

I.D.TheftWise Identity Theft Protection Program

Bronze Membership Terms of Service

The I.D.TheftWise Identity Theft Protection Bronze Member Program (the “**Bronze Member Program**”) is a service of GapWise LLC d/b/a/ I.D.TheftWise (“**I.D.TheftWise,**” “**us**” or “**we**”). These Bronze Membership Terms of Service (“**Terms of Service**”) set forth the terms and conditions applicable to your use of the Bronze Member Program as a Covered Bronze Member. These Terms of Service are a legally binding contract between you and I.D.TheftWise.

BY ENROLLING IN THE BRONZE MEMBER PROGRAM AND/OR USING ANY SERVICE OF THE BRONZE MEMBER PROGRAM, (1) YOU, AS THE BRONZE MEMBER, AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF AND ALL OTHER COVERED BRONZE MEMBERS, AND (2) ALL OTHER COVERED BRONZE MEMBERS AGREE TO THESE TERMS OF SERVICE. YOU AGREE TO THESE TERMS OF SERVICE. **IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO USE SUCH SERVICES.**

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF SERVICE TO THE CONTRARY, THE BRONZE MEMBER PROGRAM IS PROVIDED WITHOUT ANY WARRANTY AND SUBJECT TO LIMITATIONS ON OUR LIABILITY. THESE PROVISIONS ARE IN SECTIONS 6 AND 7 BELOW.

Section 1: Definitions: As used in these Terms of Service, the following terms have the meaning ascribed to them below:

“**Bronze Member Program**” means the I.D.TheftWise Bronze Member Program provided to Covered Bronze Members, including, as applicable, the services described in Section 2 below.

“**Bronze Member**” means a person age eighteen (18) or older who is enrolled as a Bronze Member in I.D.TheftWise’s Identity Theft Protection Bronze Member Program.

“**Coverage Period**” shall have the meaning ascribed to that term in Section 4 below.

“**Covered Bronze Members**” means the Bronze Member; the Bronze Member’s spouse or Domestic Partner; the Bronze Member’s children, age twenty-one (21) or under, who are unmarried, dependent upon the Bronze Member for financial support, and live with the Bronze Member; and the Bronze Member’s children, age twenty-four (24) or under, who are unmarried, dependent upon the Bronze Member, and full-time students.

“**Credit Card**” shall mean credit cards and debit cards.

“**Credit-Reporting Agencies**” means Experian, TransUnion and Equifax.

“**Domestic Partner**” means anyone living in a domestic partnership with a Bronze Member as a relationship between two cohabitating people unrelated by either blood or marriage, regardless of gender, who are over the age of eighteen (18), share the common necessities of life, and have resided together for at least six months prior to subscribing to our product, who share responsibility for the common living expenses of food, shelter, and medical care and are not in any marriage or domestic partnership and/or civil union with

another person. In the cities and/or states where domestic partnership registers are available, enrollees need to be registered in order to qualify as a Domestic Partner.

“Effective Date” shall have the meaning ascribed to that term in Section 3 below.

“Emergency Call Center” means the coordination center designated by I.D.TheftWise to receive phone calls from Covered Bronze Members reporting an Identity Theft.

“Identity Resolution Assistance Services” shall have the meaning ascribed to that term in Section 2 below.

“Identity Theft” means (1) theft of your driver’s license or government issued identification, social security number, or medical or financial records, or (2) commission of a crime by an individual that represents himself/herself as you.

“I.D.TheftWise” shall have the meaning ascribed to that term above.

“Indemnified Parties” shall have the meaning ascribed to that term in Section 5 below.

“Primary Place of Residence” shall mean the address provided to Service Provider at the time the Bronze Member enrolls in the Bronze Member Program, or subsequently provided to Service Provider if the Bronze Member moves his/her residence from one address to another.

“Service Provider” means, as applicable, I.D.TheftWise or its applicable subcontractor.

“Terms of Service” shall have the meaning ascribed to that term above.

“Website” shall have the meaning ascribed to that term in Section 2 below.

Section 2: Bronze Member Program

A) To report an Identity Theft and obtain Identity Resolution Assistance Services, Covered Bronze Members shall contact the Emergency Call Center via telephone and provide the requested information regarding the Identity Theft (an **“Identity Theft Report”**), provided, however, that no Covered Bronze Member under the age of eighteen (18) (a **“Minor Covered Bronze Member”**) is authorized to make an Identity Theft Report. In the event of an Identity Theft involving a Minor Covered Bronze Member, the Minor Covered Bronze Member’s legal guardian may make the Identity Theft Report on behalf of the Minor Covered Bronze Member.

B) Upon receipt of an Identity Theft Report, Service Provider will make commercially reasonable efforts to provide identity theft assistance resolution services (collectively, the **“Identity Resolution Assistance Services”**) to Covered Bronze Members. The Identity Resolution Assistance Services may include the services described below in Section 2(C) (and such Identity Resolution Assistance Services may be expanded and contracted or otherwise modified by I.D.TheftWise in its sole discretion from time-to-time).

C) To report an Identity Theft and obtain Identity Resolution Assistance Services, Covered Bronze Members shall contact the Emergency Call Center. Service Provider shall make a commercially reasonable effort to perform some or all of the following steps that the Service

Provider deems necessary (in its sole discretion) to assist Covered Bronze Members in their identity theft resolution efforts:

- i. Request pertinent credit information and history from the Covered Bronze Member via telephone and, based on the information provided, determine if any fraudulent activity or theft has occurred.
- ii. Educate the Covered Bronze Member on how Identity Theft occurs and inform him or her of protective measures that may prevent further occurrences.
- iii. Provide the Covered Bronze Member with an *ID Theft Resolution Kit*.
- iv. Provide the Covered Bronze Member with a uniform ID Theft Affidavit, and answer questions regarding completion of the ID Theft Affidavit. It is the Covered Bronze Member's responsibility to submit the ID Theft Affidavit to the proper authorities, credit bureaus, and creditors.
- v. Assist the Covered Bronze Member with Credit Card replacement, by answering questions and providing information related to the *ID Theft Resolution Kit* and uniform ID Theft Affidavit.
- vi. Assist the Covered Bronze Member in notifying Credit-Reporting Agencies to obtain a free credit report for the Covered Bronze Member and to place an alert on the Covered Bronze Member's records with the agencies, by answering questions and providing information related to credit reports and the *ID Theft Resolution Kit*.
- vii. Provide translation services in certain languages via telephone, such as when caller is overseas and needs help communicating with the local authorities in order to file a report of an Identity Theft.
- viii. Provide an emergency cash advance (up to \$500) to the Covered Bronze Member when the Identity Theft occurs 100 miles or more from the Covered Bronze Member's Primary Place of Residence. Such cash advance shall be secured by a valid credit card. Any advance made to the Covered Bronze Member, not otherwise secured by a valid credit card and paid to Service Provider by the credit card company within 30 calendar days of such advance has to be reimbursed by the Covered Bronze Member to Service Provider within 30 calendar days from the date such advance is made. Thereafter any amount due will earn interest at a rate equal to 1.5% per month or the highest rate permitted by applicable law, whichever is lower. Notwithstanding anything to the contrary herein, Service Provider shall be under no obligation to advance funds not otherwise secured by a valid credit card.

D) I.D.TheftWise may also provide information and educational content on its website currently located at the URL www.idtheftwise.com (the "**Website**"). By viewing or using the Website, you agree to the Website Terms and Conditions of Use, Privacy Policy, and any additional terms or conditions within the Website itself.

Section 3: Bronze Member Program Limitations & Exclusions

A) *Timing of Identity Theft*. Identity Resolution Assistance Services are provided to Covered Bronze Members for any Identity Theft discovered during the Coverage Period.

B) *Where Identity Resolution Assistance Services Are Not Provided*. The Identity Resolution Assistance Services are not available in all countries, including without limitation

Afghanistan, Somalia, Eritrea, Yemen, and Eastern Timor. Service Provider reserves the right to update the list of countries in which the Identity Resolution Assistance Services are not available, and it is the responsibility of the Covered Bronze Members to inquire whether the Identity Resolution Assistance Services are available in a particular country prior to his or her arrival in that country. You may not use the services provided as part of the Bronze Member Program where any such services are prohibited by local law or regulations.

C) *Non-U.S. Bank Accounts.* Identity Resolution Assistance Services are not provided, and Service Provider shall not assist the Covered Bronze Member, in connection with thefts involving non-US bank accounts.

Section 4: Term and Termination

A) *Term.* The term of the Bronze Member Program shall commence on the first day of the calendar month after the date on which the Bronze Member contacts Service Provider and activates his/her membership in the Bronze Member Program (the “**Effective Date**”), and shall continue for twelve (12) months (the “**Coverage Period**”).

B) *Termination.* The Bronze Member Program automatically terminates twelve months (12) after the Effective Date, and does not have an option for renewal. You may terminate these Terms of Service and your membership in the Bronze Member Program by contacting I.D.TheftWise’s customer service department at the phone number provided on the Website. If any Covered Bronze Member breaches any provision of these Terms of Service or any other obligation to I.D.TheftWise, I.D.TheftWise may immediately terminate these Terms of Service by giving notice thereof to the Bronze Member, and such notice shall be effective on the date set forth in such notice. If a Bronze Member enrolls in I.D.TheftWise’s Identity Theft Protection Platinum Member Program during the Coverage Period, these Terms of Service and his/her membership in the Bronze Member Program automatically terminate on the effective date of his/her membership in the Identity Theft Protection Platinum Member Program.

Section 5: Indemnification. You hereby agree to indemnify and hold harmless I.D.TheftWise and its parents, subsidiaries, affiliates, officers, directors, managers, agents, employees, shareholders, suppliers and licensees (collectively, “**Indemnified Parties**”) from and against any and all liability and costs, including, without limitation, reasonable attorney’s fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) any breach of these Terms of Service by you or any Covered Bronze Members, and/or (b) any allegation which, if true, would constitute a breach of any of these Terms of Service, whether by you or any Covered Bronze Members. You, as the Bronze Member, further agree to indemnify and hold harmless the Indemnified Parties from and against any and all liability and costs, including, without limitation, reasonable attorney’s fees, incurred by the Indemnified Parties in connection with any claim by any other Covered Bronze Member arising out of these Terms of Service or the Bronze Member Program.

Section 6: Disclaimer. The Bronze Member Program is provided on an “**AS IS**”, “**WITH ALL FAULTS**,” AND “**AS AVAILABLE**” basis, without any representations or warranties relating to the Bronze Member Program including, without limitation, any representation or warranties that (i) the Bronze Member Program as provided to Covered Bronze Members will result in a particular outcome, or (ii) that I.D.TheftWise’s efforts (or the efforts of the Service Provider) on behalf of the Covered Bronze Members will lead to a result satisfactory

to the Covered Bronze Members. **I.D.THEFTWISE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT I.D.THEFTWISE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). I.D.THEFTWISE FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE WEBSITE.** Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

Section 7: Limitation of Liability.

A) *Consequential Damages.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL I.D.THEFTWISE, ITS SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF SERVICE AND/OR THE BRONZE MEMBER PROGRAM, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF I.D.THEFTWISE, ITS SERVICE PROVIDERS OR SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B) *Limitation of Liability.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL I.D.THEFTWISE, ITS SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, (i) THE DELAY OR INABILITY TO USE THE WEBSITE, AND/OR (ii) ANY DELAY OR FAILURE TO PROVIDE THE IDENTITY RESOLUTION ASSISTANCE SERVICES, IN EACH INSTANCE WHETHER SUCH DAMAGES ARISE UNDER ACTIONS FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN ALL EVENTS, I.D.THEFTWISE'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT AND/OR THE BRONZE MEMBER PROGRAM, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO \$100.

C) *Release.* In the event that you have a dispute arising from your use of the Bronze Member Program with any third party, you release I.D.TheftWise (and its officers, directors, managers, agents, parents, subsidiaries, affiliates, suppliers, employees and licensees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with the similar affect of California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section 5.

Section 6: Enrollment of Covered Bronze Members. YOU, AS THE BRONZE MEMBER, REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO ACCEPT THESE TERMS OF SERVICE ON BEHALF OF THE OTHER COVERED BRONZE MEMBERS.

Section 7: Miscellaneous Provisions

A) *Entire Agreement.* These Terms of Service constitute the full understanding between the parties with respect to the Bronze Member Program, and supersede and merge all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written, with respect to the Bronze Member Program. For the avoidance of doubt, these Terms of Service do not supersede or merge, as applicable, the Website Terms and Conditions and Privacy Policy applicable to the Website.

B) *Assignment of Rights.* You may not assign any rights or obligations you may have under the Terms of Service without our prior written consent. We may assign our rights and obligations under the Terms of Service without your consent.

C) *Delegation.* Without limiting our rights to assign this agreement, I.D.TheftWise may engage subcontractors selected by I.D.TheftWise in its sole discretion to provide any services, including without limitation the Identity Resolution Assistance Services. I.D.TheftWise shall have the sole right to contract with and manage such Service Providers, and you will cooperate with such Service Providers to the same extent as I.D.TheftWise, but I.D.TheftWise will remain responsible to you for performance of I.D.TheftWise's obligations under these Terms of Service notwithstanding the engagement of any Service Provider.

D) *Severability.* If any portion of these Terms of Service is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of the Terms of Service shall remain in full force and effect.

E) *Governing Law and Jurisdiction.* These Terms of Service are entered into in St. Louis County, Missouri. These Terms of Service, and all matters arising out of or relating to these Terms of Service, shall be governed by the laws of the State of Missouri and the United States, without giving effect to the conflict of law provisions thereof. You consent to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Service and/or the Bronze Member Program must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

F) *Force majeure.* Service Provider shall not be responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, or acts of God.