

Mortal Me™

Mortal Me ABN 72 780 750 606

(Maven Bridge Pty Ltd atf Foster Moon Family Trust)

PLATFORM TERMS AND CONDITIONS

Welcome to mortalme.org!

"mortalme.org" is a values-led digital end-of-life reflection and planning platform that helps users explore, document and reflect on matters such as personal values, beliefs, life stories, memories, legacy, wishes, funeral preferences, executor guidance, digital accounts and the location of important documents.

Mortal Me is not a will-writing service, a document vault, a funeral planning service, a healthcare provider, a counselling service or a provider of legal, medical, financial, tax, estate planning or other professional advice.

WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your access to and use of the Mortal Me website, web app, progressive web app and any other services made available by Mortal Me from time to time, accessible via mortalme.org and any related URLs, subdomains or digital services we operate (**Platform**).

By accessing or using the Platform, creating an account, uploading content, selecting a free or paid feature, or otherwise using any part of the Platform, you agree to be bound by this agreement, which forms a binding contractual agreement between you, the User, and us, **Maven Bridge Pty Ltd as trustee for Foster Moon Family Trust ABN 72 780 750 606**, trading as Mortal Me (in these terms, we refer to ourselves as **Mortal Me, we, our or us**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**), which sets out terms that apply to all Users;
- Part B (**Free Tier Users**), which applies to users who access the free version of the Platform; and
- Part C (**Paid Tier and Paid Feature Users**), which applies to users who purchase paid tiers, paid upgrades or paid features through the Platform.

If you intend to use the Platform as a Free Tier User, only Part A and Part B of these terms will apply to you.

If you purchase or access a paid tier, paid upgrade or paid feature, Part A, Part B and Part C of these terms will apply to you.

Part A All Users

1 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
 - (i) over the age of 18 years and accessing the Platform for personal use; or
 - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so.

2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as:
 - (i) your name;
 - (ii) your email address;
 - (iii) your password;
 - (iv) optional demographic information, such as gender and year of birth;
 - (v) details of a trusted person or nominated contact; and
 - (vi) any other information reasonably required by us from time to time.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) You are responsible for maintaining the confidentiality of your Account login details and password.
- (e) You must immediately notify us if you become aware of any unauthorised access to or use of your Account.
- (f) You must not share your Account with any other person.
- (g) We may suspend, disable or cancel your Account at any time if we reasonably consider that:
 - (i) you have breached this agreement;
 - (ii) your Account has been used in an unauthorised, unlawful or harmful way;
 - (iii) your use of the Platform creates risk for us, other users or any third party; or
 - (iv) we are required to do so by law.

3 THE PLATFORM

- (a) Mortal Me is a digital platform designed to support personal reflection, death literacy and end-of-life planning conversations.
- (b) The Platform may include themed sections or “rooms”, including:
 - (i) Values, where users may document personal values, beliefs and what matters most in life and death;
 - (ii) Reflections, where users may capture memories, life stories, personal messages and legacy content;
 - (iii) Wishes, where users may record wishes, preferences and reasons behind choices;
 - (iv) Instructions, where users may record practical information such as where important documents are stored, executor guidance and digital account information; and
 - (v) Library, where users may access curated resources, articles, guides and third-party content.
- (c) The Platform does not store legal documents such as wills, powers of attorney, advance care directives, binding death benefit nominations or similar documents.
- (d) Where the Platform allows you to record the location of important documents, this feature is for information and organisation purposes only. It is not a substitute for obtaining legal advice or properly preparing, executing and storing legal documents.

4 TRUSTED PERSONS AND NOMINATED CONTACTS

- (a) The Platform may allow you to nominate a trusted person or contact (**Trusted Person**).
- (b) A Trusted Person may receive access to certain information, directions, prompts, notifications or content that you choose to make available through the Platform.
- (c) Unless the Platform expressly states otherwise, a Trusted Person:
 - (i) cannot edit, change or delete your content;
 - (ii) does not become the owner of your Account;
 - (iii) is not automatically appointed as your executor, attorney, guardian, substitute decision maker or legal representative; and
 - (iv) does not receive any legal authority by being nominated on the Platform.
- (d) You are responsible for ensuring that any Trusted Person details you provide are accurate and up to date.
- (e) You must only nominate a Trusted Person where you have that person’s consent to provide their personal information to us.
- (f) To the maximum extent permitted by law, We are not responsible for any loss, dispute, claim or misunderstanding arising from your choice of Trusted Person or any information you make available to them.

5 USER OBLIGATIONS

As a User, you agree:

- (a) to use the Platform only for lawful purposes;

- (b) not to use the Platform to upload, post, store, transmit or share content that is unlawful, harmful, discriminatory, threatening, abusive, harassing, defamatory, obscene, misleading or otherwise objectionable;
- (c) not to impersonate any person or misrepresent your identity or affiliation with any person;
- (d) not to interfere with or disrupt the Platform, including by introducing viruses, malicious code, bots, scrapers or automated tools;
- (e) not to copy, reproduce, modify, adapt, translate, reverse engineer, decompile or attempt to extract the source code of the Platform;
- (f) not to use the Platform in a way that may damage our reputation or the reputation of our partners;
- (g) not to upload confidential, highly sensitive or legally operative documents to the Platform, including wills, powers of attorney, advance care directives, court documents or formal estate planning documents;
- (h) not to rely on the Platform as a substitute for professional advice;
- (i) to make your own independent enquiries and decisions in relation to end-of-life planning, legal arrangements, medical treatment, funeral arrangements, financial matters, taxation, estate planning and related matters; and
- (j) to comply with all applicable laws.
- (k) that the Company may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 5.

6 POSTED MATERIALS

6.1 WARRANTIES

By providing, uploading, submitting, recording, posting or otherwise making available any information, materials or other content on or through the Platform, including stories, reflections, memories, messages, photographs, audio recordings, preferences, wishes, notes, trusted person details, document location information or other personal content (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material;
- (b) where the Posted Material contains personal information about another person, you have obtained that person's consent or otherwise have lawful authority to provide that information to us;
- (c) the Posted Material is accurate and true to the best of your knowledge at the time it is provided;
- (d) the Posted Material is not misleading, deceptive, fraudulent or unlawful;
- (e) the Posted Material is free from any harmful, discriminatory, defamatory, offensive, explicit or maliciously false material;
- (f) the Posted Material does not infringe any Intellectual Property Rights, privacy rights, confidentiality rights, moral rights or other rights of any third party;
- (g) the Posted Material does not contain any viruses, malware or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach any applicable laws.

6.2 OWNERSHIP OF POSTED MATERIALS

- (a) As between you and Mortal Me, you retain ownership of all Intellectual Property Rights in your Posted Material.
- (b) Nothing in this agreement transfers ownership of your Posted Material to us.
- (c) For clarity, your Posted Material may include deeply personal content, such as your personal stories, photographs, memories, messages, values, reflections, wishes and preferences. We do not claim ownership of that content.

6.3 LICENCE TO USE POSTED MATERIAL

- (a) You grant to Mortal Me a non-exclusive, worldwide, royalty-free licence to use, host, store, reproduce, display, process, transmit, back up, format, modify and otherwise deal with your Posted Material solely to the extent reasonably necessary for us to:
 - (i) provide, maintain, secure and improve the Platform;
 - (ii) make the Posted Material available to you through your Account;
 - (iii) make the Posted Material available to any Trusted Person or other recipient you authorise through the Platform;
 - (iv) generate any PDF, book, export, download or other output requested by you;
 - (v) provide technical support, troubleshoot issues and maintain backups;
 - (vi) comply with our legal obligations; and
 - (vii) otherwise provide the services requested by you through the Platform.
- (b) The licence in clause 6.3(a) continues for as long as reasonably necessary for us to provide the Platform and comply with our legal, operational, backup, dispute resolution and record-keeping obligations.
- (c) We will not sell your Posted Material to third parties.
- (d) We will not use your Posted Material for third-party advertising or behavioural advertising.
- (e) We will not use your Posted Material to train artificial intelligence models unless we have obtained your express consent or otherwise notify you in accordance with applicable law.

6.4 MORAL RIGHTS

To the extent permitted by law, you consent to Mortal Me doing any act or omission in relation to your Posted Material that may otherwise infringe any moral rights you have in the Posted Material, but only to the extent reasonably necessary for us to provide the Platform and any services requested by you.

6.5 REMOVAL AND BACKUP

- (a) Mortal Me may, in its absolute discretion, review, remove, restrict access to or disable any Posted Material at any time where we reasonably consider that the Posted Material:
 - (i) breaches this agreement;
 - (ii) may breach any law;
 - (iii) may infringe the rights of any third party;
 - (iv) may cause harm, distress, reputational damage or legal risk to us, another user or any third party; or
 - (v) may compromise the security, integrity or operation of the Platform.

- (b) You agree that you are responsible for keeping and maintaining your own copies of Posted Material.
- (c) While we may maintain backups as part of our Platform operations, we do not guarantee that any Posted Material can be recovered if it is deleted, corrupted, lost or removed.

6.6 INDEMNITY

You indemnify Mortal Me against all damages, losses, costs and expenses incurred by Mortal Me arising out of or in connection with any third party claim that your Posted Material infringes that third party's Intellectual Property Rights, privacy rights, confidentiality rights or other rights.

7 PHOTOGRAPHS, RECORDINGS AND PERSONAL MEDIA

- (a) You may be able to upload photographs, voice recordings, audio, written memories or other personal media to the Platform.
- (b) You must ensure that you have the right to upload and use any photographs, recordings or personal media involving other people.
- (c) You must not upload any photograph, recording or media that infringes another person's rights, including copyright, moral rights, privacy rights or image rights.
- (d) If you upload photographs or media of deceased persons or family members, you are responsible for ensuring that you have the right and authority to do so.
- (e) We are not responsible for family disputes, estate disputes, ownership disputes or other claims arising from photographs, recordings or personal media uploaded by you.

8 INTELLECTUAL PROPERTY

- (a) Mortal Me retains ownership of all materials developed or provided by or on behalf of Mortal Me in connection with the Platform, including text, prompts, questions, guides, pathways, resources, graphics, logos, designs, icons, images, audio, video, downloads, software, source code, object code, data structures, layouts, branding, templates and Platform functionality (**Service Content**), and reserves all rights in any Intellectual Property Rights owned or licensed by it that are not expressly granted to you.
- (b) You must not reproduce, transmit, adapt, distribute, sell, modify, publish, copy, reverse engineer, decompile, exploit or create derivative works from the Service Content without our prior written consent or except as permitted by law.
- (c) For clarity, the "Owl Guide", the five-room structure, prompts, questions, pathways, Platform design and curated resources form part of the Service Content, except to the extent they include your Posted Material.
- (d) Nothing in this agreement transfers ownership of any Service Content to you.
- (e) In this agreement, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential information, know-how, trade secrets and other proprietary rights, and any rights to registration of such rights, whether created before or after the date of this agreement, in Australia and throughout the world.

9 THE OWL GUIDE AND PROMPTS

- (a) The Platform may include guided prompts, pathways or reflective questions, including content presented through the "Owl Guide".

- (b) The Owl Guide is a guide and not an adviser, counsellor, clinician, lawyer, financial adviser, funeral director or decision maker.
- (c) Unless expressly stated otherwise, prompts and questions on the Platform are written and curated by humans.
- (d) The Owl Guide does not make decisions for you, does not generate legal or medical advice, and does not replace your own judgment or the advice of qualified professionals.

10 NO PROFESSIONAL ADVICE

- (a) The Platform is provided for general information, reflection and personal planning purposes only.
- (b) Mortal Me does not provide:
 - (i) legal advice;
 - (ii) medical advice;
 - (iii) health advice;
 - (iv) counselling or mental health advice;
 - (v) financial advice;
 - (vi) taxation advice;
 - (vii) estate planning advice;
 - (viii) funeral planning advice;
 - (ix) religious or spiritual advice; or
 - (x) any other professional advice.
- (c) Any information, prompts, examples, resources or content provided through the Platform are general in nature and may not be suitable for your personal circumstances.
- (d) You should seek advice from appropriately qualified professionals before making decisions about legal documents, medical treatment, estate planning, funeral arrangements, financial matters, tax matters, substitute decision-making or any other professional matter.
- (e) We do not warrant that use of the Platform will result in any particular legal, personal, emotional, family, financial, medical or practical outcome.

11 NOT A WILL-WRITING SERVICE OR DOCUMENT VAULT

- (a) Mortal Me is not a will-writing service, estate planning service, legal document service or legal document storage service.
- (b) The Platform must not be used as the sole place where you store important legal documents.
- (c) The Platform may allow you to record where documents are located, who holds them, or other practical guidance. This does not mean that we hold, verify, validate, store or manage those documents.
- (d) We do not verify whether any will, power of attorney, advance care directive, appointment, nomination or other legal document exists, is valid, is current or has been properly executed.

12 SENSITIVE CONTENT AND EMOTIONAL WELLBEING

- (a) The Platform may involve reflection on death, dying, grief, family relationships, illness, medical wishes, personal values and other sensitive topics.
- (b) Some content may be emotionally difficult or distressing for some users.
- (c) The Platform is not a crisis support service, counselling service or mental health service.
- (d) If you are experiencing distress, crisis, suicidal thoughts or urgent mental health concerns, you should immediately contact emergency services or a crisis support service in your location.
- (e) In Australia, emergency services can be contacted on 000. In New Zealand, emergency services can be contacted on 111.

13 THIRD PARTY CONTENT AND PARTNERS

- (a) The Platform may include content, resources, links, referrals or materials provided by third parties, including end-of-life education providers, community organisations, service providers and other partners (**Third Party Content**).
- (b) Third Party Content may include content from Willow End-of-Life Education and other third-party providers.
- (c) Unless expressly stated otherwise:
 - (i) Third Party Content is provided for general information only;
 - (ii) we do not control Third Party Content;
 - (iii) we do not guarantee the accuracy, completeness, currency or suitability of Third Party Content; and
 - (iv) we are not responsible for any loss or damage arising from your reliance on Third Party Content.
- (d) The Platform may contain links to third-party websites. Accessing third-party websites is at your own risk and may be subject to the terms and policies of those third parties.
- (e) Where the Platform includes outbound referrals to third-party resources, we do not share your personal information with those third parties unless we notify you and obtain any required consent.

14 THIRD PARTY SUPPLIERS

- (a) We may use third-party suppliers, infrastructure providers and technical service providers to provide, host, secure, maintain and operate the Platform.
- (b) As at the date of these terms, our third-party suppliers may include:
 - (i) Hostinger, for domain hosting and domain-related services;
 - (ii) Amazon Web Services, including AWS Lightsail in the Sydney region, AWS Simple Email Service and AWS Key Management Service, for cloud hosting, email infrastructure, encryption key management and related cloud infrastructure services;
 - (iii) Let's Encrypt, for SSL/TLS certificates and website security certificates;
 - (iv) Caddy, including related package repositories, for web server and server management functionality;

- (v) Ubuntu apt, for server operating system package management and updates; and
- (vi) GitHub, for code repository, development and deployment-related services.
- (c) Your use of the Platform may be subject to the availability, performance, security and terms of third-party suppliers.
- (d) We are not responsible for any act, omission, outage, interruption, delay, data incident, security incident, service failure or other issue caused by a third-party supplier, except to the extent that liability cannot be excluded under applicable law.
- (e) We may change, add or remove third-party suppliers from time to time, provided that we will handle personal information in accordance with our Privacy Policy and applicable privacy laws

15 PAYMENTS AND PAYMENT PROCESSORS

- (a) The Platform is currently free to join and use, and payment functionality may not be available at launch.
- (b) We may introduce paid features, paid tiers, one-off purchases or other payment functionality in a future stage of the Platform.
- (c) If we introduce paid features, we may use third-party payment processors, including Stripe, to process payments through the Platform.
- (d) Where a third-party payment processor is used, payment processing will be subject to that payment processor's terms, conditions and privacy policy.
- (e) If Stripe is used, Stripe's privacy policy can be accessed at: <https://stripe.com/au/privacy>.
- (f) We do not control third-party payment processors and are not responsible for any act, omission, payment processing error, delay, outage, security issue or other matter caused by a third-party payment processor, except to the extent liability cannot be excluded under applicable law.
- (g) We may correct, or instruct a payment processor to correct, any error or mistake in collecting or processing a payment.

16 SOCIAL ENTERPRISE AND COMMUNITY RETURN

- (a) Mortal Me operates with a social enterprise purpose and may contribute a portion of revenue, profits or surplus to community organisations, grassroots programs, sector partners or social impact initiatives.
- (b) Any community return, donation, grant, distribution or social enterprise commitment may be described on the Platform from time to time.
- (c) Unless expressly stated otherwise:
 - (i) any community return percentage is calculated in the way described on the Platform;
 - (ii) we may update our community return model as the Platform grows;
 - (iii) community return commitments are subject to operational costs, business sustainability and applicable law; and
 - (iv) you are not entitled to direct, control or claim any donation or distribution made by us.

17 SERVICE AVAILABILITY AND CHANGES

- (a) We will use reasonable efforts to make the Platform available, but we do not guarantee that the Platform will be uninterrupted, error-free, secure or always available.
- (b) The Platform may be unavailable from time to time due to maintenance, upgrades, outages, technical issues, supplier issues or circumstances outside our control.
- (c) We may update, modify, suspend, discontinue or remove any part of the Platform at any time.
- (d) We may change features, rooms, prompts, content, tiers, pricing, access rules or functionality at any time, provided we do so in accordance with applicable law.
- (e) The availability and performance of the Platform may depend on third-party infrastructure and technical suppliers, including hosting, email, certificate, server, code repository and cloud infrastructure providers. We do not guarantee that those third-party services will be uninterrupted, error-free or continuously available.

18 SECURITY

- (a) We take reasonable steps to protect the Platform and user information.
- (b) However, you acknowledge that no online platform, storage system or transmission method is completely secure.
- (c) You are responsible for:
 - (i) using a secure password;
 - (ii) keeping your login details confidential;
 - (iii) ensuring your device is secure; and
 - (iv) maintaining your own copies of important information.
- (d) We are not responsible for loss or damage caused by your failure to secure your Account, device or login details.

19 PRIVACY

- (a) We collect, use, hold and disclose personal information in accordance with our Privacy Policy, available at Mortalme.org/privacy/ and you agree to be bound by our Privacy Policy.
- (b) We may collect personal information to:
 - (i) provide the Platform;
 - (ii) manage your Account;
 - (iii) communicate with you;
 - (iv) process payments, if payment functionality is introduced;
 - (v) provide customer support;
 - (vi) maintain security;
 - (vii) understand our audience and improve the Platform; and
 - (viii) comply with legal obligations
- (c) The Platform may involve the collection of sensitive personal information. By using the Platform and providing sensitive information, you consent to us collecting and handling that information in accordance with our Privacy Policy.

- (d) You acknowledge that we may use third-party infrastructure and technical suppliers to store, process, transmit, secure and back up personal information, including suppliers involved in cloud hosting, email infrastructure, encryption key management, domain hosting, server management and code repository services.

20 ACCOUNT DELETION AND DATA RETENTION

- (a) You may request deletion of your Account by using the Platform functionality, where available, or by contacting us at owl@mortalme.org.
- (b) We will take reasonable steps to delete or de-identify your Account and associated personal information within a reasonable time, subject to:
 - (i) our legal obligations;
 - (ii) backup and archival systems;
 - (iii) fraud prevention, dispute resolution or security requirements;
 - (iv) payment and tax record-keeping obligations, if applicable; and
 - (v) any retention period described on the Platform or in our Privacy Policy.
- (c) Unless you request earlier deletion, we may retain inactive Account information for up to 12 months, having regard to the personal nature of the Platform and the possibility that inactivity may arise from illness, incapacity, grief, death or other personal circumstances.
- (d) We may contact you before deleting or deactivating an inactive Account, or otherwise prompt you to confirm that you are still active.
- (e) Once Posted Material is deleted, it may not be recoverable.

21 DECEASED OR INCAPACITATED USERS

- (a) If we are notified that a user has died or become incapacitated, we may take steps we consider appropriate, including:
 - (i) restricting access to the Account;
 - (ii) contacting the user's Trusted Person;
 - (iii) requesting evidence of authority from a legal personal representative;
 - (iv) preserving Posted Material for a limited period; or
 - (v) deleting or de-identifying the Account in accordance with our policies and applicable law.
- (b) We are not required to release Account information or Posted Material to any person unless we are satisfied that the person has proper authority, or we are legally required to do so.
- (c) We may refuse access where we reasonably consider that disclosure may breach privacy, confidentiality, safety, legal obligations or the wishes of the user.

22 PROHIBITED USES

- (a) You must not access or use the Platform:
 - (i) for any unlawful, fraudulent, misleading, deceptive, harmful or improper purpose;
 - (ii) in a way that breaches this agreement, any applicable law, regulation, code or third party right;

- (iii) to impersonate any person, misrepresent your identity, misrepresent your relationship with another person, or falsely suggest that you have authority to act on behalf of another person;
- (iv) to mislead any person about your wishes, intentions, identity, legal documents, health preferences, funeral preferences, executor arrangements, digital accounts or authority;
- (v) to upload, submit, store, transmit or share any Posted Material that is unlawful, harmful, threatening, abusive, harassing, defamatory, discriminatory, obscene, explicit, offensive, misleading, deceptive or otherwise inappropriate;
- (vi) to upload, submit, store, transmit or share any Posted Material that infringes any Intellectual Property Rights, moral rights, privacy rights, confidentiality rights, image rights or other rights of any person;
- (vii) to upload another person's personal information, sensitive information, photograph, recording, story, memory, message or other content without that person's consent or other lawful authority;
- (viii) to upload legal documents or highly sensitive documents that the Platform is not designed to store, including wills, powers of attorney, advance care directives, binding death benefit nominations, court documents, medical records, tax records or other formal legal, medical or financial documents;
- (ix) as a substitute for obtaining legal, medical, financial, taxation, estate planning, funeral planning, counselling, mental health or other professional advice;
- (x) to provide, offer or represent that you provide legal, medical, financial, tax, estate planning, funeral planning, counselling, mental health or other professional advice through the Platform;
- (xi) in a way that may cause distress, harm, harassment, coercion, manipulation, abuse or exploitation of any person, including any vulnerable person, grieving person, elderly person or person experiencing illness, incapacity or family conflict;
- (xii) to pressure, coerce, mislead or influence another person in relation to their end-of-life wishes, estate planning, medical treatment, funeral preferences, financial affairs or personal decisions;
- (xiii) to create, upload or share content that encourages self-harm, suicide, violence, elder abuse, family violence, neglect, exploitation or unlawful conduct;
- (xiv) to interfere with, disrupt, damage, overburden, impair or compromise the Platform, our systems, our networks, our security measures or any third party systems connected to the Platform;
- (xv) to introduce, upload or transmit any virus, worm, Trojan horse, ransomware, spyware, malware, malicious code, corrupted file or other harmful software or material;
- (xvi) to gain, or attempt to gain, unauthorised access to the Platform, any Account, any user information, any server, database, system, network or infrastructure connected to the Platform;
- (xvii) to test, scan, probe or attempt to compromise the vulnerability, security or authentication measures of the Platform or any related system without our prior written consent;

- (xviii) to use any robot, bot, spider, scraper, crawler, data mining tool, extraction tool, automated script or other automated method to access, copy, monitor, scrape, extract, index, reproduce or otherwise collect data from the Platform;
- (xix) to use the Platform, Service Content, Posted Material or any data from the Platform to train, test, develop, improve or operate any artificial intelligence model, machine learning system, large language model, automated decision-making system or similar technology without our prior written consent;
- (xx) to copy, reproduce, adapt, modify, translate, reverse engineer, decompile, disassemble, derive source code from, or create derivative works based on the Platform, Service Content or any part of the Platform, except to the extent permitted by law;
- (xxi) to copy, reproduce, replicate or commercially exploit the Platform's prompts, questions, pathways, five-room structure, Owl Guide, interface, design, resources, templates or other Service Content for a competing or similar product or service;
- (xxii) to remove, obscure, alter or interfere with any copyright notice, trade mark notice, proprietary notice, security feature or access control mechanism on the Platform;
- (xxiii) to use the Platform in a way that may damage, impair or harm the reputation, goodwill, business, systems or operations of Mortal Me, our partners, suppliers or users;
- (xxiv) to send spam, unsolicited messages, bulk communications, phishing communications, scam communications or other unauthorised promotional material through or in connection with the Platform;
- (xxv) to collect, harvest or misuse the personal information of any other user or person;
- (xxvi) to sell, rent, lease, sublicense, distribute, make available or otherwise commercially exploit access to the Platform, any Account, any Paid Feature or any Service Content without our prior written consent;
- (xxvii) to use the Platform for benchmarking, competitive analysis, product development or market research for a competing platform or service without our prior written consent;
- (xxviii) to circumvent any usage limits, storage limits, payment requirements, access restrictions, security measures or other technical controls on the Platform;
- (xxix) to use another person's Account or allow another person to use your Account, except where expressly permitted by the Platform; or
- (xxx) in any way that is inconsistent with the intended purpose of the Platform as a personal reflection, death literacy and end-of-life planning support tool.
- (b) We may suspend, restrict or terminate your Account or access to the Platform if we reasonably suspect that you have breached this clause 22.
- (c) We may remove, restrict access to or disable any Posted Material that we reasonably consider breaches this clause 22..
- (d) We may report any suspected unlawful, harmful or abusive conduct to law enforcement, regulators or other appropriate authorities where we consider it necessary or appropriate to do so.

- (e) You acknowledge that a breach of this clause 22 may cause us harm for which monetary damages may not be an adequate remedy, and we may seek injunctive or other equitable relief in addition to any other rights or remedies available to us.

23 DISCLAIMERS

- (a) To the maximum extent permitted by law, the Platform is provided on an “as is” and “as available” basis.
- (b) We do not represent or warrant that:
 - (i) the Platform will meet your particular needs;
 - (ii) the Platform will be uninterrupted, secure or error-free;
 - (iii) content on the Platform will always be accurate, complete or current;
 - (iv) use of the Platform will produce any particular personal, family, legal, health, financial or estate outcome; or
 - (v) any information recorded by you will be accepted, followed or relied upon by your family, health providers, legal representatives, funeral providers or any other person.
 - (vi) You remain responsible for making your own decisions and seeking professional advice where appropriate.

24 LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, our total liability to you for all loss, damage, cost or expense arising out of or in connection with this agreement or the Platform is limited to:
 - (i) if you have paid us fees, the amount paid by you to us in the 3 months preceding the event giving rise to the liability; or
 - (ii) if you have not paid us any fees, AUD \$100.
- (b) To the maximum extent permitted by law, we are not liable for any indirect, consequential, special or incidental loss, loss of data, loss of opportunity, loss of revenue, loss of profit, loss of goodwill, emotional distress, family dispute, estate dispute or loss arising from reliance on Platform content.
- (c) Nothing in this agreement limits any rights you may have under the Australian Consumer Law or any other law that cannot be excluded.

25 AUSTRALIAN CONSUMER LAW

- (a) Nothing in this agreement is intended to limit or exclude any rights you may have under the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).
- (b) If we are permitted to limit remedies under the Australian Consumer Law, our liability is limited, at our option, to:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.

26 INDEMNITY

You indemnify us, our officers, employees, contractors and agents from and against any loss, damage, liability, claim, cost or expense arising from:

- (a) your breach of this agreement;
- (b) your misuse of the Platform;
- (c) your Posted Material;
- (d) your infringement of any third-party rights;
- (e) any dispute involving your family members, Trusted Person, estate, legal personal representative or other third party; or
- (f) your breach of any applicable law.

27 TERMINATION

- (a) Either Mortal Me or the User may terminate the User's Account at any time for any reason.
- (b) If a User wants to terminate their Account, they can do so by using the Platform's functionality where available. Where such functionality is not available, Mortal Me will effect such termination within a reasonable time after receiving written notice from the User.
- (c) In the event that a User's Account is terminated:
 - (i) the User's access to the Platform, their Account and any Account tools or features will be revoked;
 - (ii) the User may be unable to access, view, edit, download, export or otherwise use any Posted Material associated with their Account;
 - (iii) any Trusted Person access, notifications, sharing permissions or nominated contact functionality connected with the User's Account may be disabled;
 - (iv) the User may lose access to any Free Tier features, Paid Features, outputs, exports, PDFs, books, files or other materials generated through the Platform, except to the extent otherwise required by law;
 - (v) Mortal Me may delete, de-identify, archive or retain the User's Account information and Posted Material in accordance with this agreement, our Privacy Policy and applicable law; and
 - (vi) any outstanding rights or obligations accrued before termination will continue to apply.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any Free Tier access, Paid Feature or other access you hold in connection with the Platform, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry will continue to apply.
- (e) Without limiting clause 27(d), provisions relating to Posted Material, intellectual property, professional advice disclaimers, will-writing and document vault disclaimers, third party content and partners, security, privacy, account deletion and data retention, deceased or incapacitated users, disclaimers, limitation of liability, consumer law, indemnities, governing law and jurisdiction, payments, refunds and Paid Features will survive termination to the extent they are intended by their nature to continue after termination.

28 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and

- (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 whichever is earlier.

29 GENERAL

29.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

29.2 CHANGES TO TERMS

We may update these terms from time to time by publishing updated terms on the Platform. Continued use of the Platform after the updated terms take effect constitutes acceptance of the updated terms.

29.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

29.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

29.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

29.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

29.7 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

29.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

29.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Part B Free Tier Users

1. FREE ACCESS

- (a) Mortal Me's core Platform is free to join and free to use.
- (b) The free tier may include access to the core five-room experience and other features made available by us from time to time (**Free Tier**).
- (c) We may update, change, add to or remove Free Tier features at any time.
- (d) We do not guarantee that any specific Free Tier feature will remain available indefinitely.

2. NO SUBSCRIPTION FOR CORE FEATURES

- (e) Unless expressly stated otherwise on the Platform, the Free Tier does not require an annual subscription, recurring subscription or periodic payment.
- (f) Paid features are intended to operate as enhancements to the Platform, not as access gates to the core Platform

3. EXISTING FREE USERS

- (g) Where we introduce paid tiers, paid upgrades or paid features after you create an Account, we may allow existing Free Tier users to continue accessing all free features without requiring payment.
- (h) Any grandfathering, transitional access or continued free access will be determined by us and described on the Platform.
- (i) We may still charge for new features, optional enhancements or upgrades that are not included in the Free Tier.

4. FREE TIER LIMITATIONS

- (j) The Free Tier may be subject to limits, including limits on:
 - (i) storage;
 - (ii) uploads;
 - (iii) exports;
 - (iv) media quality;
 - (v) number of entries;
 - (vi) access to certain enhancements; or
 - (vii) other functionality.
- (k) Any Free Tier limits will be described on the Platform.

Part C Paid Tier and Paid Feature Users

1. PAID FEATURES

- (a) The Platform is intended to launch with free access to its core features.
- (b) In a future stage of the Platform, we may offer paid tiers, upgrades, one-off purchases or optional paid features through the Platform (**Paid Features**).
- (c) Paid Features may include, for example:
 - (i) the family history feature;
 - (ii) video and photo upload and photo enhancement or restoration;
 - (iii) conversion of Platform content into a print-ready PDF;
 - (iv) creation of a physical book or legacy document;
 - (v) voice-to-text or voice-to-notes functionality;
 - (vi) expanded storage;
 - (vii) enhanced export tools; or
 - (viii) any other features described on the Platform.
- (d) Paid Features will be described on the Platform at the time of purchase.
- (e) Pricing is subject to change at any time, but changes will not affect purchases already completed unless expressly stated and permitted by law.

2. ONE OFF PAYMENTS

- (f) Unless expressly stated otherwise on the Platform prior to making any Payment, Paid Features are purchased by one-off upfront payment.
- (g) Payment must be made before access to the relevant Paid Feature is provided.
- (h) We do not currently offer annual subscriptions for core Platform access unless expressly stated on the Platform.

3. TIER UPGRADES

- (i) If the Platform offers different paid tiers, the features included in each tier will be set out on the Platform.
- (j) If you upgrade from one paid tier to another, you may be required to pay the difference between the tiers, as displayed on the Platform.
- (k) Unless expressly stated otherwise, upgrading tiers does not entitle you to a refund for any previous purchase.

4. PAYMENT TERMS

- (l) Paid Features may not be available at launch.
- (m) If and when Paid Features become available, you must pay all fees in the amount and currency displayed on the Platform at the time of purchase.
- (n) Unless otherwise stated, all amounts are in Australian dollars and are inclusive of GST where applicable.

- (o) Payment must be made upfront before access to the relevant Paid Feature is provided.
- (p) We may use a third-party payment processor, including Stripe, to process payments.
- (q) If a payment fails, we may suspend, cancel or withhold access to the relevant Paid Feature until payment is received.

5. REFUNDS

- (r) Except as required by law, payments for Paid Features are non-refundable for change of mind.
- (s) You may be entitled to a refund, replacement or other remedy under the Australian Consumer Law if a Paid Feature fails to meet a consumer guarantee.
- (t) If you believe you are entitled to a refund or remedy, you must contact us at owl@mortalme.org with details of the issue.
- (u) We may refuse a refund where:
 - (i) you changed your mind;
 - (ii) you no longer want the Paid Feature;
 - (iii) you failed to read the feature description;
 - (iv) you provided incorrect information or content;
 - (v) the issue arose from your device, internet connection or third-party service outside our control; or
 - (vi) the Paid Feature has already been substantially performed, produced, customised or delivered.

6. CUSTOM OUTPUTS, PDFS AND BOOKS

- (v) If you purchase a feature that generates a PDF, book, print-ready file or physical product, you are responsible for reviewing all content before confirming the order.
- (w) We are not responsible for errors in outputs caused by:
 - (i) spelling, grammar or factual errors in Posted Material;
 - (ii) low-quality images or uploads;
 - (iii) incorrect selections made by you;
 - (iv) content that you approve for production; or
 - (v) limitations of automated formatting or production systems.
- (x) You acknowledge that any physical products (if relevant) may be subject to third-party printing, shipping and fulfilment terms.
- (y) Delivery times for physical products are estimates only and may be affected by third-party suppliers, shipping delays or events outside our control.

7. PHOTO ENHANCEMENT

- (z) If you use any photo enhancement, restoration or similar feature, you acknowledge that the output may involve automated, AI-assisted or software-based processing.
- (aa) Photo enhancement outputs may not be accurate, complete or historically faithful.
- (bb) You should review any enhanced image before using, sharing, printing or relying on it.

- (cc) We do not guarantee that photo enhancement will meet your expectations or preserve all features of the original image.

8. VOICE-TO-TEXT AND VOICE-TO-NOTES

- (dd) If you use a voice-to-text or voice-to-notes feature, you acknowledge that transcription outputs may contain errors.
- (ee) You are responsible for reviewing and correcting any transcription before relying on it, saving it, exporting it or sharing it.
- (ff) Voice-to-text tools must not be relied on for legal, medical, financial or other professional records.

9. AI AND AUTOMATED TOOLS

- (gg) Mortal Me's core reflective prompts, questions and pathways are intended to be human-written and curated.
- (hh) Unless expressly stated on the Platform, the Platform does not use AI to generate your end-of-life wishes, make decisions for you or provide personalised legal, medical, financial or professional advice.
- (ii) Some optional Paid Features may use automated tools or AI-assisted processing, such as photo enhancement or transcription, where clearly described on the Platform.
- (jj) You must not rely on any automated output without reviewing it yourself and seeking professional advice where appropriate.

10. PAID FEATURE AVAILABILITY

- (kk) Paid Features may be added, changed, suspended or discontinued at any time.
- (ll) We may refuse, suspend or cancel a Paid Feature order where:
 - (i) payment is not received;
 - (ii) the order appears fraudulent or unlawful;
 - (iii) the Posted Material is inappropriate, infringing or unlawful;
 - (iv) a supplier is unable to fulfil the order; or
 - (v) we are required to do so by law.
- (mm) If we cancel a paid order after payment has been made and you are not at fault, we will provide a refund or other remedy required by law.

11. NO RESALE OR COMMERCIAL USE

1. Paid Features are for your personal use only, unless we agree otherwise in writing.
2. You must not resell, commercially exploit, reproduce or distribute Paid Features, Service Content or generated outputs in a way that infringes our rights or the rights of any third party.