



Willow - Terms and Conditions (T&C)

1. Introduction and Acceptance of Terms

Welcome to Willow. Please read these Terms and Conditions ("T&C") and our Privacy Policy carefully, as they govern the use of our website ("Website"), services ("Services"), and mobile application ("App"). The Website, Services, and App are collectively referred to as "Services."

By using our Services, you agree to these T&C. If you do not agree to these T&C, you may not use our Services.

2. Privacy and Data Collection via WhatsApp

Willow collects, stores, and processes data you provide through our Services, including via the WhatsApp messaging service. This data may include text, voice, and other media files necessary for the creation and management of your content.

By using our Services via WhatsApp, you expressly agree to Willow collecting, processing, and storing your personal data in accordance with our Privacy Policy. More details can be found in our Privacy Policy, which is an integral part of these T&C.

3. Eligibility to Use the Services

You may use the Services only if you are at least 18 years old, capable of forming a legally binding contract, and not otherwise barred from using the Services under applicable law.

4. Changes to Terms or Services

Willow reserves the right to amend these T&C from time to time. We will inform you of significant changes by posting them on our Website and App or by other means. Your continued use of the Services signifies your acceptance of the amended T&C.

5. User Data and Content

5.1. User Content:

You may provide content such as text, audio recordings, videos, and other files through the Services ("User Content"). You grant Willow a non-exclusive, transferable, worldwide, royalty-free license to use, store, process, and display this content for providing the Services.

5.2. Responsibility:

Users bear sole responsibility for the content they provide. They explicitly guarantee that:

- they hold all necessary rights, licenses, and permissions to use and share the content they provide through the Services;



- their content does not infringe upon any third-party rights, including but not limited to copyrights, personality rights, trademark rights, or data protection rights.

If a user's content violates the rights of third parties, the user assumes full liability and indemnifies Willow against any claims, demands, costs, or damages that may arise as a result.

Users acknowledge that they are aware of the potential legal consequences of violating these obligations and accept that Willow cannot be held liable for any content provided or shared by users.

Users agree to indemnify and hold harmless Willow, its representatives, employees, and partners from any claims, demands, damages, or costs (including reasonable attorney's fees) arising from the use of the Services, violations of these Terms, or infringement of third-party rights. This includes claims resulting from misuse of the Services or violations of applicable laws.

6. Payment Terms

Certain parts of the Services may incur fees, which will be communicated to you prior to use. By paying, you agree to the applicable payment terms.

7. Data Processing via WhatsApp

7.1. Types of Data Collected:

Willow collects data provided via WhatsApp, including but not limited to text messages, voice messages, and other media files. This data is used exclusively for the agreed Services.

7.2. Consent to Data Processing:

By using WhatsApp in conjunction with our Services, you agree to the processing of your data under the Privacy Policy. You may withdraw your consent at any time, which may restrict your ability to use the Services.

8. Rights and Obligations of Users

You agree to use the Services in accordance with these T&C and applicable laws. Any misuse of the Services is strictly prohibited.

9. Anti-Discrimination

Willow prohibits any form of discrimination related to the Services. Users may not create or share content that discriminates based on race, gender, age, religion, sexual orientation, disability, or other protected characteristics. Violations of this policy may result in immediate suspension or termination of access to the Services.

10. Limitation of Liability



Willow is not liable for indirect, incidental, or consequential damages, including but not limited to data loss, lost profits, or business interruptions. Willow assumes no responsibility for the content provided or shared by users. Users are solely responsible for their content and must ensure it complies with these T&C, particularly Section 9. While Willow makes every effort to remove discriminatory content and keep the platform free of it, no guarantees can be made, and Willow is not liable for the dissemination of such content by users.

Willow's maximum liability for direct damages arising from the use of the Services is limited to the amount the user paid to Willow in the six months preceding the event giving rise to the liability. In no case shall Willow's liability exceed this amount.

11. Retention of Ownership

All rights, titles, and interests in the Services, including all related content and technologies, remain with Willow. Users receive no ownership rights but only a limited, revocable license to use the Services.

12. International Data Transfers

Willow may transfer personal data to third-party providers outside the EU. In such cases, Willow ensures appropriate safeguards are in place, including standard contractual clauses or equivalent mechanisms, in compliance with the General Data Protection Regulation (GDPR).

13. Data Retention Policy

Willow retains personal data only for as long as necessary to provide the Services or comply with legal obligations. After the relevant periods, the data is securely deleted or anonymized.

14. Statistical Analysis and Service Improvements

Willow uses anonymized and aggregated data for statistical analysis and improving the Services. This data helps optimize functionality and understand usage patterns without disclosing personal information.

15. Data Sharing with Third Parties

Willow collaborates with third-party providers to deliver certain features of the Services (e.g., payment processing, hosting). Additionally, data may be shared with providers offering products or services related to Willow's Services, such as photo books or family trees. These providers receive only the data necessary for their services and must comply with applicable data protection laws.

16. Management of Memoirs Post-Mortem



Users can leave instructions for managing their memoirs after their death. These instructions may include whether the memoirs should be deleted, archived, or remain accessible. Willow will implement these instructions within legal and technical constraints.

17. Disclaimer

The Services are provided "as is." Willow makes no guarantees regarding the accuracy, completeness, or availability of the Services, to the extent permitted by law.

Willow does not guarantee that content generated based on user inputs will always be complete, accurate, or error-free. Users are responsible for reviewing the generated content and ensuring it meets their requirements.

18. Termination of Services

Willow reserves the right to suspend or terminate your use of the Services at any time and without notice, particularly in the event of a violation of these T&C.

19. Governing Law and Jurisdiction

These T&C are governed by Austrian law. The exclusive jurisdiction for all disputes is Vienna, to the extent legally permissible.

20. Contact

If you have questions about these T&C or our Services, please contact us at support@willow.com.

These Terms and Conditions were last updated on 16.01.2025.