LEGAL

Access and Legacy Designation Agreement

Clear to Send · https://cleartosend.ai/access-designation-agreement

Version 1.0 · Effective October 31, 2026

1. About this agreement

This Access and Legacy Designation Agreement (the "Agreement") is between Epiphany AI LLC, a South Dakota limited liability company doing business as Clear to Send ("Clear to Send," "we," "us"), and the owner of a Personal & Family vault who uses our designation tools ("you" or the "Owner"). Part 2 also applies to each person you name, who accepts it separately.

This Agreement is separate from and distinct from the Clear to Send Terms of Service. You accept it by completing a designation in the Service, and you can change or delete any designation at any time from the Access page of your account. Where you live in a state that has adopted the Revised Uniform Fiduciary Access to Digital Assets Act (in South Dakota, SDCL chapter 55-19), our designation tools are an "online tool" under that Act, and your directions in them take priority over a different direction in your will, trust, power of attorney or other record.

Except as stated here, the Terms of Service and Privacy Policy apply, including the dispute resolution, governing law and limitation of liability sections of the Terms.

2. Definitions

- **Authorized Viewer**: a person you name to view and download selected folders in your vault while you are alive.
- **Designated Recipient**: a person you name to receive access to selected folders in your vault after your death.
- **Backup Designated Recipient**: a person you name to act if your Designated Recipient has died, declines, or cannot be verified.
- **Trusted Contact**: a person you name for emergency access under the trusted contact rules shown in the Service. Trusted Contacts are not covered by this Agreement except where it says so.
- **Personal Representative**: an executor, administrator or other person with legal authority over your estate, shown by letters testamentary, letters of administration, a small-estate affidavit, a summary administration order or a court order.
- **Selected Folders**: the folders you choose for each person you name.

3. Who can make designations

You must be the owner of an active or read-only Personal & Family vault, at least 18 years old, a U.S. resident, and able to manage your own affairs when you make a designation. You confirm your identity with your password and two-factor authentication each time you create, change or delete a designation. You may name up to 5 Authorized Viewers and up to 3 Designated Recipients, plus one Backup Designated Recipient. The same person may hold more than one role.

We record each designation, the version of this Agreement you accepted, the date and time, and your IP address and device. You will receive an email confirming each designation and each change.

Part 1: Your directions as the Owner

4. Authorized Viewers

What they can do. An Authorized Viewer can view and download the documents in your Selected Folders. They cannot upload, edit, delete, share, create packages, invite others, change settings or see folders you did not select. Downloads are watermarked with the viewer's name.

When access starts. Access starts when the person accepts the invitation, verifies their email, sets up two-factor authentication and accepts Part 2.

Notices to you. We email you each time an Authorized Viewer opens a document, and you can see every view and download on your activity log.

If you become unable to manage your affairs. Access continues if you later become unable to manage your own affairs. That is one purpose of this feature. We do not monitor your capacity.

Not a power of attorney. An Authorized Viewer is not your agent or attorney-in-fact and has no authority to act for you with anyone. Naming one does not replace a power of attorney.

When access ends. Access ends when you remove the person or delete the designation; when the person declines or deletes their account; when a court order or a guardian or conservator ends it under Section 9; or when we receive a credible report of your death under Section 6.

5. Health information

Some folders, including the Medical folder, may hold health information. A person you name cannot see health information unless you tick a separate box giving that consent. One consent covers all health information in the Selected Folders for that person. You can withdraw it at any time without ending the rest of their access. Our Consumer Health Data Privacy Policy describes your rights over consumer health data.

6. When we are told of your death

When we receive a credible report of your death from anyone, we will freeze your vault, pause billing, suspend all Authorized Viewer and Trusted Contact access, and close any open trusted contact requests. Nothing is deleted. If the report is not true, you can restore everything by signing in with your password and two-factor authentication.

7. Designated Recipients after your death

Request. A Designated Recipient may ask for access by submitting a certified copy of your death certificate and completing identity verification with a government-issued photo ID. For a death outside the United States, we accept a Consular Report of Death of a U.S. Citizen Abroad, or a foreign death certificate with an apostille and a certified English translation, and those requests are reviewed by our staff.

Notice period. When a request is complete, we notify your account email address and mobile number, any household partner login, all Trusted Contacts and all other Designated Recipients. If no one objects within 7 days, we grant access. If anyone objects, our staff review the request before any access is granted.

Initial access. Initial access is read-only access to the Selected Folders for 90 days, with watermarked downloads. A Designated Recipient cannot delete documents, create packages, share documents through the Service or close the account during this period.

Full access. If the Designated Recipient later provides letters testamentary, letters of administration, a small-estate affidavit or summary administration order valid in your home state, or a court order, we may extend access beyond 90 days and to additional folders as that document allows.

Backup. If your Designated Recipient has died, declines, or cannot be verified, your Backup Designated Recipient may make a request under this Section.

Timing. We aim to respond to a complete request within 60 days. We delete death certificates, identity documents and other proof 90 days after the request is closed, and keep the request record in the audit log.

States without the Act. If you lived in a state that has not adopted the Revised Uniform Fiduciary Access to Digital Assets Act at the time of your death, we will grant access after death only when the Designated Recipient also provides one of the documents listed under Full access.

8. Your children's documents

If documents in your vault are tagged to a child, we will show you that when you select folders. After your death, we may release a child's tagged documents to the child's surviving parent, on proof of parentage and identity, or to a court-appointed guardian, on certified letters of guardianship, whether or not that person is a Designated Recipient.

9. Guardians, conservators, capacity concerns and competing claims

Guardians and conservators. If a court appoints a guardian or conservator for you, we will verify the certified court order, notify you and your Authorized Viewers, give the guardian or conservator only the access the order grants, and suspend an Authorized Viewer's access if the guardian or conservator asks us to in writing.

Capacity concerns. If someone tells us you lacked capacity when you made a designation, we will log the report and ask you to reconfirm the designation with your password and two-factor authentication within 7 days. If you reconfirm, the designation stays in place. If you do not, we pause the affected access until you reconfirm or a court orders otherwise.

Personal Representatives. Your Personal Representative may request access under applicable law, separately from any Designated Recipient. If both have access, we will tell the Personal Representative that a Designated Recipient exists and provide the activity log.

Competing claims. If two or more people claim authority over your vault at the same time, we will make no new grants, preserve all documents, and notify each claimant. We follow this order: (1) a court order; (2) your directions in this Agreement; (3) a court-appointed Personal Representative; (4) a person holding a small-estate affidavit; (5) anyone else. We do not decide disputes between claimants; those belong in court.

10. Activity logs

Every view, download, designation and change is recorded in your vault's audit log and kept for 7 years, as described in Section 16.2 of the Terms of Service. You can see the log at any time. After your death, we provide it to a verified Designated Recipient or Personal Representative on request.

11. What this Agreement does not do

This Agreement does not create a power of attorney, appoint an executor, make anyone your legal agent, or transfer ownership of any property. Documents in your vault remain your property and, after your death, part of your estate. Clear to Send is not a law firm and does not provide legal advice. Our designation tools are not a substitute for a will, power of attorney or other estate-planning documents.

12. Our discretion and responsibilities

As permitted by law, we decide whether to grant full access, partial access or copies, and we may refuse or delay access if a request is incomplete, cannot be verified, or appears fraudulent. We are not responsible for what a person you name does with documents after they view or download them. To the extent permitted by law, our liability is limited as stated in the Terms of Service.

Part 2: Terms for Authorized Viewers and Designated Recipients

Each person you name must accept these terms before receiving access:

> I understand that [Owner] has allowed me to view certain documents in their Clear to Send vault. I agree to use them only for [Owner]'s benefit, or after [Owner]'s death only for the benefit of [Owner]'s estate and as the law allows; to keep them confidential and not share, forward, publish or sell them except as [Owner] directs or the law requires; not to try to access anything I have not been given; to delete copies I no longer need for that purpose; and to tell Clear to Send right away if I think my account has been compromised. I understand that this access does not make me [Owner]'s legal agent or executor; that it can be ended at any time as described in the Access and Legacy Designation Agreement; and that my activity is logged and reported to [Owner]. I am responsible for, and will indemnify Clear to Send against, claims caused by my misuse of these documents. I agree to the Clear to Send Terms of Service and Privacy Policy, including their dispute resolution and limitation of liability sections.

13. Changes and contact

We may update this Agreement. Changes that reduce your rights take effect only after we notify you by email at least 30 days in advance, and existing designations continue under the version you accepted until you confirm the new one. Questions: Epiphany AI LLC (dba Clear to Send), 19692 Fish Ln, Spearfish, SD 57783; phone 515-462-0124; email admin@epiphanyai.ai.