



## **EZShield Common Definitions**

**“Affiliated Persons”** shall be limited to:

- The spouse or domestic partner of registered Customer (where "domestic partner" is defined as any person living in a legally recognized domestic partnership with Customer in their state of residence; provided that, this definition does not affect the location in which the Service is being provided as set forth in the EZShield Terms and Conditions).
- dependent children under the age of 21 who live with Customer and dependent children under the age of 25 who are full-time students, as determined by IRS dependency requirements.

**“Content”** means electronic copies of legal and personal documents, medical records, music and video files and other items stored in a Customer’s Vault Safety Deposit.

**“Customer”** has the meaning set forth in the End User License Agreement (“EULA”).

**“Delegates”** means individuals registered by Customer in connection with the Vault Safety Deposit Service who are authorized and licensed to access the Content stored in Customer’s Vault Safety Deposit.

**“Identity Theft Event”** means:

- For individual Customers, the fraudulent misappropriation and use of Customer’s name, social security number, credit card number(s) or other Protected Identity Elements in any manner that adversely affects any public records or credit reports concerning the Customer.
- For business Customers, the fraudulent misappropriation and use by persons or entities (other than agents, employees or contractors of Customer) purporting to act as or on behalf of Customer of either:
  - Customer’s official Business Name as used in combination with Customer’s Tax ID Number (or in Canada, Customer’s Business Number); or
  - any Customer Credit Card Account Number(s) (duly issued credit cards for which Customer is an obligor) as registered by Customer as part of the applicable Service.

**“Issuer”** means the issuer of the applicable Registered Card.

**“Lost Wages”** means post-tax wages Customer would have otherwise received but did not receive due to time spent away from work solely in order to remedy problems associated with an Identity Theft Event affecting him/her, if and as approved by EZShield, all as supported by employment documentation and any other documentation as reasonably requested by EZShield.

**“Order”** means the boxes of checks Customer has purchased and protected under the EZShield Check Fraud Protection Program as part of a single order.

**“Protected Identity Elements”** means for an individual Customer who is subscribed for EZShield Identity Theft Protection: (1) 1 individual name; (ii) 1 street address; (iii) 2 e-



mail addresses; (iv) 3 telephone numbers; (v) 1 Social Security Number; and (vi) 6 bank account or credit card numbers, to the extent these items are registered with EZShield as part of the Service and legitimately associated with the registered Customer.

**“Registered Card”** means a credit card, debit card and/or charge card issued in Customer’s name which Customer has registered with EZShield in order for such card to be covered by the applicable Service.

**“Reimbursable Items”** means, with respect to any Order:

- any debits from Customer’s checking account for cleared checks;
- any overdraft or stop payment fees charged by the bank;
- any fees charged by vendors for refused checks;
- the cost of replacing any remaining checks protected by the Service provided that the replacement checks are for a different checking account than the account that was subject to the fraud, and
- any out-of-pocket costs incurred by Customer in filing a reimbursement request with EZShield (such as postage and notary fees) as determined by EZShield to be reasonable.

**“Restoration Expenses”** shall be limited to nominal:

- photocopy costs;
- notary, courier and fax transmission fees;
- check replacement fees if incurred to close Customer’s checking account as part of the Service;
- any merchant fees imposed on Customer as a result of any checking account closed in connection with the Service;
- any credit report fee imposed by the three nationally recognized credit bureaus to resolve the Identity Theft Event;
- costs to replace Customer’s passport, driver’s license, birth certificate, social security card or other government issued identity cards (for individual Customers only); and
- up to \$2,000 in Lost Wages.

**“Restoration Specialist”** is a named individual dedicated to Customer’s Restoration case and who is certified with the following credentials:

- ICFE (Institute of Consumer Financial Education) Certified Identity Theft Risk Management Specialist
- Association of Certified Fraud Examiners (Associate or above)

**“Service”** means the EZShield service offering referenced in the applicable EZShield Service Description.

**“Subject Check Fraud”** means, with respect to a particular Identity Theft Event, any occurrence of:

- a forged signature (a legitimate blank check that is forged with the Customer’s signature as the payer);



- a forged endorsement (a legitimate check that is endorsed and cashed or deposited by a person other than the designated payee based upon a fraudulent endorsement; or
- an altered check (a legitimate check that is fraudulently altered as to the designated payee, check amount, or otherwise so as to benefit the person altering the check).

Subject Check Fraud does *not* include counterfeit checks or any check that bears a legitimate original endorsement that is secondarily fraudulently endorsed.

**“Vault Safety Deposit”** refers both to the Service identified with such name and the electronic storage location made available to Customer in connection with such Service.