Your Digital Life

I. Introduction[1]

Our lives have increasingly become digitalized. Individuals no longer send letters to loved ones, print a roll of film, or have to pay in cash. These advancements of technology have waived the line between ownership transfers at death. Imagine your grandmother leaves you all of her photos and cash. Thirty years ago, the transfer of ownership was easy. You grab the box of photos and withdraw the cash. Now imagine those photos are only accessible via her locked iPhone, and the cash was stored in a Bitcoin account. Most individuals may think that the process is the same . . . she said you owned the items, so the companies are required to transfer the ownership. However, the reality is complicated. Technology companies have strict terms of service agreements that often bar access to the account for anyone who is not the original owner ("the decedent"), even in the event of their death.

In 2011, the average person owned $37,438 worth of digital assets.[2] Fast forward to today, the digital landscape has evolved. Our lives have become increasingly intertwined in the digital landscape, as evidenced by over twenty percent of adults actively investing in digital currency.[3] This shift has created a critical issue: a lack of transparent and uniform laws for transferring and accessing digital assets.

For families, the effect of this legal void could cause thousands or even millions of dollars to slip away. Stefan Thomas had to confront this modern-day issue when he lost the password to his IronKey, leaving 220 million dollars locked away without any legal remedy.[4] Surprisingly, this issue affects more individuals than one may expect. An estimated 140 billion dollars in cryptocurrency is inaccessible due to forgotten passwords to private keys.[5] Further, premature deaths and inadequate estate planning exacerbate this issue.

Monetary value is not the only value hidden within digital assets. Families also hold deep sentiment for photos, voice recordings, and social media accounts. Access to these memories can help provide closure. However, there is an inherent tension between a decedent's right to privacy and the need for transparency. A heart-wrenching story demonstrates this tension: a grieving mother was left longing for answers after being denied access to her deceased 15-year-old daughter's Facebook account.[6] The court upheld Facebook's terms of service, rejecting the mother's access to the truth behind her daughter's death.[7]

Now, in the digital era, the question has become whether terms of service agreements should control all digital assets when inherited, including those with similar characteristics to tangible personal property. Like many areas of technology, the law has failed to adapt to meet the required needs of new technologies.[8] The failure of laws to adapt to an increasingly advancing society leaves an individual's digital inheritance under the control of outdated laws and subject to company's boilerplate terms of service agreements. There is a need to reconsider how digital assets are transferred and accessed post-death.

This paper critically examines the adoption of the Revised Uniform Fiduciary Access to Digital Assets Act ("RUFADAA") by the majority of states. It proposes the need for a federal framework to provide uniformity and clarity. To begin, this paper will present a brief overview of the laws surrounding the inheritance of digital assets and discuss the current system under the RUFADAA. It will then address three issues underlying the RUFADAA. First, the paper will discuss the Act's failure to define digital assets. Second, the paper will examine the inherent control of terms of service agreements and the potential unconscionability of such agreements. Third, the paper will discuss the loopholes of the Act, which allow companies to circumvent the

rules and force families to take legal action. In conclusion, this paper will propose the need for a federal solution and address what individuals can do today to protect their digital assets.

II. The Current State of Laws

The tension between digital assets and inheritance stems from an individual's right to privacy. If a decedent leaves behind a list of passwords, should the fiduciary or executor of the decedent's estate have legal access to their accounts? Historically, the laws were unclear, leaving an individual accessing another's account potentially criminally liable. Today, the laws surrounding digital assets are piecemeal. No federal laws directly address this issue and existing outdated laws leave individuals guessing on actions to take.

One of the most significant barriers to the transfer of digital assets is the Stored Communications Act ("S.C.A"),[9] a statute written before the widespread availability of the internet. The S.C.A directs that "electronic communication service[s]" or "remote computing service[s]" "shall not knowingly divulge to any person or entity the contents of a communication while in electronic storage by that service."[10] The purpose of this Act was to protect individuals from the federal government's investigations into digital accounts.[11]

Today, the restrictions have expanded into a more extreme form as the Act encourages strict rules for divulging contents and often completely blocks access to digital assets for non-original owners.[12] These strict rules are found in companies' terms of service agreements, which heavily favor privacy. Some terms of service agreements go as far as to terminate ownership at one's death with non-survivorship clauses.[13] Meaning even if a family member explicitly leaves an individual access to their account, they may still be barred by a company's terms of service agreement.

A second barrier to digital inheritance is the Computer Fraud and Abuse Act ("CFAA").[14] The reach of this Act has also become expansive as its applicability has moved from specifically "unauthorized access" to computers to the more attenuated information accessible via a computer, which includes the internet.[15] This "unauthorized access" is deemed criminal activity under the Act. Still, the Act fails to clarify the term "unauthorized access."[16] The vagueness of the term "unauthorized access" causes individuals accessing a decedent's digital accounts, even with expressed permission, to potentially commit a federal crime.[17]

In response to the inherent conflict of laws, the Uniform Law Commission ("ULC") "attempt[ed] to bring uniformity" to state and federal laws in how digital assets are handled at the death of a decedent.[18] The ULC drafted model rules in 2012 through the Uniform Fiduciary Access to Digital Assets Act ("UFADAA") with the goal "to facilitate the fiduciaries' access to, and control over, Internet-based information, and to ensure compliance with relevant laws and agreements between account holders and all who provide services through the Internet."[19]

Absent any explicit rules by the decedent, the UFADAA nearly treated the executor and the decedent as having the same rights and access.[20] Specifically, the UFADAA permitted access to the content of electronic communications, digital assets, and denied boilerplate terms of services from limiting an executor's access to accounts due to public policy.[21]

Following the proposal of the UFADAA, the biggest opponents were large social media and digital companies. Companies such as Google and Yahoo strongly opposed the implementation of the Act due to concerns about "privacy, consent, and contract[s]."[22] These big companies were successful in their objections as states failed to adopt the UFADAA.[23]

Following the criticisms, a significantly revised version of the Act was approved called the Revised Uniform Fiduciary Access to Digital Assets Act ("RUFADAA").[24] Under the

revised Act, the fiduciary would have limited to no rights to access digital assets without a court order unless the decedent speaks specifically of the fiduciary's abilities.[25] Boilerplate terms of service agreements controlled the digital assets again and were no longer considered void against public policy under the Act.[26] Overall, the revised Act greatly reduces the authority of a fiduciary or executor. Today, forty-five states have adopted some form of this Act.[27]

III. The Realities Under RUFADAA

This paper will focus on the tiered system discussed in Section 4 of the RUFADAA, which sets forth the procedure for disclosing digital assets. First, the RUFADAA prioritizes the use of online tools for determining disclosure rights.[28] An online tool is created by a company ("the custodian") that controls the direction of disclosure to a third party.[29] If an individual uses an online tool, those assets will be directed according to those rules.[30] Further, the use of an online tool will overrule other directions given by the decedent in a formal will or trust.[31] If an individual does not use an online tool, their estate planning terms will direct their assets.[32] Lastly, if no estate plan is made, the assets will be directed by the terms of service of the site or company.[33]

Although the RUFADAA attempts to find compatibility between terms of service and property rights of digital assets, a platform's ("custodian's") terms of service will often be controlling. This is because the RUFADAA three-tiered system erroneously relies on the assumption that (1) most individuals are aware of and use online tools, (2) individuals expect the online tool to override all other distributions, and (3) most people create estate plans. In reality, individuals rarely use an online tool or distribute their assets via a will.

For example, under Facebook's legacy tool, one of the most well-known and popular online tools, over two-thirds of users do not have a legacy contact, and "66 percent of

respondents said they don't know what a Facebook legacy contact is."[34] In April 2023, Facebook had over 2.989 billion active users.[35] Further, no statistics are available for the inclusion of digital assets in a will. However, a recent survey shows over "67% of Americans have no estate plan."[36] For Facebook alone, over 1.993 billion users have no legacy plan, and of those individuals, at least 1.328 billion will have no will, leaving billions of individuals' digital assets subject to the provider's terms of service.

Digital assets being controlled by terms of service agreements can be devastating as most Americans fall prey to such agreements. For one family, their daughter Amanda Todd's death became a public nightmare when she posted a suicide video on YouTube.[37] After Amanda's passing, the video surpassed three million views and was shared on her social media.[38] Amanda continued to be harassed and bullied even after death on her Facebook page.[39] Their daughter's page was memorialized pursuant to their terms of service, and it is still accessible today.[40]

For other families, the terms of service may block their right to digital assets with high monetary value. Imagine your father leaving you two billion dollars in cryptocurrency; however, he fails to disclose the key to such assets. Under FTX, Voyager, and Celsius terms of service, you are likely out of luck.

IV. Discussion

A. Issue One: Defining a Digital Asset

The Revised Uniform Fiduciary Access to Digital Asset Act's definition of a digital asset has three major shortcomings. First, the Act's definition is ambiguous. The Act sets forth that a digital asset is "an electronic record in which an individual has a right or interest. The term does not include an underlying asset or liability unless the asset or liability is itself an electronic record."[41] To further understand this definition, one must look at the definition of an electronic

record. The Act defines electronic as "relating to technology" and record as "inscribed on a tangible medium or stored in an electronic medium or other medium and is retrievable in perceivable form."[42]

The Act's comments suggest emails, social media accounts, and even game characters are digital assets.[43] However, there remains a lack of clarity. Further, case law has yet to examine the bounds of a digital asset under the RUFADAA. Is a voice recording from a loved one a digital asset? Is cryptocurrency a digital asset? Are hotel points a digital asset?

Looking beyond the Act, the developing federal definition diverges from the Act's definition. For example, the IRS defines digital assets more narrowly as "any digital representation of value which is recorded on a cryptographically secured distributed ledger."[44] A White House statement similarly places a narrow view of digital assets as a form of currency, such as cryptocurrency.[45]

So, what are truly digital assets? As evidenced by the IRS and White House definitions, it appears that the federal definition has a much more limited view of digital assets requiring a financial tie. Meanwhile, the Act's definition is vastly more expansive in including social media accounts and photos. However, it fails to address issues such as whether financial digital assets, similar to cryptocurrency, are subject to the Act's terms.

Furthermore, although most states have adopted a version of the Act, some states have enacted other bills that contradict the RUFADAA and propose more specific definitions for monetary digital assets. For example, on October 13, 2023, California passed Assembly Bill 39, which requires licensing for digital asset businesses.[46] This bill set forth a distinct definition for "Digital Financial Assets," which includes tokens and other items that may appear on

blockchains.[47] This definition appears to contradict the Act's definition, by distinguishing the rules applying to financial digital assets and non-financial digital assets.

Lastly, the Act fails to adopt a guideline for the valuation of digital assets. Similar to issues in evaluating one's monetary value for privacy, the Act fails to determine or set a standard for determining the monetary value of a digital asset.

Overall, the RUFADAA has left several gaps in defining what assets are subject to the rules of the Act. A new federal act could remedy each of these issues by providing a cohesive definition of a digital asset and a standardized manner to determine the value of a digital asset. A federal act would limit confusion and provide consistent rules. The federal act would increase notice to individuals whose assets are subject to such rules and promote fairness by creating equal treatment for the assets. Further, it would limit litigation involving individuals' rights to transfer or access digital assets.

B. Issue Two: Property Laws v. Terms of Service Agreements

With the evolution of digital assets becoming increasingly valuable and becoming less distinguishable from physical personal property, should terms of service still control digital assets? Imagine you buy a house in the Metaverse for a million dollars. Although you consider this a form of personal property, the law has failed to adapt with the technology, which makes the virtual home subject to the terms of service of the Metaverse. The terms of the service agreement includes a provision terminating your ownership rights at death. Your million-dollar investment is now lost after you die.

This section will present two reasons why the government should reconsider terms of service agreements as the controlling mechanism for digital assets. First, digital assets are increasingly recognized as property and should pass according to trust and estate laws. Second, a

growing concern of "unfettered control" by large companies may lead to terms of service becoming void against public policy.

i. Digital Assets are Property

Digital assets were not always considered property but instead appeared as a license or right to enter a contract with a service provider.[48] However, the court in *Ajemian v. Yahoo* stated it was undisputed that digital assets were a form of property that can be owned.[49] Further, federal law has increasing treated digital assets "recorded on a cryptographically secured distributed ledger," as personal property for tax purposes.[50] Even terms of service agreements generally recognize property rights of a digital asset during an individual's lifetime. For example, Facebook's terms of service set forth that a user will "retain ownership in intellectual property rights."[51] YouTube's terms of service grants ownership rights to a user's content.[52]

Although digital assets are increasingly treated as property during an individual's life, the underlying law retains the right of terms of service agreements to control digital assets at death. Further, the RUFADAA prioritizes terms of service agreements over traditional estate laws. Consequently, the average individual's assets will not pass through estate laws but through a company's terms of service agreements. This means an individual may be subject to differing rules for each company and may not be afforded the general protections that estate laws have long established.

For example, in Facebook's "other" section of their terms of use, they clarify that a user's rights to their account cannot be transferred without Facebook's consent, and only limited disclosure is accessible to a "legacy contact" or appointed individual in a will.[53] Further, some companies completely bar the transfer of ownership at death by their use of non-survivorship clauses. These non-survivorship clauses terminate ownership rights at the death of the individual.

Yahoo's terms of service state that "all Yahoo accounts are non-transferable, and any rights to them terminate upon the account holder's death."[54] Therefore, any transfer of ownership would be void.

The ownership issue is even more apparent for companies whose terms of service agreements do not clearly define who owns the digital asset in the first place. Many newer companies' terms of service agreements are vague or even go as far as stating the company retains ownership of digital assets. Celsius's terms of service states, "you grant Celsius . . . all right and title to such Eligible Digital Assets, including ownership rights . . . ."[55] Voyager's terms of service are less clear and thus leaves the door open for litigation over the issue.[56]

Although digital assets were not always deemed a form of property, it is increasingly clear that they are becoming recognized as property. This is evident by companies recognizing property rights during an individual's lifetime. However, these companies have failed to give equal protection to digital assets at death. The failure of companies and the law to fully adopt this perspective is likely due to the lack of case law challenging this issue. The law and any future acts should reflect digital assets as property, which will provide individuals the protection of proper estate laws.

ii. Terms of Service: Do They Violate Public Policy?

For billions of individuals, terms of service agreements will control their property rights due to the structure of the RUFADAA. Is it fair to prioritize a company's online tools and terms of service agreements? Is there equal bargaining power? The court in *Ajemian v. Yahoo!, Inc.* began to consider this question; however, the answer remains unresolved.[57] The court described Yahoo's terms of service as granting Yahoo an "unfettered right to deny access to the contents of the account and, if it so chooses, to destroy [the account] . . . ."[58] The court was unable to

determine the enforceability of the contract but noted that "Yahoo had not established that a 'meeting of the minds' had occurred."[59] The dissent described the terms of service as "eleven pages of boilerplate language," which a user has to take "as is."[60]

Although other cases have argued unconscionability on other grounds, the *Yahoo* case is the first to truly begin the consideration of the inherent conflict of property laws and terms of service agreements. The shift of reasoning is due to large companies' having unfettered control in creating their terms of service agreements. What is this "unfettered control?" It is likely the one-sided control by dominating companies through corporate lobbying and rising antitrust concerns.

a. Corporate Lobbying

The original version of the Uniform Fiduciary Access to Digital Assets Act ("UFADAA") favored individual rights over companies.[61] The Act allowed an executor or fiduciary the same rights as the decedent, absent any explicit rules provided by the decedent.[62] The Act went so far as to deny boilerplate terms of service from affecting the right of the executor or fiduciary.[63] The biggest opponents were large social media and digital companies. Companies like Google and Yahoo strongly opposed implementing the Act due to concerns about their own liabilities and the potential of their terms of service agreements being deemed void for public policy concerns.[64] Companies then lobbied for a new act to protect their terms of use agreements from being completely nullified and to ensure their own legal protections.[65]

Today, the revised Act is vastly different, prioritizing the rights and liabilities of the companies rather than the consumers. It is evident by the lack of adoption of the original Act that these companies have significant control of the state-level regulations and laws surrounding their companies. These changes came at the cost of the average individual.

The persistent issue does not start and end with the RUDAFAA. Lobbying costs were at a high in 2022, with Apple spending $9.4 million dollars, Amazon spending $19.7 million, and Meta spending $19.2 million.[66] These companies spent massive amounts to support their opposition to antitrust bills, which successfully stalled Congress's vote.[67] The lobbying does not stop with monetary influence but instead has infiltrated other public services such as our school systems.[68] Google utilized Chromebooks as a cheap way for schools to implement their products.[69] Today, their products are used by over 30 million students.[70] These examples demonstrate the vast power that these companies have over our daily lives.

b. Is the RUFADAA Ignoring Concerns of Antitrust?

Beyond corporate lobbying, there are concerns about antitrust. Today, a handful of media and technology companies, such as Apple, Google, Meta, and Amazon, control the industry. Further, the overlap in these industries is exceedingly rare. Individuals order goods from Amazon, search the web with Google, and buy their personal technology devices from Apple. For example, 83.49% of all searches in July of 2023 stemmed from Google.[71] The next leading competitor had 9.19% of the market share.[72] These handful of companies currently control the market and heavily influence the laws surrounding them. Should these companies dictate the rules and regulations of the inheritance of digital assets? Or should these companies' terms of service agreements be considered void against public policy?

Antitrust laws aim to protect consumers by encouraging competition.[73] The Sherman Act § 2 defines antitrust as requiring monopoly power and "willful acquisition or maintenance of that power, as distinguished from consequence of a superior product . . . ."[74] Generally, issues of antitrust arise when a business participates in a non-compete agreement, monopolization, or

tying.[75] However, the enforcement of antitrust laws is based on the harm to consumers and the rules are flexibly enforced to meet these needs.[76]

Section 7 of the Clayton Act implemented more rules and established the illegality of corporate mergers if they would significantly affect competition.[77] Further, the Celler-Kefauver Act clarified the applicability of the Clayton Act to the merger of companies that are not necessarily direct competitors.[78]

With these changes, why is there a growing concern about antitrust laws? One hypothesis is the coronavirus pandemic.[79] The pandemic caused over 400,000 businesses to close and led to a disproportionate growth of these already expansive companies.[80] The largest corporations remained exceedingly lucrative and had the ability to consolidate their competition at low costs.[81]

An alternate reason for such a shift may be concerns about strong network effects through consolidation, allowing for increasing power. Facebook is a prime example of a company continuously trying to buy out competitors and implement other companies' mechanisms to build on its own network effect.[82] In order to tap into Snapchat's market, Facebook began copying Snapchat's successful features, such as disappearing stories, messaging, and filters.[83] Although one may argue that people use Facebook's, now Meta's, platform because it is "superior," it is clear from the case of Snapchat that Facebook intentionally tried to usurp other social media companies' markets, which may violate antitrust laws.[84] This direct challenge of a much larger competitor could slowly draw Snapchat out of existence.

Further, in March 2022, President Biden crafted an Executive Order to investigate digital assets and to "ensure appropriate controls and accountability."[85] At the forefront of these cases is *U.S. et al. v. Google*.[86] The charges allege that Google used contracts with companies, such as

Apple, to make themselves the default program over competitors.[87] The government argues that these contracts created a monopoly and adversely affects consumers by providing a lack of choice.[88] If these claims are successful, there may be a strong argument for concerns of "tying" products together through product placement or even through network effects. If so, terms of service agreements could be deemed unconscionable and void due to leaving the consumer with no reasonable choice but to accept terms of use agreements.

The effects of this corporate control are even evident in the formation of the RUFADAA, as the original Act denied all boilerplate terms of service agreements as void against public policy.[89] However, after expansive lobbying by large companies, the revised Act completely reverted this notion and relies on the enforceability of such agreements. This change in the Act was not based on new law or precedent but rather from the outcries of large companies.[90]

This leaves open the essential question of whether or not such terms of service should be deemed "one-sided" and void. Like the court in *Yahoo*, courts today should reconsider the fairness of the terms of service agreements. Furthermore, a revised Act should promote property rights and find a balance between the inherent control of large companies and consumer protection. Overall, there is clear evidence that growing concerns of antitrust violations and corporate lobbying may require a revision of the Act due to large companies' terms of service agreements being against public policy.

C. Issue Three: The RUFADAA Loopholes

Lastly, the RUFADAA incentivizes and allows ample opportunities for companies to abuse the Act's disclosure policies at the average individual's cost. These loopholes include permitting discretionary court orders, discretion to the level of information a company is required to share, and allowing the use of forum selection clauses. Companies often use these loopholes to

protect themselves from liability. However, using these loopholes adds vast costs to families who are forced to start court proceedings to prove a company was mandated to disclose the information.

First, multiple sections of the RUFADAA allow companies ("custodians") to seek court orders before distribution, even if an individual explicitly provides for its distribution to a fiduciary.[91] For example, Section 6 of the Act allows custodians, if in their discretion they believe the request for digital assets is a burden, to seek a court order.[92] This broad discretion in determining what is "burdensome" leaves custodians the right to always challenge a disclosure of a digital asset. Section 8 also permits discretionary court orders to determine that a user had an account with the company and that the "disclosure of the user's digital assets is reasonably necessary for the administration of the estate."[93]

Additionally, discretionary court orders have been used when the information being sought is required to be disclosed. This issue arises when a company requires a court order for catalogs of electronic communication, which are not a form of communication, are not protected information, and should be provided to a fiduciary upon request.[94] In *In re Estate of Serrano*, a deceased spouse requested Google to share "contacts and calendar information in order to 'be able to inform friends of his passing' and 'close any unfinished business.'"[95] The court held that a request for a catalog of electronic communication is not only permitted but may be mandated by New York's adopted form of the RUFADAA.[96] The company used the requirement of a court order improperly, leaving higher costs and delays for the family.

Companies further exasperate this issue by not submitting to court orders. Benjamin Stassen, the son of a couple in Wisconsin, committed suicide with no explanation.[97] His parents wanted answers and knew their son's Facebook and Google accounts would hold answers.[98] The

family took legal action when the companies refused to disclose the accounts and the court required Google and Facebook to turn over the accounts.[99] However, Facebook continued to refuse, and the court threatened contempt of the court, which then Facebook complied.[100] This case is one of many times companies required court action and even continued to deny access with a court order to protect themselves from liability.

Further, once an individual goes through these loopholes, the custodian has further discretion to determine the amount of access to permit if a court does not specify. Section 6 of the Act permits a custodian, in its "sole discretion," to (1) grant full access, (2) grant partial access, or (3) grant a "record of any digital asset" to a fiduciary or recipient.[101] Again, this can cause fiduciaries and family members to seek court orders in order to access additional digital assets.

Finally, a custodian has the ability to choose the laws that apply through forum selection clauses. If a state adopted a less stringent model of the RUFADAA, then there would be incentives for the company to choose that state within their terms of service, a loophole preventing their liability.

Under the Act, companies can create a constant litigious loophole that protects themselves from liability. However, the Act puts an undue burden on not only the fiduciary and families but also on the courts to decide potentially expansive and often frivolous lawsuits.

Overall, the RUFADAA incentivizes and allows many opportunities for custodians to abuse the Act's disclosure policies. These companies can cause undue delay by requiring court orders and can prohibit impoverished individuals from gaining access if they cannot afford to pursue legal action. Lastly, the ability of states to adopt their own version of the Act promotes these loopholes further by encouraging the use of forum selection clauses.

V. Conclusion:

A. The Need for a Unified Solution

This paper presented three major flaws that exist within the RUFADDA: (1) the failure to define a digital asset, (2) the inherent control of terms of service agreements and potential unconscionability of such agreements, and (3) the loopholes of the Act. These flaws exemplify the inherent need for a federal system of control for digital assets.

First, a unified definition would provide clarity and notice to individuals whose assets are subject to terms of service rather than property law. Using a universal definition will promote fairness, notify individuals whose assets require estate planning, and decrease litigation. A national definition would also increase consistency over state lines.

Second, a revised Act could promote property rights and find a balance between the inherent control of large companies and consumer protection. As discussed, there are increasing concerns of terms of service agreements becoming void due to public policy concerns. The federal government is better suited to address such concerns than the states. Lastly, to circumvent the Act's current loopholes, creating a centralized system could address these loopholes and prohibit companies from using forum selection clauses.

Overall, the federal government is likely better suited to provide a cohesive act in this developing area of the law than states individually. A federal act would increase notice to individuals whose assets are subject to such regulations and promote fairness by creating equal treatment for the assets. It would also limit litigation involving individuals' rights to transfer or access digital assets.

B. Protecting Your Digital Assets Today

As the law advances to protect an individual's property, individuals should consider implementing a few safeguards to protect their property today. First, individuals should always keep an inventory of assets.[102] The inventory should be accessible by a fiduciary and should include important information regarding each asset.

Second, individuals should consider using online tools and to include precise language in their estate plans.[103] This is because the Act strongly favors online tools and terms of service agreements. Further, the more specific an individual is in their estate plan, the fewer loopholes a company can use. This specific language can include terms such as "all electronic content" to clarify one's desire to include more than a catalog of information.

Lastly, if an individual's assets are high in monetary value, consider placing them in a business account or a trust.[104] A trust can help create shared ownership, as well as help limit loopholes available for companies under the RUFADAA.

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