

## nxg | PROTECT Terms of Use

### Effective as of August 2022

Thank you for your use of our products and services (“Services”). Econocheck Corporation (“ECC”) and NXG Strategies, LLC (“NXG”, and together with ECC, “we”, “us” or “our”) provides these Services 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 nxg | PROTECT Terms of Use (“Agreement”). Please read the terms and conditions of the Agreement carefully. 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, and you are of sufficient legal age to use the Services. If you 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.

### Use of 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. You may not impersonate any person or entity, provide false information required for obtaining access to the Services, or use the Services for commercial or other non-personal purposes. You will not, and will not permit others to, attempt to gain unauthorized access to the Services or any computer system used to provide the Services, circumvent any access restriction or security measures with respect to the Services, or disclose your access information or otherwise give access to the Services to any third party.

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.

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 may not introduce any viruses, worms, malware, trojans, or other malicious or disruptive code, reverse engineer, decompile or otherwise attempt to derive source code of the software that powers the Services, create or use any script or automated tool that attempts to create

multiple ways to access or use the Services, or tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Services or its associated code. 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. Certain features of the Services, including alerts, may also be made available on or through your registered mobile device through push notification, SMS text message, or another mobile alert. If you elect to participate in mobile alerts through the Services, you consent to the receipt of SMS messages from us in the quantity, frequency, and types delivered through the Services and you have the obligation to lock your mobile device and otherwise protect the information contained on your device. 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.

## Account Information and Password Security

You agree not to share your password and/or any other login credentials for the Site with third parties and to provide true, accurate and correct information. 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 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 the Services from unauthorized use. 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. Should you breach your obligation to protect your account login information, we may terminate your use of the Services without advance notice to you. You acknowledge and agree that some Services may make certain of your credit information available for you to view on your Program Provider’s (as defined below) online banking platform (“Online Banking”). Some Services also allow access to the Site from your Online Banking without requiring you to enter your account credentials. If you allow additional persons to access your Online Banking, those persons will also be able to access your account on the Site via Online Banking and access your credit information. You agree that you are solely responsible to us for all activities that occur under your account, including, without limitation, access to your account and credit information by other persons through Online Banking. If you become aware of any unauthorized use of your account or any loss, theft or disclosure of your password, 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. Failure to maintain accurate contact information may prevent you from receiving Service notifications or result in a discontinuation of the Services.

## Service Eligibility and Registration

As an eligible account owner with a participating client of ours (“Program Provider”), you and if applicable, your eligible family members and/or your joint account owners, are eligible for use of the Services and may be participants in a Trust and/or members of an Association, of which your Program Provider is a participating organization. The Services are provided as a benefit of another product or service or by otherwise meeting the eligibility requirements established by your Program Provider. The Services have no cash equivalent. There is no fee for using the Services; however, the account or service to which Your Program Provider’s eligibility requirement is attached may have a fee, based on the provisions of the account/service agreement that you have directly with the Program Provider. You agree to provide valid, accurate, and current personal information during registration for any Services. You understand that our ability to provide certain Services 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 Services if you do not fully register to activate the Services and/or complete identity authentication. You also acknowledge and agree that we, and our service providers will not be responsible or liable for any acts or omissions related to or your failure 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. Certain Services, including insurance coverage, take effect on the date you enrolled in your eligible account and will end the earliest of: (1) the first of the month after the month in which your eligible account fees, if applicable, were last paid, (2) termination of your eligible account, or (3) termination of the applicable policy. Certain Services must be requested by you and/or may require registration and activation. The Services are only available to citizens of the United States living in the United States or living abroad, and legal residents of the United States. If you do not have a United States Social Security Number or United States residence address, some Services may not be available to you. As a user of the Services, you may be entitled to be represented at the annual meeting of the Association. For more information, you may contact us at [support@nxgprotect.com](mailto:support@nxgprotect.com) or 866-210-0361.

## Authorization and Privacy

By using the Services, you are providing written instructions and/or consent to us and our affiliates, agents, employees, and service providers to exchange information about you in order to provide the Services to you. You authorize us and our 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 Services, including, without limitation, credit and transaction information and, if applicable, information regarding usage of and behavior on certain social networks, and to transmit this information to you for your own use. You certify that you are the parent or legal guardian of all children under the age of 18 for whom you subscribe for any Services. You specifically grant permission to us and our 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 your children’s identities and provide such credit, transaction and social media information to you. ECC’s

[privacy policy](#) explains how ECC treats your personal data and protects your privacy while you use and access our Services. Information that NXG collects from you will be treated in accordance with NXG's [privacy policy](#). By using our Services, you agree to the terms of our privacy policies. We will undertake to protect your personal information, including any information provided to activate monitoring, using methods that are consistent with industry best practices, as set forth in our [privacy policy](#). You authorize ECC to provide your personal information to our service providers to receive and use this information as ECC deems reasonably necessary in connection with providing the Services. If you have any questions regarding our privacy policies, please contact us at [support@nxgprotect.com](mailto:support@nxgprotect.com) or 866-210-0361.

## **Additional Terms and Conditions and Changes in Terms**

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. We have the right to change, modify, or add to this Agreement and/or the Services from time to time without notice. Such changes, modifications, additions or deletions shall be effective immediately upon notice, which may be given by posting on the Site or by other electronic means. You agree to review this Agreement periodically to be aware of any changes. Your continued use of the Services after notice has been given constitutes your affirmative acceptance to the modified Agreement. If you do not agree to the Agreement as amended, you must stop using the Services.

## **Product Support**

We are not obligated to provide technical support under the terms of this Agreement and provide no assurance that any specific errors or discrepancies in the Services will be corrected. We do not represent that access to the Services or the Site will be uninterrupted, or that all Services or discounts offered by a participating merchant through the Site will be honored by the merchant. 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; Indemnification**

NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY PROVIDED THROUGH ANY SERVICES OR CONTAINED IN ANY THIRD-PARTY WEBSITE LINKED TO OR FROM ANY OF OUR WEBSITES. THE SERVICES ARE LICENSED AND PROVIDED "AS IS", "WHERE-IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To provide certain features of the Services, we subcontract with and receive information from, certain service providers. We are not responsible for (i) the accuracy, completeness, and/or validity of any products, solutions or information provided to us by any of our service providers and/or any other third parties (including, without limitation, consumer reporting agencies), (ii) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact or account information, or (iii) 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, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, caused by, arising from, or in connection with your access to and/or use of the Services. Neither we nor our 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. 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 Services is limited to one thousand dollars (\$1,000).

You understand and agree that no Services include the placing of fraud alerts with credit reporting agencies and that no one, including ECC or NXG, may legally remove accurate and timely negative information from a credit report. **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.** Additionally, you acknowledge that not all transactions, including fraudulent transactions using your personal information, may be monitored with our monitoring Services. You also understand and agree that we are not responsible for fraudulent transactions, whether identified by us or not, nor are we responsible for the failure of any mobile alert to be actually, accurately, timely, or fully delivered to you for any reason whatsoever, including, but not limited to, issues related to your mobile account or device and technical errors or other problems with our systems, or the systems of our service providers, your mobile service provider, or any other third-party company. We expressly disclaim any warranty that the Services will enable you to comply with law, mitigate damages, or avoid any other consequences of failure by you to institute proper security measures. We do not, and our Services are not intended to, provide legal, tax, investment, or other financial advice.

You agree that you will indemnify and hold us and our affiliates, directors, officers, employees and agents, harmless from and against all losses, damages, claims, costs and expenses, (including reasonable attorneys' fees and expenses), judgments, fines, penalties and other liabilities arising out of your access to or use of the Services or from your violation of this Agreement. You shall not, without ECC's and/or NXG's prior written consent, as applicable, settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification is sought hereunder unless such settlement, compromise, or consent includes an unconditional release of ECC and/or NXG, as applicable, from all liability arising out of such claim, action, or proceeding.

## Links to Third Party Sites

In connection with the Services, we have established Internet links from our Site 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 these links does not 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. We disclaim all liability associated with your access to and use of linked websites.

## Term and Termination

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Services and you have an active eligible account with the Program Provider. You may cancel your Services with us and terminate this Agreement at any time and for any reason by calling 866-210-0361 or contacting us at support@nxgprotect.com. Terminating your Agreement with us does not terminate your agreement with the Program Provider. Please check with your Program Provider for terms associated with term and termination of the account/service agreement with them. 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 us. 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 us 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. We will not be liable for failure or delay in our provision of the Services due to causes arising from 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, acts of terrorism, fire, explosion, sabotage, storm, flood, earthquake, or epidemics. 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. We may assign any of our rights and/or delegate our obligations under this Agreement to any third-party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which may be withheld in our sole discretion. No waiver of any term or condition of this Agreement by us will be binding unless in writing signed by an authorized representative of ECC and/or NXG, as applicable. No waiver by us of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the remaining provisions will remain enforceable. 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 will be litigated exclusively in the federal or state courts of Henry County, Georgia and you consent to personal jurisdiction in those courts.

## Questions

If you have any questions regarding our Services or this Agreement, you may contact us at support@nxgprotect.com or 866-210-0361.