

## **IDProtect 360° Terms of Use**

Effective as of September 28, 2020.

Thank you for your use of our products and services (“Services”). Econocheck Corporation (“ECC”, “we”, “us” or “our”), as provider of these Services, makes these Services available to you (“you” or “your”), the user of the Services, including use of the website(s) and/or mobile application(s) utilized to access the Services (individually and collectively, the “Site”), subject to the terms and conditions contained in this IDProtect 360° Terms of Use (“Agreement”). Please read the terms and conditions of this Agreement carefully.

You understand that you are entering into this Agreement electronically and that all communications regarding this Agreement and the Services will be provided to you by electronic means. By accepting these Terms of Use, you acknowledge electronic receipt of this Agreement. In addition, you represent and warrant that you have a valid United States Social Security number, and that you are of sufficient legal age to use the Services. If you do not have a U.S. Social Security number, are not of sufficient legal age, or are not willing to be bound by the terms of this Agreement, you may not access or use any portion of the Services. Before accepting the terms of this Agreement, please print or save a local copy of this Agreement for your records.

BY USING THE SITE AND/OR ACCESSING OR OTHERWISE USING ANY PORTION OF THE SERVICES, YOU AFFIRMATIVELY REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF, THIS AGREEMENT.

### **Use of the Services.**

You must be eighteen (18) or older to use the Services. You agree that your use of the Services must always be lawful and in compliance with the terms of this Agreement and that you are responsible for all uses of the Services by you and any others using your login information for the Site. By using the Services, you are providing written instructions and/or consent to us and our affiliates, agents, employees, contractors and third-party providers to exchange information about you in order to provide the Services to you. The Services and all data, design, text, images and graphics contained therein are proprietary and confidential and are licensed to you solely for your personal use in accordance with the terms of this Agreement. Using our Services does not give you ownership of any intellectual property rights in our Services or the content that you access. The Services may also contain third-party trademarks, service marks, graphics, and logos. The Services are owned and/or licensed by us and are protected by the laws of the United States. Except as expressly provided herein, we do not grant any express or implied right to you under any ECC-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights. You may not use content from our Services unless you obtain permission from us and agree to prevent any unauthorized copying, use, or distribution of the Services. This Agreement does not grant you the right to use any branding or logos used in our Services.

Any methods to obscure or hide the county or location of a computer or device along with the use of a VPN, Private or Proxy IP to connect to the Site or use the Services is strictly prohibited. Do not remove,

obscure or alter any legal notices or disclosures displayed in or along with our Services. You may not misuse our Services or attempt to tamper or interfere with the functioning of the Site or the Services. You are expressly prohibited from reselling or otherwise using the Services in any manner not permitted under this Agreement. We may suspend or cease providing our Services to you if you do not comply with the terms of this Agreement.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

### **Services Description.**

The Site includes information about the Services and provides users with the ability to register for the Services and enroll in the products offered on the Site (“Products”). The term “Services” includes all Products, services and benefits provided on or accessed through the Site and all content, information, features, tools, data, software and functions made available through the Site or any other mechanism by which a Product is delivered or provided to you.

Depending on the Product selected by you, Services may include single or triple bureau credit report(s), single credit score(s), single bureau or triple bureau credit file monitoring and tracking, identity monitoring on public sites and/or the dark web, fraud resolution, identity theft expense reimbursement coverage, and the provision of alerts notifying you of key changes to the information contained in your credit file(s) and the identification of suspicious activity which may indicate that you are at a high risk for identity theft. If your Product includes credit scores, the credit scores provided are a VantageScore 3.0 based on single credit bureau data. Third parties may use a different VantageScore or a different type of credit score to assess your creditworthiness. For Products that contain credit file monitoring Services for each of the three nationwide credit bureaus, Equifax®, Experian®, TransUnion®, the credit file monitoring at certain credit reporting agencies may take several days to begin. Except for Services which include a joint or family plan (as described under the heading “Joint and Family Plans” below), registration for the Services and enrollment in a Product applies only to you. No other person, including a joint account owner or your spouse or domestic partner, will be enrolled in any Product that does not include a Joint or Family Plan.

The Services include reports and information that may be available to you at no cost. Under the Fair Credit Reporting Act, you are entitled to a free file disclosure directly from the consumer credit reporting company if: a person has taken adverse action against you because of information in your credit report; you are the victim of identity theft and place a fraud alert in your file; your file contains inaccurate information as a result of fraud; you are on public assistance; or you are unemployed but expect to apply for employment within sixty (60) days. You are entitled to one free disclosure every twelve (12) months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information. You may also be entitled to free file disclosures under state law. In the states of Colorado, Massachusetts, Maryland, Maine, New Jersey and Vermont, consumers are permitted to obtain one free credit report per consumer credit reporting agency per year. Georgia residents may receive two (2) disclosures per year. You have the right to dispute inaccurate information in your credit file without charge. If information in your credit file is inaccurate, you have the right to dispute it by contacting the applicable credit reporting company. Accurate information cannot be removed from your credit file. The Services are not intended to be a substitute for any free credit file disclosure that a credit reporting company is required to provide to you by law.

## **Registration and Acceptance of the Services.**

To receive the Services, you will be required to register on the Site and authorize us to create and maintain an account in your name using the information you provide and other information that may be collected about you in connection with the provision of the Services. To register on the Site, you must have a personal computer or wireless device with an internet connection and internet browser that supports 128-bit encryption, and an email account with appropriate email software. Your registration in the Services will not be completed if we cannot verify your identity or other necessary information. We may refuse to register you to receive any Services for any reason.

If we are unable to authenticate you through the Site, you will be required to complete a manual authentication process in order to enroll in a Product. You are responsible for successfully completing authentication in order to complete your enrollment. Once you have completed authentication, you will be enrolled in the Product you selected, and your account will become active on that date (your "Product Activation Date"). If you fail authentication, you are not eligible for the Services and will not be enrolled in any Product offered through the Site.

If you purchase a Product that offers monitoring of your credit file with each of the three nationwide credit bureaus, Equifax®, Experian® and TransUnion® (a "Triple Bureau Product"), you will be enrolled in the Triple Bureau Product and billed at the current rate for the Triple Bureau Product as long as you successfully complete authentication through at least one of the three credit bureaus. For Triple Bureau Products, you understand and agree that we are only authorized to monitor your credit files at the bureau or bureaus that authenticated you.

In order to deliver the Services to you, we must obtain your consumer credit file and other information. You understand that by accepting this Agreement you are providing written instructions in accordance with the Fair Credit Reporting Act, authorizing ECC and Equifax®, Experian®, TransUnion®, and their affiliated entities and third party data and service providers, to access your credit files and exchange information in order to verify your identity and to provide you with credit monitoring, reporting and scoring Products.

The information, content and materials contained at and within the Site is provided for informational and educational purposes only and is not meant to be a substitute for professional counseling and/or advice from certified legal or financial professionals. We are not a credit repair organization, credit counselor, debt relief company, or financial or legal advisor as defined under federal or state law. Use of the Services is not a replacement for personal or professional advice or assistance regarding your finances, credit history or your credit rating. We do not represent or guarantee the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through the Site. You acknowledge that any reliance on any such information is at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Site.

## **Joint and Family Plans and Services for Dependent Children**

If you enroll in a Product which covers up to two (2) adults (a "Joint Plan Product"), you may register one (1) additional adult account owner for the Product (a "Joint Plan Adult Member"), or if you enroll in a Product with a family plan (a "Family Plan Product"), you may register one (1) additional adult (account owner, spouse or domestic partner) for the Product (a "Family Plan Adult Member") and up to four (4) of your minor dependent children for the identity monitoring on public sites and/or the dark web, fraud resolution, and identity theft expense reimbursement Services included in your Family Plan Product. A "Dependent Child Member" is a dependent child under the age of eighteen (18) living in your household for whom you are the parent or legal guardian and that you have enrolled in your Family Plan Product. By enrolling a child in a Family Plan Product, you certify that you are the parent or legal guardian of each child whom you have enrolled as a Dependent Child Member and you authorize us and our service providers to obtain information about each Dependent Child Member from a credit reporting agency, if applicable, in order to provide the Services under your Family Plan Product. Any information obtained by us about Dependent Child Members will be used solely for the purpose of providing the Services. In order for you to receive information regarding a Dependent Child Member or request fraud resolution Services, we may require you to provide proof of residence in your household and the Dependent Child Member's Social Security card, birth certificate, and/or a similar government issued document demonstrating your relationship. The Services provided for Dependent Child Members under a Family Plan Product are different from the Services available to you and your Family Plan Adult Member. Refer to the information provided to you upon enrollment in a Family Plan Product for details on the Services provided for Dependent Child Members. When a Dependent Child Member reaches his or her eighteenth (18) birthday based upon the information you provided when you enrolled the Dependent Child Member, his or her membership in your Family Plan Product may be terminated. If you enroll a Joint Plan Adult Member or Family Plan Adult Member, that individual must register on the Site and successfully complete authentication in order to receive the Services. No credit information, reports, alerts or other information related to a registered Joint Plan Adult Member or Family Plan Adult Member will be available to you. If a Family Plan Adult Member does not successfully complete authentication, you will continue to be billed at the current rate for your Family Plan Product. If you remove a Family Plan Adult Member or any Dependent Child Members from your Family Plan Product, you will continue to be billed at the current rate for your Family Plan Product until you downgrade your Product to a Product that does not contain a family plan on the Site. For so long as you are enrolled in a Family Plan Product, you may enroll an additional adult and/or your dependent children in accordance with the terms and conditions of your Family Plan Product.

## **Fees and Billing**

By enrolling in a Product and accepting the applicable Service(s), you authorize us to charge your payment card or other account that you designate beginning on your Product Activation Date. Monthly fees will be charged each subsequent month at the then current rate plus applicable tax. For monthly billed Products, your monthly billing date is the day of the month that your Product was activated or the last day of the month, whichever is earlier. For example, if your Product Activation Date was March 31<sup>st</sup>, your monthly billing date would be the 31<sup>st</sup> of any month with 31 days, or the day the relevant month ends, which may be the 28<sup>th</sup>, 29<sup>th</sup> or 30<sup>th</sup>, depending on the month. For services with multiple Products: Modifications to a Product you have purchased may only be made on the Site. You may cancel any Product by calling 1-866-210-0361. You have the right to modify or cancel any Product without fee or penalty at any time. Any change to a Product will become effective as of the date of the change. You will be charged the new fee at this time and will also receive a credit for the previous Product. The credit will reflect the

unused days in the previous billing cycle (we use 30 days to calculate daily rate). Cancellation of a Product will become effective as of the end of your current billing cycle. If you cancel a Product before your billing date, you will continue to receive the Product for the remainder of the billing period during which you cancelled the Product. You will not be charged any additional fees for the Product after it has been cancelled, but you will not receive a refund of fees previously billed. To avoid charges for your next billing period, you must cancel the Product before your monthly or annual billing date. For all Products, there are no partial billing period refunds.

#### **Account Information and Password Security.**

You are responsible for maintaining the accuracy of your account information and the confidentiality of all passwords you use to access the Services and the Site. You agree that you are solely responsible to us for all activities that occur under your account and that you will log off of the Site at the end of each session to prevent fraud on your account by third parties. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately. You also agree that in order to receive Service alerts and notifications, you must keep your information, including email address and mobile phone number (if text alert activated), current. You understand and agree that you will continue to be enrolled in the Product you have purchased and be billed at the current rate for such Product if you do not update your email address and/or mobile phone number and we are unable to deliver email or text messages to you. Failure to maintain accurate contact information may prevent you from receiving Service notifications or result in a discontinuation of the Services. If you provide any information that is untrue or inaccurate, not current, or incomplete, we may, in our sole discretion, suspend or terminate your access to the Services.

#### **Service Eligibility.**

As an eligible account owner with a participating ECC client (“Program Provider”), you are eligible for enrollment in the Services and may be participants in a Trust, of which your Program Provider is a participating organization. Certain Services, including insurance coverage, take effect on the applicable Product Activation Date and will end the earliest of: (1) the end of your current billing cycle, or (2) termination of the applicable policy. Certain Services must be requested by you and/or may require registration and activation. For more information, you may contact us at [idprotectme360.com](http://idprotectme360.com) or 1-866-210-0361.

#### **Privacy.**

ECC’s [privacy policy](#) explains how we treat your personal data and protect your privacy while you use and access our Services. By using our Services, you agree to the terms of our privacy policy. If you have any questions regarding our privacy policy, please contact us at [idprotectme360.com](http://idprotectme360.com) or 1-866-210-0361.

#### **Additional Terms and Conditions.**

Additional terms and Product requirements may apply to the Services and will become part of your agreement with us if you use the applicable Services. You must follow any policies made available to you within the Services. We may suspend or cease providing you with access to the Services if you fail to comply with these policies.

### **Notices and Changes in Terms.**

We may, at our discretion, modify this Agreement from time to time and/or modify or discontinue any of the Services or a portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification or discontinuation of any of the Services. If we make material changes to the Agreement, we will notify you by email or through a message posted on the Site. You agree that such modified Agreement will be effective immediately after our notice to you. Your continued use of the Services, or your failure to terminate the Services, after any modifications have been made to the Agreement and/or the Services, will constitute your affirmative acceptance of those modifications. If you do not agree to the Agreement as amended, you must stop using the Services. You agree that notices provided electronically satisfy any legal requirement that such communications be in writing. You are responsible for regularly reviewing the Agreement by clicking on the "Terms of Use" link on the Site.

### **Product Support.**

ECC is not obligated to provide technical support under the terms of this Agreement and provides no assurance that any specific errors or discrepancies in the Services will be corrected. ECC does not represent that access to the Services or the Site will be uninterrupted, or that all Services will be available. In certain instances, we may require you to install an update in order to continue using certain of the Services.

### **Warranties and Disclaimers; Limitations of Liability.**

THE SERVICES ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ECC'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE SERVICES WILL NOT EXCEED TWO HUNDRED DOLLARS. IN ALL CASES, ECC AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FOREESEEABLE.

### **Arbitration**

**READ THE FOLLOWING ARBITRATION CLAUSE ("CLAUSE") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. THIS CLAUSE DOES NOT APPLY TO A COVERED BORROWER AS DEFINED BY FEDERAL MILITARY LENDING ACT REGULATIONS.**

**WAIVER. YOU and WE** (the "Parties") waive the following rights: (1) the right to go to court, except small-claims court; (2) the right to a jury trial; and (3) the right to participate in a class action. Under this Clause, courts and arbitrators **cannot allow class actions**. Only individual arbitration or small-claims courts will resolve disputes. If a court finds that the class action waiver portion of this Clause is invalid, then this entire Arbitration Clause is void.

**SCOPE.** This Clause governs all disputes between **YOU** and **US**, including but not limited to claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and claims related to setting aside this Clause, claims about the Clause's validity and scope, and claims about whether to arbitrate.

**INFORMAL DISPUTE RESOLUTION.** We can try to resolve disputes if you call us at 1-866-210-0361. We may be able to resolve the dispute on terms mutually agreeable to you and us. **YOU** and **WE** agree that any dispute we are unable to resolve will be resolved by arbitration.

**ABOUT ARBITRATION.** In arbitration, a third-party arbitrator resolves disputes in a hearing. The arbitration hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery." The decision of the arbitrator is final.

**ARBITRATION PROCESS.** To begin Arbitration, **YOU** or **WE** must make a written demand to the other Party for arbitration and send a copy of the demand to the chosen arbitrator. **YOU** may send your demand to us at 3 Gresham Landing, Stockbridge, GA 30281. The Party mailing the demand may choose the American Arbitration Association ("AAA") or a local arbitrator affiliated with a national arbitration organization, subject to the other Party's approval. The Arbitration will take place before a single arbitrator under the AAA Consumer Arbitration Rules. **YOU** may get a copy of the Rules by contacting AAA at 120 Broadway, New York, NY 10271, calling 1-800-778-7879, or visiting [www.adr.org](http://www.adr.org). The arbitrator may grant the same injunctive relief and/or award the same damages as a court. Filing fees to begin arbitration will be shared equally between **YOU** and **US**, but the total amount of arbitration fees you pay will not exceed state court costs. **YOU** are responsible for paying **YOUR** attorney fees and expenses, unless the arbitrator awards **YOU** such fees and expenses. Unless **YOU** and **WE** agree, any in-person hearing will take place in the city nearest **YOU** where a U.S. District Court is located. Either Party may attend the hearing by phone. A Party may request details about the arbitrator's ruling within fourteen (14) days of the ruling.

**APPEAL.** Arbitration will be the sole method of resolving appeals of a small claims court judgment. If the amount in controversy exceeds \$10,000, a Party may appeal the arbitrator's finding. Such appeal will be to a three-arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. We will split appeal costs equally, regardless of the outcome.

**OPT OUT.** If you want to opt out of this Arbitration Clause, send **US** written notice to Econocheck, 3 Gresham Landing, Stockbridge, GA 30281, within thirty (30) calendar days of the date you first register for Services. State your name, address, account number, and date. State that you "opt out." If you opt out, your opt out will only apply to this contract.

**GOVERNING LAW.** This Clause and any arbitration under this Clause are governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

**REPRESENTATIONS.** YOU UNDERSTAND THAT YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, EXCEPT SMALL CLAIMS COURT, ON ANY CLAIM COVERED BY THIS CLAUSE. **YOU** also agree that any arbitration proceeding will only consider **YOUR** and **OUR** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering these claims.

**Term and Termination.**

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Services. You may cancel your Services and terminate this Agreement at any time and for any reason by calling 1-866-210-0361 or contacting us at [idprotectme360.com](http://idprotectme360.com). We may terminate this Agreement and your access to the Services and/or the Site by providing notice to the email address you provided us. Upon any termination of this Agreement, the rights and licenses granted to you hereunder, including your ability to access and use the Services, will immediately terminate, and you shall immediately cease using any and all materials and other similar content in your possession or control that are proprietary to ECC. You agree that we will have no liability to you for any costs, losses, damages, or liabilities arising out of or related to the termination of this Agreement. Any provision of this Agreement that should, by its nature, survive termination of this Agreement will survive its termination.

#### **Miscellaneous.**

This Agreement constitutes the complete and exclusive agreement between you and ECC with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. Nothing in this Agreement, either express or implied, is intended to or will be deemed to confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

This Agreement will be governed and construed in accordance with the laws of the state of Georgia, excluding its choice-of-law principles. All claims arising out of or related to this Agreement or the Services and not subject to arbitration will be litigated exclusively in small-claims courts of Henry County, Georgia and you and ECC consent to personal jurisdiction in those courts.

#### **Questions.**

If you have any questions regarding our Services or this Agreement, you may contact us at [idprotectme360.com](http://idprotectme360.com) or 1-866-210-0361.