

## **ID360, LLC TERMS OF SERVICE AGREEMENT**

Last Revised: June 15<sup>th</sup>, 2019

Thank you for visiting <https://www.ID360.com>, related, or forwarding websites) a website and online service of ID360, LLC., ("**ID360**"). By accessing or using the services on this website, any application, web-based content sharing, including by entering your information on our site (hereinafter "**Services**"), you acknowledge that you have read, understood, and agree to be bound by this Terms of Service Agreement ("**Agreement**"), and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a User or a Registered User (hereinafter "**Member**") of our Services. These terms govern the use of our Services. In the event that you are accepting this Agreement, registering as Member or using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. Users accepting this Agreement and using our Services, acknowledge that they will become Members and enrolled in our Financial Professional Program ("**Program**"), the terms and conditions of which are disclosed below.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. FURTHER YOU UNDERSTAND AND AGREE THAT THE MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICES SHALL NOT EXCEED ONE HUNDRED (\$100.00 USD) DOLLARS.

ID360 may, in its sole discretion, modify or update this Agreement at anytime so you should review this information periodically. The most current version of the Agreement will govern our use of your information and will always be available at <http://www.ID360.com/agreement>. If the revision, in our sole discretion, is considered a material revision we will attempt to notify you via e-mail to the email associated with your account and by placing a prominent notice on the Services for the thirty (30) days prior to the effective date of the change. We will also update the 'last revised' date at the top of this page. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Services and place a cancellation request at <http://www.ID360.com/cancel> or using the subscriptions management tab within your consumer dashboard. This Agreement applies to all Users or Members of the Service.

### 1. Definitions.

- a. "**Information System**" means (i) any information or communications system, including network services, computer systems, data networks, software applications, broadband/satellite/wireless communications systems, and voicemail, and (ii) the means of access to such systems, including all authentication methods.

- b. **“Intellectual Property”** means (i) trade secrets, (ii) patents and patent applications, (iii) trademarks and trademark applications, (iv) service marks and service mark applications, (v) trade names, (vi) Internet domain names, (vii) copyrights and copyright applications, (viii) moral rights, (ix) database rights, (x) design rights, (xi) rights in know-how, (xii) rights in inventions (whether patentable or not), (xiii) renewals or extensions of the foregoing, (xiv) goodwill associated with the foregoing, and (xv) all other equivalent rights anywhere in the world;
  
- c. **“Services”** means the services, websites, widgets, APIs, and software provided on or in connection with the service known commercially as “ID360 Identity Theft Protection”, “Identity Lockdown” or other trade names, which may change from time-to-time (collectively the "Services"). Subsequent Services available for purchase include specifically, but not limited to those services identified in Description of Services attached hereto as Schedule 1.
  
- d. **“Fee”** means the monthly fee for the Financial Professional Program. ID360 shall charge the Member a monthly fee, which as of the date of this Agreement is twenty dollars (\$20.00 USD) per month.
  - i. Payment of Fee. Said monthly fee shall be paid to ID360 by way of a deduction from the Member’s brokerage and/or advisory fee commissions through the applicable and affiliated firm. ID360 shall notify the Member in the event of a change in the monthly fee and Member shall attest their affirmative acceptance of such change. ID360 will also notify each Member’s brokerage immediately in the event of a change in the monthly fee and shall, in the event of an increased monthly fee, attest to each Member’s affirmative acceptance of such increase.
  
- e. **“Term”** means the undefined and indefinite period of time following your acceptance of this Agreement, until such time as the Agreement is terminated by either you or by ID360 for failure to pay or provide necessary information to ID360. You may cancel your monthly subscription anytime after the initial one (1) month coverage period or term. You may place a cancellation request at <http://www.ID360.com/cancel> or using the subscriptions management tab within your Member dashboard.
  
- f. **“User”** means all visitors, users, and others who access the Services, including the natural person or entity who has or will accept the Terms of Services. Said Users may include affiliates or business entities authorized to accept the Terms of Services on a user’s behalf (as may be updated from time to time).
  
- g. **“User Data”** means any data uploaded or provided by a User through the Services, including any address book data, personal or identifiable data and any User passwords (if provided), together with any personally identifiable information derived from any of the foregoing.

- h. **“Your Data”** means any data uploaded or provided by you or at your request through the Services, including any User Data, together with any personally identifiable information derived from any of the foregoing.
    - i. **“Member”** means all registered users who have or will accept the terms and conditions of this Agreement and has or will use the Services of ID360.
- 2. Use of Our Services. ID360 and our affiliates provide customizable software that enables Users to input or upload their personal identifiable information for the purpose of obtaining Services from ID360. Said Services are defined herein specifically, but not limited to the following:
  - a. Accounts. ID360 or our affiliates will create an account for you and provide credentials for future login. You may never use another User’s account without permission. When entering your data, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account and you must keep your account password secure. You must notify ID360 immediately of any breach of security or unauthorized use of your account. ID360 will not be liable for any losses caused by any unauthorized use of your account. By providing ID360 your email address(s) and phone number(s) you consent to our using the email address(s) and phone number(s) to send you notices related to Services, including any notices required by law, in lieu of communication by postal mail.
  - b. Service Rules. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to ID360 than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) submitting to the Service or to ID360 any personally identifiable information, except as necessary for the establishment of your account; or (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service, stop providing the Service or features of the Service, or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability if in our sole determination you violate any provision of this Agreement.

- c. Restrictions. Except as expressly permitted under Section 2(a), you agree not to use, copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the software underlying the Services or any part thereof, unless this is expressly permitted or required by law, or unless authorized by ID360 or our affiliates in writing.

### 3. License Grant.

- a. License to You. Subject to the terms and conditions of this Agreement, ID360 grants you a non-exclusive, non-transferable, non-sublicenseable right to use the trade name "ID360" solely to engage in the business of promoting and offering ID360's Services and related products, which may change from time to time at ID360's sole discretion, until terminated in accordance with this Agreement. The license granted hereunder shall extend to any logos, slogans, promotions, domain names, content or other identifying marks utilized by ID360 in conjunction with the fixed asset.

- i. License Not Exclusive. You hereby acknowledge that the license granted by ID360 hereunder is not an exclusive license and that ID360 shall retain the right to license other parties to use the name "ID360" in conjunction with their respective businesses. ID360 further acknowledges that ID360's sole right to use "ID360", ID360's marketing systems and offer ID360's Services, exists pursuant to the terms of this Agreement and that in the absence of this Agreement would have no right to use said name or offer said Services in any respect or manner whatsoever. ID360 also acknowledges that the trade name "ID360" belongs exclusively to ID360 and that the execution of this Agreement by ID360 constitutes a waiver of any right to contest the ownership by ID360 of said trade name and all rights appurtenant thereto.

- ii. Sale of Services. You acknowledge that the primary inducement for ID360 to enter into this Agreement is to induce You to promote Services for which ID360 receives compensation. A Description of Services is attached hereto and ID360 hereby authorizes You to offer these Services. ID360 shall have the sole authority to determine the price of each Service, which may change from time-to-time.

- b. Licenses to ID360.

- i. Your Data. To the extent necessary, you hereby grant, ID360 a non-exclusive, royalty-free license to use Your Data, solely for the purposes of providing the Services to you.

ii. **Aggregate/Anonymous Data.** ID360 and our affiliates may aggregate Your Data with other data so that results are non-personally identifiable and also collect anonymous technical logs and data regarding use of the Service ("**Aggregate/Anonymous Data**"). Notwithstanding anything to the contrary herein, such Aggregate/Anonymous Data will be deemed ID360 Content (as defined below), which ID360 may use for any business purpose during or after the term of this Agreement, including without limitation to develop and improve ID360's Services and to create and distribute reports and other materials. For clarity, this does not give ID360 the right to identify you as the source of any Aggregate/Anonymous Data without your prior written permission.

iii. **Feedback and Improvements.** You may choose to or we may invite you to submit comments, suggestions, feedback, or ideas about the Services, including without limitation about how to improve the Services or our products ("**Idea(s)**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ID360, our Licensees or our representatives, under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ID360 does not waive any rights to use similar or related ideas previously known to ID360, or developed by its employees, or obtained from sources other than you.

4. **Ownership Rights.**

- a. **ID360 Proprietary Rights.** As between you and ID360, ID360 and its licensors exclusively own all right, title and interest in and to the Services, including without limitation any improvements thereto, updates, and all materials therein or transferred thereby, including without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, and copyrights (the "**ID360 Content**"), and all Intellectual Property rights related thereto and derivative works of the foregoing. Except as provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the ID360 Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.
- b. **Your Proprietary Rights.** As between you and ID360 and subject to Section 3(b), you own all right, title, and interest in and to the Your Data and any Intellectual Property rights embodied therein.

5. **Membership.** Membership will be extended to all registered users who have or will accept the terms and conditions of this Agreement and has or will use the Services of ID360. Membership requires the payment of an initial fee, an ongoing monthly fee and acceptance of the terms and conditions of this Agreement or any other

Agreement, which has been provided to you by ID360, our affiliates or participating business partners.

- a. Member Requirements. Membership requires the creation of an online account. As a new member you will be assigned a unique password and login credentials, which you may change after initial registration.
  - b. Personal Information. We do not sell or rent your personal information to third parties, and we do not 'spam' our Members. ID360 does not install or require you to install software on your computer. ID360 will not share your personal information with our affiliates or business partners without a Member's prior expressed written consent.
  - c. Becoming a Member. By becoming a Member at <http://www.ID360.com>, or by utilizing any of our related applications or other membership sign up options, you agree to be bound by this Agreement. Enrollment as a Member is automatic once you create a Member Account. Members must be at least eighteen years old and use of Services shall be limited to the legal parent or guardian of any minor. Members agree not to use the Program for any illegal or fraudulent activity. Please be aware that participation in the Program is voluntary and ID360 has the right to change this Agreement in whole or in part, at any time, with or without notice. Further, ID360 has no responsibility to its Members for any activity outside the scope of the Services of ID360.
6. Free Access Subscriptions. If you receive a free or unsubscribed access subscription ("**Free Access Subscription**") to the Services, then you may use the Services in accordance with the terms and conditions of this Agreement for the period designated by ID360. ID360 may terminate or immediately suspend your Free Access Subscription at any time for any reason without liability to you. You acknowledge that your Free Access Subscription may not be complete or fully functional and may contain bugs, errors, omissions and other problems. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ID360 WILL HAVE NO WARRANTY, INDEMNITY OR SUPPORT OBLIGATIONS WITH RESPECT TO FREE ACCESS SUBSCRIPTIONS.
7. Privacy Obligations.
  - a. ID360 may be reliant on suppliers to act as the processor of all personal User Data collected through the Services, and will comply with all applicable laws and requirements in connection with its receipt and storage of all such personal data. ID360 takes no responsibility and assumes no liability for any of Your Data that you or any other User provides or transmit over the Services. You shall be solely responsible for Your Data and the consequences of using, disclosing, or transmitting it, and you agree that ID360 is only acting as a passive conduit.
  - b. ID360 will not process or otherwise interact with any personal User Data in any manner except for the sole purpose of improving upon the Services or performing the Service for your benefit and in compliance with: (i) the express terms and conditions of this Agreement or as you may hereafter

expressly direct in advance in writing; and (ii) all applicable laws (including all then current and applicable laws relating to spamming, privacy and consumer and data protection). Without limiting the foregoing, ID360 shall not communicate or attempt to communicate with any Users, Members or their contacts using any information learned through its provision of the Services for any promotional purpose, nor shall ID360 permit any third party to do so.

- c. Any information that you provide to ID360 is subject to our Privacy Policy, which governs our collection and use of Your Data. You understand that through your use of the Services, you consent to the collection and use (as set forth in the Privacy Policy) of Your Data, including the transfer of this information to the United States and/or other countries for storage, processing and providing the Services.

8. Representations, Warranties and Disclosures.

- a. Corporate Authority and Compliance with Laws. Each of us warrants and represents that such we each have full right, power, and authority to enter into and perform this Agreement without the consent of any third party. You hereby represent, warrant, and covenant to use the Services in accordance with all applicable laws.
- b. Consent to Collection and Use of Your Data. In connection with any of Your Data, you hereby represent and warrant that (a) you have obtained all necessary rights, releases, and permissions to provide Your Data (or that of any minor) to ID360, and (b) the collection, use, and disclosure of such information by you does not violate any laws or rights of any third party, including without limitation any Intellectual Property, rights of privacy, or rights of publicity, and is not inconsistent with the terms of any applicable privacy policies. ID360 takes no responsibility and assumes no liability for any Your Data that you or any other user or third party provides, posts, publishes or transmits over the Service. You shall be solely responsible for Your Data and the consequences of using, disclosing, or transmitting it, and you agree that ID360 is only acting as a passive conduit.
- c. Text Messaging Disclosure. By using the Services you agree to be contacted via SMS text messaging from ID360, LLC, a Delaware limited liability company, and its domestic legal subsidiaries, affiliates and related business partners delivering the Services. You understand that standard message, text and data rates will apply. You understand that you will receive no more than four (4) text messages per month. You can opt-out of text messaging at any time by email to [unsubscribe@ID360.com](mailto:unsubscribe@ID360.com) using subject line Text Unsubscribe.
- d. IP Address Disclosure. By using the Services and/or completing online forms you agree that certain websites may collect your IP Address, record your page views or page visits and may utilize cookies or similar widgets in order to ensure functionality. You understand that all website usage is

governed by the privacy policy and terms or other conditions set forth by the website providing the service.

- e. Sharing with Friends via Email Disclosure. If the Services contains any functionality allowing you to send content to a friend, then please be aware that: (a) we may display your email address to your friend; (b) we may display your name to your friend; and (c) we may use information you provide about your friend to facilitate the communication and as otherwise set forth in our Terms of Service or Privacy Policy. We do not store your friends email address in our database. Your friend will receive a one-time message notifying them of the shared content.
  - f. Future Functionality. You agree that your use of Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ID360 regarding future functionality or features.
9. Indemnity. You shall indemnify, defend, and hold harmless ID360 from and against any and all third-party claims, costs, damages, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim based on (a) any Your Data or Information System (including without limitation any breach or alleged breach of your obligations and warranties in Section 8), or (b) any service or product offered by you or any business partner in connection with or related to the Information System.
10. No Warranty. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8, ALL SERVICES ARE PROVIDED "AS IS". NEITHER ID360 NOR ITS LICENSEES OR SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. ID360 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF ID360. ID360 DOES NOT WARRANT THAT ANY CHANGES YOU MAKE TO YOUR INFORMATION SYSTEM WILL MEET YOUR EXPECTATIONS AND IS NOT RESPONSIBLE FOR ANY DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY YOUR BASED UPON USE OF THE SERVICES.
11. Limitation of Liability. NEITHER ID360 NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ID360 AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU



SHALL NOT EXCEED \$100 OR THE AMOUNT PAYABLE BY YOU TO ID360 UNDER THIS AGREEMENT WHICHEVER IS GREATER.

The parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each party acknowledges that the foregoing limitations are an essential element of the Agreement and a reasonable allocation of risk between the parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

12. Confidentiality. "**Confidential Information**" includes any information disclosed by one party to the other in writing and marked "confidential" or which, due to its nature, reasonably should be understood to be confidential. Notwithstanding the foregoing, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other party's prior written consent, except for the purpose of performing its obligations under this Agreement or if required by Law or court order, in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practical prior to disclosing such information.
13. Term and Termination. You may terminate this Agreement at anytime for any reason. ID360, in its sole discretion, may terminate or suspend your account at any time if, in ID360's sole discretion, you violate any term or provision of this Agreement without prior notice or liability to you. Upon termination of this Agreement for any reason, you shall cease all use of the Services.
14. Security. You understand and agree that all email data will be transmitted to an email provider or comparable, which shall host the email Service. The data therefore shall be stored and maintained in accordance with the applicable terms and conditions of email provider. ID360 makes no guarantees as to the availability of or security of the Service relating to data transmitted by email.
15. California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.
16. General.
  - a. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without ID360's prior written permissions, but may be assigned by ID360 without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

- b. No Agency. Neither party has the ability to bind the other party to any agreements or other obligations and will not attempt to do so. ID360 and you are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship. As between each other, each party is fully responsible for all persons and entities it employs or retains.
- c. Governing Law. You agree that: (i) the Services shall be deemed solely based in New York; and (ii) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. This Agreement shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Richmond County, New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Richmond County, New York Court is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.
- d. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ID360. For any dispute with ID360, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that ID360 has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration, under the Optional Expedited Arbitration Procedures then in effect for local arbitration conducted in or around Richmond County, New York, except as provided herein. The arbitration will be conducted in Richmond County, New York, unless you and ID360 agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any arbitration filing, administrative and arbitrator fees in accordance with arbitration rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing ID360 from seeking injunctive or other equitable

relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

- e. Jury Trial Waiver. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CLOUD COPY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.
- f. Notification Procedures. All notices from you to ID360 must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, by electronic mail, to ID360's addresses provided on the Services. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday, or legal holiday will be deemed given or due on the next business day. ID360 may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by ID360 in our sole discretion. ID360 reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. ID360 is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add both customer.support@ID360.com and customer.support@e.cyberscout.com to your email address book to help ensure you receive email notifications from us.
- g. Entire Agreement/Severability. This Agreement, together with any amendments you may enter into with ID360 in connection with the Services, shall constitute the entire agreement between you and ID360 concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- h. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and ID360's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.
- i. Export Restrictions. You are responsible for compliance with all applicable laws and regulations, including but not limited to United States export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity

blocked or denied by the United States government. Services are intended for lawful citizens of the United States only.

- j. Eligibility. You may use the Services only if you can form a binding contract with ID360, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Services by anyone under age 13 is strictly prohibited and in violation of this Agreement.
  
- k. Contact. Do you have questions about this Agreement? Or would you like to request access to the revisions archive? Please reach out to us: ID360, LLC, 1000 South Avenue, Suite 103, Staten Island, NY 10314.

ID360, LLC  
FINANCIAL PROFESSIONAL PROGRAM

ID360, LLC, its partners and affiliates provide the following Financial Professional Program. ID360 will provide you with the following marketing, training and promotional services, which may vary from time-to-time.

1. Advisor Dashboard.

LOGIN CREDENTIALS – unique username and password for accessing the ID360 Advisor Dashboard.

ADVISOR DASHBOARD – full access to an integrated online dashboard for accessing marketing, training and selling Services to clients.

ADVISOR WEB PAGE – customizable web page for use in consumer facing applications.

2. Training.

ONLINE TRAINING – you shall have access to dedicated online training delivered in step-by-step on demand video presentations.

LIVE TRAINING OPPORTUNITIES – You may be invited to ongoing live webinars and conferences for the purpose of gaining additional in person training.

3. Marketing Materials.

E-BOOK IDENTITY LOCKDOWN – digital copy of the book “Identity Lockdown” and order form for additional copies.

BROCHURES – digital copies of the ID360 Consumer Brochure and related marketing materials.

FORMS – samples of all required forms and blank forms for completion by ID360 and clients.

ONE-ON-ONE CLIENT PRESENTATION – ID360 will deliver to You the full one-on-one client presentation and all materials for presenting the Services of ID360 in a client’s home or office.

SEMINAR PRESENTATION – ID360 will deliver to you the full seminar system and all materials for presenting the Services of ID360 in a group, workshop or seminar setting.

ID360, LLC  
DESCRIPTION OF SERVICES

ID360, LLC, its partners and affiliates (hereinafter “Company”) offer the following Services for purchase to each Member.

1. **ANNUAL IDENTITY CHECKUP** – annual proprietary process that allows Members to access a comprehensive risk management solution. This solution consists of an initial online documentation process across twelve firms that will help Members determine whether or not they have had their identity compromised. Member must complete an online registration form to begin the Annual Identity Checkup. Company will process the online registration form and securely deliver to Member the necessary forms for requesting reports from the following firms: Equifax, Experian, TransUnion, Innovis, LexisNexis, ChexSystems, Certegy, CoreLogic, Medical Information Bureau, as well as instructions on how to request Department of Motor Vehicles records, ISO A-Plus report and Opt-Out request. Members will be responsible for completing each request form and remitting to each firm to request a full report. Member will receive reports from each firm and review to determine errors, fraud or identity compromise. Company will assist Member to resolve any identity compromise.
2. **MONTHLY MONITORING AND RECOVERY** – monthly monitoring and recovery services shall be provided to the Member. Company shall offer Members product options as defined below. Upon selection of a monthly monitoring package and receipt of payment of fees to Company, Company shall provide to Members within ten (10) business days fulfillment emails, which shall contain the monitoring codes, URL and instructions for Members to enroll in the Monitoring Services. To activate Monitoring Services and receive service the Member must complete these instructions, accept the terms and conditions, and confirm their identity through a brief verification process. Once a Member has activated their monitoring service, they will have immediate access to their Monitoring Services. Package pricing and availability subject to change from time-to-time. *Note: Company will not be responsible for any Member whose information is incorrect, no longer valid, or under the age of 18.*
  - i. **Product Option 1 - BASIC:**
    1. *Single Bureau Credit Report* - Company shall provide the Member with a one-time single bureau credit report, which will be presented to the Member upon successful enrollment.
    2. *Single Bureau Credit Score* - Company shall provide Member with a one-time single bureau credit score, which will be delivered to the Member in conjunction with the Member’s credit report.
    3. *Single Bureau Credit Monitoring* - Company shall provide Member with an alert notification should a change or update occur to their bureau credit file. This notification is sent to the Member the same day that the change or update takes place with their bureau credit file.
    4. *Identity Management and Resolution Services*- The Member and Member’s household family members\* shall receive Identity Management and Resolution Services.
    5. *Cyber Internet Surveillance* - On a daily basis, chat rooms and websites will be monitored for Member’s PII (name, SSN, email, telephone number, credit/debit cards). This includes but is not limited to, the actual selling of the Member’s PII by identity theft brokers to the criminals that commence financial transactions with the stolen information.
  - ii. **Product Option 2 - ULTIMATE:**
    1. *Triple Bureau Credit Report* - Company shall provide Member with a one-time Experian, Equifax and TransUnion Credit Report, which is available immediately after enrollment.
    2. *Triple Bureau Credit Score* – Company shall provide Member with one-time Credit Scores from each of the three bureaus. The Credit Scores are available immediately after enrollment.
    3. *Triple Bureau Credit Monitoring* – Company shall provide Member with an alert notification should a change or update occur to any of their Experian, Equifax or TransUnion credit files. This notification is sent to the Member the same day that the change or update takes place with any of the three bureaus.
    4. *Identity Management and Resolution Services* -The Member and Member’s household family members\* shall receive Identity Management and Resolution Services.

5. *Cyber Internet Surveillance* - On a daily basis, chat rooms and websites will be monitored for Member's PII (name, SSN, email, telephone number, credit/debit cards). This includes but is not limited to, the actual selling of the Member's PII by identity theft brokers to the criminals that commence financial transactions with the stolen information.
  6. *Court Records Monitoring (CRM)* - Member will be provided a report upon successful enrollment advising them findings of this search of all digital criminal records available to help identify instances where an unauthorized individual may have used the Member's identity in a fraudulent manner. After the initial report, Member will be notified if any new information for such Member is found in any digital criminal record. Monitoring occurs on a monthly basis.
  7. *Public Records Monitoring SSN Trace* - Member will be provided with one initial report showing any information associated with their SSN, including, without limitation, names, aliases, and address history in order to determine if an unauthorized source has already used their SSN number under another name or identity. After the initial report, Member will receive an alert should their information be changed or updated. Monitoring occurs on a monthly basis.
  8. *Change of Address (COA)* - Member will be provided with a Change of Address report in the event a change of address has been found utilizing the Member's name and address. This will allow the Member to determine if an unauthorized source has already processed a change of address. Member will receive an alert should information on this report be changed or updated. Monitoring occurs on a weekly basis.
  9. *Payday Monitoring* - Member will be provided with a non-credit loan report that shows any payday loans or quick cash loans that do not require a credit inquiry. Member will receive an alert should their information on this report be changed or updated.
  10. *Score Tracker* - Ongoing tracking of credit score (single bureau only) through monthly credit score monitoring.
3. **IDENTITY MANAGEMENT SERVICES** - subject to the restrictions set forth in the Notes below, Company will provide the following Identity Management Services to Members. *Note: Identity Management Services do not include coverage for fraud activity resulting from a compromise of the database owned by Member.*
- i. *Assisted Living* - In those instances when legal guardianship or power of attorney is needed for the day-to-day care of a loved one, Company will provide guidance in assisting with the individual's identity management and resolving any fraudulent misuse.
  - ii. *Breach Victim Notification* - For Members who receive a data breach security breach notification as a result of a compromise of a database not owned or controlled by the Member, the Member's Client Businesses' vendor(s), Partner(s), parent company(ies), sister company(ies), or any affiliated company, a fraud specialist will provide guidance in explaining the notification and remediation offered within the communication. In the event of identified fraud resulting from the data breach and if the Member is not receiving satisfactory services through the notification's provider, a fraud specialist will provide Proactive or Resolution Services.
  - iii. *Break-In* - For Members who have experienced a break-in at their home, auto or boat, a fraud specialist can provide tips on how best to protect important identity, financial and personal information. Based on the Members's unique situation, a fraud specialist will assist in the placement of preventive measures which may include a fraud alert, or security freeze or in the event of identity theft or fraud, a fraud specialist will provide Resolution Services.
  - iv. *Child Risk* - Fraud specialists will provide guidance and education to parents or legal guardians of minor children to assist in managing, protecting, and resolving issues in connection with their child's identity. A fraud specialist provides assistance in researching if a credit file has been opened in the minor's name. If a credit file is determined to exist, a fraud specialist is assigned to the case, the resolution process will be initiated and, if requested, provide assistance in freezing the child's credit file.
  - v. *Criminal ID Theft* - In the event where a Member's identity was falsely linked to a crime, a fraud specialist will provide assistance in contacting governmental agencies to investigate and restore identity. As identity theft or fraud exists, a fraud specialist will provide Resolution Services.
  - vi. *Debt Tagging* - In situations where a Member's financial information is incorrectly linked to outstanding collection of debt of another individual a fraud specialist will review Member's credit report to determine if debt tagging has occurred and if so will assist with the removal of any fraudulent entries on the report.
  - vii. *Disaster* - Company provides tips on how to protect important identity, financial and privacy documents prior to a disaster. In the event of a disaster, a fraud specialist provides Members assistance in facilitating the

replacement of identification and documents needed to rebuild their lives. The fraud specialist would provide assistance in facilitating contact to financial institutions and other providers. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services.

- viii. *Document Replacement* - In the event that a Member's personal documents have been compromised, a fraud specialist will provide guidance in replacing lost, stolen or destroyed documents and identification, including missing passports, credit cards, drivers' licenses, Social Security and Medicare cards.
- ix. *Email Compromise* - Should a Member's email account be taken over, a fraud specialist will provide guidance to assist in identifying potential impacts to identity, privacy or reputation. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services.
- x. *Employment ID Theft* - Company assists to determine and verify if the Member is a victim of identity-related employment fraud. In the event that a Member's identity has been fraudulently used to obtain employment, if requested, a fraud specialist will assist with collecting necessary documentation and contacting employers or governmental agencies to investigate and facilitate restoration to the correct status. As identity theft or fraud exists, a fraud specialist will provide Resolution Services.
- xi. *Estate* - In the event of a death of a Member, a fraud specialist provides the assigned executor or surviving spouse guidance and education for managing, protecting and resolving issues in connection with decedent's identity and financial information. Assistance is provided in facilitating notification to credit issuers, and securing copies of death certificates. In the event of fraudulent misuse of the deceased's identity or financial information, a fraud specialist will provide Resolution Services.
- xii. *Financial ID Theft* - Company will assist in determining if financial identity fraud has occurred. In the event a Member's identity or financial information has been fraudulently used a fraud specialist will assist in contacting appropriate credit companies, collection agencies, credit bureaus and other entities in order to restore and remedy the Member's financial profile. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services.
- xiii. *Marital Status* - Company provides tips and guidance to assist engaged couples, newlyweds and divorced couples on how best to protect important identity, financial and personal information. Should a Member experience identity theft or fraud, a fraud specialist will provide Resolution Services.
- xiv. *Medical ID Theft* - Should a Member be a victim of fraudulent insurance claims or medical services, a fraud specialist will research, coordinate and facilitate the dispute process for Member to resolve fraudulent claims, billings and correct the Member's medical record. As identity theft or fraud exists, a fraud specialist will provide Resolution Services.
- xv. *Military* - For Members who are on active military duty away from home, a fraud specialist works with Members, their authorized spouse or family member, in facilitating the placement of a free Active Military Duty Alert, if requested. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services. In the event important documents are stolen, a fraud specialist will assist with Document Replacement.
- xvi. *Phish Assist* - Should a Member receive a suspicious email communication asking for private, personal or financial information, a fraud specialist provides guidance to assist in determining the legitimacy of the email communication.
- xvii. *Proactive* - In the event that Member's personal data has been lost or stolen, a fraud specialist assists in the replacement of the stolen documents or accounts. If warranted and requested, a fraud specialist assists in the placement of a fraud alert which helps to safeguard the Member's identities and helps prevent any further damage.
- xviii. *Relocation* - Company provides tips and guidance to assist Members in protecting their important identity, financial and privacy information during a move. Should a Member experience identity theft or fraud, a fraud specialist will provide Resolution Services.
- xix. *Resolution Services* - For Members who are victims of account take-over or identity theft, a personal fraud specialist provides unlimited assistance to restore victims' identity, handling the entire notification and documentation process. The Resolution Services are set forth below.
- xx. *Social Media* - Company provides privacy tips and guidance to assist with preventing social media intrusions. If a Member suspects a social media account has been compromised a fraud specialist provides assistance in identifying and recovering such intrusion. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services.
- xxi. *System Protection Guidance* - Company provides guidance in preventing, identifying and recovering from system compromises. In the event that a Member's computer, laptop or tablet has been compromised or



requests system protection guidance, a fraud specialist will provide assistance in directing to resources that provide industry rated options based on the Member's circumstances. In the event of data exposure, upon request of the Member, a fraud specialist will assist with the placement of fraud alerts. In the event of identity theft or fraud, a fraud specialist will provide Resolution Services.

- xxii. *Tax ID Theft* - Should a Member fall victim to federal tax related identity theft, wherein someone utilizes the Member's Personally Identifiable Information to file false tax return documents, a fraud specialist provides assistance to the Member in facilitating working with the appropriate state and agencies on the correction of the impacted tax records and resolution to any filing issues. As identity theft or fraud exists, a fraud specialist will provide Resolution Services.
- xxiii. *Travel* - Company provides pre-travel guidance and tips, which may include embassy information, information on Smart Traveler Enrollment Program, and resources for emergency cash replacement. When traveling, Members receive 24/7, worldwide telephone access to a fraud specialist to assist or facilitate the recovery of lost or stolen identification. Should a Member become a victim of identity theft or fraud, a fraud specialist will provide Resolution Services.

4. **RESOLUTION SERVICES** - Subject to the restrictions set forth in the Notes below Company will provide the following Resolution Services, as appropriate to each unique situation, to Members receiving Identity Management Services who are identified as Fraud Victims. *Note: Credit monitoring and fraud monitoring are available only to Members with online access to the Internet and valid email addresses and who are at least 18 years old with a valid SSN. Availability of monitoring alerts, fraud alerts, and educational materials may require adjustment of the Member's spam filter(s) to permit receipt of the communications. Note: Company services do not include: psychological counseling for Members or legal advice or other legal services.*

- i. *Access to Personal Fraud Specialist* -Unlimited one-on-one access to a dedicated fraud specialist may include, but is not limited to the following: interpretation and understanding of credit reports, assistance in gathering evidence against identity fraud, working with creditors to limit damages and resolve identity theft, and follow up to make sure problem has been resolved.
- ii. *Placement of Fraud Alerts* -At the Member's election, fraud specialist-assisted notification to place fraud alerts with the appropriate credit bureaus. Facilitation paid by Company.
- iii. *Access to Identity Theft Resolution Center* - Members have unlimited access to our experienced fraud specialists via a toll free number to answer questions and resolve identity theft issues.
- iv. *Assistance Filing Police Report* - Company will direct the Member in filing the police report by indicating the information that should be included in the report. May include but is not limited to the following; counseling breach notification recipient to list specific accounts that have been accessed, fraudulently charged, and/or fraudulently created. Company will assist, where possible, in setting up an appointment with police personnel for either: (a) in-person meeting to file report; or (b) phone meeting to file report.
- v. *Fraud Victim Affidavit* -At the Member's election, a fraud specialist will assist in the creation of the Member's affidavit.
- vi. *Credit Grantor Notification* - Company will assist the Member with phone calls and documents required to facilitate notification to credit grantors.
- vii. *Governmental Agency And Association Notification* - At the Member's election, Company will provide assistance with notification to applicable government agencies or associations. The nature of the assistance and the applicable government agencies is going to be determined on a case-by-case basis depending upon the nature of the account takeover or identity theft. Company will notify and work with applicable government agencies on behalf of the Member, to the extent possible and allowed by law and to the extent that the Member wishes. *Note: Company will only notify and work with "applicable" government agencies. In a situation where the fraud is limited to check fraud, or new accounts being created, there would be no need to contact the IRS. However, if an illegal alien is using a Member's Social Security number (SSN), involving the IRS's fraud department may be necessary to make sure that the Fraud Victim isn't responsible for the additional tax burden created by the additional income erroneously reported on their SSN. Some of the government agencies that may be notified of the fraud, if necessary, could include but are not limited to:*
  - 1. The Applicable State's Department of Motor Vehicles
  - 2. County Records/Recorders Offices
  - 3. County Tax Assessors

4. U.S. Passport offices
5. IRS
- viii. *Credit and Fraud Monitoring Provided To Fraud Victims* - At the Member's election, and depending on the type of fraud experienced, Member may be enrolled in one year of monitoring with email notifications. The type of fraud experienced will factor into which type of monitoring plan that they will be enrolled. It may include credit-based monitoring and reports or our fraud monitoring with email notifications of changes in personal data based on their identifiers like: name, SSN and Date of birth or zip code in more than 1000 monitored public and private databases.
- ix. *Creation Of A Comprehensive Case File* -Company provides a comprehensive case file available for Member presentation for insurance claims and to law enforcement. Company will create a comprehensive case file during the resolution process that documents identified fraud and resolution work. This can be used by law enforcement and prosecuting attorneys to assist the prosecution of perpetrators of identity theft. This case file could also be used if there is a claim filed by a Fraud Victim for reimbursement pursuant to an identity theft reimbursement or other applicable insurance policy to determine the nature, extent and/or validity of an identity theft claim.
- x. *Active Post Fraud Follow-Up* - Once a case is determined to be "CLOSED", the Member will receive a six (6) month follow up from their fraud specialist to make sure that there is no more activity and that identity resolution has been successful. Since identity related information is evergreen, there is still the opportunity for an identity thief to commit further fraud once a case has been closed.

*\* Identity Management and Resolution Services are provided to the Member the Member's household family members. All other Monitoring Services are provided to the Member only.*