



## TERMS AND CONDITIONS FOR SERVICES

This document (this "Agreement") sets forth the terms and conditions under which InfoArmor, Inc. ("we," "us," or "our") will provide PrivacyArmor ("Product") to its customers ("you" or "your").

Terms and conditions applicable to all Products are stated under the "Terms and Conditions Applicable to all InfoArmor Products" 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 each of the Products for which you have subscribed. Please read this Agreement and keep a copy for reference.

### TERMS AND CONDITIONS APPLICABLE TO PRIVACYARMOR

PrivacyArmor allows you to opt in or out of marketing solicitations by offering:

- A. Direct Mail filtering - within 90 days of enrollment, you should notice a reduction in the amount of mail you receive because we place your name on "do not mail" lists of direct marketers;
- B. Pre-approved credit offer filtering - because we add your name to the opt-out system maintained by various consumer reporting agencies, you should no longer receive pre-approved credit and insurance offers;
- C. Do not call registry - we add your name to the National Do Not Call Registry, which means you should not receive telemarketing calls.

Note: Even though your contact information will be included in the National Do Not Call Registry, that listing will not prevent calls 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.)

You may subscribe to any or all of the services described above. You may change your subscription at any time by calling us at 1-800-789-2720 or online at [www.infoarmor.com](http://www.infoarmor.com).

**Instruction to Provide Information to Do Not Contact Lists:** You hereby instruct and direct us to:

- 1. Submit your name, address, and other information required by direct marketers to be added to their "do not mail" lists;
- 2. Submit your name, address, and other information required by the consumer reporting agencies to be added to their system for opting out of pre-approved credit and insurance offers;
- 3. Submit your telephone number and email address to the National Do Not Call Registry (the "Registry") to include your telephone number in the Registry.

Note: You understand that your phone number will NOT be added to the Registry unless and until you click on a link that will be sent from [register@donotcall.gov](mailto:register@donotcall.gov) to the email address you have submitted (the "Opt Out Confirmation").

You also give us permission to contact the Registry to verify that you have responded to the Opt Out Confirmation and notify you if the Registry did not receive your response to the Opt Out Confirmation. If requested by the owner/operator of a do not call or do not mail list, the Federal Trade Commission, or any other governmental agency, you also authorize us to provide a copy of this Agreement, showing your electronic signature (see the Consent to Electronic Delivery section below), to confirm to the requester that you have permitted us to add your contact information to these lists on your behalf.

PrivacyArmor offers identity protection by providing the following:

- A. **Identity Monitoring** - SNAPD technology is used to identify patterns that detect identity theft as or before it happens protecting your personal information from unauthorized use. SNAPD monitors whether your identity information (name, Social Security, address etc.) is used to open new accounts and other types of fraud, it does not monitor activity on your existing credit accounts;
- B. **Privacy Advocate** - If your identity is ever compromised while you are a PrivacyArmor customer, a professional will work with you to restore your identity and financial reputation;

Note: If you wish to correct your identity yourself, you can reference the self help tools on our website. If you want our Privacy Advocate to assist you in reclaiming your identity on your behalf, you will need to sign the Additional Agreements (as described in Additional Agreements section below).

- C. **Early Warnings** - We will send you notice of potential identity misuse or theft so that your Privacy Advocate can help you take the appropriate protective measures;

### TERMS AND CONDITIONS APPLICABLE TO ALL INFOARMOR PRODUCTS

- A. **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 web site (the "Disclosure Delivery Location") or otherwise notifying you. Subsequent Disclosures will be available for your review for not less than 90 days after making them available on our secure web site. 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 1-800-789-2720.
- B. **Modification of this Agreement.** 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. By using the Site, you agree to be bound by this Agreement that is in force during such use. 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.
- C. **Billing and Payment Terms.** The total fee for all Products to which you subscribe (the "Product Fee", whether you subscribe to one or more Products) will be automatically charged to your bank credit card or through another automated payment method acceptable to us on each Payment Date (an "Appropriate Payment Method"). "Payment Date" means the date on which you subscribe to a Product and each monthly or annual anniversary of such date. For example, if you subscribe to a Product on March 5, the Payment Date will be the 5th day of each month for a monthly subscription or March 5<sup>th</sup> of the following year for an annual subscription.

- D. **Renewal of Product Subscriptions.** Your subscription to one or more Products will be automatically renewed on each Payment Date until such time as either you or we cancel the subscription to that Product.
- E. **Refusal of Subscription.** We reserve the right to reject your subscription for Products for any reason such as: (a) unavailability of a service in the state where you reside, (b) your credit history, (c) inability to provide an Appropriate Payment Method (as defined in Billing and Payment Terms section above), or (d) you attempt to subscribe to PrivacyArmor Preferred and/or CreditArmor and we have previously paid claims to you or on your behalf equal to the Coverage Cap (as defined in Identity Fraud Expense Coverage below).
- F. **Identity Fraud Expense Coverage.** Reimbursement for expenses incurred due to the direct result of any confirmed/proven identity fraud commenced during the policy is outlined in the Expense Coverage Policy.
- G. **Cancellation of Service by Insured Person.** You may cancel your subscription to any or all Products at any time by calling us at 1-800-789-2720 and informing us of your decision. **Cancellation will be effective immediately. If you prepaid for more than one month you will receive a pro rata refund when you cancel.**
- H. **Service Mark Notice.** InfoArmor, the InfoArmor logo, PrivacyArmor, Privacy Advocate and SNAPD are our service marks (the "Marks"). All promotional materials, advertising, web sites, 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.
- I. **Personal Information Privacy.** We will protect your personal information ("Confidential 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.

You authorize InfoArmor to provide your personal information to its third party service providers and its marketing partners (employers, affinity organizations, wholesalers, resellers and service organizations offering Product), to receive and use this information as InfoArmor deems reasonably necessary in the course of performing Product enrollment, delivery, service and billing.

Please read our Privacy Policy by clicking the Privacy Policy link on the bottom of this web page. By affixing your electronic signature to this Agreement you are also accepting our Privacy Policy.

- J. **Linking Policy.** In order to provide the Products to you, we use a number of third parties. We have established Internet links from our web site to select news media outlets, the Federal Trade Commission, and other industry web sites. The linked sites 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 web sites may have privacy policies that are different than ours and may provide you less security for your Confidential Information than we do. If you access any third party web site, you do so at your own risk. We disclaim all liability with regard to your access to such linked web sites.
- K. **Liability Limitations.** 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, 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. Without limiting the foregoing, 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, communication lines, postal system, or ACH network. 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 Products, if any. 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 web site. 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, or error-free operation.

- L. **Customer Service.** We will be available to answer your questions and receive your comments or inquires via phone (1-800-789-2720) or email (clientservices@infoarmor.com) Monday through Friday 8 a.m. to 5 p.m. Mountain Time. If you contact us by email, we will use best efforts to respond to your message as soon as possible.
- M. **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 Confidential Information within 30 days of each incident in order to receive our assistance in recovering or restoring your identity; (e) understand that your Product subscription will be automatically renewed at the end of your subscription period and will be charged via the Appropriate Payment Method until you contact us to cancel your subscription as described in the Force Majeure section below; (f) agree to provide accurate information in your registration; and (g) not to share your password with third parties. Failure to comply with these requirements shall constitute a breach of this Agreement.
- N. **Indemnification.** 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.
- O. **Governing Law.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with federal law and, to the extent state law applies, the law of Arizona without regard to conflict of law's provisions.
- P. **Arbitration.** Any claim or controversy arising out of or relating to your use of the Products or to any acts or omissions for which you contend we are liable, including but not limited to whether a particular claim or controversy is subject to this Section ("Dispute"), shall be finally, and exclusively, settled by arbitration held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be conducted in Phoenix, Arizona. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall have the power to award no more than the prevailing party's actual, compensatory damages in connection with any Dispute, and may not award damages in excess of actual, compensatory damages, such as by multiplying actual damages or by awarding consequential, punitive, or exemplary damages (collectively, "Enhanced Damages"), and both you and we irrevocably waive any claim to Enhanced Damages, except where such a waiver would explicitly violate the law of the state in which you live at the time a Dispute arises. This section, regarding Arbitration, shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any party other than you or us, regardless of the nature of the issues or disputes involved. Any judgment upon the award rendered by the arbitrator may be entered in any court which has jurisdiction over the non-prevailing party. By agreeing to the foregoing arbitration terms, you waive your right to go to court to assert or defend your rights. You also waive your right to participate in or bring class actions. If any of the foregoing provisions is determined by a court or arbitrator to be inapplicable or unenforceable with respect to a Dispute, you and we agree that, subject to the foregoing arbitration provisions, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Maricopa County, Arizona. If either you or we employ attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.
- Q. **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, inability to secure raw materials, transportation facilities, 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 Cancellation section above.

- R. **Assignment.** We may assign our rights and/or delegate all or a portion of our duties under this Agreement to a third party. You may not assign your rights under this Agreement to anyone.
- S. **Integration.** This Agreement constitutes the entire understanding between you and us with respect to the subject matter of this Agreement, and all prior 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.
- T. **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 of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
- U. **Effect of Invalidity.** If any provision of this Agreement is held to be invalid, the remaining provisions will remain valid and enforceable.
- V. **Acceptance of Agreement.** Payment of the Product Fee on each Payment Date constitutes your continued acceptance of this Agreement, including the Arbitration section.
- W. **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](mailto:clientservices@infoarmor.com)
  - ✓ 1-800-789-2720

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