are a Direct User:* You can end the contract by cancelling your subscription as explained above. If so, this contract ends automatically when your subscription ends. (See above under "Paying Us" for more information.)

**16.2** *If you are a Delegate:* You can end the contract at any time immediately by cancelling your account within our Service.

**16.3** *If you are a Sponsored User:*

- You can end the contract at any time immediately by cancelling your account within our Service.
  - This contract also ends:
    - on the date when our contract with your Sponsor ends; or
    - if your Sponsor gives us notice in writing to end this contract. You agree that your Sponsor is allowed to do so at any time. (For example, it may want to do this if you are no longer its client.)
- However, a new contract will start if within 12 months you either become a Direct User or a new Sponsor is appointed.

**16.4** We are entitled at any time to end this contract or suspend part or all of our Service or impose restrictions on our Service if:

- you break this contract;
- any fees payable by you are unpaid or unjustifiably charged back;
- acting reasonably, we think that it is necessary to protect you, us or others;
- we are required to do so by applicable law or regulation or to comply with an order, instruction or request from a competent authority; or
- you or anyone on your behalf acts inappropriately towards our staff.

**16.5** If this contract ends:

- **You and, if you are a Plan Holder, your Delegates will no longer be able to access and use our Service** and all licences are terminated. However, Delegates with Future Access rights as of the date when the contract ends will retain their right of access within 12 months in the event of the Plan Holder's death or incapacity and subject to the conditions outlined above. (See under "Delegate Future Access".)
- Existing rights and liabilities are unaffected.
- We will keep your Digital Estate Data for 12 months after the end of the contract (to enable you to ask us to download it - though you won't be able to access it on the Service) and we will then delete your Digital Estate Data (unless you are a Sponsored User and start a new contract with us as explained above).
- All clauses in this contract which are stated or intended to continue after termination will continue to apply.

## 17. **If our Service doesn't work properly**

IN SHORT: WE DON'T PROMISE THAT OUR SERVICE WILL BE ERROR-FREE

**17.1** We do not guarantee that the Service will be uninterrupted or error-free.

**17.2** We are entitled to suspend the Service for repair, maintenance, improvement or other technical reason. We will take reasonable steps to give at least 24 hours' notice in advance of routine (i.e., non-emergency) maintenance, to keep routine suspensions to a minimum, and to carry out such work outside business hours.

## 18. **Restrictions on our legal responsibility – very important**

THIS SECTION LIMITS OUR LEGAL RESPONSIBILITY IN VARIOUS WAYS AND MAKES YOU RESPONSIBLE FOR CERTAIN LOSSES WE SUFFER, EG IF YOU BREAK THE CONTRACT

**18.1** Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents, who have the right to enforce this agreement.

**18.2** *If you are a Consumer*, we shall not be liable for any loss or damage where:

- there is no breach of a legal duty owed to you by us;
- such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
- (and to the extent that) such loss or damage is your fault, for example by not complying with this agreement; or
- such loss or damage relates to a business of yours.

**18.3** *If you are a Consumer*, you will be responsible to us for any reasonably foreseeable loss or damage we suffer (including claims made by other people) resulting from your breach of this agreement or misuse of our Service.

**18.4** *The following clauses apply only if you are not a Consumer:*

- This section sets out our total liability of any kind under or in connection with this contract (regardless of whether such liability arises in tort, contract, breach of statutory duty or in any other way and whether or not caused by negligence or misrepresentation).
- Our liability for any act or omissions or series of connected acts or omissions is limited to 100% of the total fees paid or payable by you to us in connection with our Service in the 12 months before the first act or omission complained of.
- We shall not be liable for special, indirect or consequential losses.
- We shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings; or harm to reputation or loss of goodwill. (To avoid of doubt, not being liable for “loss of data” doesn’t affect our obligation to comply with data protection laws.)
- We shall have no liability of any kind for any losses to the extent that they result from your breach of this agreement.
- You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.

## **19. Intellectual property rights (IP)**

THIS SECTION CONFIRMS THAT YOU AND WE REMAIN OWNERS OF COPYRIGHT AND OTHER IP RIGHTS IN OUR RESPECTIVE CONTENT AND SETS OUT HOW WE ALLOW EACH OTHER TO USE THE CONTENT

- 19.1** We and/or our partners own the intellectual property rights in all Content (excluding your Content) used on or in connection with our Service. You may view such material on your device for your personal, private, non-commercial and (if you are a business) your internal business use only. You must not otherwise use such material including copying, publishing (on the Internet or otherwise), selling or adapting it or taking extracts from it unless we specifically say so in writing (except to the extent specifically allowed by this agreement). You must not misrepresent the ownership or source of such material, for example by changing or removing any legal notices or author attributions.

- 19.2** Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.

## **20. Your personal information – see our privacy policy**

IN SHORT: OUR PRIVACY POLICY APPLIES

- 20.1** You acknowledge, and we agree, that your personal information will be processed in accordance with our [Privacy Policy](#) which may change from time to time.

## **21. Things we can’t control**

IN SHORT: WE AREN’T RESPONSIBLE FOR “ACTS OF GOD”



**21.1** We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics – provided that we can't reasonably avoid or mitigate the circumstances outside our control, that we tell you immediately and that we make all reasonable efforts to restart as soon as reasonably possible.

## **22. Transferring this contract to someone else**

IN SHORT: WE CAN PASS THIS CONTRACT TO SOMEONE ELSE BUT YOU NEED OUR PERMISSION TO DO LIKEWISE

**22.1** We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

## **23. English law and courts**

IN SHORT: ENGLISH LAW APPLIES AND ONLY UK COURTS CAN ADJUDICATE ON DISPUTES

**23.1** This contract is under English law and any disputes will be decided only by the courts of the United Kingdom. If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a Consumer to rely on such mandatory provisions of local law.

## **24. General**

HERE ARE SOME FINAL BUT IMPORTANT POINTS THAT APPLY

**24.1** We may send all notices under this agreement by email to the most recent email address you have given us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement will still apply. If either of us overlooks any breach of this agreement by the other, it can still be actioned later. A person who is not a party to this agreement can't enforce it unless the agreement says otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement makes any party an agent, employee or representative of the other.

## **25. Complaints**

**25.1** If you have any complaints, please contact us via the contact details shown below.

## **26. Information about us**

**26.1** Company name: Zen Plans Limited

**26.2** Trading name: "zenplans"

**26.3** Country of incorporation: England and Wales

**26.4** Registered number: 12014930

**26.5** Registered office: 293 Kenton Lane, Harrow, HA3 8RR, UK.

**26.6** Contact address: WE Hub, 2B Redbourne Avenue, London, N3 2BS, UK.

**26.7** Contact email address: help@zenplans.co.uk

**26.8** Other contact information: See our website/contact page

## ANNEX

### CONSUMER LEGAL RIGHT TO CANCEL THIS CONTRACT (“COOLING OFF”)

The following applies if you are a Consumer and have the legal right to cancel this contract (as explained above).

#### *Right to cancel*

1. You have the right to cancel the contract within 14 days without giving any reason.
2. The cancellation period will expire after 14 days from the day when we entered a legal contract with you (as explained above – “How you enter a legal contract with us”).
3. To exercise the right to cancel, you must inform Zen Plans Limited, WE Hub, 2B Redbourne Avenue, London, N3 2BS, UK (email address above) of your decision to cancel the contract by a clear statement (e.g., a letter sent by post or e-mail). You may use the model cancellation form below but you don’t have to.
4. To meet the cancellation deadline, you must send your communication telling us you want to cancel before the cancellation period ends.

#### *Effects of cancellation*

5. If you cancel the contract, we will refund to you all payments received from you.
6. The refund will be made without undue delay, and no later than 14 days after the day we receive your notice to cancel the contract.
7. We will make the refund using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
8. If you ask us to start performing the services during the cancellation period, you must pay us an appropriate proportion of the payment to cover services performed until the point when you tell us you want to cancel the contract.

### MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

— To Zen Plans Limited, WE Hub, 2B Redbourne Avenue, London, N3 2BS, UK (email address above):

— I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/ for the supply of the following service [\*],

— Ordered on [\*/received on [\*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[\*] Delete as appropriate