

End-User Agreement

Terms & Conditions Applicable to Federal Reserve Employees and PrivacyArmor Plus

Effective Date: October 1, 2015

This document (this “Agreement”) sets forth the terms and conditions under which InfoArmor, Inc. (“InfoArmor,” “we,” “us,” or “our”) will provide PrivacyArmor Plus (“Product”) to its customers (“you” or “your”). The Product will be provided to you in accordance with this Agreement and the Master Agreement between InfoArmor and the Office of Employee Benefits of the Federal Reserve System as referenced below.

Terms and conditions applicable to all Products are stated under the “Terms and Conditions Applicable to Federal Reserve Employees and PrivacyArmor Plus” heading. By clicking in the box next to “I have read and accept these Terms and Conditions” you are affixing your electronic signature to the Terms and Conditions for the Product for which you have subscribed. Please read this Agreement and keep a copy for reference.

TERMS AND CONDITIONS APPLICABLE TO FEDERAL RESERVE EMPLOYEES AND PRIVACYARMOR PLUS

PrivacyArmor Plus offers identity protection by providing access to the following services while you are a PrivacyArmor Plus customer:

- A. Identity Monitoring uses innovative technology intended to detect misuse of your Social Security Number, Name, Address, Phone, and/or Date of Birth.
- B. CreditArmor includes tri-bureau credit monitoring and alerting, monthly credit score, credit score tracker, and an annual credit report provided by TransUnion. InfoArmor utilizes the TransRisk scoring model as provided by TransUnion. The TransRisk Score is not the FICO score, which is derived by the Fair Isaac Corporation. TransRisk Scores may vary from bureau to bureau. These types of score variances are natural and should not be cause for alarm.
- C. If your identity is compromised, a professional will work with you to help you restore your identity and financial reputation.
- D. Internet Surveillance scans the underground economy for specific identity data elements. In the event that any of your Personal Information (defined below) is detected in this environment as being used or transacted fraudulently, you will be alerted.
- E. WalletArmor provides protection against lost wallet contents, such as credit cards, debit cards and other sensitive credentials. By entering wallet contents into InfoArmor’s secure data vault, in the event any such wallet contents are lost or stolen, InfoArmor’s Privacy Advocates can, in most cases, cancel and arrange for re-issuance of lost or stolen credit cards, debit cards, and some other sensitive credentials.
- F. Digital Identity Report is an aggregation of vast public data sources and outlines the potentially unwanted or unknown exposure that you have in the public arena.
- G. Credential monitoring evaluates your credentials inclusive of email-based username and associated password, for occurrences of compromise.
- H. The \$1,000,000 Identity Theft Insurance Policy covers limited out-of-pocket expenses incurred by the process of recovering from confirmed identity fraud as well as electronic funds transfer coverage, a benefit that ensures minimal disruption of your financial security. This policy is underwritten by AIG. See policy details for specific coverage.
- I. SocialArmor, if activated, monitors Facebook, LinkedIn, Instagram, and Twitter.

PrivacyArmor allows you to opt out of marketing solicitations:

- Direct Mail filtering – within 90 days of enrollment in direct mail filtering, you should notice a reduction in the amount of mail you receive;
- Pre-approved credit offer filtering – once you have opted out of pre-approved credit offers maintained by various consumer reporting agencies, you should no longer receive pre-approved credit and insurance offers;
- Do Not Call Registry – once your telephone number(s) are added to the National Do Not Call Registry, you should not receive telemarketing calls on any such number.

Note: Registration of your telephone number(s) in the National Do Not Call Registry will not prevent calls to those number(s) from candidates for political office or from charitable organizations seeking donations. Also, companies with whom you have a current relationship (such as a lender or insurance company) may contact you from time to time to inform you of other products and services they offer, unless you contact them and ask them to remove you from their contact lists. While registration in the National Do Not Call Registry notifies third-party telemarketers of their legal obligation not to solicit you through any registered telephone number, InfoArmor cannot prevent third party telemarketers from violating such obligation. If, after being registered in the National Do Not Call Registry, you receive an unsolicited telephone solicitation that is not an exempt form of solicitation such as those described above, you can submit a complaint through the website: <https://www.donotcall.gov>.

Note: InfoArmor strives to provide the most wide-ranging identity theft detection using our proprietary and licensed technology, available databases and other third-party resources. However, our monitoring and detection activities are limited to the information networks in which we operate, and these networks grow and change on a regular basis. We make no guarantee that all activity and transactions, including any of the same that may constitute theft, fraud or other compromise of your identity or other personal information will be detected. In the event that we do not detect an activity or transaction that results in identity theft or fraud, we will provide restoration services in accordance with this Agreement.

TERMS AND CONDITIONS APPLICABLE TO ALL INFOARMOR PRODUCTS

1. Consent to Electronic Delivery of this Agreement and Subsequent Disclosures. When you affix your electronic signature to this Agreement, that action will signify your agreement and that this Agreement and the Subsequent Disclosures constitute electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 7001 and following). You further agree that your electronic signature constitutes your consent to accept this Agreement and receive the Subsequent Disclosures in electronic form. “Subsequent Disclosures” means disclosures or information which we are required or permitted to send to you under applicable law and/or this Agreement. We may provide Subsequent Disclosures to you by making them available on a secure website (the “Disclosure Delivery Location”) or otherwise notifying you. Subsequent Disclosures will be available for your review during the period data is retained in accordance with (and subject to) our data retention policy, as in effect from time to time, for not less than 90 days after making them available on our secure website. We may choose to email these to your email address. “Email Address” means the email address you give to us when you accept this Agreement. To assure your continued receipt of Email Notifications, you must notify us each time you change your Email address. If (a) you withdraw your consent to receive Subsequent Disclosures by notifying us (the notification shall be effective when actually received by us), (b) an Email Notification sent to your Email Address is returned as undeliverable, or (c) we are unable to verify that you have opened an Email Notification sent to your Email Address within 10 of days of delivery, we will send Subsequent Disclosures in printed form to the most current address we have for you in our records. At any time, you may ask us to provide you with a paper copy of this Agreement and any Subsequent Disclosures by contacting us at 1-1-844-666-4867 (1-844-MONITOR).

2. **Authorization**. You authorize InfoArmor and its subcontractors and service providers to obtain, analyze, process and scan for your own personal information and the personal information of each child under the age of 18 that you enroll in PrivacyArmor Plus, including, without limitation, credit and transaction information and, if you enroll in SocialArmor, information regarding usage of and behavior on social networks, and to transmit this information to you for your own use. You certify that you are the parent or legal guardian of all children under the age of 18 that you enroll in PrivacyArmor Plus, SocialArmor or any other InfoArmor product or service. You specifically grant permission to InfoArmor and its subcontractors to obtain your credit, transaction and, if you enroll in SocialArmor, social media information and the credit, transaction and social media information of your children under the age of 18 from third party credit reporting companies and other third party sources in order to verify your and such children's identities and display such credit, transaction and social media information to you. Information that InfoArmor collects from you will be treated in accordance with InfoArmor's Privacy Policy, which you can find here: <http://infoarmor.com/privacy-policy/>.

3. **Services Subject to Master Agreement**. The services provided to you by InfoArmor under your PrivacyArmor Plus are subject at all times to the terms of our master agreement with the Office of Employee Benefits of the Federal Reserve System ("OEB") (including any amendments or supplements thereto, the "Master Agreement"), including but not limited to, terms regarding (i) termination of such Master Agreement and (ii) modification or termination of such services. If the Master Agreement expires or is otherwise terminated for any reason or, if based on changes to the Master Agreement, the PrivacyArmor Plus services are substantially reduced, limited or cancelled, we will notify you directly to provide you with the opportunity to continue as a PrivacyArmor Plus (or equivalent) customer under separate arrangements. However, in such circumstances, you will be required to purchase and pay for such services directly. Also, if your employment with your employer is terminated for any reason, you will automatically cease receiving Employer Sponsored PrivacyArmor services. Notwithstanding the foregoing, if these PrivacyArmor Plus services are terminated for any reason (including due to your termination of employment), we will continue to provide you with equivalent PrivacyArmor Plus services for up to 90 days from the date of such termination, at no charge to you, to permit you time to elect whether to continue such services directly through your own subscription. If you wish to continue as a PrivacyArmor Plus (or equivalent) customer following termination of your Employer Sponsored PrivacyArmor services, you may contact InfoArmor at our customer service telephone number or through our customer email to arrange this. In such circumstances, you will be required to purchase and pay for our services directly.

4. **Modification of this Agreement and Services**. Subject to any limitations imposed under our Master Agreement with the OEB, we reserve the right to change the terms of this Agreement by posting a new version on this Site or by otherwise notifying you of the revised Agreement, and to modify, expand, suspend, discontinue or otherwise alter PrivacyArmor Plus or any of our other services at any time. While we use reasonable efforts to keep our customers timely informed of changes to our service offerings, we have no obligation to advise you of any such changes.

5. **Additional Agreements**. If you ask us to restore your identity or correct errors in your credit report on your behalf, we will send you a package of documents (the "Additional Agreements") which you will need to sign and return to us before we can take action. There will be no extra charge for these services. However, if any of the Additional Agreements must be notarized, you agree to pay all notary fees, as well as postage, photocopies or any additional miscellaneous costs with the Additional Agreements. You acknowledge that no one, including InfoArmor, can legally remove accurate and timely negative information from a credit report.

6. **Billing and Payment Terms**. PrivacyArmor Plus is paid in full by your employer for employees and their eligible dependents will not be charged for the services described herein. However, if you elect to

purchase any additional services from InfoArmor, these services will be subject to further charges for which you will be directly liable. Former employees and their eligible dependents will be required to pay InfoArmor directly for PrivacyArmor Plus services.

7. **Individual Coverage; Dependents.** If PrivacyArmor Plus is provided to you based on your employment with your employer, you may extend it to cover your eligible dependents. Check with your employer to determine who is considered an eligible dependent. All eligible dependents must be individually registered in order to be covered by PrivacyArmor Plus. As contemplated by Section 2 above, registration of dependent children under the age of 18 must be undertaken by you. You may also register your dependents aged 18 and over (including any spouse), provided that registration for CreditArmor requires the online authorization by such dependent for you to register him or her.

8. **Personal Information Privacy.** We will provide protection solutions for your personal information, including but not limited to your first name, last name, address, Social Security Number, date of birth, and any information placed in WalletArmor using methods that are consistent with industry best practices, as set forth in our Privacy Policy. To the extent reasonably necessary to provide our services to you, you authorize us to obtain, monitor and compile your (a) credit information from one or more credit reporting agencies, and (b) the above-noted personal information, including “non-public personal information”, “personal information”, and “highly restricted personal information” about you as defined by the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) and Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), respectively (collectively, “Personal Information”). Except to the extent otherwise provided in the Master Agreement, you further authorize us to provide your Personal Information to our third party service providers to receive and use the same as InfoArmor deems reasonably necessary in the course of performing Product enrollment, delivery, service and billing. Please read our Privacy Policy. By affixing your electronic signature to this Agreement you are also accepting our Privacy Policy.

9. **Customer Actions.** You acknowledge that one of the best defenses to protect unauthorized use of your Personal Information is to be careful what Personal Information you disclose to third parties and how you disclose your Personal Information. You should never disclose or publish your Personal Information to anyone who might reasonably be expected to improperly use or disclose it, including but not limited to responding to “phishing” solicitations, unsolicited emails, or website pop-up messages seeking disclosure of Personal Information. If you believe that any of your Personal Information has been compromised, you should immediately contact our customer support team for assistance.

10. **Identity Theft Insurance.** Reimbursement for expenses incurred due to the direct result of any confirmed/proven identity fraud commenced during the policy is outlined in the Identity Theft Insurance Policy.

11. **Cancellation of Service.** You may cancel your subscription to any or all Products at any time by calling us at 1-1-844-666-4867 (1-844-MONITOR). Cancellation will be effective immediately.

12. **Intellectual Property Notice.** InfoArmor®, the InfoArmor padlock logo, PrivacyArmor, CreditArmor, WalletArmor, Privacy Advocate and SNAPD are service marks (the “Marks”) owned exclusively by InfoArmor. All promotional materials, advertising, websites, and any other Company marketing venues are protected by copyright and our Marks. Without our prior written consent, any use of our Marks, Products, copyrights or information is strictly prohibited.

13. **Linking Policy.** In order to provide the Products to you, we use a number of third parties. We have established Internet links from our website to select news media outlets, the Federal Trade Commission, and other industry websites. The linked websites are not under our control and we are not responsible for their content. Such links do not imply our endorsement or guarantee of the products, information, or

recommendations provided by such sites. In addition, these third party websites may have privacy policies that are different than ours and may provide you less security for your Personal Information than we do. If you access any third party website, you do so at your own risk. We disclaim all liability with regard to your access to such linked websites.

14. **Liability Limitations.** Except to the extent otherwise provided in the Master Agreement, we are not responsible for the accuracy, completeness, and/or validity of any products or solutions provided to us by third parties such as consumer reporting agencies, or for incorrect information that you provide to us, such as incorrect or outdated contact information. In addition, except to the extent otherwise provided in the Master Agreement, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, (collectively, "Losses") caused by your use of the Products, and neither we nor our suppliers shall be liable for any: (a) failure to perform or any Losses arising out of an event or condition beyond our reasonable control, including but not limited to any of the events described in the Force Majeure section below; or (b) the loss, confidentiality, or security of any data while in transit via the Internet, telephone or other communication lines, postal system, ACH network or other means of transmission. If you subscribe to any Product, you do it at your initiative and are solely responsible for compliance with applicable laws relating to the use of such Product. Except to the extent otherwise provided in the Master Agreement, neither we nor our suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of your subscription to one or more Products or contained in any third party sites linked to or from our website. Except to the extent otherwise provided in the Master Agreement, with the exception of the product warranty with respect to Warranted Products, we disclaim any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose, non-infringement or error-free operation, and all services provided to you are provided on an "as-is", "where-is" and "as-available" basis.

15. **Customer Service.** We are available to answer your questions and receive your comments or inquires via phone (1-844-666-4867 (1-844-MONITOR)) or email (clientservices@infoarmor.com) 24 hours per day, seven days a week (24/7). If you contact us by email, we will use best efforts to respond to your message as soon as possible.

16. **Your Responsibilities.** When you affix your electronic signature to this Agreement, that means you: (a) will be obligated to abide by all terms and conditions set forth in this Agreement; (b) will allow us to review your personal identity and credit information for evidence of any previous fraud or misuse; (c) understand that if we determine, in our sole and absolute discretion, that you knowingly and willfully committed fraud, we may refuse to allow you to subscribe to Products; (d) agree to inform us of any breach or misuse of your Personal Information of which you obtain knowledge within 90 days of when you obtain such knowledge incident in order to receive our assistance in recovering or restoring your identity; (e) agree to provide accurate information in your registration; and (f) not to share your password with third parties. Your failure to timely notify us of any breach or misuse of your Personal Information of which you obtain knowledge will not result in the cancellation of your PrivacyArmor Plus services but it may substantially impede our ability to assist you in responding to such breach or misuse and mitigating any harm resulting therefrom.

17. **Compliance with Master Agreement.** You agree to use the Services only for the purposes stated in, and in compliance with, this Agreement. If you are subject to claims seeking damages as a result of our actions or failures to take action, you agree to resolve all such disputes in accordance with these Terms and Conditions.

18. **Governing Law.** Except with respect to any applicable federal law, this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Arizona without regard to conflict of law's provisions.

19. **Force Majeure.** Neither you nor we shall be liable for any loss nor damage due to causes beyond your or our control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of terrorism, acts of civil or military authorities, acts of others in violation of applicable law, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond your or our control. Either you or we may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than 30 days due to the reasons set forth in this section above.

20. **Assignment.** We may assign our rights and/or delegate or cause to be assumed all or a portion of our duties under this Agreement to a third party. You may not assign your rights or delegate or cause to be assumed your obligations under this Agreement to anyone.

21. **Integration.** This Agreement constitutes the entire understanding between you and us with respect to the subject matter of this Agreement, and all prior and contemporaneous agreements, understandings, and representations concerning such subject matter are hereby made null and void in their entirety. This Agreement shall not affect any other agreement between you and us which sets forth terms and conditions applicable to subject matter other than the Products.

22. **Waiver.** We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us shall be binding unless in writing and signed by an authorized representative of InfoArmor. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

23. **Effect of Invalidity.** If any provision of this Agreement is held to be invalid, the remaining provisions will remain valid and enforceable.

24. **Our Contact Information.** Unless otherwise agreed, you may contact us using any of the following means:

- InfoArmor, Inc. Client Services, 7001 N. Scottsdale Road, Suite 2020, Scottsdale, AZ 85253
- clientservices@infoarmor.com
- 1-844-666-4867 (1-844-MONITOR)

Information or notices by any of the above methods will be effective when we receive them.