

Y.O.D.O. Ltd – Terms of Service

Effective Date: 1 September 2025

These Terms of Service (“Terms”) govern your use of the Y.O.D.O. platform (“Service”) provided by Y.O.D.O. Ltd, a company registered in England and Wales (Company No. 15736034), with its registered office at 42 Mayfair Gardens, Southampton, SO15 2TW, United Kingdom (“Y.O.D.O.”, “we”, “our”, or “us”).

By accessing or using the Service, you confirm that you accept and agree to be bound by these Terms. If you do not agree, you must not use the Service.

Important Notice: The Service is not a substitute for legal, financial, medical, or crisis-management advice. It does not replace professional guidance or legally binding instruments such as wills or trusts.

1. Introduction

These Terms constitute a legally binding agreement between you and Y.O.D.O. Ltd regarding your access to and use of the Service.

The Service is designed to help Users stay connected during life by alerting designated Delegates—such as trusted friends, family members, carers, or professionals—when periods of unexpected silence or unresponsiveness are detected. This allows others to check in and offer support during times of uncertainty. In addition, Users may schedule messages for delivery to selected individuals (Recipients) in the event of confirmed death or sustained loss of contact, as determined through periodic check-ins and verification procedures.

Consent to use the Service and engage with its features is deemed valid when actions are taken via the account dashboard or in response to system check-ins.

2. Definitions

- **User:** An individual who registers and holds a paid subscription account on the Y.O.D.O. platform.
- **Delegates:** Individuals designated by a User to receive alerts and confirm their wellbeing or passing. Delegates are required to create a free Delegate account to fulfil their role. Delegates may, at their discretion, upgrade to a paid User subscription at any time.
- **Special Delegates:** Professionals (e.g., solicitors, notaries) appointed by a User to support their next of kin. Special Delegates are required to create a free account to perform their responsibilities. Their account provides access to a limited dashboard

displaying only the Users who have appointed them and minimal related information necessary for verification and confirmation. Special Delegates cannot upgrade their account to a User subscription; this role is provided exclusively in connection with the appointing User's paid subscription and cannot be used independently.

- **Recipients:** Individuals chosen by a User to receive posthumous communications.
- **Check-in:** Scheduled prompts requiring confirmation of the User's ongoing activity.

3. Eligibility

You must be at least 18 years old to be a User, Delegate, or Special Delegate.

Recipients may be of any age and are not required to be aware of their designation at the time a message is created. However, when a message is triggered for delivery, the Recipient will be required to verify their identity to access it.

If the intended Recipient is under 18 at the time of message activation, access will only be granted if a parent or legal guardian provides verified consent and identity confirmation, following Y.O.D.O.'s Identity Verification Process. Without such verified consent, the message will not be delivered.

4. Account Registration and Security

You must provide accurate and complete information during registration and maintain the confidentiality of your login credentials. You are solely responsible for all activity conducted under your account. You must promptly notify us of any suspected unauthorised access or security breaches.

- **Delegates** must accept their role through Y.O.D.O.'s invitation process and create a free Delegate account in order to fulfil their responsibilities. Delegate accounts provide limited functionality for verification, notifications, and communication, and do not require payment. Delegates may choose to upgrade their account to a paid subscription plan at any time, at which point they will be treated as a User under these Terms.
- **Special Delegates** must also create a free account to perform their role. Their account provides access to a restricted dashboard showing only the Users who have appointed them and minimal related information necessary for verification and confirmation. Special Delegate accounts do not require payment, cannot be used independently, and cannot be upgraded to User accounts.

5. Service Functionality

You may configure either manual (active) or passive check-ins. If you fail to respond to check-ins within the defined timeframe:

- Delegates are alerted;
- Confirmation of passing is requested;
- Upload and validation of a death certificate may be required;
- Recipients must verify their identity before receiving any messages.

Verification may be facilitated through qualified professionals. Y.O.D.O. does not guarantee the actions, timeliness, or reliability of external Special Delegates.

6. User Content and Controls

You may add, edit, or delete content (text, audio, video) at any time prior to confirmed passing. Delegates, Special Delegates, and Recipients can also be added, modified, or removed via the User dashboard. A usage bar indicates storage usage per your active plan.

6.1 Delegate Notifications and User Controls

You may nominate one or more Delegates (e.g., family members, friends, carers, professionals) to support you by confirming your wellbeing in the event of missed check-ins. Delegates must accept their role when first nominated, following Y.O.D.O.'s invitation process. Delegates may withdraw their acceptance at any time by notifying Y.O.D.O. or the User, and may also be withdrawn or deleted by the User at any time via the account dashboard. Notifications to Delegates are controlled by your active subscription plan and dashboard settings:

- In the **Standard plan**, only your **Primary Delegate** is notified first. If they do not respond within the delay you specify (e.g., 6, 12, or 24 hours), the next Delegate in your list is contacted.
- In the **Premium and Supreme plans**, you may choose whether all Delegates are notified simultaneously or in a staged sequence—for example, close family immediately and extended family after a defined delay.
- Notifications are currently sent by **email**, with **SMS alerts** also available for the Primary Delegate. Additional channels may be introduced in future.
- Delegates who are notified will continue to receive status updates until the situation is resolved. Delegates who were not contacted remain undisturbed.

You may modify your Delegate list, notification order, and timing preferences at any time through your account dashboard.

6.2 Temporary Pause of Check-ins

You or a Delegate may initiate a temporary pause of check-in activity in circumstances such as hospitalisation, illness, or where families require breathing space.

During a pause:

- No new check-in prompts will be sent to you;
- Delegates who were previously alerted will continue to receive updates;
- Check-ins will resume automatically after the chosen pause duration (15 or 30 days).

This feature is designed to provide flexibility and compassion during sensitive times, without affecting account continuity or message delivery protocols.

7. Subscriptions and Pricing

- **Standard Plan:** £3.99/month or £39.90/year (14-day free trial)
- **Premium Plan:** £6.99/month or £69.90/year (14-day free trial)
- **Ten-Year Plans:**
 - £249 for Standard
 - £499 for Premium
 - £739 for Supreme (*launching soon; includes maximum storage and future priority features*)
- Monthly and annual subscriptions **auto-renew by default** unless cancelled before the renewal date. During the sign-up process, you will be clearly informed that your subscription includes recurring billing. By confirming payment, you consent to these recurring charges.
- You may cancel your subscription at any time before the next billing date through your dashboard. Upon cancellation, access to paid features continues until the end of the billing period.

Refunds: Payments are non-refundable except where required by law (including within your 14-day cancellation right). Errors and exceptional refund requests may be reviewed on a case-by-case basis.

We may amend pricing with prior notice. Continued use constitutes acceptance of the new terms.

8. Statutory Cooling-Off Period

You have a statutory right to cancel your subscription within 14 days of beginning a paid plan or trial. If you use the Service within this period, you may lose the right to cancel or receive a full refund. Cancellation requests must be made via your dashboard or by email to info@yodo.ltd.

8.1 Statutory Rights

Nothing in these Terms limits or excludes your statutory rights under applicable consumer protection laws, including but not limited to your right to receive a refund during the 14-day cooling-off period under the Consumer Contracts Regulations 2013. If any part of these Terms conflicts with your non-waivable statutory rights, those statutory rights will prevail.

9. Subscription Modifications

Upgrades take effect immediately and are billed on a prorated basis.
Downgrades apply from the next billing cycle. Content exceeding plan limits may be restricted or removed.

10. Identity Verification

Identity verification is required at registration for Users.
Delegates must verify their identity before confirming a passing.
Recipients must verify their identity before accessing a message.
In some cases, official documents such as a death certificate may be requested and processed using secure platforms like Persona or iDenfy.

11. Data Protection and Privacy

We process personal data in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

- All data is encrypted in transit and at rest.
- Y.O.D.O. does not access or review sealed message content during normal operations; access is strictly restricted and only permitted under exceptional circumstances such as legal obligations or security investigations.
- We perform regular backups and maintain secure audit logs.
- Personal data may be transferred to or stored in jurisdictions outside the UK, subject to appropriate safeguards such as Standard Contractual Clauses (SCCs).

See our Privacy Policy for full details.

Data Controller contact: info@yodo.ltd

Accessibility accommodations are available upon request.

12. Storage and Retention

If a scheduled check-in is missed, notifications will be sent according to the User's subscription and preferences.

If no activity or confirmation is received from the User within 60 consecutive days following the missed check-in, all stored data—including messages, media, and account information—will be permanently deleted.

It is the User's responsibility to keep their Delegate list and notification settings accurate to avoid unintended data loss.

13. Plan-Based Storage Limits at Time of Death

Each plan includes specific storage thresholds:

- **Standard, Premium**, and the upcoming **Supreme Plan** allow different levels of stored data and media.
- If your plan does not support the volume of stored content at the time of verified death or inactivity, only the data within your plan's limit will be delivered. Surplus content may be deleted or blocked from delivery without notice.

You are encouraged to monitor your usage bar and upgrade your plan as needed to ensure message delivery.

14. Acceptable Use

You agree not to use the Service to:

- Upload content that is unlawful, infringing, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Violate the privacy or data rights of others.
- Circumvent or interfere with our security features.
- Reverse-engineer, decompile, or disassemble any part of the platform.
- Use bots, scrapers, or automated tools without permission.
- Distribute malware, spam, or deceptive content.

We reserve the right to suspend or terminate your account for violations of this section.

15. Fair Usage and Notifications

To protect system integrity and prevent misuse, we may impose reasonable limits on the frequency or volume of notifications and alerts sent through the platform.

Such limits will be applied fairly and only where necessary to ensure performance and reliability.

16. Use of Third-Party Providers

Y.O.D.O. relies on trusted third-party providers—including AWS, Twilio, Persona, iDenfy, and others—for services such as hosting, communication, and identity verification.

Your use of features powered by these services is also subject to their independent terms and policies.

Y.O.D.O. is not liable for disruptions, errors, or data loss caused by third-party systems.

17. Availability and Disclaimers

We aim for 99.9% uptime but do not guarantee continuous or uninterrupted access.

The Service is provided “as is” and “as available,” without warranties of any kind—whether express or implied—including warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee the successful delivery or accessibility of messages in every circumstance, including but not limited to:

- Service interruptions

- Third-party system failures
- Inaccurate user configuration
- Legal restrictions or conflicts

18. Support

Support is available via email at **info@yodo.ltd**, Monday to Friday (excluding public holidays).

We aim to respond to all queries within **48 hours**.

Support includes assistance with:

- Account access
- Data and privacy inquiries
- Technical issues
- Accessibility accommodations
- Subscription management

19. Beta Features

From time to time, we may offer optional beta or early-access features.

These features are experimental and provided on an “as-is” basis, without warranties or guarantees.

We reserve the right to modify, limit, or discontinue beta features without notice.

Feedback on beta features is welcome and may be used to improve the platform.

20. Intellectual Property

All intellectual property rights in the Service—including all content, source code, algorithms, databases, user interface designs, logos, trademarks, and documentation—belong to Y.O.D.O. Ltd or its licensors.

You retain ownership of your own uploaded content (messages, media, etc.), but by using the Service, you grant Y.O.D.O. a limited, non-exclusive, revocable licence to store, process, and transmit your content for the purposes of delivering the Service.

21. User Licence

Subject to your compliance with these Terms, Y.O.D.O. grants you a limited, non-transferable, revocable licence to access and use the platform for its intended purposes only.

This licence does not permit:

- Resale or commercial exploitation of the Service
- Modification or redistribution of platform code
- Creation of derivative works based on Y.O.D.O.

22. Limitation of Liability

To the fullest extent permitted by law, Y.O.D.O.'s total liability for any claims under these Terms is limited to the total amount paid by you for the Service in the 12 months preceding the claim.

We are not liable for:

- Indirect, incidental, or consequential losses
- Emotional distress, missed communications, or relationship outcomes
- Loss or corruption of data
- Actions or omissions of Delegates or Recipients

Nothing in this section limits liability for fraud, gross negligence, or death/personal injury caused by our negligence.

23. Indemnity

You agree to indemnify, defend, and hold harmless Y.O.D.O. Ltd, its directors, employees, affiliates, and agents from any claims, liabilities, damages, or expenses (including legal fees) arising from:

- Your violation of these Terms
- Your use or misuse of the Service
- Your uploaded content or interactions with other users

- Any third-party claims related to your use of the platform

24. Termination

We may suspend or terminate your account without notice if:

- You breach these Terms;
- You misuse or abuse the platform;
- Required identity verification is not completed;
- We are legally required to do so.

You may terminate your account at any time through your dashboard or by contacting support. Upon termination:

- Your stored content will be handled in accordance with our [Privacy Policy];
- Scheduled message deliveries will be cancelled unless legally obligated to proceed;
- Any active subscriptions will not be refunded unless otherwise required by law.

25. Promotional Offers

From time to time, we may offer limited-time promotions, discounts, or referral incentives. These are discretionary and subject to change or cancellation at any time.

Promotions do not affect your statutory rights.

26. Force Majeure

We are not liable for any failure or delay in performing our obligations due to events beyond our reasonable control, including but not limited to:

- Natural disasters
- Internet outages
- Government actions
- War or terrorism
- Civil unrest

- Service provider failures

27. Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

We may assign or transfer our rights and obligations to an affiliate, successor, or acquirer without restriction.

28. Amendments

We may amend these Terms at any time. If changes are material, we will notify you via email or in-app message at least 14 days in advance.

Continued use of the Service after an amendment constitutes acceptance of the revised Terms. If you do not agree with any updates, you must stop using the Service and may request account closure.

29. Entire Agreement

These Terms constitute the entire agreement between you and Y.O.D.O. Ltd relating to your use of the Service, superseding any prior agreements or communications.

30. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

31. No Waiver

Our failure to enforce any provision of these Terms shall not be construed as a waiver of our right to do so in the future.

32. Survival

Any provisions that by their nature should survive termination of your use of the Service will survive, including but not limited to:

- Intellectual property rights
- Limitations of liability
- Indemnity clauses
- Governing law and jurisdiction

33. Relationship

These Terms do not create any partnership, joint venture, agency, or employment relationship between you and Y.O.D.O. Ltd.

34. Export Control

You agree not to use the Service in violation of any applicable export laws or regulations. You may not access or use the platform from jurisdictions subject to UK government sanctions or where such use is otherwise prohibited by law.

35. International Use

Although the Service is provided under the laws of England and Wales, it may be accessed globally.

If you access the platform from outside the UK, you do so at your own risk. You are responsible for compliance with local laws. Certain rights or protections available to UK consumers may not apply in your jurisdiction.

36. Governing Law

These Terms are governed by and construed in accordance with the laws of **England and Wales**.

You and Y.O.D.O. agree to submit to the exclusive jurisdiction of the **courts of England and Wales** to resolve any legal disputes arising under or in connection with these Terms.

37. Notices

All formal notices to Y.O.D.O. must be sent to **info@yodo.ltd** unless a different email address is specified in an update.

We may contact you using the email address associated with your account or via in-app notifications. It is your responsibility to keep your contact information current.

38. Complaints and Dispute Resolution

If you have a complaint or dispute regarding the Service, please contact us at info@yodo.ltd.

We aim to acknowledge all complaints within **3 business days** and respond fully within **14 working days**. We encourage informal resolution but reserve the right to refer unresolved matters to a certified dispute resolution provider or to court.

39. Contact

For support, feedback, or legal inquiries, contact:

info@yodo.ltd

Monday to Friday (excluding public holidays)