

Terms and Conditions

Filumio (Pty) Ltd

Effective 9 June 2026 · Version 2026-v1

25 Redstone Crescent · support@filumio.com

Effective date: 9 June 2026

Version: 2026-v1

These Terms and Conditions (**Terms**) are a binding agreement between **Filumio (Pty) Ltd (Filumio, we, us)** and you (**you, User**). By creating an account, signing in, or otherwise using the Filumio service, you confirm that you have read, understood, and agree to these Terms, our Acceptable Use Policy, and our Privacy Policy.

Contact: support@filumio.com · **Address:** 25 Redstone Crescent

1. Introduction

Filumio is a secure digital legacy platform. It allows you to store encrypted documents, credentials, final wishes, and estate-related information in a personal vault, designate trusted contacts, and release information progressively through a verified, tiered process aligned to real-world estate administration.

Filumio is **not a law firm** and does **not provide legal advice**. Will builders, readiness checklists, estate guidance, and arrangement directories are informational tools only. You should consult a qualified attorney in your jurisdiction before relying on any document prepared through Filumio.

2. Definitions

- **Vault:** your encrypted digital legacy container and its contents.
- **Trusted Contact:** a person you authorise to receive limited or tiered access under your rules.
- **Tier:** a verified access level that unlocks progressively more sensitive vault content after a life event is reported and official documents are validated.
- **Life Event:** a reported death or other triggering event processed through Filumios attestation workflow.
- **Services:** the Filumio website, applications, APIs, and related features we make available from time to time.
- **Personal Information:** information relating to an identifiable person, as defined under applicable privacy laws (including POPIA, GDPR, UK GDPR, and the Australian Privacy Act).

3. Eligibility and account security

You must be at least **18 years old** and legally capable of entering into a binding contract. You are responsible for:

- providing accurate registration information;
- maintaining the confidentiality of your master password and authentication factors;

- all activity that occurs under your account; and
- promptly notifying us of any unauthorised access or security concern.

We strongly recommend enabling **WebAuthn / biometric login** where available. Filumio cannot recover your master password if you lose it. Loss of credentials may result in permanent loss of access to encrypted vault content.

4. The Services

Subject to these Terms, Filumio provides:

- encrypted vault storage for documents, credentials, and structured legacy data;
- trusted-contact and delegation features;
- tiered, verified release of information after life events;
- audit trails and security controls;
- optional tools including wills guidance, readiness planning, funeral arrangements directory, and cover/policy management; and
- free and premium subscription tiers as described on our pricing page.

We may modify, suspend, or discontinue features with reasonable notice where practicable. Payment processing for premium subscriptions may be introduced or changed; applicable fees will be shown before you are charged.

5. Encryption and data handling

Filumio uses strong encryption (including AES-256) and security controls designed to protect your data in transit and at rest. Depending on the feature, some content may be encrypted in a way that limits what Filumio personnel can read (zero-knowledge or client-side encryption patterns).

You acknowledge that:

- infrastructure may be hosted in jurisdictions outside your home country;
- cross-border transfers are subject to safeguards described in our Privacy Policy and, where required, your consent at registration; and
- you are responsible for ensuring you have a lawful basis to store personal information about third parties (for example, beneficiaries, executors, or family members) in your vault.

6. Death attestation and tiered access

Filumio's tiered release process is designed to reduce fraud and align access with estate-administration milestones. You agree that:

- false, premature, or malicious death reports are prohibited and may result in immediate suspension, referral to authorities, and legal action;

- trusted contacts and attestors must act honestly and in accordance with applicable law;
- Filumio may investigate suspicious activity, delay or deny access, and require additional verification; and
- Filumio does not guarantee that any specific document will be accepted by a court, Master of the High Court, probate registry, revenue authority, or other official body.

7. Your content and responsibilities

You retain ownership of content you upload to your vault. You grant Filumio a limited licence to host, back up, transmit, and process that content solely to provide the Services.

You warrant that:

- you have the right to store and share the content you place in Filumio;
- your content does not infringe third-party rights or violate applicable law; and
- information you provide about third parties is accurate to the best of your knowledge.

You must not use Filumio for unlawful purposes. See our Acceptable Use Policy for prohibited conduct.

8. Intellectual property

Filumio owns all rights in the Filumio platform, software, branding, documentation, and underlying technology. These Terms do not transfer any ownership of Filumio intellectual property to you.

9. Subscription, fees, and cancellation

Free-tier features are provided at no charge subject to usage limits published on our website. Premium features require a paid subscription at the price shown for your region.

You may cancel or downgrade in accordance with in-app settings. Fees already paid are non-refundable except where required by law. On cancellation, your data remains subject to these Terms and our retention practices until you delete your account or we delete data in accordance with our Privacy Policy.

10. Suspension and termination

We may suspend or terminate your access immediately if we reasonably believe you have:

- breached these Terms or the Acceptable Use Policy;
- engaged in fraud, abuse, or unlawful activity;
- created risk to other users, Filumio, or third parties; or
- failed to pay applicable fees.

You may close your account at any time through Settings or by contacting us. Provisions that by their nature should survive termination (including limitations of liability, indemnity, and dispute resolution) will survive.

11. Disclaimers

THE SERVICES ARE PROVIDED **AS IS** AND **AS AVAILABLE**. TO THE FULLEST EXTENT PERMITTED BY LAW, FILUMIO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Filumio does not warrant uninterrupted or error-free operation, that vault content will meet any official legal requirement, or that tier releases will occur within any specific timeframe.

12. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FILUMIOS TOTAL LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID TO FILUMIO IN THE **12 MONTHS** PRECEDING THE CLAIM, OR (B) **ZAR 1,000**.

FILUMIO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS, OR EMOTIONAL DISTRESS, EVEN IF ADVISED OF THE POSSIBILITY.

Nothing in these Terms limits liability that cannot be limited under applicable law (including liability for death or personal injury caused by negligence, or fraud).

13. Indemnity

You agree to indemnify and hold harmless Filumio, its directors, employees, and contractors against any loss, claim, damage, or expense (including reasonable legal fees) arising from:

- your vault content or your use of the Services;
- your breach of these Terms or applicable law;
- a false or fraudulent death attestation or unauthorised access attempt; or
- any dispute between you and a trusted contact, beneficiary, or executor.

14. Privacy

Our Privacy Policy explains how we collect, use, store, and protect Personal Information. By using Filumio, you acknowledge that policy.

15. Changes to these Terms

We may update these Terms from time to time. We will give at least **30 days** notice of material changes by email or in-app notice. Continued use after the effective date constitutes acceptance. If you do not agree, you must stop using the Services and may close your account.

When we publish a new version, you may be asked to re-accept the updated Terms, Acceptable Use Policy,

and Privacy Policy on your next sign-in.

16. Governing law and disputes

These Terms are governed by the laws of the **Republic of South Africa**, unless mandatory consumer protection laws in your country require otherwise.

Any dispute shall first be referred to mediation in **Cape Town**. If not resolved within **30 days**, the dispute shall be finally resolved by arbitration under the rules of the **Arbitration Foundation of Southern Africa (AFSA)**. Either party may seek urgent interim relief from a court of competent jurisdiction.

17. General

- **Entire agreement:** These Terms, the Acceptable Use Policy, and the Privacy Policy constitute the entire agreement regarding the Services.
- **Severability:** If any provision is invalid, the remainder remains in effect.
- **No waiver:** Failure to enforce a provision is not a waiver.
- **Assignment:** You may not assign your rights without our consent. We may assign to an affiliate or successor.

Filumio (Pty) Ltd, 25 Redstone Crescent