

# **BLOCKWILL ANALYTICAL TECHNOLOGIES LIMITED**

## **TERMS OF USE**

*Blockchain-Based Digital Estate Planning Platform*

**Effective Date: January 1, 2026**

Version 1.0

**BlockWill Analytical Technologies Limited**  
DIFC Innovation Hub, Dubai, United Arab Emirates

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## IMPORTANT NOTICE – PLEASE READ CAREFULLY

These terms of use (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Blockwill Analytical Technologies Limited (“Blockwill,” “Company,” “we,” “us,” or “our”). By accessing, browsing, or using the Blockwill platform, services, or any associated applications (collectively, the “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations.

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE OUR SERVICES.**

*BlockWill is a technology platform and is not a law firm. BlockWill does not provide legal advice, legal services, or legal representation. No attorney-client relationship is created through your use of the Services. The Services are not a substitute for professional legal, tax, or financial advice.*

## ARTICLE 1: DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

1. **“Asset Manager”** means a person designated by the Asset Owner to manage, administer, or oversee information about the assets and platform activities on behalf of the Asset Owner during the Asset Owner’s lifetime or incapacity and before the VaultRelay triggers are executed.
2. **“Asset Owner”** means the User who creates an account on the Platform and utilizes the Services to inventory, document, and designate Asset Manager(s), Executor(s), Beneficiary(ies) or Guardian(s) for their digital and traditional assets.
3. **“Beneficiary”** means any individual, entity, trust, or organization designated by the Asset Owner to receive information about, or access to, specified assets upon the occurrence of a Trigger Event.
4. **“Blockchain”** means a distributed ledger technology that records transactions across multiple computers in a manner that ensures the integrity and immutability of the recorded data.
5. **“Channel Partner”** means any third-party entity, including but not limited to institutions, wealth managers, financial advisors, crypto exchanges, family offices, or other intermediaries through which Users may access the Services.
6. **“Digital Asset Information”** means the information that Asset Owner creates and stores on the Platform.
7. **“DigiWish”** means the BlockWill service that generates template documents recording the Asset Owner’s expressed intentions regarding asset succession and beneficiary designations, which can be converted into a testamentary document (will, trust or foundation) by complying with the requirements of the applicable law.
8. **“DIFC”** means the Dubai International Financial Centre, a financial free zone in Dubai, United Arab Emirates.
9. **“Executor”** means a person designated by the Asset Owner to carry out the Asset Owner’s wishes and instructions as recorded on the Platform upon the occurrence of a Trigger Event.
10. **“Guardian”** means a person designated by the Asset Owner to act on behalf of a minor Beneficiary until such Beneficiary reaches the age of majority.
11. **“Platform”** means the BlockWill technology platform, including all websites, applications, APIs, and related infrastructure through which the Services are provided.
12. **“Private Key”** means a cryptographic key that provides access to and control over Digital Asset Information stored on the Platform.
13. **“Secure Vault”** means the BlockWill encrypted storage service that securely stores User data, Digital Asset Information, credentials, and related documentation using military-grade encryption.
14. **“Smart Contract”** means a self-executing computer program deployed on a blockchain that automatically executes predefined actions when specified conditions are met.
15. **“Trigger Event”** means a predefined event or condition, as configured by the Asset Owner, that initiates the execution of instructions recorded on the Platform, including but not limited to death, incapacity, or specified time-based triggers.
16. **“User”** means any individual who accesses or uses the Services, including Asset Owners, Asset Managers, Executors, Guardians, and Beneficiaries.
17. **“VaultRelay”** means the BlockWill service that facilitates the secure transmission of asset information and access credentials to designated Beneficiaries upon the occurrence of a Trigger Event.

## 1.2 Interpretation

In these Terms: (a) headings are for convenience only and shall not affect interpretation; (b) references to “includes” or “including” shall mean “includes without limitation” or “including without limitation”; (c) references to any statute or statutory provision include any modification, amendment, or re-enactment thereof; (d) references to “writing” or “written” include electronic communications; and (e) words importing the singular include the plural and vice versa.

## ARTICLE 2: ACCEPTANCE OF TERMS AND MODIFICATIONS

### 2.1 Agreement to Terms

By clicking “I Accept,” “I Agree,” or any similar affirmation, by creating an account, or by accessing or using the Services in any manner, you expressly acknowledge and agree that:

- (a) You have read, understood, and agree to be bound by these Terms in their entirety;
- (b) You have the legal capacity and authority to enter into a binding agreement;
- (c) You are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater, at the time of accepting/agreeing to these Terms;
- (d) You accept these Terms on behalf of yourself and any entity you represent; and
- (e) Your use of the Services shall be subject to all applicable laws, regulations, and third-party rights.

### 2.2 Modifications to Terms

BlockWill reserves the right to modify, amend, or update these Terms at any time in its sole discretion. When we make material changes, we will:

- (a) Notify you via email to the address associated with your account with the Platform;
- (b) Post a prominent notice on the Platform at least seven (7) days before the changes take effect;
- (c) Update the “Effective Date” at the top of these Terms with version.

For changes affecting estate planning documents already created through the Services, we will provide sixty (60) days’ notice and offer the option to maintain existing terms for documents in progress. Your continued use of the Services after the effective date of any modifications constitutes your acceptance of the modified Terms.

## ARTICLE 3: DESCRIPTION OF SERVICES

### 3.1 Platform Overview

BlockWill provides a blockchain-based digital estate planning technology platform that enables Users to securely inventory assets, document succession intentions, designate beneficiaries, and facilitate the transmission of asset information upon the occurrence of specified Trigger Events. The Services are delivered through three core technological processes:

#### 3.1.1 Secure Vault

Secure Vault is BlockWill's encrypted data storage service that:

- (a) Stores User data, asset inventories, credentials, and documentation using military-grade AES-256 encryption;
- (b) Implements zero-knowledge architecture ensuring that only the User and their designated parties can access stored information;
- (c) Maintains redundant backups across geographically distributed data centers;
- (d) Provides audit trails and access logs for compliance and verification purposes.

#### 3.1.2 DigiWish

DigiWish is BlockWill's template document generation service that:

- (e) Generates template documents recording the Asset Owner's expressed intentions regarding asset succession and beneficiary designations;
- (f) Creates blockchain-verified timestamps providing proof of document creation and integrity at a specific point in time;
- (g) Facilitates comprehensive asset inventory documentation;
- (h) Produces documents that serve as proof of intent which may support the creation of formal legal instruments.

It is clarified that DigiWish may NOT be admitted as a legally compliant testamentary document (e.g. will or trust deed) and serves as only a template document that may aid and augment the process of creating a legally-compliant testamentary document, in adherence to further requirements under the applicable law.

#### 3.1.3 VaultRelay

VaultRelay is BlockWill's secure transmission service that:

- (i) Monitors for the occurrence of Trigger Events as configured by the Asset Owner;
- (j) Initiates secure transmission of asset information and access credentials of the Platform to designated Beneficiaries, Executors, or Guardians upon verification of a Trigger Event;
- (k) Utilizes multi-signature verification and oracle-based confirmation protocols;
- (l) Maintains complete audit trails of all transmission activities for compliance and dispute resolution purposes.

### 3.2 Service Limitations

**THE SERVICES ARE PROVIDED AS TECHNOLOGY TOOLS ONLY.** BlockWill does not guarantee that use of the Services will achieve any particular legal, tax, or estate planning outcome. The effectiveness of estate planning strategies depends on numerous factors including applicable laws, proper execution of legal documents, and individual circumstances that are beyond BlockWill's control.

## ARTICLE 4: USER ELIGIBILITY AND GEOGRAPHIC RESTRICTIONS

### 4.1 General Eligibility Requirements

To be eligible to use the Services, you must:

- (a) Be at least eighteen (18) years of age or the age of majority in your jurisdiction;
- (b) Have the legal capacity to enter into binding contracts;
- (c) Not be prohibited from using the Services under applicable law;
- (d) Not be located in, or a resident of, any jurisdiction where the Services are prohibited;
- (e) Not be subject to economic sanctions or appear on any sanctions list maintained by the United States, United Arab Emirates, European Union, or United Nations.

### 4.2 CRITICAL NOTICE: RESTRICTIONS FOR MUSLIM USERS

**IMPORTANT – ISLAMIC INHERITANCE LAW AND UAE PERSONAL STATUS LAW APPLY TO ALL MUSLIMS REGARDLESS OF NATIONALITY OR RESIDENCY.**

If you are Muslim, UAE Federal Law No. 28 of 2005 on Personal Status mandates Sharia inheritance principles that may significantly limit your ability to distribute your estate according to your wishes. Under these laws:

- (a) Wills (Wasiyyah) may only dispose of up to one-third (1/3) of your estate;
- (b) Fixed shares are reserved for designated heirs under Islamic law;
- (c) These mandatory succession rules cannot be contracted out of through any platform terms or agreement;
- (d) The DIFC Wills Service Center is available ONLY to non-Muslims and cannot be used by Muslim individuals.

**BlockWill's Services are designed primarily for users in jurisdictions without forced heirship requirements or for non-Muslim users who are residents of countries following Shariah inheritance principles. If you are Muslim, a UAE national subject to mandatory succession rules, or have assets in jurisdictions with forced heirship laws, YOU MUST CONSULT A LICENSED ATTORNEY IN YOUR RELEVANT JURISDICTIONS TO ASCERTAIN THE OUTCOME OF USING THESE SERVICES FOR YOUR ESTATE PLANNING.**

### 4.3 DIFC Courts Jurisdictional Limitations

Users acknowledge and agree that DIFC Courts have no jurisdiction over personal status matters, including inheritance and succession matters governed by UAE Federal Law No. 28 of 2005. Any dispute regarding such matters shall be subject to the exclusive jurisdiction of the competent UAE federal courts applying Sharia law principles to Muslim individuals.

## ARTICLE 5: ACCOUNT REGISTRATION AND SECURITY

### 5.1 Account Creation

To access certain features of the Services, you must create an account by providing accurate, complete, and current information as requested. You agree to:

- (a) Provide truthful and accurate information during registration;
- (b) Promptly update your account information to maintain its accuracy;
- (c) Maintain the security and confidentiality of your account credentials;

- (d) Immediately notify BlockWill of any unauthorized access to or use of your account;
- (e) Accept sole responsibility for all activities that occur under your account, in addition to indemnifying BlockWill from any liability of whatsoever nature arising out of such activities.

## 5.2 Identity Verification

BlockWill requires identity verification through Know Your Customer (KYC) procedures, including but not limited to government-issued identification, proof of address, and biometric verification. You consent to such verification procedures and agree to provide any documentation reasonably requested by BlockWill.

## 5.3 Account Security

**YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR ACCOUNT CREDENTIALS, INCLUDING PASSWORDS, PRIVATE KEYS, HARDWARE SECURITY KEYS AND RECOVERY PHRASES.** BlockWill implements industry-standard security measures but cannot guarantee absolute security. You acknowledge that BlockWill shall not be liable for any loss or damage arising from your failure to maintain adequate security of your account credentials.

# ARTICLE 6: USER REPRESENTATIONS AND WARRANTIES

## 6.1 General Representations

By using the Services, you represent and warrant that:

- (a) All information you provide to BlockWill is accurate, complete, and current;
- (b) You have the legal right and authority to enter into these Terms;
- (c) You are the lawful owner or authorized custodian of all assets you inventory on the Platform;
- (d) Your use of the Services does not violate any applicable law, regulation, or third-party right;
- (e) You understand that BlockWill does not provide legal, tax, or financial advice;
- (f) You will seek independent professional advice as appropriate for your circumstances.

## 6.2 Blockchain Technology Representations

You further represent and warrant that you understand and accept:

- (a) The inherent risks associated with blockchain technology, including but not limited to network failures, software bugs, protocol changes, and cyberattacks;
- (b) The irreversible nature of blockchain transactions once confirmed;
- (c) The importance of maintaining secure custody of Private Keys;
- (d) That Smart Contract execution depends on proper configuration and third-party oracle verification.

# ARTICLE 7: DIGIWISH™ IMPORTANT DISCLAIMER AND LEGAL NOTICE

**PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING DIGIWISH. BY ACCESSING OR USING THE DIGIWISH SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS SET FORTH BELOW.**

## 7.1 Template Document, Not a Legal Will

**DigiWish is NOT a digital will, testament, or any other legally binding testamentary instrument.** DigiWish generates a template document that serves as a preliminary framework which may be converted into a legally compliant Will, Digital Will, Trust, Foundation, or other estate planning instrument in accordance with the applicable laws of the relevant jurisdiction. The template document produced by DigiWish requires proper legal formalization, execution, witnessing, notarization, or other formalities as mandated by the law of the land to attain legal validity and enforceability.

## 7.2 Proof of Intent Only

The DigiWish document serves as a proof of intent by the Asset Owner (User) to indicate their wishes for the bequest, distribution, or transfer of their properties and assets to their intended beneficiaries. This document records the User's expressed intentions regarding asset succession and beneficiary designations at a specific point in time, secured through blockchain hash verification. **However, this proof of intent does NOT constitute a legally enforceable will or trust and may only serve as supporting evidence of the User's testamentary intentions in conjunction with a properly executed legal instrument.**

## 7.3 Professional Legal Counsel Required

Users are strongly advised and encouraged to consult with a qualified attorney, solicitor, legal practitioner, or estate planning professional licensed in their jurisdiction to create legally compliant testamentary documents. The DigiWish template is designed to aid and facilitate the legal professional's services by providing a comprehensive asset inventory, beneficiary designations, and documented intentions that can inform and expedite the drafting of formal legal instruments. **BlockWill recommends that all Users engage licensed legal counsel before relying on any DigiWish output for estate planning purposes.**

## 7.4 Forced Heirship and Mandatory Succession Rules

Users should be aware that numerous jurisdictions maintain forced heirship laws, reserved portion requirements, legitimacy rights, or mandatory succession rules (including, but not limited to, Sharia inheritance law, civil law forced heirship provisions, community property regimes, and statutory family provision claims) that may restrict or override testamentary freedom. These laws may entitle certain family members or heirs to a mandatory share of the estate regardless of the testator's expressed wishes. Any legally compliant testamentary document must take into consideration these jurisdictional requirements. **BlockWill does NOT provide legal advice on forced heirship compliance, and Users must consult qualified legal professionals in their relevant jurisdictions to ensure compliance with applicable mandatory succession rules.**

## 7.5 No Legal Services Provided

**BlockWill Analytical Technologies Limited and/or its affiliates, subsidiaries, officers, directors, employees, agents, and partners DO NOT provide legal services, legal advice, legal opinions, or legal representation of any kind.** BlockWill is a technology platform that provides digital asset inventory tools, template document generation, secure data storage, and blockchain-based verification services. BlockWill does not practice law, prepare



legal documents for court filings, represent Users in legal proceedings, or render any service that constitutes the practice of law in any jurisdiction.

## 7.6 No Unauthorized Practice of Law

BlockWill explicitly disclaims any engagement in the unauthorized practice of law (UPL). The DigiWish service is designed as a self-help technology tool that assists Users in organizing their asset information and expressing their preliminary succession intentions. BlockWill does not select, draft, or customize legal provisions based on individual legal circumstances; does not apply legal judgment to User situations; does not advise on the legal consequences of any User decisions; and does not provide any service requiring a law license. Users acknowledge that any legal determinations, advice, or document finalization must be obtained from independently licensed attorneys.

## 7.7 Jurisdiction-Specific Compliance

Estate planning, succession, inheritance, and testamentary laws vary significantly across jurisdictions, including differences in formal execution requirements (witnesses, notarization, registration), applicable governing law principles, cross-border recognition, probate procedures, tax implications, and digital asset regulations. DigiWish templates are general frameworks only and do not account for the specific legal requirements of any particular jurisdiction. Users with assets, beneficiaries, or domicile in multiple jurisdictions should obtain coordinated legal advice to ensure their estate plan is valid and enforceable across all relevant territories.

## 7.8 No Substitute for Professional Advice

**DigiWish and all related BlockWill services are NOT substitutes for professional legal, tax, financial, or estate planning advice.** The information and templates provided through DigiWish are for general informational and organizational purposes only and should not be construed as professional advice of any kind. Users should seek independent professional advice before making decisions that may affect their legal rights, tax obligations, or financial position. BlockWill expressly disclaims all liability for any actions taken or not taken based on DigiWish output without appropriate professional consultation.

## 7.9 Technology Platform Limitations and User Responsibility

BlockWill provides a technology infrastructure for secure asset inventory, data storage, blockchain verification, and template generation. While BlockWill employs industry-standard security measures, Users acknowledge that:

1. No technology system is completely immune to unauthorized access or data loss;
2. Blockchain hash verification provides proof of document integrity at a point in time but does not guarantee legal validity;
3. Smart contract execution depends on proper trigger configuration and third-party oracle verification;
4. Users bear sole responsibility for the accuracy and completeness of all information entered into the Platform;
5. Users are responsible for ensuring their estate planning documents are properly executed under applicable law; and
6. Users are responsible for keeping their information and credentials secure.

## 7.10 Periodic Review and Updates Required

**Estate planning is NOT a one-time event.** Laws change, personal circumstances evolve, asset portfolios fluctuate, and family situations transform. Users are advised to periodically review and update their DigiWish information and, more importantly, their formal legal estate planning documents in consultation with qualified professionals. BlockWill does not monitor changes in applicable laws and regulations, and it is the User's responsibility to ensure continued compliance and relevance of their estate plan. DigiWish documents created at an earlier date may not reflect current legal requirements or the User's present intentions.

## ARTICLE 8: NO ATTORNEY-CLIENT RELATIONSHIP

### 8.1 Disclaimer of Attorney-Client Relationship

**NO ATTORNEY-CLIENT RELATIONSHIP IS CREATED THROUGH THE USE OF THE SERVICES. BLOCKWILL IS A TECHNOLOGY COMPANY, NOT A LAW FIRM. ANY AND ALL COMMUNICATIONS BETWEEN YOU AND BLOCKWILL ARE PROTECTED BY OUR PRIVACY POLICY BUT NOT BY ATTORNEY-CLIENT PRIVILEGE.**

You acknowledge and agree that:

- (a) BlockWill does not provide legal advice or legal services;
- (b) No attorney-client relationship exists between you and BlockWill;
- (c) Communications with BlockWill are not protected by attorney-client privilege;
- (d) BlockWill does not owe you any fiduciary duties as an attorney would;
- (e) You should consult with a licensed attorney for legal advice specific to your situation.

### 8.2 Information Only

Any information provided through the Services, including educational materials, FAQs, and template documents, is provided for general informational purposes only and should not be construed as legal advice. Such information may not reflect the most current legal developments and may not be applicable to your specific circumstances.

## ARTICLE 9: BLOCKCHAIN TECHNOLOGY AND SMART CONTRACT DISCLAIMERS

### 9.1 Experimental Technology

Technologies such as smart contracts on various blockchains are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of digital asset information or access to stored information.

### 9.2 User Sophistication

By accessing and using any of our services, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies cryptographic and blockchain-based systems. You acknowledge that the regulatory landscape for blockchain technology is uncertain and evolving.

### 9.3 Blockchain Immutability

Decentralized blockchains are immutable, meaning the data they contain cannot be changed. When a transaction is confirmed and shows as successful on the blockchain, **THERE IS NOTHING BLOCKWILL CAN DO TO REVERT, CANCEL, OR MODIFY IT.** This immutability creates certain limitations regarding data correction rights. Users acknowledge that:

- (a) Certain data recorded on-chain cannot be deleted or modified;
- (b) Off-chain data may be corrected or deleted in accordance with applicable data protection laws;
- (c) BlockWill will clearly distinguish between on-chain and off-chain data storage.

### 9.4 Private Key Responsibility

**YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR SELF-CUSTODIAL WALLET AND ANY PRIVATE KEYS. YOU ALONE ARE RESPONSIBLE FOR SECURING YOUR PRIVATE KEYS. BLOCKWILL DOES NOT HAVE ACCESS TO YOUR PRIVATE KEYS AND CANNOT RECOVER THEM IF LOST.**

### 9.5 Smart Contract Risks

Smart contracts deployed on blockchain networks involve inherent risks including:

- (a) Code vulnerabilities or bugs that may result in unintended execution;
- (b) Network congestion affecting transaction processing;
- (c) Oracle failures or manipulation affecting trigger verification;
- (d) Protocol changes or hard forks affecting contract functionality;
- (e) Regulatory changes affecting the legality of smart contract execution.

### 9.6 Oracle and Third-Party Dependencies

The services may rely on third-party oracles, data providers, and infrastructure. blockwill, its affiliates, and their third-party providers do not represent or warrant as to the completeness or accuracy of any data provided by such third parties. Users acknowledge that third-party failures may affect the functionality of the Services.

## ARTICLE 10: B2B2C CHANNEL PARTNER PROVISIONS

### 10.1 Channel Partner Access

Users may access the Services through Channel Partners, including but not limited to wealth managers, financial advisors, crypto exchanges, family offices, institutions or other intermediaries. Where Users access the Services through a Channel Partner, the following additional provisions apply:

### 10.2 Channel Partner Liability Disclaimer

**BLOCKWILL IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY CHANNEL PARTNER THROUGH WHICH YOU ACCESS THE SERVICES.** Channel Partners are independent entities and are not agents, employees, or representatives of BlockWill. BlockWill does not:

- (a) Endorse, guarantee, or assume responsibility for any advice, recommendations, or services provided by Channel Partners;

- (b) Control or supervise the business practices, compliance, or conduct of Channel Partners;
- (c) Assume liability for any loss, damage, or claim arising from your relationship with any Channel Partner;
- (d) Warrant the accuracy, completeness, or timeliness of any information provided by Channel Partners.

### **10.3 User Indemnification for Channel Partner Acts**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BLOCKWILL FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF ANY CHANNEL PARTNER THROUGH WHICH YOU WERE ONBOARDED TO OR ACCESS THE SERVICES,** including but not limited to:

- (a) Any advice, recommendations, or representations made by the Channel Partner;
- (b) Any breach of applicable laws or regulations by the Channel Partner;
- (c) Any unauthorized warranties or commitments made by the Channel Partner;
- (d) Any dispute between you and the Channel Partner.

### **10.4 Third-Party Integrations**

The Services may integrate with third-party applications, services, or platforms. You acknowledge that:

- (a) Third-party services are governed by their own terms of service and privacy policies;
- (b) BlockWill does not control or guarantee the availability, functionality, or security of third-party services;
- (c) Your use of third-party services is at your own risk;
- (d) BlockWill's liability for third-party integrations is limited to USD \$100 regardless of actual damages.

## **ARTICLE 11: INTELLECTUAL PROPERTY**

### **11.1 BlockWill Intellectual Property**

The Services, including all software, code, designs, text, graphics, images, interfaces, logos, trademarks, service marks, and other content and materials (collectively, "BlockWill IP"), are owned by or licensed to BlockWill Analytical Technologies Limited and are protected by intellectual property laws. BlockWill reserves all rights not expressly granted in these Terms.

### **11.2 Limited License**

Subject to your compliance with these Terms, BlockWill grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial estate planning purposes. This license does not include the right to:

- (a) Modify, copy, distribute, transmit, display, perform, reproduce, publish, or create derivative works from the Services;
- (b) Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of any software;
- (c) Use any data mining, robots, or similar data gathering methods;
- (d) Circumvent any technological measures designed to protect the Services.

### **11.3 User Content**

You retain ownership of all content you submit to the Services (“User Content”). By submitting User Content, you grant BlockWill a worldwide, non-exclusive, royalty-free license to use, store, process, and display such content solely for the purpose of providing the Services to you. BlockWill does not claim ownership of your User Content.

### **11.4 Trademarks**

“BlockWill,” “DigiWish,” “Secure Vault,” “VaultRelay,” and associated logos are trademarks of BlockWill Analytical Technologies Limited. You may not use these trademarks without BlockWill’s prior written consent.

## **ARTICLE 12: PRIVACY AND DATA PROTECTION**

### **12.1 DIFC Data Protection Compliance**

BlockWill processes personal data in accordance with DIFC Data Protection Law No. 5 of 2020 and applicable data protection regulations. Our processing of personal data is governed by our Privacy Policy, which is incorporated into these Terms by reference.

### **12.2 Consent**

By using the Services, you consent to the collection, use, storage, and processing of your personal data as described in our Privacy Policy. You acknowledge that this consent is freely given by clear affirmative act and is not conditional upon receiving services unrelated to such processing.

### **12.3 Data Subject Rights**

Under applicable data protection laws, you have certain rights regarding your personal data, including the right to access, rectification, erasure, restriction of processing, data portability, objection to processing, and objection to automated decision-making. To exercise these rights, please contact us at [privacy@blockwill.io](mailto:privacy@blockwill.io).

### **12.4 Cross-Border Data Transfers**

Your personal data may be transferred to and processed in countries outside the DIFC. Where such transfers occur, we implement appropriate safeguards, including standard contractual clauses, to ensure adequate protection of your data.

### **12.5 Blockchain Data Limitations**

Users acknowledge that certain data recorded on blockchain networks is immutable and cannot be deleted or modified. BlockWill minimizes on-chain storage of personal data and clearly distinguishes between on-chain data (subject to blockchain immutability) and off-chain data (subject to standard data protection rights).

## **ARTICLE 13: FEES AND PAYMENT**

### **13.1 Fees**

Certain features of the Services may require payment of fees. Unless otherwise specified, all fees shall be stated in United States Dollars and are exclusive of applicable taxes.

### **13.2 Payment Terms**

Fees are payable in advance unless otherwise agreed. You authorize BlockWill to charge your designated payment method for all fees incurred. If payment fails, BlockWill may suspend your access to paid features until payment is received.

### **13.3 Refunds**

Except as required by applicable law or as expressly stated in our refund policy, all fees are non-refundable. Refund requests should be submitted to [support@blockwill.io](mailto:support@blockwill.io).

## **ARTICLE 14: LIMITATION OF LIABILITY**

### **14.1 Disclaimer of Warranties**

The Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. BlockWill does not warrant that the Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

### **14.2 Exclusion of Consequential Damages**

In no event will BlockWill, its affiliates, agents, directors, employees, suppliers, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to your use of or inability to use the Services.

### **14.3 Liability Cap**

To the maximum extent permitted by applicable law, BlockWill’s total aggregate liability arising out of or relating to these Terms or the Services shall not exceed the greater of: (a) the total fees paid by you to BlockWill during the twelve (12) months immediately preceding the event giving rise to the claim; or (b) one hundred United States Dollars (US\$100).

### **14.4 Exceptions**

The limitations of liability set forth above shall not apply to:

- (a) Gross negligence, willful misconduct, or fraud by BlockWill;
- (b) BlockWill’s breach of its obligations regarding data security resulting in unauthorized disclosure of your personal data;
- (c) Death or personal injury caused by BlockWill’s negligence;
- (d) Any other liability that cannot be limited or excluded under applicable law.

It is clarified that BlockWill shall not be liable for any gross negligence, wilful misconduct and/or breach of data security which is attributable to the User.

## 14.5 DIFC Law Compliance

Pursuant to Article 122 of DIFC Contract Law (Law No. 6 of 2004), to the extent any limitation of liability or liquidated damages provision herein is found to be grossly excessive in relation to actual harm, such provision shall be reduced to the maximum extent enforceable under DIFC law.

## ARTICLE 15: INDEMNIFICATION

### 15.1 User Indemnification

You agree to indemnify, defend, and hold harmless BlockWill, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

- (a) Your use of or access to the Services;
- (b) Your violation of these Terms;
- (c) Your violation of any applicable law, regulation, or third-party right;
- (d) Any content you submit to the Services;
- (e) Your negligence or willful misconduct;
- (f) The acts or omissions of any Channel Partner through which you access the Services.

### 15.2 Indemnification Procedure

BlockWill will promptly notify you of any claim subject to indemnification and will provide reasonable cooperation in the defense thereof. You shall not settle any claim without BlockWill's prior written consent if such settlement would impose any obligation on BlockWill or adversely affect BlockWill's rights.

## ARTICLE 16: DISPUTE RESOLUTION AND GOVERNING LAW

### 16.1 Governing Law

These Terms and any dispute arising out of or in connection with them and the Services shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC), without regard to its conflict of law principles.

### 16.2 Exclusive Jurisdiction

**Subject to Section 16.3 below, any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the DIFC Courts, Dubai, United Arab Emirates.** You irrevocably submit to the exclusive jurisdiction of the DIFC Courts and waive any objection to such jurisdiction on grounds of venue or inconvenient forum.

### 16.3 Personal Status Matters Carve-Out



**NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT DIFC COURTS HAVE NO JURISDICTION OVER PERSONAL STATUS MATTERS, INCLUDING INHERITANCE AND SUCCESSION MATTERS GOVERNED BY UAE FEDERAL LAW NO. 28 OF 2005 ON PERSONAL STATUS. ANY DISPUTE REGARDING SUCH MATTERS SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT UAE FEDERAL COURTS APPLYING SHARIA LAW PRINCIPLES TO MUSLIM INDIVIDUALS.**

#### **16.4 Arbitration Option**

At BlockWill's sole discretion, any dispute may alternatively be resolved by binding arbitration administered by the Dubai International Arbitration Centre (DIAC) in accordance with its arbitration rules. The arbitration shall be conducted in Dubai, United Arab Emirates, in the English language. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

#### **16.5 Class Action Waiver**

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to participate in a class action lawsuit or class-wide arbitration against BlockWill.

### **ARTICLE 17: SERVICE MODIFICATION AND TERMINATION**

#### **17.1 Service Modifications**

BlockWill reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time, with or without notice. For material changes affecting the core functionality of the Services, BlockWill will provide at least thirty (30) days' advance notice where practicable.

#### **17.2 Termination by User**

You may terminate your account at any time by following the account closure procedures on the Platform or by contacting support@blockwill.io. Upon termination, you will have ninety (90) days to export your data before it is permanently deleted from our systems, subject to legal retention requirements.

#### **17.3 Termination by BlockWill**

BlockWill may terminate or suspend your account and access to the Services:

- (a) Immediately if you breach these Terms;
- (b) Immediately if necessary to protect the security or integrity of the Platform;
- (c) Immediately if required by law, regulation, or court order;
- (d) Upon thirty (30) days' notice for any other reason.

#### **17.4 Effects of Termination**

Upon termination:

- (a) Your right to access and use the Services will immediately cease;
- (b) You will be provided with a data export opportunity as described above;
- (c) BlockWill may retain certain data as required by law or for legitimate business purposes;



(d) Provisions that by their nature should survive termination will continue in effect.

## **ARTICLE 18: FORCE MAJEURE**

### **18.1 Definition**

“Force Majeure Event” means any event beyond a party’s reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government action, pandemics, epidemics, power failures, internet or telecommunications failures, blockchain network failures, cyberattacks, or labour disputes.

### **18.2 Effect of Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations under these Terms if such failure or delay results from a Force Majeure Event. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

## **ARTICLE 19: GENERAL PROVISIONS**

### **19.1 Entire Agreement**

These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and BlockWill regarding the Services and supersede all prior agreements, representations, and understandings.

### **19.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

### **19.3 Waiver**

No failure or delay by BlockWill in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

### **19.4 Assignment**

You may not assign or transfer these Terms or any rights or obligations hereunder without BlockWill’s prior written consent. BlockWill may assign these Terms without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

### **19.5 Notices**

All notices required or permitted under these Terms shall be in writing and shall be deemed delivered: (a) upon personal delivery; (b) upon receipt if sent by certified mail, return receipt

requested; (c) upon receipt if sent by recognized overnight courier; or (d) upon transmission if sent by email to the email address associated with your account (for notices to you) or to [privacy@blockwill.io](mailto:privacy@blockwill.io) (for notices to BlockWill).

### 19.6 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights in any person, except for BlockWill's affiliates who are express beneficiaries of certain provisions herein.

### 19.7 Language

These Terms are executed in the English language. In the event of any conflict between the English version and any translation, the English version shall prevail.

### 19.8 Electronic Signatures

You consent to the use of electronic signatures in connection with these Terms and acknowledge that electronic signatures have the same legal effect as handwritten signatures pursuant to UAE Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services and DIFC Electronic Transactions Law (Law No. 2 of 2017).

## ARTICLE 20: CONTACT INFORMATION

If you have any questions, concerns, or complaints regarding these Terms or the Services, please contact us at [support@blockwill.io](mailto:support@blockwill.io) and [privacy@blockwill.io](mailto:privacy@blockwill.io)

## ACKNOWLEDGMENT

**BY CLICKING "I ACCEPT," "I AGREE," OR ANY SIMILAR AFFIRMATION, BY CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU ACKNOWLEDGE THAT:**

1. You have read these Terms of Use in their entirety;
2. You understand and agree to be bound by these Terms;
3. BlockWill Analytical Technologies Limited is a technology company and NOT a law firm;
4. No attorney-client relationship is created through your use of the Services;
5. DigiWish documents are proof of intent only and are NOT legally binding testamentary instruments;
6. You should consult licensed legal, tax, and financial professionals for advice specific to your situation;
7. If you are Muslim or subject to forced heirship laws, additional restrictions apply to your use of the Services;
8. You accept the risks associated with blockchain technology, smart contracts, and Digital Asset Information.