



TERMS AND CONDITIONS OF USE **DIRECT TO CONSUMER EZSHIELD SERVICES**

EZShield Consumer Protection Services are provided by EZShield Sales Co., a Delaware corporation (“EZShield”) to the registered individual or single business, or if customer is located in Canada, to a single business (other than a sole proprietorship), who subscribes for the EZShield “Service” defined in the applicable EZShield Service Description (each such subscriber hereinafter called the “Customer”). **Please read both the EZShield End User License Agreement (“EULA”) and these Terms and Conditions carefully. Customer’s right to use any Service is expressly subject to full compliance with both the EULA and these Terms and Conditions, as they may be modified from time to time. If you do not agree with the EULA or the Terms and Conditions, please do not register for any Service or disclose any information to EZShield in connection with any Service.**

DEFINITIONS

Certain capitalized terms referenced herein have the meanings ascribed to such terms in the [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](#).

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 Vault Safety DepositSM service description

ADDITIONAL TERMS FOR EZSHIELD CHECK FRAUD PROTECTION PROGRAM

The Service covers only checks drawn from the bank account identified in the Order. Any Reimbursable Items must arise from fraud involving a check drawn on a checking account at a bank domiciled in the United States or its territories or Canada and must be reported to law enforcement authorities as evidenced by a police report. EZShield reserves the right to not reimburse Customer for any Reimbursable Items or any other costs or fees incurred by Customer as a result of any Subject Check Fraud perpetrated by Customer, any employee or agent of Customer and/or any other person who is a joint



account holder with Customer. EZShield will not reimburse Customer for any Reimbursable Items or any other costs or fees incurred by Customer as a result of any Subject Check Fraud where: (i) Customer's failure to exercise ordinary care substantially contributed to the Subject Check Fraud; or (ii) Customer is fooled by an imposter. Due to the higher incidence of fraud against companies and the larger size of funds needed to provide the Service to businesses, fees for companies registering for the Service will be different than corresponding fees for individual Customers. The nature of the Service is to expedite the payment(s) owed to Customer for the Reimbursable Items on terms for which Customer would later be reimbursed by the financial institution on which the subject checks were drawn. If the facts alleged in Customer's police report indicate that Customer has a valid request for reimbursement under the UCC, or if Customer is domiciled in Canada, under the applicable federal and provincial laws in effect in the relevant province of Canada, and the Customer does not misrepresent such facts, EZShield will not seek to collect from the Customer any portion of the funds it paid to Customer as requested, even if EZShield fails to collect any such funds from Customer's bank. If Customer is paid by EZShield for the Reimbursable Items and paid a second time for the Reimbursable Items by the applicable financial institution, Customer shall hold the second reimbursement as an agent for EZShield and deliver such funds to EZShield as directed by EZShield.

EZShield will not be required to pay for any Reimbursable Items unless:

(1) Customer provides to EZShield the properly completed documentation requested by EZShield reasonably promptly and, in any event, on or before one year after the earlier of: (i) Customer discovering the Subject Check Fraud; and (ii) Customer being provided with the bank statement reflecting, or the original or a copy of the check that is the subject of the Subject Check Fraud; and

(2) in the case of the same wrongdoer committing multiple frauds, Customer reports the Subject Check Fraud to the bank within thirty (30) days after the date on which Customer receives the bank statement reflecting the Subject Check Fraud.

ADDITIONAL TERMS FOR EZSHIELD IDENTITY RESTORATION

EZShield's ability to perform the Service requires Customer's co-operation. EZShield reserves the right to refuse or terminate the Service if it determines that Customer or its representatives are committing fraud or other illegal acts, making untrue statements, or failing to fully co-operate with its efforts to restore credit records. EZShield will not provide the Service if it discovers that Customer or its authorized representatives knew or had reason to know of any applicable Identity Theft Event at the time Customer registered for the Service. The Service is available only to adult individuals residing in the United States and its territories and to companies domiciled in such jurisdictions. The Service does not include credit counseling or any other service not expressly stated herein. The following potential Identity Theft Events are NOT covered by the Service: (i) any Identity Theft Event for which Customer is unwilling to prosecute the person who caused Customer to suffer the fraud or its consequences; (ii) any dishonest, criminal, malicious, or fraudulent act in which Customer participated and (iii) any pre-existing stolen identity event based on information on for which Customer had or should have had knowledge prior to registering for the Service. Due to the higher incidence of fraud against companies and the greater effort to restore for companies, subscriptions for companies registering for the Service may cost more than subscriptions for individuals.



ADDITIONAL TERMS FOR EZSHIELD IDENTITY THEFT PROTECTION

Customer agrees and understands it will not use the Service to obtain information about a person other than the registered Customer. If EZShield has reasonable grounds to suspect Customer is trying to obtain information about someone else, EZShield may suspend or terminate the Service. EZShield shall not be liable for any loss or injury that may arise from its acts or omissions, whether negligent or otherwise, in obtaining, distributing, compiling, collecting, interpreting, reporting, communicating or delivering the Service. Since EZShield obtains data from third parties as part of the Service, such information may, or may not be, completely thorough and accurate. Customer shall not rely upon EZShield for the accuracy, completeness or timeliness of information supplied in using the Service. Customer understands and agrees not to use the Service for consumer credit purposes, consumer insurance underwriting, pre-employment purposes, tenant screening purposes, or for other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar statute. Customer must use the Service in strict compliance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable. By registering for the Service, Customer authorizes and instructs EZShield and its agents to act as Customer's agent by accessing and using any available online searchable databases on behalf of Customer for the purpose of obtaining and gathering information about Customer for Customer's use and benefit and, in certain cases, to remove information about Customer from such databases. The public information that the Service obtains is delivered via the Internet by a digital dashboard that contains alert flags and nationwide public record information that is obtained from third parties as well as proprietary databases and derived information.

ADDITIONAL TERMS FOR VAULT SAFETY DEPOSIT

During the Term, Customer may register as part of the Service additional individuals as Delegates. Only Customer can appoint Delegates and Customer can never be denied permission to view or delete Content from his or her Vault Safety Deposit. Customer may grant to any or all Delegates access to all or some of the items stored in Customer's Vault Safety Deposit. Delegates shall not have access to any item stored in Customer's Vault Safety Deposit unless and until Customer (or another Delegate with Customer's permission to access such document) has granted to him/her the required permission to access the subject document. Delegates who have been granted access to a particular document stored in the Vault Safety Deposit will have the ability to move or print the document or delete such document from the Vault Safety Deposit. If Customer appoints a Delegate to Customer's Vault Safety Deposit, Customer is representing and warranting to EZShield that the Delegate will be acting on Customer's behalf and will be bound by the EULA and these Terms and Conditions. By subscribing for or using the Service, Customer represents that all of its Delegates are fully authorized to use the Service and Customer agrees to be responsible for all actions of all of its Delegates, and that it will follow any Delegate appointment procedures provided as part of the Service.

Customer may access his or her Vault Safety Deposit at the designated EZShield website ("Vault Safety Deposit Website") to store, review, retrieve or delete backup copies of Customer electronic records. To access its Vault Safety Deposit via the Vault Safety Deposit Website, Customer must create a user name and password by registering for the Service. In addition, Customer must fulfill all hardware and software



requirements for the Service as stated on the Vault Safety Deposit Website. Customer must also comply with any other security procedures and policies posted on the Vault Safety Deposit Website. Subject to the terms hereof, Customer will generally be able to access its Vault Safety Deposit through the Website seven days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond EZShield's control.

If Customer violates any of these Terms and Conditions, EZShield may suspend Customer's access to its Vault Safety Deposit. If Customer's access to its Vault Safety Deposit should be suspended or terminated for any reason whatsoever, EZShield may permanently destroy the electronic records in Customer's Vault Safety Deposit thirty (30) days after the date access to Customer's Vault Safety Deposit is suspended or terminated, whichever occurs first. However, any such deletion of Content may be delayed or prevented by applicable law or legal process, and may also be delayed for a period of time because of our internal procedures. Customer acknowledges that by storing Content with EZShield, no fiduciary relationship is created between Customer and EZShield. Customer acknowledges and agrees that once the Content is deleted from its Vault Safety Deposit, it will be lost to Customer and might not be retrievable by EZShield. All applicable provisions of these Terms and Conditions will survive the termination of the Term by either Customer or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Fees for the Service are available on the EZShield Website, which we may change from time to time. Regardless of whether or not Customer uses the Service, Customer will be charged an ongoing monthly fee for continued access to its Vault Safety Deposit. If access to Customer's Vault Safety Deposit is terminated for any reason, Customer will remain liable for fees accrued including the full monthly charges for the month during which the termination occurred. Customer will pay for the Service by allowing EZShield to charge Customer's designated credit card. If Customer cancels the designated credit card, it must notify EZShield and designate a new credit card to be used in order to receive continued access to the Service.

If Customer believes his or her Vault Safety Deposit password may have been lost or stolen, or that someone has viewed, downloaded or deleted Content from its Vault Safety Deposit without its permission, or suspects any fraudulent activity regarding its Vault Safety Deposit has occurred, Customer shall immediately notify EZShield. Customer assumes responsibility for protecting the user name and password for his or her Vault Safety Deposit. EZShield encrypts all files Customer stores in its Vault Safety Deposit. We recommend that Customer change its password regularly in order to prevent unauthorized access to its Vault Safety Deposit.

CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONTENT. EZSHIELD DOES NOT REVIEW THE CONTENT OR GUARANTEE THAT IT WILL BE ABLE TO ACCESS THE CONTENT. Customer will use the Service for lawful purposes, in compliance with all applicable laws (including, without limitation, copyright, trademark, obscenity and defamation laws). Customer agrees to defend and indemnify EZShield against any claim or action that arises from its unlawful or improper use of the Service. Customer is responsible for actions that may be taken by anyone using the Service after signing in with its user name and password. Customer is also responsible for keeping its user name and password confidential and for ensuring that Customer have signed off from the



Service when its session is complete to prevent unauthorized persons from using the Service. Except for the authorized use of the Service by its duly appointed Delegates, Customer agrees it will be the only user of its user name and password in connection with its Vault Safety Deposit.

ADDITIONAL TERMS FOR EZSHIELD EMERGENCY CARD SERVICES

If, during the Term, any Registered Card is lost or stolen and Customer notifies EZShield of such loss or theft, EZShield will promptly: (i) give notice to the applicable Issuer of the Registered Card regarding such loss or theft (each such notice being hereinafter call an "Issuer Notification"), so that such Issuer can take appropriate action including, without limitation, canceling the applicable Registered Card; (ii) request to that Issuer issue a new card (with a new account number) for Customer to be sent to the address Issuer has on file for Customer; and (iii) give notice to Customer regarding any communications between EZShield and Customer. For security purposes, Customer may be required to provide a password and answer additional identification questions to authenticate any request for EZShield to provide an Issuer Notification as noted in this paragraph. By subscribing for the Service, Customer shall be deemed to have granted to EZShield a limited power of attorney to do all things necessary to act on Customer's behalf regarding any lost or stolen Registered Card, including without limitation, providing Issuer Notifications and directing Issuers to cancel Registered Cards.

If: (i) during the Term, any Registered Card becomes lost or stolen; and (ii) Customer notifies EZShield for purpose of having such Registered Card cancelled through the EZShield's then-applicable notification procedures; and (iii) at such time the Customer is more than fifty (50) miles from its address registered for the Service at the time of such notification; and (iv) the Customer requires emergency funds because such Registered Card has been cancelled, EZShield shall, upon the request of Customer, transfer through Western Union a Cash Advance (hereinafter defined) in accordance with these Terms and Conditions. As part of the registration process for the Service, Customer will identify a single credit card or debit card that is one of the Registered Cards ("Primary Card") to be used to obtain funds ("Cash Advance") to be transferred to Customer in accordance with the terms of this paragraph. After receiving an authorization on the Primary Card, EZShield will process a charge to the Primary Card with the charge explanation being "cash advance to customer." By subscribing for the Service, Customer shall be deemed to have authorized EZShield to process such debit in order to obtain funding for each Cash Advance made to Customer. Customer's obligation to repay the Cash Advance and related charges shall be subject to the then-applicable standard terms and conditions imposed by the Issuer of the Primary Card. If for any reason EZShield cannot receive a credit card or debit card (as the case may be) authorization for the amount of any Cash Advance on the Primary Card, EZShield will have no obligation to make such Cash Advance to Customer. Customer agrees the Primary Card shall remain in a secured location, separate from the other Registered Cards.

If during the Term any of the Registered Cards is lost or stolen and Customer so notifies EZShield for purposes of having the Registered Card cancelled, and if at such time the Customer is more than fifty (50) miles from its address registered for the Service at the time of such notification, EZShield will, upon Customer's request, make travel arrangements for Customer and any members of Customer's immediate family traveling with him/her to return to Customer's residence at the address then registered with



EZShield in connection with the Service (“Travel Arrangements”). The Travel Arrangements shall be funded exclusively through funds advanced as part of the Cash Advance and EZShield’s ability and obligation to make such Travel Arrangements may be affected by Customer’s Cash Advance limit under the Primary Card in effect when Customer requests the Travel Arrangements.

EZShield reserves the right to refuse or terminate the Service if: (i) Customer is more than thirty (30) days overdue in paying the applicable Service fee; or (ii) EZShield determines that Customer, an individual acting with or for Customer or a person owning a Registered Card with the Customer is committing fraud or other illegal acts, making untrue statements, or failing to fully co-operate with EZShield. The Service is available only to adult individuals resident in the United States and its territories. EZShield’s only obligations will be to promptly report: (i) the loss or theft to the Issuers after receiving proper notice thereof from Customer; and (ii) to Customer on any communications with Issuers. EZShield will not be liable for any failure on the part of any Issuer to act upon any such report from EZShield or to respond to EZShield after EZShield attempts to contact the Issuer. The Service does not affect the terms and conditions of the agreement between Customer and each Issuer with respect to the applicable Registered Card, which terms and conditions will continue to apply as between the Customer and each Issuer. Customer is responsible for the accuracy and completeness of all information provided to EZShield with respect to each Registered Card, and for advising EZShield of any changes in such information. EZShield will not be liable for any consequences resulting from the failure of any such information to be accurate, complete and current. Requests for Cash Advance must be made at the time Customer notifies EZShield that his/her Registered Cards have been lost or stolen for purposes of having the Registered Cards cancelled through Card Issuer Notification. EZShield will not be liable for the failure of an Issuer to respond to a request sent on behalf of EZShield following notification from the Customer, nor for any inaccurate or incorrect information supplied by the Customer during registration of the Registered Cards through the Service.

MISCELLANEOUS

These Terms and Conditions, the EULA and the Services shall be governed by and enforced pursuant to the laws of the State of Maryland. These Terms and Conditions and the EULA and the documents referenced herein collectively serve as the sole and exclusive agreement between Customer and EZShield regarding the applicable Service(s) and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. If any provision of this Agreement, the Terms and Conditions or the EULA is held to be invalid or otherwise unenforceable, the remainder of these terms will remain in full force and effect and will in no way be invalidated or otherwise affected.

Any dispute between Customer and EZShield relating to these Terms and Conditions, the EULA or the applicable Service(s) that cannot otherwise be resolved amicably shall be submitted to binding arbitration in Harford County, Maryland before a single arbitrator appointed by Judicial Arbitration and Mediation Service (“JAMS”) (or if such entity no longer exists, then by its successor entity or a similar national organization in the United States designed to facilitate alternative dispute resolution proceedings) under the then-existing JAMS Streamlined Arbitration Rules and Procedures as applied to commercial disputes and the decision of the arbitrator shall be final and binding upon all parties.



Customer hereby agrees to indemnify EZShield, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from any third party claim relating to Customer's use of any Service or violation of any law or rights of a third party.

Customer inquiries regarding any Service should be sent as follows: via regular mail, to EZShield, Inc., 4005 Miranda Avenue, Suite 175, Palo Alto, California 94304-1229, Attn: Customer Service Department, via electronic mail, to customerservice@ezshield.com; and Via telephone, (888) 4-EZSHIELD (888-439-7443) (M-F 8:00 a.m. – 11:00 p.m. EST, Sat. and Sun 8:30 a.m. – 7:30 p.m. EST).

CUSTOMER AND EZSHIELD EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THE SERVICE AND/OR THESE TERMS AND CONDITIONS.