

OEB Beneficiaries End User Terms And Conditions

PLEASE READ THIS ENTIRE AGREEMENT AS IT AFFECTS YOUR RIGHTS.

These InfoArmor, Inc. Terms and Conditions (also referred to herein as the “Agreement”) set forth the terms and conditions under which InfoArmor, Inc. (“InfoArmor,” “we,” “us,” or “our”) will provide identity and privacy protection, as well as any other products and/or any related services (collectively, the “Products”) to you and, if applicable, your dependent family members (collectively, “you” or “your”) as subscribers for any such Products.

You accept this Agreement by either (a) clicking in the box next to “I have read and accepted these Terms and Conditions,” which affixes your electronic signature to this Agreement for each of the Products for which you subscribe, or (b) using the Products, in which case you are agreeing to be bound by this Agreement. By accepting this Agreement, you represent that you are a natural person over 18 years of age and that your access to and use of the Products does not and will not violate any applicable law. Additionally, you represent and warrant that you are a U.S. resident, that you have provided true, accurate and correct information including, if applicable, your valid U.S. Social Security Number, in connection with your registration, and that you will only use the Products for lawful purposes, in accordance with the terms of this Agreement and in connection with your personal accounts.

Among other things, this Agreement contains a provision requiring the use of arbitration to resolve disputes, instead of jury trials, class actions or any other resolution process. It also includes a waiver from participating in a class action – but you have the right to notify InfoArmor that you are not waiving your right to participate in a class action. See below for information on when you must notify InfoArmor. This provision is in Article I(S) below and is entitled “Arbitration Provision and Class Action Waiver.”

This means that, instead of suing each other in court, the parties agree to settle disputes only by arbitration. Arbitration works differently. There is no judge or jury, and review is limited but, like a court, the arbitrator can award damages and relief and must honor the limitations contained in this Agreement.

By agreeing to arbitration, the parties understand and agree that they are waiving their rights to utilize all other available resolution processes (e.g., a court action or administrative proceeding) to settle disputes.

If you do not wish to agree to arbitration and waive your right to all other available resolution processes, you may opt out of the mandatory arbitration and class action waiver provision by notifying InfoArmor within 90 calendar days of your acceptance of this Agreement by sending a notification that includes your name, member ID, and the email address you used to sign up for the Products via electronic mail to customercare@aip.com. Affixing your electronic signature to this Agreement signifies your acceptance of this Agreement and that this Agreement and the Subsequent Disclosures (as defined herein) 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 receive the Subsequent Disclosures in electronic form. “Subsequent Disclosures” means disclosures or information that 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, sending them via email to your Email Address or otherwise notifying you through other means selected by InfoArmor. In accordance with (and subject to) our records retention policy, as updated from time to time, Subsequent Disclosures made available on a secure website will be available for your review for at least 20 days after making them available on our secure website. We may choose to email Subsequent Disclosures to your Email Address. For purposes of this Agreement, your “Email Address” means the email address you give us when you accept this Agreement, or any other email address that you subsequently give us by updating your account registration information, and “Email Notification” means any Subsequent Disclosure that we transmit to your Email Address. To assure your continued receipt of Email Notifications, you must notify us each time you change your Email Address.

You may withdraw your consent to receive Subsequent Disclosures in electronic form by emailing us at customercare@aip.com or calling us at 1-844-666-4867 (1-844-MONITOR) and we will send Subsequent Disclosures in printed form to the most current address that we have for you in our records.

As noted above, please read this Agreement and keep a copy for your reference. By your acceptance of this Agreement, you agree to the above provisions, as well as the following:

ARTICLE I

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SUBSCRIBERS

- A. **Authorization.** You authorize InfoArmor and its subcontractors and service providers to obtain, analyze, process and scan for your own personal information and, if applicable, the personal information of each child under the age of 18 for whom you subscribe for any Products (as described below), including, without limitation, credit and transaction information and, if you enroll in social monitoring, 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, step-parent or legal guardian of all children under the age of 18 for whom you subscribe for any Products. You specifically grant permission to InfoArmor and its subcontractors and service providers to obtain your credit, transaction and 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 to verify your and such children’s identities and provide such credit, transaction and social media information to you.
- B. **Refusal of Subscription.** We reserve the right to reject any request to subscribe for any Products should the service within the state where you reside become unavailable for any regulatory reasons or other legal restrictions.
- C. **Product Enrollment.** You agree to provide valid, accurate, and current personal information during registration for any Product. You understand that InfoArmor’s ability to provide certain Product features is dependent upon your provision of valid, accurate and current information. You acknowledge and agree that you will not be able to obtain access to certain Product features if you do not properly enroll. You also acknowledge and agree that InfoArmor, its subcontractors and/or service providers will not be responsible or liable for any acts or omissions if you fail to provide valid, accurate and current personal information. You may enroll yourself or you may use an authorized third-party to enroll you by having such authorized third-party provide us with your

information on your behalf, together with documentation or other evidence acceptable to us that such third party is authorized to register you and provide such information on your behalf. You may enroll minor children, family members and/or dependents in our Family Plan (described below) if you are their parent, step-parent or legal guardian or if have lawful authority to do so. By enrolling minor children, family members and/or dependents, you acknowledge that this Agreement applies to them and that you agree to and accept the terms of this Agreement on their behalf. By enrolling your spouse or other family members in the Products, you are representing to us that you have their express permission to enroll such family members in the Products. You further agree and acknowledge that this Agreement applies to them and that you accept the terms of this Agreement on their behalf. However, under no circumstances may you enroll your spouse or other family members or dependents who are over the age of 18 into credit monitoring. Any such spouse, adult family member or adult dependent must register for credit monitoring and pass identity verification separately.

- E. Family Plan. Our Family Plan provides a portal that enables you and your authorized family members to access and manage the Products from one account. By creating a family account, you grant account access to all authorized family members to view alerts, reports, scores and other disclosures made through your account. If you or other family members do not want shared family access, you or such family members may contact our customer service department to have one or more separate accounts created. Family member coverage extends to your (i) domestic partner or legal spouse, (ii) dependent children or other dependent family members who reside with you, (iii) dependent children, who do not reside with you; and (iv) other dependent family members who do not reside with you but who are supported financially by you. All such family members must be individually registered to be covered by our Products.

- F. No Fraud Alerts; Network Limitations. You understand and agree that the Products (including any of our services that may be used in connection with the Products) do not include the placing of fraud alerts with credit reporting agencies. Additionally, you understand and acknowledge that we monitor your personal information using our network, which is composed of certain proprietary technologies and databases owned by, or otherwise licensed to, us for our use. InfoArmor shall make commercially reasonable efforts to ensure that fraudulent transactions using your personal information are identified in a timely manner; provided however, not all fraudulent or potentially fraudulent transactions using your personal information may be identified. During the term of your use of the Products, our network and its scope may change with twenty (20) days' notice. You also understand that it may take up to one (1) week from acceptance of this Agreement and enrollment in the Products for all related services to be fully activated.

- G. No Credit Repair. **We are not a credit repair organization or similarly regulated organization under applicable laws, and do not provide any form of credit repair advice. We may offer you access to your credit report and other credit-related information, but we do not offer products, advice, counseling or assistance for the**

express or implied purpose of repairing or improving your credit. You acknowledge that InfoArmor may not legally remove accurate and timely negative information from a credit report.

- H. **Mobile Alerts.** InfoArmor may make certain features of the Products, including alerts, available on or through your registered mobile device. Such features of the Products may be made through push notification, SMS text message, or other mobile alert. If you elect to participate in mobile alerts through the Products, you have the obligation to lock your mobile device and otherwise protect your information contained therein. You consent to the receipt of SMS messages from InfoArmor in the quantity, frequency, and types delivered through the Products. You are responsible for any fees or other charges (including, where applicable, roaming and data charges) that your wireless carrier may charge for any related data or message services. You understand and agree that InfoArmor is in no way responsible for, and expressly disclaims any and all liability related to, the failure of a mobile alert to be actually, accurately, timely, or fully delivered to you, provided such failure is not attributable to any action or inaction by InfoArmor.
- I. **Modification of this Agreement and Products; Additional Agreements.** We reserve the right, at our discretion, to change or supplement the terms of this Agreement upon twenty (20) days' notice to you and posting a new version on this website, [https://cdn2.hubspot.net/hubfs/3836852/OEBandInfoArmorTermsandConditions .pdf](https://cdn2.hubspot.net/hubfs/3836852/OEBandInfoArmorTermsandConditions.pdf) or by otherwise directly notifying you of the revised Agreement. If you do not agree to this Agreement as modified, you must stop using the Products. Your continued use of the Products following the posting of any changes to this Agreement constitutes your acceptance of those changes. We reserve the right to change, discontinue, or retire any Product, or any feature thereof, with twenty (20) days' notice to you. If you ask us to assist you with the restoration of your identity following an event of identity fraud, we may need to send you a package of documents (the "Additional Agreements") which you will need to sign and return to us before we can take action to restore your identity. There will be no extra charge for these services. We will reimburse any incremental expenses, such as notary fees, postage, courier charges, fax charges, photocopies or any additional miscellaneous costs associated with your handling and submission to us of the Additional Agreements to the extent they are directly related to the identity theft incident.
- I. **Personal Information Privacy.** We will undertake to protect your personal information, including your first name, last name, address, U.S. Social Security Number, date of birth, and any information provided to activate monitoring using methods that are consistent with industry best practices, as set forth in our [Privacy Policy](#). Please read our [Privacy Policy](#). By affixing your electronic signature to this Agreement you are also accepting our [Privacy Policy](#).
- J. **Personal Conduct.** You understand and agree that you have an obligation to act responsibly to protect your personal information in a reasonable way. You further understand and agree that you have a duty not to allow the reckless disclosure or publishing of your U.S. Social Security Number, credit card or bank account numbers, and/or similar personal information to persons who may reasonably be expected to misuse such information (e.g., "phishing" scams, unsolicited emails, etc.). You also agree to keep and protect your account login information for your subscription for the Products from unauthorized use. Additionally, you agree to use the Products only for their intended purposes. Should you try to misuse the

Products or engage in any illegal or inappropriate behavior in utilizing the Products, InfoArmor may terminate your use of the Products.

- K. **Intellectual Property.** InfoArmor retains sole and exclusive right, title and interest in and to our Products and any modifications made using the Products, as well as all proprietary inventions and technology associated therewith (whether or not patentable), and all of our trademarks, copyrights, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Products (collectively, the “Marks and Copyrights”). All of our proprietary inventions and technology, and all promotional materials, advertising, websites and other company marketing methods or venues are protected by various intellectual property laws, including, but not limited to, trade secret, copyright, and trademark laws. Any use of our Marks and Copyrights, or any other proprietary intellectual property, is strictly prohibited without our prior written consent.
- L. **Linking Policy.** In connection with the Products that we offer, we have established Internet links from our website to select news media outlets, the Federal Trade Commission, and other relevant websites. These linked websites are not under our control, and we are not responsible for their content or delivery. Our use of such links does not constitute or imply our endorsement or guarantee of the products, services, information or recommendations provided by any such websites. In addition, these websites may have privacy policies that are different than ours, and that may provide you less security for your confidential information than we do. If you access any linked third-party website, you do so at your own risk. Access to these links are made available to you consistent with the security requirements established by InfoArmor and your employer. However, InfoArmor is not responsible for the content of such sites.
- M. **Liability Limitations.** To provide certain services associated with our Products, we subcontract with, operate under licenses from, and receive information feeds from, certain subcontractors and service providers (such as credit bureaus). You acknowledge and agree that some of the information provided by InfoArmor is based upon the information provided by the service providers. To the extent that such information as provided a by service provider is inaccurate, incomplete or flawed, InfoArmor is not responsible for such inaccuracies, incomplete work or flaws in providing the Product or services. Further, we are not responsible for (i) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact or account information, or (ii) incorrect information that we receive from third-party sources, or our failure to obtain information from third-party sources, as a result of incorrect or incomplete information that you provide us. 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 (any of which, “Losses”), caused by, arising from, or in connection with your access to and/or use of the Products, except with respect to the breach of your personal information. Neither we nor our subcontractors and/or service providers will be liable for the loss, confidentiality, unauthorized disclosure or security of any data or information while in transit via the Internet, telephone or other communication lines, postal system, ACH network or other means of transmission, so long as we and our subcontractors have followed our organizations’ security policies with regard to the transmission of personal information. 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 caused by, arising out of, or related to your access to and/or use of the Products is limited to ten thousand dollars (\$10,000). For avoidance of doubt, this limitation of liability will not

preclude your eligibility for the Products (e.g., identity theft expense reimbursement and stolen fund reimbursement).

If you subscribe for any Product, you do it at your initiative, and are solely responsible for compliance with applicable laws relating to your use of such Product. InfoArmor warrants that the services related to the Product will be performed in a diligent and skillful manner by personnel with requisite skills, qualifications and experience, to the best of InfoArmor's ability and at the highest professional standards in the field.

InfoArmor does not warrant that the Products will enable you to comply with law, mitigate damages (including, but not limited to, those related to a data breach), or avoid any other consequences of a data breach or failure by you to institute proper security measures and expressly disclaims and bears no liability for fraudulent transactions, whether identified by us or not. Further, you understand and agree that InfoArmor and our Products do not, and are not intended to, provide legal, tax, investment or other financial advice.

- N. U.S. Law and Cross-Border Use. You understand and agree that the Products are meant for use in, and provided to you under the laws of, the United States. Should you choose to use the Products outside of the United States, you bear any and all responsibility for determination of, and compliance with, all non-U.S. laws applicable to such use. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, "Regulated Products") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations (ITAR). You agree that you will not, and you will not cause or assist any third party to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable U.S. laws or regulations. You represent and warrant that 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 that you are not listed on any U.S. Government list of prohibited or restricted parties such as the Office of Foreign Assets Control list.
- O. Force Majeure. We will not be liable hereunder for failure or delay in our provision of the Products and related performance of our services due to causes arising from or attributable to reasonably unexpected acts, events, omissions or accidents beyond our reasonable control, including, but not limited to, acts of God, strike, lockout, labor disputes, governmental orders or restrictions, shortage of materials or labor, utility or communication failure, errors, acts or omissions of third party communications services providers, war, act of terrorism, fire, explosion, sabotage, flood, earthquake.
- P. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois without regard to any conflicts of law principles that would require the application of the Laws of any other jurisdiction.
- Q. Use Restrictions. You shall not knowingly and shall not knowingly permit others to:
- i. interfere with the operation of Products or another's use of the Products;

- ii. introduce any viruses, worms, malware, trojans, or other malicious or disruptive code;
- iii. impersonate any person or entity, provide false information required for obtaining access to the Products;
- iv. use the Products for commercial or other non-personal purposes;
- v. reverse engineer, decompile, or otherwise attempt to derive source code of the software that powers the Products;
- vi. create or use any script or automated tool that attempts to create multiple ways to access or use the Products;
- vii. attempt to gain unauthorized access to the Products or any computer system used to provide the Products, circumvent any access restriction or security measures with respect to the Products, or disclose your access information or otherwise give access to the Products to any third party;
- viii. tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Products or its associated code.

If you do any of the above or otherwise violate this Agreement, your access to and use of the Products may be terminated effective immediately, and you will be unable to access or use your subscription account. In addition, you may be subject to legal action and may be denied future participation in any products provided, distributed or sold by us. Failure by InfoArmor to enforce such rights remedies is not and shall not be deemed a waiver of such rights and remedies.

R. **Effect of Invalidity.** If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision (to the extent of such invalidity or unenforceability) shall be deemed severed from this Agreement, and the remaining provisions of this Agreement will remain valid and enforceable.

S. **Arbitration Provision and Class Action Waiver.** Any claim or controversy arising out of or relating to this Agreement, your use of the Products, or 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”), will be finally, and exclusively, settled by arbitration held before one arbitrator under the then prevailing Commercial Arbitration Rules and Rules for Expedited Procedures of the American Arbitration Association (“AAA”) in force at that time. The arbitration will be conducted in a mutually agreeable location. The arbitrator will be selected pursuant to the AAA rules. The arbitrator will 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, will 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 or class arbitrations, unless you timely notify InfoArmor that you do not wish to waive this right, within the timeframe identified above. If any of the foregoing provisions is determined by a court or arbitrator to be inapplicable or unenforceable with respect to a Dispute, and either you or we employ attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party may be entitled to recover reasonable attorneys' fees and expenses, as well as arbitration and/or court costs.

T. Entire Agreement. This Agreement, together with any other terms of protection imposed by your employer, constitutes the entire understanding and agreement between you and us with respect to the subject matter of this Agreement, and all prior and contemporaneous agreements, understandings, representations and communications between you and us concerning such subject matter are hereby superseded and made null and void in their entirety.

ARTICLE II TERMS AND CONDITIONS REGARDING PARTICULAR PRODUCTS

The following sets forth certain terms and conditions that apply to the specific Product features described below. Feature availability depends upon your level of coverage. Please refer to your membership account for the features available to you.

A. Credit Monitoring.

- i. To participate in credit monitoring, you will be required to provide certain personal information, including, but not limited to, your birthdate and U.S. Social Security Number, and authenticate your identity. You understand and agree that by enrolling in and continuing to use credit monitoring, you are giving "written instructions" to us to obtain your credit report pursuant to the Fair Credit Reporting Act. You understand and agree that pursuant to the Fair Credit Reporting Act, you are entitled 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 payments for credit monitoring or any other Product under this Agreement has been made by you as a convenience and is not legally required. Please note that any person who knowingly and willfully obtains a credit report or score/disclosure under false pretenses may face criminal prosecution. We do not and will not transmit your score to any unauthorized third-party.
- ii. The unlimited TransUnion reports and scores that may be provided with this Product are limited to adults and may be accessed once per calendar day through the identity protection portal. The tri-bureau credit report can only be obtained once in a 365-day period. InfoArmor utilizes the VantageScore scoring model as provided by TransUnion. The VantageScore is not the FICO score, which is derived by the Fair Isaac Corporation. VantageScore may vary from bureau to bureau. The Product may also include a "credit lock" whereby InfoArmor helps to lock your TransUnion credit file and to file online TransUnion credit disputes. To lock a minor child/dependent's TransUnion credit report, you must provide evidence documenting (1) that you are the parent or legal guardian of the minor, and (2) your

ability to act on behalf of the child/dependent. This also includes credit freeze assistance, which may require additional expenses in freezing or unfreezing your credit report; these additional expenses are your sole responsibility. Please allow up to 45 business days for the credit dispute resolution process to complete.

- B. IP Address Monitoring. To participate in this Product feature, you must provide InfoArmor with your IP address and grant us permission to store and monitor IP address information for the sole purposes of monitoring such IP address to identify unauthorized use or activity.
- C. Stolen Funds Reimbursement. Reimbursement for stolen funds due to the direct result of any confirmed identity fraud occurring while you are subscribed for Products is outlined in the Summary Description of Benefits for the Personal Internet & Identity Coverage Policy. This benefit is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company. **Please refer to the underlying policy and summary of benefits for terms, conditions, and exclusions of coverage, which are available in your online account or <https://www.infoarmor.com/identity-fraud-financial-reimbursement>.** Due to regulatory restrictions, coverage may not be available in all jurisdictions. Before reimbursing any funds, InfoArmor will attempt to remediate your stolen funds using its standard process which involves coordinating with you to collect the appropriate documentation required to submit such claims for reimbursement.
- D. Tax Fraud Refund Advance. To obtain this benefit, you must submit proper documentation of both tax fraud and the refund amount owed to you by the IRS. You agree to repay any tax refund advances that are paid to you if the tax fraud is resolved and the IRS issues a refund check. You must repay the advance to InfoArmor within ten (10) business days of receipt of your refund from IRS. You will be required to complete necessary IRS Forms and hereby provide consent to utilize the IRS refund tracker.
- E. Identity Fraud Expense Coverage. Reimbursement for expenses incurred due to the direct result of any confirmed identity fraud occurring while you are subscribed for Products is outlined in the Summary Description of Benefits for the Personal Internet & Identity Coverage Policy. This benefit is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company. **Please refer to the underlying policy and summary of benefits for terms, conditions, and exclusions of coverage, which are available in your online account or <https://www.infoarmor.com/identity-fraud-financial-reimbursement>.** Coverage may not be available in all jurisdictions.
- F. Financial Transaction Monitoring. To participate in financial transaction monitoring, you agree to provide us with proper details of your credit, commerce, banking and other applicable accounts and grant us permission to access your accounts as your agent for the sole purposes of monitoring such accounts for potentially fraudulent activity. By providing us with your account information and such access you are granting us a non-exclusive, fully-paid, royalty-free, license to use such account information to monitor transactions within the corresponding accounts. Should you change your account information with any of your third- party providers, you must update that account information in our system in order for us to continue providing financial transaction protection with respect to that provider. You understand that our network and Products are limited in scope to the account information provided by you, and we may experience delays or fail to process and identify fraudulent transactions for any number of reasons related to or outside of these constraints.

You acknowledge and agree to monitor your accounts and transactions and you recognize that you should not rely on alerts from InfoArmor alone.

- G. Internet Surveillance. InfoArmor may not directly notify you of security breaches made public. InfoArmor commonly releases blogs regarding public breaches, which users may access through the InfoArmor site.
- H. Social Account Monitoring. To use social account monitoring, you must provide us with proper credentials to your social media accounts, identify the third-party provider of such accounts, and grant us access to your accounts as your agent for purposes of monitoring such accounts for suspicious or potentially fraudulent behavior. By providing us with your account information you are granting us a non-exclusive, fully-paid, royalty-free, license to use such account information to monitor your accounts. Should you change your account information with any of your social media accounts, you understand that you will be required to update that account information in our system for us to continue providing social accounting monitoring protection with respect to such account. You understand that our network and Products are limited in scope to the social media account information provided by you. InfoArmor shall make commercially reasonable efforts to ensure that we process and identify issues or threats within those accounts on a timely basis. You have a duty to monitor your social media accounts and you recognize that you should not rely on alerts from InfoArmor alone. You understand and agree that InfoArmor is not responsible for any failure to flag an issue or threat within your social media accounts as InfoArmor and/or its service providers cannot reasonably be solely responsible to identify a legitimate issue or threat to your social media account.
- I. Sex Offender Monitoring. To use sex offender monitoring, you must provide your address including zip code. Sex offender monitoring results are based on various publicly available records of registered sex offenders in a particular zip code. We will provide monthly updates when a new registered sex offender moves into your designated zip code. If you move out of your current zip code, you must update your address and zip code to continue receiving updates. You understand that we cannot guarantee the accuracy, completeness, or timeliness of the information regarding specific offenders or whether an offender who may be located in the vicinity of any location is omitted. You acknowledge and agree that you should not rely on information provided by InfoArmor alone in this regard, and InfoArmor accepts no responsibility or liability for damages of any kind resulting from reliance on this information or lack thereof.
- K. Allstate Digital FootprintSM. The Allstate Digital Footprint is activated when you sign up for Allstate Digital Footprint and grant access to Allstate to read, write, modify, or control email message bodies (including attachments), metadata, headers, and settings (“Email Data”). By activating the Allstate Digital Footprint, you agree to allow Allstate to collect, use and share your Email Data within Allstate to (i) identify certain online accounts and (ii) notify you of known security breaches that relate to those accounts. In conducting the Allstate Digital Footprint scan, our technology analyzes your emails including the headers and senders of the emails, and to the extent necessary, the content of the email to determine if a digital relationship exists. Allstate Identity Protection retains email header and sender information where a digital relationship was identified but does not retain or store the content of your emails. Your email address will be matched against a list of email addresses involved in known security breaches that relate to those accounts. If applicable, you will be alerted about those breaches. If you wish for Allstate Identity Protection to no longer access

your Email Data, you may revoke access directly through your email account provider at any time or by disconnecting your email account from the service. You agree that the Allstate Digital Footprint is for personal use only and by granting Allstate Identity Protection access to your email account, you are certifying that you are the individual owner of the email account and that you have the authority to grant such access. The Allstate Digital Footprint is created based upon accounts identified in your email through our email scanning process. Our email scan only scans your inbox, not deleted or sent emails. You may have additional accounts that are not revealed through your Allstate Digital Footprint because you have not had any email communication with those companies, or you may have deleted emails from those accounts. This Service is not an insurance product and Allstate Identity Protection expressly disclaims any representations or claims that this Product establishes, rebuilds, raises, repairs, rehabilitates, restores, or improves your credit.

- L. AIP Apps. Downloading and use of the Apps does not create an ownership interest of any kind in the Apps, or the intellectual property related thereto (see Intellectual Property in this Agreement), but instead creates a non-exclusive, fully-paid, royalty-free, revocable, license to use the Apps for their intended purpose only. The Apps may be available through third-party providers (e.g., App Store). However, this Agreement is the sole and exclusive agreement between InfoArmor and you for your use of the Apps, and any agreement with such third-party provider will not govern the terms of service of the Apps or otherwise supplement, override or affect any provision of this Agreement. Unless expressly stated, this Agreement does not modify any other terms set forth in any application marketplace, including, but not limited to, the Apple App Store Terms and Conditions and Google Play Terms of Service or as otherwise required by any application marketplace provider (“**Application Marketplace Provider**”). To the extent necessary for this Agreement to comply with Apple’s applicable Instructions for Minimum Terms of Developer’s End-User License Agreement (“**Apple’s Minimum Terms**”), Apple’s Minimum Terms are hereby incorporated into this Agreement.

ARTICLE III

TERMS AND CONDITIONS APPLICABLE TO EMPLOYER SPONSORED PRODUCTS

- A. Coverage Obtained Through Employer. Products that are made available to you under plans or arrangements provided for by your employer, (“Employer Sponsored Products”) are subject to the terms of a service agreement between InfoArmor and your employer (“Employer Agreement”).
- B. Provision of Products Subject to the Employer Agreement. The Employer Sponsored Products provided to you are subject, at all times, to the terms of the Employer Agreement, including but not limited to, terms regarding (i) termination of such Employer Agreement, (ii) cost of Employer Sponsored Products, (iii) modification or termination of such Employer Sponsored Products and (iv) security and privacy of your personal information. If the Employer Agreement expires or is otherwise terminated for any reason or, if based on changes to the Employer Agreement, the Employer Sponsored Products are substantially reduced, limited or cancelled, we may notify you directly to provide you with the opportunity to subscribe for the Products directly with InfoArmor under separate arrangements. If you wish to continue as a subscriber for equivalent Products following any such termination event, you must contact InfoArmor at 1-844-666-4867 (1-844-MONITOR) or customercare@aip.com. In such circumstances, you will be required to purchase and pay for our Products directly as set forth under Article IV of this Agreement.

- C. Employer Paid Billing and Payment Terms. If your subscription for Employer Sponsored Products are paid for in full by your employer or another third-party, you will not be charged for such Products.
- D. Term, Termination, and Renewal. Your subscription for the Products will automatically renew annually (for annual subscriptions) or monthly (for monthly subscriptions) unless

and until it is otherwise terminated pursuant to the Employer Agreement or the terms set forth herein. Product Fees for Employer Sponsored Products are dictated by the Employer Agreement, in which case such agreement will govern the amount of your Product Fees. If you enrolled via your employer (e.g., during benefits selection) or another authorized third-party, termination of your subscription for any or all of the Employer Sponsored Products should be requested through that third-party (e.g., your employer's human resources department). Your employer may determine the period of time during which you may cancel or change your subscription (e.g., during open benefits enrollment). Your termination will be effective when the employer or authorized third-party notifies us.

- E. Refund of Product Fees. InfoArmor is not responsible for any refunds to you for Employer Sponsored Products.

ARTICLE IV

TERMS AND CONDITIONS APPLICABLE TO PRODUCTS PURCHASED DIRECTLY FROM INFOARMOR

In certain instances, you may have the ability to continue to purchase the Products directly from InfoArmor after (i) termination of an Employer Agreement or (ii) your departure as an employee or member of a third-party organization from whom you initially purchased the Products (each, a "Termination Event"). In those circumstances, you may also have the opportunity to elect to purchase additional or upgraded Products from InfoArmor directly (an "Upgrade"). The following sets forth certain terms and conditions that apply to those Products purchased directly from InfoArmor after a Termination Event or in the event of an Upgrade.

- A. Billing and Payment Terms. Following a Termination Event, we will continue to provide you with the Products 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. The Product Fee will be automatically charged to your credit card or through another automated payment method acceptable to us on each Payment Date. "Payment Date" means the date on which you subscribe for a Product and each monthly or annual anniversary of such date. For example, if you subscribe for a Product on March 5, the Payment Date will be the fifth day of each month for a monthly subscription, or March 5th of the following year for an annual subscription. By providing us with your payment information, you are representing and warranting to us your authority to do so and our right to charge the Product Fee in accordance with such payment information.
- B. Term, Termination and Renewal. Your subscription for the Products will automatically renew annually (for annual subscriptions) or monthly (for monthly subscriptions) unless and until it is otherwise terminated pursuant to the terms of this Agreement. Our prices are subject to change; however, we will notify you in advance of any such increase. You may terminate your subscription for any or all the Products at any time by calling us at 1-844-666-4867 (1-844-MONITOR) or by notifying us at customercare@aip.com. Termination

for monthly and annual subscriptions will be effective immediately upon receipt of your communication to us. InfoArmor may terminate this Agreement without cause upon written notice to you, such termination to be effective as of the date of transmission of such written notice.

- C. Refund of Product Fees. Termination by you or by InfoArmor of any monthly or annual subscription will entitle you to a refund of a prorated portion of Product Fees that you have prepaid for such subscription.

