



EZSHIELD END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (the “Agreement”) of EZShield, Inc. and EZShield Sales Co. (collectively heretofore referred to as “EZShield”) grants a limited, revocable non-transferrable license to the registered individual or single business (or, if Customer is located in Canada to a single business entity other than a sole proprietorship), who is registered for the EZShield “Service” defined in the applicable EZShield Service Description (each such subscriber hereinafter called the “Customer”). ***Please read both this Agreement and the [EZShield Terms and Conditions](#) (“Terms and Conditions”) carefully. Customer’s right to use any Service is expressly subject to full compliance with both this Agreement and the Terms and Conditions, as they may be modified from time to time. If you do not agree with this Agreement or the Terms and Conditions, please do not register for any Service or disclose any information to EZShield in connection with any Service. EZShield reserves the right to revise any of its Services within its discretion and without Customer’s consent. Notice of any such changes will be made by posting a revised Service Description for the applicable Service.***

DESCRIPTION OF SERVICE

[Click here](#) for the EZShield Check Fraud Protection Program[®] service description

[Click here](#) for the EZShield Identity RestorationSM service description

[Click here](#) for the EZShield Identity Theft Protection[®] service descriptions (Internet Monitoring, Credit Monitoring and Public Records Monitoring)

[Click here](#) for the EZShield IdentiScreenSM service description

[Click here](#) for the EZShield VaultSM Safety Deposit service description

DEFINED TERMS

Certain terms are defined in the list of [EZShield Common Definitions](#).

PRIVACY

EZShield is committed to protecting the privacy of all Customers. All Customer information which is gathered in connection with the Service, and which is subject to applicable privacy laws, will be governed by the provisions of the [EZShield Privacy Policy](#).

TERM

1. For the EZShield Check Fraud Protection Program: Subject to the limitations stated in the [Terms and Conditions](#), the Service protects checks against Subject Check Fraud committed during the period expiring upon the earlier of:
 - a. the second (2nd) anniversary of the date on which Customer placed the applicable Order; and



- b. the date on which the last check from the Order has been processed without the occurrence of any Subject Check Fraud (“Term”).
2. For EZShield Restoration, Identity Theft Protection and Vault Safety Deposit Services: The Service is purchased on an annual basis in advance and will be automatically renewed for like terms until cancelled by you or terminated earlier by EZShield upon 30 days written notice.
3. For EZShield IdentiScreen: Subscription to this Service will be valid for 30 days after the date of registration.

AUTOMATIC RENEWAL POLICY

By paying for EZShield Identity RestorationSM, EZShield Identity Theft ProtectionSM or EZShield VaultSM Safety Deposit (each such Service, a “Renewable Service”) with a credit or debit card, Customer authorizes EZShield to charge Customer’s registered credit or debit card account now at the rate in effect for the applicable Renewable Service during the initial Term and to continue charging the same card during automatic one year renewal periods, without any interruption of the Renewable Service, at the regular rate then in effect, unless and until Customer notifies EZShield of the its non-renewal of the then-current Term. Upon receiving Customer’s non-renewal notice, EZShield may continue to charge Customer for any uncharged installment payments during the then-current Term. If Customer’s credit or debit card cannot be charged, EZShield will attempt to contact Customer to discuss alternate payment arrangements.

GENERAL LIMITATIONS

To the fullest extent permissible by law, except as expressly provided in the Service Descriptions, the Terms and Conditions or this Agreement, EZShield makes no warranties of any kind regarding any Service, either express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. EZShield has priced each Service based on this limitation of liability, which is an important term of the applicable Service. EZShield shall not be liable to Customer or any third party for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost businesses, revenue, profits, or goodwill, arising in connection with any of the Services, the Terms and Conditions or this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if EZShield knew or should have known of the possibility of such damages. EACH SERVICE IS AVAILABLE ON AN “AS IS” BASIS ONLY. IN NO EVENT SHALL EZSHIELD’S LIABILITY IN CONNECTION WITH ANY SERVICE EXCEED THE AMOUNTS PAID TO EZSHIELD FOR SUCH SERVICE.

EZShield reserves the right to refuse or terminate Customer’s subscription for any of the Services if EZShield determines Customer has committed fraud or other illegal acts, made untrue statements, or failed to fully cooperate with EZShield’s efforts to provide the relevant Service(s) to or on behalf of Customer. The Services are currently available only to: (i) adult individuals who reside in the United States or its territories; (ii) companies domiciled in the United States or its territories; and (iii) for the EZShield Check Fraud Protection ProgramSM, to companies (other than a sole proprietorship) domiciled in Canada. EZShield offers some of the Service(s) to adults who reside in the



United States or its territories for the benefit of their Affiliated Persons, who may be under the age of 18.

EZShield will not be liable if it is unable to perform or deliver any part of the Services or is delayed in performing any such obligations due to failure of any of data processing systems, hardware systems, the Internet, or because of incident, event or factor outside EZShield's reasonable control.

Neither EZShield nor its subcontractors shall be liable for any loss or injury that may arise out of its acts or omissions, whether negligent or otherwise, in obtaining, distributing, compiling, collecting, interpreting, reporting, communicating or delivering any applicable Service. Customer understands and agrees that every business decision involves assumption of a risk, and that the Company does not underwrite that risk in any manner whatsoever.

In no event shall EZShield, its subcontractors or agents be liable for any incidental, indirect or consequential damages, however arising, incurred from any of the Services or the unavailability thereof. The Services are being provided "AS-IS" and EZShield assumes no responsibility for the timeliness, deletion, failed delivery or failure to store any information obtained or distributed through the Services. Since EZShield and its subcontractors obtain data from third parties, such information may, or may not be, completely thorough, timely and accurate. Customer shall not rely upon EZShield for the accuracy or completeness of information supplied in using any of the Services.

In order to subscribe for any of the Services, Customer must provide EZShield with true, accurate, current and complete account registration information maintain and update such information on a timely basis. If Customer provides any information that is untrue, inaccurate, not current or incomplete, EZShield may immediately suspend or terminate Customer's account for any or all of the Services, and refuse to provide any or all of the same to Customer. Any violation of local, state, provincial or federal laws in using any of the Services may result in the immediate termination of the Service, at EZShield's sole discretion.

ADDITIONAL TERMS AND CONDITIONS

Additional terms, conditions and limitations applicable to specific Services are set forth in the [Terms and Conditions](#) and form part of this Agreement for the purposes of Customer's subscription for the applicable Service(s).