



Terms & Conditions

- 1) The member expressly agrees that by making application to *My Life My Legacy* for a single or family (member) membership within *My Life My Legacy* and paying the current required membership fee that the person is over the age of 18 years and has full legal authority to enter into this contract and in so doing accepts these terms and conditions for that person and or on behalf of the other members if creating a family membership.
- 2) The member agrees it is the members specific intent that in the event of a member's death being entered into *My Life My Legacy* all digital database information of the deceased person is retained forever by *My Life My Legacy* and any person shall have access to such data subject to payment of a membership fee.
- 3) It is expressly agreed that in the event of a member not renewing any annual membership fee, or in the event of date of death being entered into the data base that *My Life My Legacy* shall not destroy, delete, quarantine, any digital data contained in the individual members data base. It is also expressly agreed that *My Life My Legacy*, shall not seek or claim any outstanding membership fees, and shall waive any right whatsoever to seek payment of outstanding fees.

Refunds policy

- 5) HOWEVER, the member specifically agrees that in the event of the member requesting a refund of any annual membership fees that all data uploaded and contained within that membership (single or family) shall be permanently deleted from *My Life My Legacy* and that the member shall have no claim for any loss or damage consequentially to any data being deleted.

- 6) In the event that the member requests a refund, then *My Life My Legacy* shall automatically send an email to the address of the member informing that member and associated persons (if part of a family membership) that all data will be deleted and unrecoverable once a refund payment has been made.

Intent that current future generations and public.

- 7) It is expressly agreed by the member that in consideration of *My Life My Legacy* supplying viewing access to the digital data of the members data base, that the member immediately and irrevocably grants to *My Life My Legacy* the right after the demise of the member for *My Life My Legacy* to allow any person viewing access to the late members digital data base.

Rule against perpetuities

- 8) It is expressly agreed by the member that he or she has been made aware of the “*presumptive rule against perpetuities*”, and expressly agrees that *My Life My Legacy* may plead this cause in any proceedings in absolute defence of any cause of action grounded on the “*rule against perpetuities*”
- 9) These terms and conditions also incorporate any question and answer set out in “*Frequently asked questions*” available on the *My Life My Legacy* web site and as changed from time to time.
- 10) In the event of any dispute it is agreed that either party may request mediation of any dispute, and that no litigation may be commenced until the conclusion of any mediation
- 11) It is specifically agreed that the parties agree to submit themselves to the exclusive jurisdiction of any Court or Tribunal or private mediation facility in the State of New South Wales, and that any matter shall be exclusively conducted in Sydney New South Wales.