

Identity Hero Service Terms and Conditions (the "Service Terms") are a legally binding agreement between Identity Hero ("Identity Hero," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the Identity Hero identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as Identity Hero Ultimate, the term "Monitor" shall refer to an adult that is 18 or older and is serving to monitor the Identity Hero account of a Member of Identity Hero with that Member's permission, and "User" which refers to a customer of our non-fee based Services such as serving as a Monitor for a Member of our Service. Collectively we will use the term "Customer" when referring to both Members and Users.

Both our Privacy Policy and our Website Terms of Use, which apply to our website (our "Site") and your use of our Site, are available and are incorporated by reference into these Service Terms. Notwithstanding anything stated otherwise in these Service Terms, the Privacy Policy shall govern with respect to the collection, use, retention or storage of any information or data provided by you or to which you grant Identity Hero access.

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOUR ACCESS TO OR USE OF THE SERVICES DOES NOT VIOLATE APPLICABLE LAWS, AND THAT YOU AGREE WITH ALL THE TERMS OF THESE SERVICE TERMS. FURTHER, IF YOU ENROLL IN OR USE OUR CREDIT MONITORING SERVICE AND/OR ANY OF OUR PROTECTION PROGRAMS, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A U.S. RESIDENT, THAT YOU HAVE PROVIDED US YOUR VALID U.S. SOCIAL SECURITY NUMBER, AND THAT YOU SHALL ONLY USE SUCH SERVICES IN CONNECTION WITH YOUR PERSONAL ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID U.S. SOCIAL SECURITY NUMBER.

IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST NOT ENROLL OR REGISTER FOR ANY OF THE SERVICES OR OTHERWISE USE THE SERVICES. UNLESS YOU CONTACT US WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME EMAIL OR, IF YOU DO NOT RECEIVE A WELCOME EMAIL BECAUSE YOU DO NOT HAVE AN EMAIL ADDRESS, WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME KIT YOUR ENROLLMENT WILL INCLUDE USE OF THE INSURANCE.

DEPENDING ON YOUR OFFER, YOUR MEMBERSHIP MAY HAVE AN INTRODUCTORY OFFER OR SPECIAL OFFER. AFTER THE INTRODUCTORY OFFER EXPIRES, YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AT THE APPLICABLE THEN-CURRENT PRICE DEPENDING ON YOUR SELECTION (E.G., ANNUAL, MONTHLY, MEMBERSHIP TIER/LEVEL, ETC.) UNTIL CANCELLED BY YOU. THE THEN-CURRENT RENEWAL PRICE IS SUBJECT TO CHANGE BUT WE WILL NOTIFY YOU IN ADVANCE. PLEASE NOTE THAT YOU MUST KEEP YOUR EMAIL ADDRESS UP TO DATE FOR PURPOSES OF RECEIVING SUBSCRIPTION NOTIFICATIONS AND YOU HEREBY WAIVE YOUR RIGHT TO RECEIVE SUCH NOTICES IF YOU DO NOT PROVIDE A VALID EMAIL ADDRESS. IF YOU WISH TO CANCEL THE SERVICES, PROTECTION PROGRAMS, AND/OR CREDIT MONITORING SERVICES AND TRANSACTED DIRECTLY WITH Identity Hero, YOU MUST CALL 1-888-888-7388 OR CANCEL THROUGH THE MEMBER PORTAL. TO CANCEL ANY OTHER SERVICES, YOU MUST DO SO BY CALLING Identity Hero AT 1-888-888-7388 OR TERMINATING IN ANOTHER MANNER AS INSTRUCTED THROUGH THE SERVICE (SUCH AS BY DE-INSTALLING OUR APP ON YOUR MOBILE DEVICE). IF

YOU HAVE TRANSACTED FOR SERVICES VIA A THIRD PARTY, YOU MUST TERMINATE THE SERVICES WITH THAT THIRD PARTY.

YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE SERVICE TERMS. WE MAY CHANGE, UPDATE, ADD OR REMOVE PROVISIONS OF THESE SERVICE TERMS AT ANY TIME BY POSTING THOSE CHANGES ON OUR SITE. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE SERVICE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE UPDATED SERVICES TERMS YOU MUST STOP USING THE SERVICES.

For certain Services, we may allow you to enroll or permit to be enrolled your minor child, if you are his or her parent or legal guardian. We may require you to provide, either directly or indirectly, documentation to us as we deem it necessary in our sole discretion, to prove your relationship with any such minor child. You acknowledge that these Service Terms will apply to your minor child, and you hereby expressly accept these Service Terms on behalf of your minor child.

#### 1. Enrolling in Identity Hero Services - Members

Depending upon the Services you enroll in, register for, or otherwise sign up for or subscribe to use (collectively, "enroll"), we may permit you to be enrolled (i) by telephone, (ii) on our Site, (iii) by some other method we expressly permit, or (iv) by a third party who is authorized to provide your Personal Information to enroll you on your behalf (collectively, the "Enrollment Process"). In order to enroll in, register for and receive one or more Services, you must provide us with the full and accurate Personal Information that we require for the applicable Services, which may include without limitation your name, address, telephone number, email address, date of birth, driver's license number, Social Security number, and other personal information to verify your identity, as well as financial information such as your credit card number (collectively, "Personal Information"). You agree to keep all Personal Information updated and accurate. In the event we do not receive all the required Personal Information during your Enrollment Process, you agree that we may, in our sole discretion, use our data base, the data base of our affiliates, or other resources to attempt to complete the required Personal Information on your behalf. If we are unable to obtain the required Personal Information or you fail to authenticate your identity as may be required, the Services for which you have enrolled or registered from us may be limited or unavailable. A Monitor may enter the above information for a Member of Identity Hero provided however, the Member is responsible for the accuracy of the information and assuring that it is up to date.

Upon completion of the Enrollment Process, and payment to us of any fees owed, you will become eligible to receive the Services for which you have enrolled or registered.

As a Member enrolled in a qualifying Protection Program(s), should you become a victim of identity theft you will be insured for certain losses in accordance with our Service Guarantee and Insurance, which is incorporated by reference into these Service Terms. Along with the Service Guarantee and Insurance, please review our reimbursement guidelines. For purposes of clarity, certain services and/or plans such as a Monitor for a Member is not covered by any Insurance or Service Guarantee, unless such Monitor obtains his/her own membership. Such coverage belongs to the Member at the levels described in the Member program. Please note, your service and/or plan may not include a Protection Program, including a Service Guarantee.

YOU UNDERSTAND AND AGREE THAT THE SERVICES SHALL NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CONSUMER REPORTING AGENCIES. YOU UNDERSTAND THAT WE MONITOR YOUR PERSONAL INFORMATION WITHIN OUR NETWORK USING CERTAIN PROPRIETARY TECHNOLOGIES AND DATABASE INFORMATION OWNED BY OR UNDER LICENSE TO US, BUT NOT ALL TRANSACTIONS, INCLUDING THOSE THAT MIGHT ENTAIL THE POTENTIALLY FRAUDULENT USE OF A CUSTOMER'S INFORMATION, MAY BE MONITORED AND THE SCOPE OF THE NETWORK UTILIZED BY US TO PROVIDE ALERTS MAY CHANGE. YOU ALSO UNDERSTAND AND AGREE THAT IT MAY TAKE UP TO FOUR (4) WEEKS FROM THE DATE YOU ACCEPT THESE SERVICE TERMS AND COMPLETE THE ENROLLMENT PROCESS FOR ALL OF THE SERVICES TO BE FULLY ACTIVATED.

## 2. Enrolling in Identity Hero's Services - Users, including Monitors for Identity Hero Members

We may make certain features and Services available to Users for no fee (the "User Services"), including those we make available on or through your mobile phone or device and those we make available by any means to Monitors of accounts for our Identity Hero service for which either the User or the member may be responsible for payment. User Services may include the ability to receive SMS text messages, email, push notifications and other notifications from the Services (the "Mobile Alerts") and the ability to access the Services for which you have enrolled or registered through our mobile enabled application (our "App").

Users of our User Services are not required to enroll as a Member; however, Users may still be required to register with us and may need to provide permissions for us to contact them via SMS text messages, email, push notifications or automated telephone recordings to fulfill the services in the case of our service. To register for User Services, you must provide us with certain information, including your name, mobile telephone number and email address, and must also create a username and password. Members enrolled by their Monitor for our services will be asked to accept these terms and conditions as well as confirm their agreement to such terms and conditions.

### A. Mobile Alert Service

If you are a Member or a User who is a Monitor in the Identity Hero product and you elect to enroll in our Mobile Alert Service, you acknowledge and agree that we may continue to send you alerts and other notifications via the email address or telephone number you provided to us or through another method as expressly agreed to by us in writing, until you notify us that you no longer wish to receive these Mobile Alerts. You can choose what types of Mobile Alerts you would like to receive, including where eligible Transaction Monitoring or Credit Monitoring Mobile Alerts. You should note that Mobile Alerts sent to you are not encrypted. You should take steps to protect your email and/or any devices through which you access or receive such alerts to safeguard against unauthorized access.

THE FREQUENCY OF MOBILE ALERTS WILL VARY BASED ON THE KINDS OF ALERTS AND OTHER NOTIFICATIONS (INCLUDING PUSH NOTIFICATIONS ON YOUR MOBILE DEVICE) YOU SIGN UP TO RECEIVE PURSUANT TO YOUR SERVICES. STANDARD TEXT MESSAGING RATES APPLY (INCLUDING WHERE APPLICABLE ROAMING CHARGES), SO PLEASE CONTACT YOUR MOBILE PHONE CARRIER FOR DETAILS AND FEES. YOU WILL BE RESPONSIBLE FOR ALL TEXT MESSAGING AND DATA PLAN FEES CHARGED BY YOUR MOBILE PHONE SERVICE. MOBILE ALERTS ARE PROVIDED AS A COURTESY TO YOU. WE DO NOT GUARANTEE THE ACTUAL, COMPLETE OR TIMELY DELIVERY OF ANY MOBILE ALERTS. WE ARE NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATED

TO, THE FAILURE OF ANY MOBILE ALERT TO BE ACTUALLY, ACCURATELY, FULLY OR TIMELY DELIVERED TO YOU FOR ANY REASON WHATSOEVER, INCLUDING THOSE CAUSED BY A TECHNICAL ERROR OR OTHER PROBLEM WITH OUR SYSTEMS, THOSE OF YOUR MOBILE SERVICE PROVIDER, A THIRD PARTY COMPANY OR ISSUES RELATED TO YOUR MOBILE SERVICE ACCOUNT OR MOBILE DEVICE.

### 3. Changes to the Services

We reserve the right to modify, add to, discontinue, and/or retire any Service and/or any feature of a Service at any time. We may also modify the terms and conditions that apply to the features and your use of the Services. We shall make reasonable attempts to provide you with notice of such modifications by posting them on the Site. We have no obligation to provide direct notice of any such changes. We have the right to define eligibility criteria for the Services, and make changes to those criteria at any time.

If we modify or update the Service Terms and/or Service(s), you have affirmatively agreed to such changes by continuing to use the Service(s) and Site. If you object to such change, your sole remedy shall be to terminate and/or cancel the Service. You can cancel the Service at any time, and may be eligible for a refund, as set forth in our refund policy - Section 8.

### 4. Transaction Monitoring Feature

You may be eligible to use the transaction monitoring feature ("Transaction Monitoring") of our Services. To sign up for Transaction Monitoring, you must provide us with the account credentials ("Account Credentials") for your eligible financial account(s) (such as credit card accounts, checking and savings accounts and investment accounts) at participating third party institutions, and authorize Identity Hero to use your Account Credentials to directly access your account data at these third-party companies ("Account Information"). By using the Transaction Monitoring feature and providing us your Account Credentials, you are expressly authorizing Identity Hero to access your Account Information on your behalf. You hereby grant Identity Hero a non-exclusive, royalty-free, fully paid-up, license to use your Account Information in order to provide our Services to you, and to prepare aggregated and anonymous data derived from your Account Information for our own internal use. If any of your Account Credentials change, you are responsible for providing updated Account Credentials to Identity Hero; if you do not, we will not be able to access your Account Information to provide alerts or notifications for any account for which we do not have your current Account Credentials.

Identity Hero Members that sign up for Transaction Monitoring, may be able to receive related alerts via email or mobile device (see Mobile Alerts section about for more details). Transaction Monitoring alerts are only available for certain types of transactions. Identity Hero may add or remove the types of transactions for which it will provide alerts at any time and without advance notice to you. Transaction Monitoring and alerts may not be available for all of your accounts, and the scope of Transaction Monitoring and alerts may vary based on the particular financial institution or credit card account.

YOU ACKNOWLEDGE AND AGREE THAT WHEN Identity Hero IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, Identity Hero IS ACTING AS YOUR AGENT FOR THE SOLE AND LIMITED PURPOSE OF OBTAINING YOUR ACCOUNT INFORMATION TO PROVIDE THE SERVICES TO YOU. IF YOU SIGN UP TO RECEIVE TRANSACTION MONITORING ALERTS ON YOUR MOBILE DEVICE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE.

RECOMMENDATIONS RELATED TO TRANSACTION ALERTS. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY BASED ON YOUR RELIANCE ON OR USE OF ANY INFORMATION CONTAINED IN ANY ALERT OR DUE TO A FAILURE TO SEND OR RECEIVE AN ALERT.

## 5. Credit Reports, Credit Scores

Certain Services may provide the opportunity for you or your Monitor to review a copy of your credit report and score or alerts derived from changes to your reports. By enrolling in a Identity Hero Service which provides Credit Monitoring Service, you agree that you are providing written instructions and your consent in accordance with the Fair Credit Reporting Act, authorizing Identity Hero, any Monitor permitted by you and Identity Hero's Service Providers, including but not limited to Equifax Consumer Services LLC "Equifax", to obtain your consumer report information, including your credit information, from the personal credit report maintained by one or more of three nationwide credit reporting agencies, Equifax, Experian and TransUnion, or any other credit bureau with which Identity Hero and its Service Providers, including but not limited to Equifax, may request your consumer report file information. You consent and authorize Identity Hero and its Service Providers, including but not limited to Equifax, to access your personal credit information in order to (i) confirm your identity, (ii) display your credit data to you related to your use and enjoyment of the product and (iii) provide your Equifax credit data to Identity Hero so that Identity Hero may create and deliver to you, certain fraud alert products. Further, we remind you that we may monitor your credit reports and consumer report files at additional credit bureaus in addition to the three credit bureaus (Equifax, Experian and TransUnion) in order to provide you with the Services. Any person who knowingly and willfully obtains a consumer credit report or score/disclosure under false pretenses may face criminal prosecution. We do not directly report or provide your credit score to any third party; however, we may use it in accordance with our Privacy Policy.

Some of our Services provide you with access to your credit score. Identity Hero has provided the TransRisk scoring model as provided by TransUnion for these services historically, which have changed to Equifax in March 2016. Since we have changed to Equifax, Equifax will provide you with an alternative to the TransRisk Score. No score provided by Identity Hero is a "FICO" score, which is derived by the Fair Isaac Corporation. As with all credit scores, the actual numeric value may vary from credit bureau to credit bureau. These types of score variances are natural and should not be cause for alarm.

Your enrollment in any Credit Monitoring Service depends upon both (i) the credit bureaus' ability to locate your credit file in their records and (ii) the successful authentication of your identity. Specifically, if any of the three nationwide credit bureaus (Equifax, Experian, and TransUnion) cannot locate your credit file in their records, you will only be eligible to enroll, or continue to remain enrolled, in our membership level that includes three bureau credit monitoring if you have an Equifax credit file and you will only be permitted to enroll in a single bureau credit monitoring plan if you have an Equifax credit file. If you do not have an Equifax credit file, you will be downgraded to a plan with all other features of your chosen plan without credit features. We will notify you of your status if you fall into either of the circumstances above. Please note each plan differs from the other plans in terms of other features, including different coverage amounts for insurance reimbursement. As always, you will also have the option to terminate your Identity Hero Services (for more details regarding cancellation, please see section 8, Term and Termination, of these terms and conditions).

If you are a Monitor for an Identity Hero Member, you confirm that you are not acting as a credit counselor or credit repair service, and you understand that Identity Hero's restoration

services are limited to assisting Members in remediating the effects of identity theft. You understand that any attempt to use the Services to act as a credit repair service may result in Identity Hero terminating the Membership for misuse and pursuing recovery of any damages incurred by Identity Hero or its Service Providers from you directly.

## 6. PII Removal

### No Guarantee

We do not guarantee that the PII Removal Service will find your online personal information at any of the Data Sites, or that it will scan all Data Sites if your online personal information is not present. We do not guarantee that the Service will be effective, that an Opt-out request will be honored or responded to, or that all Opt-out requests for your online personal information will be equivalent. We do not guarantee that an Opt-out request will prevent all or any future uses or disclosures of your online personal information by a Data Site, that we will identify all instances of your online personal information that are eligible for Opt-out, or that the Data Sites will not retain copies of your online personal information.

Some of the Data Sites may have multiple databases and may acquire and aggregate personal information about individuals on an ongoing basis. The Opt-out request we submit on your behalf may not be effective for all sources of online personal information maintained by the Data Site, or for online personal information acquired by the Data Site after we submit the Opt-out request. In addition, we may not locate all entries or the correct entries of your online personal information that are eligible for Opt-out. Not all these Data Sites offer the same type of Opt-out options. Further, in some instances, even if we can effectively submit an Opt-out request on your behalf to a Data Site that Data Site may still maintain your online personal information in its records. In other instances, a Data Site may fail to honor or properly respond to an Opt-out request.

You understand and agree that Identity Hero is not responsible for the actions or inactions of any of these Data Sites, and that Identity Hero makes no representations, warranties, or guarantees related to such Data Sites. You expressly agree that we will not be liable to you under any circumstances for any actions or inactions of these Data Sites, or for our failure for any reason to exercise effective Opt-outs on your behalf.

You understand and agree that Identity Hero is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act.

### Limited Authority to Act on Your Behalf

To make an Opt-out request, Identity Hero may need to interact with Data Sites on your behalf. You expressly authorize Identity Hero, its agents, servicers, and its employees, to act as your personal representative to submit Opt-out requests to Data Sites and

- Obtain information on your behalf.
- Submit your personal information to the Data Sites.
- Communicate with the Data Sites or other third parties on your behalf.
- Agree to applicable terms and conditions imposed by these Data Sites.
- Complete and sign or execute documents on your behalf; and take other actions that Identity Hero believes is reasonably necessary to complete an Opt-out request from a Data Site or to implement the Service.

## 7. Payment

For credit/debit card payments, with your consent and in accordance with our Privacy Policy, we retain your payment information and method that you enter. We use your stored payment

method information to bill and automatically renew the Service(s). We reserve the right to verify credit/debit card payments prior to acceptance of Your Order. We also reserve the right to obtain and continue using updated credit card account information electronically, when applicable, from the card brands and retry failed payments in order to complete transactions, including but not limited to, retrying failed cards with extended expiration dates. We may also reserve the right to change or amend authorized third parties to assist with payment processing. Our use of third parties benefit you by allowing us to offer a variety of payment methods and decrease failed transactions.

You can cancel the Service at any time, and may be eligible for a refund, as set forth in our refund policy - Section 8. If we modify or update your Service and you object to such change, your sole remedy shall be to terminate and/or cancel the Service.

You further acknowledge and agree that, subject to our then current member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services unless noted otherwise and we may collect all applicable sales taxes.

## 8. Your Conduct

You understand and agree that perfect security does not exist anywhere, and that you will protect your Personal Information in a reasonable way at all times. Accordingly, you will not recklessly disclose or publish your Social Security number or any other Personal Information to anyone who might reasonably be expected to improperly use or disclose that Personal Information, such as, by way of example, in response to "phishing" scams, unsolicited emails, or pop-up messages seeking disclosure of Personal Information. You also agree that you will, upon request from us, immediately remove from your computer any software that we notify you poses a security risk. To access the Services via our App or online member portal, Customers must have a valid user name and password, which Customers will receive after enrolling or otherwise registering with us for the applicable Service(s). You are responsible for maintaining the confidentiality of any password associated with your use of the Services and the App, as well as any activity within the App and Services using your password(s).

## 9. Term and Termination

Identity Hero reserves the right to terminate the Service and/or Service Terms upon notice, with or without cause. Unless cancelled and/or terminated, the Services shall automatically continue indefinitely, and you shall pay the applicable then-current prices as published by us. As you authorized during the transaction for the Services, we stored your payment method and the Services will automatically renew and be billed, until you cancel.

### A. Customers Enrolled and Transacted in Service(s) Directly with Identity Hero

You may cancel your Service or the automatic renewal of your Service at any time. To terminate and/or cancel your Service, you must call 1-888-888-7388. Please review the Identity Hero Cancellation, Return & Refund Policy for more information on refunds

### B. Members Enrolled in the Services through a Third Party

If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to cancel the Service and/or Service Terms, you must notify the third party of

your intent to cancel. We will terminate the Services and/or Service Terms upon notice to us provided by such third party. If you are enrolled in any Services through a third party, you will not be entitled to any refund of fees by Identity Hero; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.

#### 10. Privacy

You agree that we may use your Personal Information in accordance with our Privacy Policies, which are incorporated by reference into these Service Terms. You expressly authorize Identity Hero, its agents, and its employees to obtain various information and reports about you (or about any minor child that you have enrolled) as we deem reasonably necessary or desirable in the course of performing the Services. We may share your Personal Information with any other person registered on your Identity Hero account. You, individually or as the parent or legal guardian of a minor child you enroll or cause to be enrolled, expressly authorize Identity Hero, its agents, and its employees to take any steps necessary to implement the Services, including, but not limited to, completing and executing any documents, communicating with third parties, and acting as a personal representative to the fullest extent permitted by law.

#### 11. Ownership of Intellectual Property Rights

We retain all right, title and interest (including all copyright, trademark, patent, trade secrets and all other intellectual property rights) in our Services, our App (including the Data) as well as our trademarks, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Services and our App. Further, your use of or access to our Site and to any content, materials, data or information available on or via our Site, is subject to the Identity Hero Intellectual Property Statement, including its applicable provisions on intellectual property, feedback, submissions, and proprietary rights.

#### 12. Local Laws; Export Control

We control and operate the App and Services from our headquarters in the United States of America and the content and features may not be appropriate or available for use in other locations. If you use the App or Services outside the United States of America, you are responsible for following applicable local laws. By using the App or Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#### 13. Disclaimer of Warranties

UNLESS OTHERWISE EXPLICITLY STATED, Identity Hero, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Identity Hero DOES NOT PROVIDE



ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

#### 14. Limitation of Liability

OTHER THAN PURSUANT TO THE SERVICE GUARANTEE WHICH APPLIES SOLELY TO MEMBERS ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, Identity Hero, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS (\$1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### 15. Jurisdiction

These Service Terms and any Services provided hereunder will be governed by the laws of the State of Arizona, without regard to any laws that would direct the choice of another state's laws and, where applicable, will be governed by the federal laws of the United States.

#### 16. Indemnification

You will indemnify and hold Identity Hero (and our officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Service Terms, or your violation of any law or regulation, or the rights of any third party.

#### 17. Other Rights

You understand and agree that the Fair Credit Reporting Act allows you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. You also understand and agree that your decision to pay any required payments for the Services and receive the Services under these Service Terms has been made by you as a convenience, and is not legally required. Further, all Customers may request that their name be removed from preapproved credit card mailing lists; to opt out of preapproved credit card offers free of charge, log on to [www.optoutprescreen.com](http://www.optoutprescreen.com) or call 1-888-5OPTOUT.

#### 18. PII Scan & Removal Services

### **No Guarantee**

We do not guarantee that the Service will find your online personal information at any of the Data Sites, or that it will scan all 10 Data Sites if your online personal information is not present. We do not guarantee that the Service will be effective, that an Opt-out request will be honored or responded to, or that all Opt-out requests for your online personal information will be equivalent. We do not guarantee that an Opt-out request will prevent all or any future uses or disclosures of your online personal information by a Data Site, that we will identify all instances of your online personal information that are eligible for Opt-out, or that the Data Sites will not retain copies of your online personal information.

Some of the Data Sites may have multiple databases, and may acquire and aggregate personal information about individuals on an ongoing basis. The Opt-out request we submit on your behalf may not be effective for all sources of online personal information maintained by the Data Site, or for online personal information acquired by the Data Site after we submit the Opt-out request. In addition, we may not locate all entries or the correct entries of your online personal information that are eligible for Opt-out. Not all of these Data Sites offer the same type of Opt-out options. Further, in some instances, even if we are able to effectively submit an Opt-out request on your behalf to a Data Site that Data Site may still maintain your online personal information in its records. In other instances, a Data Site may fail to honor or properly respond to an Opt-out request.

You understand and agree that Identityprotection-Services is not responsible for the actions or inactions of any of these Data Sites, and that Identityprotection-Services makes no representations, warranties or guarantees related to such Data Sites. You expressly agree that we will not be liable to you under any circumstances for any actions or inactions of these Data Sites, or for our failure for any reason to exercise effective Opt-outs on your behalf.

You understand and agree that Identityprotection-Services is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act.

### **Limited Authority to Act on Your Behalf**

In order to make an Opt-out request, Identityprotection-Services may need to interact with Data Sites on your behalf. You

expressly authorize Identityprotection-Services, its agents, servicers, and its employees, to act as your personal representative in order to submit Opt-out requests to Data Sites and

- obtain information on your behalf;
- submit your personal information to the Data Sites;
- communicate with the Data Sites or other third parties on your behalf;
- agree to applicable terms and conditions imposed by these Data Sites;
- complete and sign or execute documents on your behalf; and
- take other actions that Identityprotection-Services believes is reasonably necessary to complete an Opt-out request from a Data Site or to implement the Service.

### **19. General**

Neither these Service Terms, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without our prior written permission. Any purported assignment without such permission shall be void. Any waiver of our rights under these Service Terms must be in writing, signed by Identity Hero, and any such waiver shall not operate as a waiver of any future breach of these Service Terms. In the event any portion of

these Service Terms is found to be illegal or unenforceable, such portion shall be severed from these Service Terms, and the remaining terms shall be separately enforced. Your use of the Services shall at all times comply with all applicable laws, rules, and regulations. These Service Terms, and all documents incorporated into these Service Terms by reference, are the entire agreement between the parties with respect to this subject matter, and supersede any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Our failure to enforce any of these Service Terms is not a waiver of such term. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Service Terms. These Service Terms are solely and exclusively between you and Identity Hero and you acknowledge and agree that (i) no third party, including a third-party partner of Identity Hero is a party to these Service Terms, and (ii) no third party, including any third-party partner of Identity Hero has any obligations or duties to you under these Service Terms.