

# Exit Plan Legacy Ltd

## Terms and Conditions of Service

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Please read these Terms and Conditions carefully before using the Exit Plan Legacy Service. By creating an account or using the Service you agree to be bound by these Terms and Conditions.

### 1. Interpretation and Definitions

**"Company"** means Exit Plan Legacy Ltd, a company registered in Scotland.

**"Service"** means The Exit Plan Legacy digital platform, including the website at [exitplanlegacy.co.uk](https://exitplanlegacy.co.uk) and the Exit Plan Legacy mobile application.

**"Subscriber"** means An individual who has registered for and holds an active subscription to the Service.

**"Vault"** means The Subscriber's secure, encrypted personal data storage environment within the Service, containing twelve structured modules.

**"Nominated Contact"** means The person or persons designated by the Subscriber to receive access to the Vault following the Subscriber's death and to advise the Company of the Subscriber's passing.

**"Death Notification"** means Formal notification received by the Company that a Subscriber has passed away, in accordance with clause 9.

**"Shadow Access Token"** means A one-time, time-limited secure access link generated for each Nominated Contact upon Death Notification, providing read-only access to the Subscriber's Vault.

**"Tell Us Once"** means The UK government's death notification service, through which death can be reported to multiple government departments simultaneously.

**"Subscription Fee"** means The monthly fee payable by the Subscriber for access to the Service.

**"Review"** means The six-monthly prompt to review and update Vault contents.

### 2. Acceptance of Terms

**2.1** By creating an account, completing the registration process, or using any part of the Service, you agree to be bound by these Terms and Conditions in their entirety.

**2.2** If you do not agree to these Terms and Conditions, you must not use the Service.

**2.3** You must be at least 18 years of age to use the Service. By accepting these Terms and Conditions, you confirm that you are aged 18 or over.

**2.4** These Terms and Conditions constitute the entire agreement between you and the Company in relation to the Service and supersede all prior agreements, representations, and understandings.

**2.5** The Company reserves the right to amend these Terms and Conditions at any time. You will be notified of material changes by email to your registered address at least 30 days before the change takes effect. Your continued use of the Service after that date constitutes acceptance of the updated Terms and Conditions.

### 3. Description of the Service

### **3.1 Individual Plan**

The Individual Plan provides the Subscriber with access to the secure digital Vault containing twelve structured modules covering funeral wishes, insurance, bank accounts, investments, UK property, assets abroad, will and executors, power of attorney, pensions, digital assets, messages and personal documents, and business interests. The Individual Plan includes a nominated contact facility, six-monthly review reminders, Tell Us Once death notification integration, and partner directory access. On Death Notification, one-time Shadow Access Tokens are generated for each Nominated Contact enabling read-only access to the Vault. The monthly Subscription Fee for the Individual Plan is **£9.99 per month**. This price is locked for the lifetime of the subscription and will not increase.

### **3.2 Individual Managed Plan and Couples Managed Plan**

Individual Managed and Couples Managed plans are not currently available. They are planned for future release. Details will be published on the website when available.

### **3.3 Partner Network**

The Service includes a directory of partner funeral directors, solicitors, and other professionals. The Company does not endorse, warrant, or guarantee the services of any partner. Any contract entered into with a partner is a separate contract between you and that partner. The Company may receive commission on closed sales in connection with partner referrals. This does not affect the price you pay to the partner.

### **3.4 Service Availability**

The Company will use reasonable endeavours to ensure the Service is available at all times but does not guarantee uninterrupted access. The Service may be temporarily unavailable due to maintenance, technical issues, or circumstances beyond the Company's control.

## **4. Account Registration and Security**

**4.1** To use the Service you must register for an account by providing accurate, complete, and current information including your full legal name, date of birth, email address, and a password. You will be asked to verify your email address by entering a one-time code sent to you by the Company.

**4.2** You are responsible for maintaining the confidentiality of your account login credentials and for all activity that occurs under your account. You must notify the Company immediately at [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk) if you believe your account has been compromised.

**4.3** The Company reserves the right to suspend or terminate your account if it reasonably believes that your account credentials have been compromised or that your account is being used fraudulently.

**4.4** You must not share your account credentials with any third party. Each account is for the personal use of a single individual.

**4.5** You warrant that all information provided during registration and throughout the period of your subscription is accurate, truthful, and kept up to date. The Company accepts no liability for any loss arising from inaccurate information provided by you.

## **5. The Vault — Storage, Security, and Accuracy**

**5.1** The Vault is a secure, encrypted personal data storage environment. All data stored within the Vault is encrypted using industry-standard AES-256 encryption at rest and in transit.

**5.2** The Company stores all Subscriber data on servers located within the United Kingdom. Data will not be transferred outside of the UK or European Economic Area without your prior consent.

**5.3** You are solely responsible for the accuracy, completeness, and currency of all information stored in your Vault. The Company does not verify the accuracy of Vault contents and accepts no liability for any loss arising from inaccurate, incomplete, or outdated information.

**5.4** You are strongly encouraged to complete the six-monthly Review to ensure your Vault remains accurate and reflects your current wishes and circumstances.

**5.5** The Company will retain your Vault data for 90 days following cancellation of your subscription, after which it will be permanently deleted. You will receive an email reminder before deletion occurs.

**5.6** In the event of a data breach affecting your personal data, the Company will notify you and the Information Commissioner's Office in accordance with its obligations under UK GDPR and the Data Protection Act 2018.

**5.7** You acknowledge that the Vault is not a substitute for professional legal, financial, or estate planning advice. The Company strongly recommends that you obtain such advice independently.

## **6. Nominated Contact**

**6.1** During or following registration you may nominate one or more Nominated Contacts. Each Nominated Contact must be aged 18 or over. You are responsible for obtaining their consent to be named as your Nominated Contact and for providing them with accurate contact details.

**6.2** The Nominated Contact is the primary channel through which the Company expects to receive Death Notification. The Nominated Contact is responsible for advising the Company of the Subscriber's passing using the notification process at [exitplanlegacy.co.uk](https://exitplanlegacy.co.uk).

**6.3** You may change your Nominated Contacts at any time through the Account Settings section of the Service. Changes take effect immediately upon saving.

**6.4** Following verified Death Notification, each Nominated Contact will receive a Shadow Access Token — a one-time secure link providing read-only access to your Vault for 72 hours. After first access or expiry, the token is permanently invalidated.

**6.5** The Company accepts no liability for any failure by a Nominated Contact to fulfil their responsibilities, including failure to notify the Company of the Subscriber's death.

**6.6** The Nominated Contact does not need to create an account or subscribe to the Service. Their access is provided solely through the Shadow Access Token following Death Notification.

## **7. Subscription Fees and Payment**

**7.1** The monthly Subscription Fee for the Individual Plan is £9.99 per month inclusive of VAT. This price is locked for the lifetime of your subscription and will not increase while your subscription remains active and in good standing.

**7.2** All Subscription Fees are charged monthly in advance. Payment is taken on the same date each month as your initial subscription date. If that date does not exist in a given month, payment is taken on the last day of that month.

**7.3** Payment is processed via Stripe. By providing your payment details, you authorise the Company to charge your payment method automatically each month. Your payment details are held securely by Stripe and are not stored by the Company.

**7.4** If a payment fails, the Company will attempt to collect payment again within 3 days. If payment remains outstanding after 10 days, the Company reserves the right to suspend access to your Vault until payment is received.

**7.5** Subscription Fees are non-refundable except as set out in clause 12 or as required by applicable consumer protection law.

**7.6** VAT is included in all stated prices. The Company will provide a VAT receipt upon request.

## **8. Death Notification**

**8.1** The Company may receive Death Notification through any of the following channels: the Nominated Contact via the online notification form; a partner funeral director via the partner portal; a partner solicitor upon initiation of probate proceedings; or the Tell Us Once government death notification service.

**8.2** On receipt of a Death Notification, the Company will verify the notification and, once verified, generate a Shadow Access Token for each Nominated Contact on the Subscriber's account. Each token provides one-time read-only access to the Vault for 72 hours.

**8.3** The Company will use reasonable endeavours to process Death Notifications promptly. The Company accepts no liability for delays in processing arising from incomplete information or circumstances beyond its control.

**8.4** The Company reserves the right to request supporting documentation to verify a Death Notification. The Company will not release Vault access on the basis of a Death Notification that it has reasonable grounds to question.

## **9. Inactivity Detection and Welfare Checks**

**9.1** The Service monitors Subscriber login activity. Where no login has been recorded for a period of six months, the Company will send a welfare check email to the Subscriber's registered email address.

**9.2** If no response to the welfare check email is received within 14 days, the Company will send a secondary notification to the Nominated Contact requesting that they confirm the Subscriber's wellbeing.

**9.3** Inactivity detection does not constitute confirmation of death and will not trigger Vault release. The Death Notification process set out in clause 8 must be completed before any Vault access is granted.

**9.4** By agreeing to these Terms and Conditions you consent to the Company contacting your Nominated Contact in the circumstances described in this clause.

## **10. Cancellation, Cooling-Off Period, and Termination**

### **10.1 Cooling-Off Period**

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your subscription within 14 days of your initial registration without giving any reason. To exercise this right, contact us at [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk) within 14 days. A full refund of any amounts paid will be processed within 14 days of cancellation.

### **10.2 Cancellation After Cooling-Off Period**

After the 14-day cooling-off period, you may cancel your subscription at any time by accessing Account Settings within the Service or by emailing [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk). Cancellation will take effect at the end of the current billing period. No refund will be given for the remainder of the current billing period.

### **10.3 Effect of Cancellation**

Upon cancellation, your access to the Service will cease at the end of the current billing period. Your Vault data will be retained for 90 days following cancellation, after which it will be permanently and irreversibly deleted. You may resubscribe within the 90-day window to restore your data and continue your subscription.

#### **10.4 Termination by the Company**

The Company may suspend or terminate your account immediately and without notice if:

- You breach any material term of these Terms and Conditions
- You provide false or misleading information during registration or at any time during your subscription
- Your use of the Service is or appears to be fraudulent
- Payment of the Subscription Fee remains outstanding for more than 30 days despite notification
- The Company is required to do so by law or court order

Where the Company terminates your account other than for the reasons set out above, it will provide 30 days' written notice and will refund any Subscription Fees paid in advance for the period following termination.

### **11. Data Protection and Privacy**

**11.1** The Company is a data controller for the purposes of UK GDPR and the Data Protection Act 2018. The Company's full Privacy Policy is available at [exitplanlegacy.co.uk](https://exitplanlegacy.co.uk) and forms part of these Terms and Conditions.

**11.2** The Vault contains special category data within the meaning of UK GDPR Article 9. This data is processed solely for the purpose of providing the Service and will not be used for any other purpose without your explicit consent.

**11.3** You have the right to access, rectify, erase, restrict, port, and object to the processing of your personal data. To exercise any of these rights please contact [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk).

**11.4** You have the right to lodge a complaint with the Information Commissioner's Office (ICO) at [ico.org.uk](https://ico.org.uk) if you believe your personal data has been processed in breach of UK GDPR.

**11.5** The Company will never sell your personal data to third parties or use it for advertising purposes.

### **12. Confidentiality of Vault Contents**

**12.1** The contents of your Vault are entirely private. The Company will not disclose the contents of your Vault to any third party except: to your Nominated Contacts following successful Death Notification verification; where required by law, court order, or regulatory authority; or to the Company's data processors acting under strict data processing agreements.

**12.2** The Company's staff who have access to Vault data for operational purposes are bound by contractual confidentiality obligations and receive appropriate data protection training.

### **13. Partner Network**

**13.1** The Service includes a directory of partner professionals. Partners are listed on a commercial basis. The Company does not endorse, warrant, or guarantee the services of any partner listed in the directory.

**13.2** When you submit an enquiry to a partner, your name, email address, and telephone number will be shared with that partner for the purpose of responding to your enquiry.

**13.3** Any contract for services entered into between you and a partner is a separate contract between you and that partner. The Company is not a party to that contract and accepts no responsibility or liability in relation to it.

**13.4** The Company may receive commission on closed sales from partners in connection with services purchased following a referral. This does not affect the price you pay to the partner.

## **14. Intellectual Property**

**14.1** All intellectual property rights in the Service, including but not limited to the software, design, branding, text, and structure, are owned by or licensed to the Company.

**14.2** You are granted a limited, non-exclusive, non-transferable licence to use the Service for your personal end-of-life planning purposes in accordance with these Terms and Conditions.

**14.3** You retain ownership of all content you upload to your Vault. By storing content in your Vault, you grant the Company a limited licence to store, process, and transmit that content solely for the purpose of providing the Service.

**14.4** You must not copy, reproduce, modify, or distribute any part of the Service without the Company's prior written consent.

## **15. Limitation of Liability**

**15.1** Nothing in these Terms and Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

**15.2** Subject to clause 15.1, the Company's total aggregate liability to you arising out of or in connection with these Terms and Conditions shall not exceed the total Subscription Fees paid by you in the 12 months preceding the event giving rise to the claim.

**15.3** Subject to clause 15.1, the Company shall not be liable for: any loss of profits, revenue, or business; any indirect or consequential loss; any loss arising from inaccurate or incomplete information in your Vault; any loss arising from the acts or omissions of partners or other third parties; or any loss arising from your failure to update your Vault.

**15.4** The Company does not warrant that the Service will be error-free or uninterrupted. The Service is provided "as is" and "as available" to the extent permitted by law.

## **16. Complaints**

**16.1** If you have a complaint about the Service, please contact us at [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk). We will acknowledge your complaint within 2 working days and aim to resolve it within 14 working days.

**16.2** If you are not satisfied with our response, you may refer your complaint to an appropriate alternative dispute resolution scheme. Details of available schemes will be provided upon request.

## **17. General Provisions**

**17.1 Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of Scotland. For Subscribers domiciled in England or Wales, the courts of England and Wales shall have non-exclusive jurisdiction. For Subscribers domiciled in Scotland, the Scottish courts shall have jurisdiction.

**17.2 Scottish Law Note.** Subscribers domiciled in Scotland should note that probate is not a concept under Scots law. The equivalent process is Confirmation of Executors. References to probate in these Terms and Conditions should be read as references to Confirmation of Executors where the Subscriber is domiciled in Scotland.

**17.3 Severability.** If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

**17.4 Entire Agreement.** These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and the Company in relation to the Service.

**17.5 Notices.** Any notice to the Company shall be sent to [hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk) or by post to: Exit Plan Legacy Ltd, 5/1 Royal Exchange Square, Glasgow, G1 3AH. Notices to you shall be sent to your registered email address.

**17.6 Force Majeure.** The Company shall not be liable for any failure or delay in performance arising from causes beyond its reasonable control.

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Exit Plan Legacy Ltd · 5/1 Royal Exchange Square, Glasgow, G1 3AH · Registered in Scotland

[hello@exitplanlegacy.co.uk](mailto:hello@exitplanlegacy.co.uk) · [exitplanlegacy.co.uk](http://exitplanlegacy.co.uk)

These Terms and Conditions should be reviewed by a qualified solicitor before use. This document does not constitute legal advice.