

I.D.TheftWise Identity Theft Protection Program

Platinum Membership Terms of Service

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

BY ENROLLING IN THE PLATINUM MEMBER PROGRAM AND/OR BY USING ANY SERVICE OF THE PLATINUM MEMBER PROGRAM, (1) YOU, AS THE PLATINUM MEMBER, AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF AND ALL OTHER COVERED PLATINUM MEMBERS, AND (2) ALL OTHER COVERED PLATINUM MEMBERS 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 PLATINUM 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:

“**Authorization Form**” means the authorization form provided by Service Provider to Platinum Members upon enrollment in the Platinum Member Program, which authorizes Service Provider to provide certain of the Identity Restoration Benefits on behalf of the Covered Platinum Members.

“**Counselor Support**” means the emotional assistance provided via telephone through the Emergency Call Center to help Covered Platinum Members cope with emotional aspects of Identity Theft.

“**Coverage Period**” shall have the meaning ascribed to that term in Section 3 below.

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

“**Credit Cards**” means credit cards and debit cards, unless otherwise provided herein.

“**Credit Monitoring Services**” shall have the meaning ascribed to that term in Section 2 below.

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

"Domestic Partner" means anyone living in a domestic partnership with a Platinum 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 Platinum Members reporting an Identity Theft.

"Enrollment Date" means the date on which the Platinum Member contacts Service Provider and (1) enrolls in the Platinum Member Program, (2) selects a payment option from the Payment Option Schedule, and (3) pays to Service Provider the Lump Sum Payment or Enrollment Fee, as applicable.

"Enrollment Fee" means the first payment made by a Platinum Member who elects to pay for the Platinum Member Program in monthly installments. The Enrollment Fee is due to Service Provider on the Enrollment Date.

"Fraud Resolutions Specialist" means an individual with one or more of the following credentials: licensed attorney, practitioner with a Masters degree or certification in Dispute Resolution, Fair Debt Credit Practices Certification, experience in prosecuting criminal acts, or over five years relevant legal experience.

"Identity Restoration Benefits" 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.

"Identity Theft Expense Coverage" shall have the meaning ascribed to that term in Section 2 below.

"Identity Theft Report" shall have the meaning ascribed to that term in Section 2 below.

"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.

"Installment Payment" means the monthly payments made by a Platinum Member who elects to pay for the Platinum Member Program in monthly installments.

"Lump Sum Payment" means the payment made by a Platinum Member who elects to make a single payment for the cost of the Platinum Member Program. The Lump Sum Payment is due to Service Provider on the Enrollment Date.

“Minor Covered Platinum Member” shall have the meaning ascribed to that term in Section 2 below.

“Payment Option Schedule” means the payment schedule attached as Exhibit A.

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

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

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

“Renewal Payment” shall have the meaning ascribed to that term in Section 3(D) below.

“Renewal Date” shall mean the first day of the Renewal Period.

“Renewal Fee” means the first payment made during each Renewal Period by a Platinum Member who elects to pay for such Renewal Period in monthly installments. The Renewal Fee is due to Service Provider on the Renewal Date.

“Renewal Period” shall have the meaning ascribed to that term in Section 3 below.

“Security Freeze” means a feature by which Covered Platinum Members may require that the Credit-Reporting Agencies obtain the Covered Platinum Members’ permission before the Credit-Reporting Agencies will provide the Covered Platinum Members’ credit report to creditors.

“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: Platinum Member Program

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

B) Subject to the terms and conditions set forth in these Terms of Service, Service Provider will make commercially reasonable efforts to provide identity theft restoration benefits (collectively, the **“Identity Restoration Benefits”**) to Covered Platinum Members upon

receipt of a duly completed and executed Authorization Form. The Identity Restoration Benefits shall include the services described below in Section 2(C).

C) Upon receipt of an Identity Theft Report, 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 Platinum Members in their identity theft restoration efforts:

i. Request pertinent credit information and history from the Covered Platinum Member via telephone and, based on the information provided, determine if any fraudulent activity or theft has occurred.

ii. Educate the Covered Platinum Member on how Identity Theft occurs and inform him or her of protective measures that may prevent further occurrences.

iii. Provide the Covered Platinum Member with an *ID Theft Resolution Kit*.

iv. Provide the Covered Platinum Member with a uniform ID Theft Affidavit, answer questions regarding completion of the ID Theft Affidavit, and submit (or assist the Covered Platinum Member in submitting) the ID Theft Affidavit to the proper authorities, credit bureaus, and creditors.

v. Notify (or assist the Covered Platinum Member in notifying) the appropriate banks, creditors and/or agencies that the Covered Platinum Member's forms of identification and Credit Cards were stolen or are missing, and request cancellation of the Covered Platinum Members' Credit Cards and issuance of new Credit Cards.

vi. Assist the Covered Platinum Member in notifying Credit-Reporting Agencies to obtain a free credit report for the Covered Platinum Member and to place an alert on the Covered Platinum 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 Platinum Member when the Identity Theft occurs 100 miles or more from the Covered Platinum Member's Primary Place of Residence. Such cash advance shall be secured by a valid credit card. Any advance made to the Covered Platinum 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 Platinum 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) The Identity Restoration Benefits may also include the services described below in this Section 2(D) (and such Identity Restoration Benefits may be expanded and contracted or otherwise modified by I.D.TheftWise in its sole discretion from time-to-time). Some of these services may be provided by or in consultation with a Fraud Resolution Specialist.

i. Report (or assist the Covered Platinum Member in reporting) the Identity Theft to local authorities; assist the Covered Platinum Member in obtaining and completing necessary reports, and forwarding said reports to the Covered Platinum Member's creditors or local authorities, as applicable.

ii. Notify (or assist the Covered Platinum Member in notifying) Credit-Reporting Agencies to (1) obtain a free credit report for the Covered Platinum Member, (2) place an alert on the Covered Platinum Member's records with the agencies, and (3) obtain a list of additional creditors from them.

iii. Request a list of creditors from the Covered Platinum Member and contact (or assist the Covered Platinum Member in contacting) the Covered Platinum Member's creditors to provide them with itemized fraudulent account statements for each fraudulent occurrence.

iv. Place a Security Freeze on the Covered Platinum Member's credit reports, provided that the Covered Platinum Member resides in a state that allows the placement of a Security Freeze on credit reports.

v. Submit the Authorization Form to the Covered Platinum Member's creditors, as necessary to provide Identity Restoration Benefits.

vi. Assist the Covered Platinum Member in filing or submitting paperwork for identity theft protective measures specific to his or her state of residence.

vii. Provide the Covered Platinum Member with a weekly status report until the sooner of (1) the date on which Service Provider determines that the Identity Theft has been resolved, or (2) the end of the Coverage Period or the Renewal Period, as applicable.

viii. Contact Service Providers or refer Covered Platinum Members to Service Providers who may:

- a. Perform a one-time, initial legal document review, including an initial review of potential legal claims against creditors.
- b. Provide recommendations as to what action Covered Platinum Members should take if creditors are unwilling to remove fraudulent entries from the Covered Platinum Member's credit report(s).
- c. Offer telephone access to Counselor Support to help the Covered Platinum Member alleviate the stress and anxiety caused by Identity Theft.
- d. Schedule no more than three (3) in-person sessions with a behavioral specialist to help the Covered Platinum Member deal with the emotional trauma of Identity Theft.

Services beyond the scope of coverage for those services described in Sub-Sections (a)-(d) above may be provided at an additional cost.

E) Service Provider may also:

i. Provide the Platinum Member with the following: access to his/her credit report and score, notification of critical changes to his/her credit report, the ability to lock and unlock his/her credit report, and information regarding his/her credit trends (collectively, "Credit Monitoring Services"). Credit Monitoring Services are available to a Platinum Member who

(1) agrees to the additional terms and conditions governing the Credit Monitoring Services, and (2) activates such services through the Service Provider. For the avoidance of doubt, the Credit Monitoring Services are provided only to the Platinum Member, and are not provided to any other Covered Platinum Members. The additional terms and conditions governing the Credit Monitoring Services currently in effect are available at <http://www.truecredit.com/policy/serviceAgreement.jsp>.

ii. Provide expense reimbursement (“**Identity Theft Expense Coverage**”) to a Platinum Member who has enrolled in the Credit Monitoring Services as set forth above in Section 2(E)(i), subject to both the limitations set forth below and the additional terms and conditions that are available upon enrollment in the Credit Monitoring Services. Identity Theft Expense Coverage may provide reimbursement for certain expenses, up to \$25,000, such as reimbursement for lost wages resulting from a covered Identity Theft (not to exceed \$1000 per week, for five weeks), and/or expenses related to the recovery of your identity, such as costs for refiling loan applications, costs for notarizing documents, long distance phone calls, and postage, and/or legal defense fees and expenses, provided, however, that reimbursement for certain expenses is subject to prior approval.

F) I.D.TheftWise may also provide information and educational content on its website currently located at the URL www.idtheftwise.com (the “**Website**”), and may, if applicable, provide Platinum Members with a user name and password to access certain portions of 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: Term and Termination; Payment

A) *Term.* The term of the Platinum Member Program shall commence on the first day of the calendar month after the Enrollment Date (the “**Effective Date**”), and shall continue for a period of twelve (12) months or thirty-six (36) months (the “**Coverage Period**”), as specified by the Platinum Member on the Enrollment Date; subject, however, to renewal and earlier termination as provided herein. Upon the expiration of the Coverage Period and each Renewal Period, if any, the Platinum Member’s membership in the Platinum Member Program shall automatically renew for successive periods of twelve (12) months each (each a “**Renewal Period**”) unless the Platinum Member gives Service Provider notice of its intention not to renew its membership at least thirty (30) calendar days before the scheduled expiration of the then-current Coverage Period or Renewal Period.

B) *Termination.* You may terminate these Terms of Service and your membership in the Platinum Member Program by contacting I.D.TheftWise’s customer service department at the phone number provided on the Website. If any Covered Platinum 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 Platinum Member, and such notice shall be effective on the date set forth in such notice.

C) *Payment Due Dates for the Coverage Period.* As applicable, payment of the Lump Sum Payment or the Enrollment Fee is due on the Enrollment Date. If applicable, Installment Payments are due on the first day of each calendar month during the Coverage Period, beginning on the Effective Date. You agree to pay all Lump Sum Payments, Enrollment Fees, and Installment Payments when due.

D) *Renewal Payments and Due Dates.* The “**Renewal Payment**” is the amount due to renew the Platinum Member Program membership, as set forth on the Renewal Payment Schedule located at www.idtheftwise.com/RenewalPaymentSchedule as of the Renewal Date, and in accordance with the following terms. If, on the Enrollment Date, the Platinum Member elected to make a Lump Sum Payment, the Renewal Payment shall be deemed to be a Lump Sum Payment due on the Renewal Date. If, on the Enrollment Date, the Platinum Member elected to pay for the Platinum Member Program in monthly installments, the Renewal Payment shall be deemed to consist of (1) the Renewal Fee, and (2) Installment Payments due on the first day of each calendar month during the Renewal Period, beginning on the first day of the calendar month following the Renewal Date. You agree to pay all Renewal Payments when due.

E) *Refund Policy.* Subject only to the terms set forth in this Section, all Lump Sum Payments, Enrollment Fees, Renewal Payments, and Installment Payments are non-refundable.

- a. Service Provider shall refund the Enrollment Fee or Lump Sum Payment if you terminate these Terms of Service (in accordance with this Section 3) within three (3) business days of the Enrollment Date.
- b. If a Platinum Member terminates these Terms of Service (in accordance with this Section 3) more the three (3) business days but less than thirty (30) calendar days after the Enrollment Date, I.D.TheftWise shall provide a refund in the amount of the Lump Sum Payment, if any, less the applicable Administration Fee set forth in the I.D.TheftWise Cancellation Policy.
- c. If a Platinum Member terminates these Terms of Service (in accordance with this Section 3) more the three (3) business days after the Enrollment Date and at least five (5) business days prior to the date on which any Installment Payment is due, if applicable, no remaining Installment Payments will be due.

F) *Payment Method.* All Lump Sum Payments must be made by the credit card designated by you (and not by debit card, unless the applicable terms governing your use of the debit card allow you to make payment with such debit card without providing a personal identification number to Service Provider), or via the Automated Clearing House (“**ACH**”). All Enrollment Fee payments, Renewal Fee payments, and Installment Payments must be made by the credit card designated by you (and not by debit card, unless the applicable terms governing your use of the debit card allow you to make payment with such debit card without providing a personal identification number to Service Provider). If you elect to make payment by ACH, Service Provider will make an electronic transfer via ACH from your bank account for the amount of the Lump Sum Payment on the due date. You agree that your enrollment in the Platinum Member Program and selection of a payment option from the Payment Option Schedule, along with the provision of your bank account information to Service Provider, constitute your authorization for such transfer. You give Service Provider the right to resubmit for collection any ACH debit you authorized that is returned unpaid for any reason. You may be charged a service fee of not less than fifty dollars (\$50) for any ACH transaction that results in a returned unpaid ACH item, including but not limited to those caused by insufficient funds in your bank account, closure of your bank account, incorrect bank account information, or any other reason. If you elect to make a payment by

credit card, you agree that your enrollment in the Platinum Member Program and selection of a payment option from the Payment Option Schedule, along with the provision of your credit card account information to Service Provider, constitute your authorization for Service Provider to charge your designated credit card for the Lump Sum Payment, Enrollment Fee, Renewal Fee and/or Installment Payment, as applicable, on the due date. If Service Provider does not receive payment from the applicable card issuer or its agents, you agree to pay all amounts due immediately upon demand. You agree to notify Service Provider of changes to (a) the account number or expiration date of your credit card, and (b) your billing address. You also agree to promptly notify Service Provider if your card is cancelled.

G) *Failure to Make Payment.* If Service Provider does not receive an Installment Payment within fifteen (15) calendar days of a due date, your membership in the Platinum Member Program is automatically suspended for thirty (30) calendar days from that due date (the "Suspension Period"). During the Suspension Period, Service Provider is under no obligation to provide any Identity Restoration Benefits to you. If Service Provider does not receive the Installment Payment during the Suspension Period, your membership in the Platinum Member Program is automatically terminated at the end of the Suspension Period.

Section 4: Platinum Member Program Limitations & Exclusions

A) *Timing of Identity Theft.* Identity Restoration Benefits are provided to Covered Platinum Members during the Coverage Period or Renewal Period, as applicable, for any Identity Theft discovered during the Coverage Period or Renewal Period, as applicable. For the avoidance of doubt, Service Provider does not provide any Identity Restoration Benefits to Covered Platinum Members after the Coverage Period or Renewal Period terminates, subject only to the following. Service Provider will provide Identity Restoration Benefits to Covered Platinum Members during a Renewal Period for any Identity Theft discovered during any prior Coverage Period or Renewal Period.

B) *Where Identity Restoration Benefits Are Not Provided.* The Identity Restoration Benefits 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 Restoration Benefits are not available, and it is the responsibility of the Covered Platinum Members to inquire whether the Identity Restoration Benefits 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 Platinum Member Program where any such services are prohibited by local law or regulations.

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

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 Platinum 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 Platinum Members. You, as the Platinum 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 Platinum Member arising out of these Terms of Service or the Platinum Member Program.

Section 6: Disclaimer. The Platinum Member Program is provided on an "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" basis, without any representations or warranties relating to the Platinum Member Program including, without limitation, any representation or warranties that (i) the Platinum Member Program as provided to Covered Platinum 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 Platinum Members will lead to a result satisfactory to the Covered Platinum 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 PLATINUM 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 RESTORATION BENEFITS, 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 PLATINUM MEMBER PROGRAM, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF \$100 OR THE AMOUNT OF MONEY YOU HAVE PAID TO I.D.THEFTWISE IN THE TWELVE MONTHS PRECEDING ANY SUCH CLAIM.**

C) *Release*. In the event that you have a dispute arising from your use of the Platinum 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 8: Enrollment of Covered Platinum Members. YOU, AS THE PLATINUM MEMBER, REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO ACCEPT THESE TERMS OF SERVICE ON BEHALF OF THE OTHER COVERED PLATINUM MEMBERS.

Section 9: Miscellaneous Provisions

Entire Agreement. These Terms of Service, and the other terms and conditions referenced herein, constitute the full understanding between the parties with respect to the Platinum 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 Platinum Member Program. For the avoidance of doubt, these Terms of Service do not supersede or merge, as applicable, (i) terms and conditions applicable to Credit Monitoring Services, (ii) terms and conditions applicable to Identity Theft Expense Coverage, or (iii) the Website Terms and Conditions and Privacy Policy applicable to the Website. If you are a member of I.D.TheftWise’s Identity Theft Protection Bronze Member Program as the Effective Date, these Terms of Service supersede the Bronze Membership Terms of Service applicable to such membership, and your membership in I.D.TheftWise’s Identity Theft Protection Bronze Member Program automatically terminates on the Effective Date.

A) *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.

B) *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 Restoration Benefits. 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.

C) *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.

D) *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 Platinum Member Program must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

E) *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.