

# Digital Legacy Manager (DLM)

## Terms and Conditions

Effective Date: May 1st, 2025

### 1. Introduction

Welcome to Digital Legacy Manager ("DLM", "we", "our", or "us"). DLM is a platform designed to help users manage, store, and securely distribute their digital legacy data in the event of their death. These Terms and Conditions ("Terms") govern your use of our services and website.

### 2. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use DLM. By using our services, you affirm that you meet these eligibility requirements.

### 3. User Responsibilities

- Maintain the confidentiality of your login credentials;
- Ensure the accuracy and legality of the data and assets you upload or store;
- Regularly update your profile and legacy preferences;
- Assign trustworthy legacy contacts or digital executors.

### 4. Data Privacy and Security

We prioritize the privacy and security of your data. All personal and sensitive data is stored securely and encrypted. DLM is committed to complying with international and local data protection laws, including the General Data Protection Regulation (GDPR) and the Kenya Data Protection Act (2019).

### 5. Digital Executors and Legacy Access

By designating digital executors, you grant them access to your digital assets after your confirmed death. You are responsible for ensuring their contact details are accurate and up to date.

### 6. Source and Legality of Stored Assets

DLM provides a secure storage and management system for digital information. However, we do not verify or assume responsibility for the source, legality, or legitimacy of any digital wealth or assets stored on the

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platform. It is the sole responsibility of users to ensure that any digital or financial data entered into the system does not originate from illegal activities or violate any local, national, or international laws. By using DLM, you agree to indemnify and hold DLM harmless from any claims, investigations, or legal actions arising from the content or origin of the data you store.

### **7. Termination of Account**

You may delete your account at any time. We reserve the right to suspend or terminate your account if you breach these Terms, your actions threaten the platform, or we are legally required to do so.

### **8. Disclaimer of Warranties**

DLM is provided "as is" and "as available." We do not guarantee uninterrupted or error-free operation. We are not responsible for delays, data loss, or unauthorized third-party access beyond our control.

### **9. Limitation of Liability**

To the extent permitted by law, DLM shall not be liable for any indirect, incidental, or consequential damages arising from your use of our services.

### **10. Modifications**

We may modify these Terms at any time. Changes will be posted with a new effective date. Continued use of DLM after such changes constitutes acceptance.

### **11. Governing Law**

These Terms are governed by the laws of [Your Jurisdiction]. Disputes shall be resolved in courts of [Your Jurisdiction].

## **Privacy Policy**

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# Digital Legacy Manager (DLM)

## 1. Data Controller

Name: Digital Legacy Manager

Email: digitallegacymanager@gmail.com

## 2. What Data We Collect

- Identification information - Name, ID/passport, DOB
- Contact information - Email, phone
- Account details - Login credentials
- Digital asset data - Legacy files, metadata
- Executor details - Their contact information
- Device and usage data - IP, browser type

## 3. How We Use Your Data

- To provide and maintain DLM
- To verify your identity
- To store/manage your digital legacy
- To alert your digital executors after death
- To meet legal obligations

## 4. Lawful Basis for Processing

We rely on your consent, contractual necessity, legal obligations, or our legitimate interests.

## 5. Your Data Protection Rights

- Right to be informed
- Right to access/correct/delete data
- Right to object or restrict processing
- Right to withdraw consent
- Right to complain to the Office of the Data Protection Commissioner (ODPC)

## 6. Data Sharing

We do not sell data. We may share data with your digital executors (after verification), legal authorities, or

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verified service providers.

### **7. Data Retention**

We retain data as long as needed for service and legal compliance. Upon death or deletion, we act per your settings and law.

### **8. Data Security**

We use encryption, access controls, and other safeguards to protect your data.

### **9. Cross-Border Transfer**

Data may be processed outside Kenya in compliance with the Kenya Data Protection Act.

### **10. Updates**

We may update this policy. You will be notified via email or platform alert.

### **11. Contact**

Email: [digitallegacymanager@gmail.com](mailto:digitallegacymanager@gmail.com)