

IDENTITY THEFT AND PROTECTION PLAN GENERAL TERMS AND CONDITIONS AND CANCELATION POLICY

CUSTOMER SERVICE: www.theftprotectsupport.com
OR CALL TOLL FREE AT 1-866-886-1277

The following contains the general terms and conditions of YOUR agreement to purchase a personalized IDENTITY THEFT AND PROTECTION PLAN. Read carefully as these terms and conditions apply to YOUR participation in the PROGRAM. All applicants must agree to and "accept" these Terms and Conditions and Cancellation Policy before YOUR application will be processed.

By submitting an application for participation in the PROGRAM, YOU are representing that YOU have read and understood the Terms and Conditions of YOUR contract, that YOU have read and understood the Cancellation Policy, and that YOU are authorizing us to deduct a recurring payment of \$31.98 per month from YOUR bank account. Once YOUR application is submitted, YOUR initial electronic payment authorization is irrevocable. However, under the terms of the Cancellation Policy YOU may cancel YOUR IDENTITY THEFT AND PROTECTION PLAN at any time.

THE PURCHASE OF IDENTITY THEFT PROTECTION IS NOT A REQUIREMENT OF ANY LOAN OR THE APPROVAL OF ANY CASH ADVANCE APPLICATION.

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GENERAL TERMS AND CONDITIONS PLAN DETAILS

YOUR personalized IDENTITY THEFT AND PROTECTION PLAN provides YOU with a comprehensive package of identity theft protection and recovery services including:

- Reimbursement of losses and costs up to \$20,000 per IDENTITY THEFT EVENT with NO DEDUCTIBLE
- An online risk assessment Protection Test
- A Personalized Protection Plan
- Monthly e-Newsletters
- Online Training Video
- Personal Recovery Advocate should YOU become a victim of identity theft
- Links with Law Enforcement
- Post-Recovery Follow-up

YOU authorize us to deduct \$31.98 once each month from bank account for YOUR IDENTITY THEFT AND PROTECTION PLAN until cancelled. YOUR bank statements will reflect these transactions under debits from ID PROTECT. WE reserve the right to resubmit (up to 2 attempts) any payment returned or rejected for non-sufficient funds (NSF). YOU understand that YOU may be responsible to YOUR bank for overdraft charges, return item fees or similar charges resulting from NSF transactions, whether or not the item is paid or rejected.

YOU understand that we or our providers will send you claim processing information for any IDENTITY THEFT EVENT. YOU agree to report any IDENTITY THEFT EVENT for which benefits are claimed within 90 days after the date when YOU discovered, or reasonably should have discovered the acts giving rise to the IDENTITY THEFT EVENT.



YOU will receive an email packet from US once YOU have successfully completed YOUR online application. YOU agree to accept the packet and review the materials provided therein. WE request that YOU save and/or print the packet for YOUR permanent records.

BENEFIT DESCRIPTION

Introduction

This Benefits Description contains the terms and conditions of YOUR benefits coverage. Please read this material carefully. If YOU have any questions about the Program or YOUR benefits, please contact Customer Service.

Coverage Dates

YOUR benefits begin upon submission of YOUR application, which includes YOUR authorization to deduct a recurring \$31.98 monthly payment from YOUR bank account. YOUR benefits will remain in force for one month after each recurring payment. As provided in OUR Cancellation Policy, YOU may terminate YOUR participation in the PROGRAM and cancel at any time. If YOU elect to cancel before the end of any monthly billing cycle, YOUR benefits will terminate on YOUR next monthly bill date and YOUR bank account will not be charged after the date of cancellation.

Description of Benefits

1. Definitions: As used throughout these Terms and Conditions including this Benefits Description, the following capitalized terms shall have the meanings and definitions set forth below:

A. "PROGRAM" shall mean the Theft Protect Program of personalized identity theft protection and recovery services and loss reimbursement.

B. "IDENTITY THEFT EVENT" shall mean the theft of a Participant's personal identifying information, including Social Security number or other confidential personal information about the Participant's credit or financial identity, that has or could reasonably result in the wrongful use of such information including, but not limited to, identity theft events occurring on or arising out of the Participant's use of the Internet. IDENTITY THEFT EVENT shall include only consumer transactions unrelated to the Participant's use of a business or trade name, d.b.a., or other identifying information related to any business activity of the Participant. All losses resulting from an ongoing episode of continuous or repeated wrongful acts arising out of or relating back to a single Identity Theft Event shall be treated as occurring at the time of the first wrongful act in the episode.

C. "WE", "US" or "OUR" shall mean Identity Safeguards.

D. "YOU" or "YOUR" shall mean a member entitled to benefits coverage under the PROGRAM.

E. "ALLOWABLE EXPENSES" shall mean those costs as defined in the Personal Internet and Identity Theft Insurance Policy (PIIC) issued by a member company of American International Group, Inc.

F. "PARTICIPANT" shall mean a member enrolled in and covered under the PROGRAM.

2. PROGRAM COVERAGE

The PROGRAM includes personalized identity theft protection and recovery services provided by Identity Safeguards, together with the PIIC Policy provided by a member company of American International Group, Inc. The following is a list of benefits for which you are eligible:

A. Identity Theft Protection Benefits

1. Protection Test. A risk assessment test is offered to all PARTICIPANTS. This test is available in the Member Services section of OUR Website.

2. Protection Plan. Upon completion of the Protection Test on OUR Website, YOU automatically receive a customized Protection Plan based upon YOUR responses.

3. Fraud Report Access. Fraud reports (updated periodically) are available in the Member Services section of OUR Website. These fraud reports provide fraud warnings and contain suggestions on ways to help reduce YOUR chances of becoming a victim of identity theft.

4. Person Protection Advisory Newsletter. All PARTICIPANTS receive a monthly Personal Protection Advisory newsletter via email.

5. Training Video. In the Member Services section of OUR Website, all PARTICIPANTS have access to an online training video that teaches YOU how to reduce the risk of becoming a victim of identity theft.

B. Identity Theft Recovery Benefits

If YOU discover that YOU have become a victim of identity theft while a PARTICIPANT, WE will assign a Recovery Advocate to manage YOUR case. YOUR Recovery Advocate will activate members of OUR Recovery Team needed to help with the recovery process. The Recovery Team will create a Damage Assessment and Recovery Plan based upon the specific facts of YOUR case. The Recovery Plan will outline the actions that YOU and YOUR Recovery Team will need to take to complete the recovery process. YOUR cooperation in completing the Recovery Plan is a condition of the continued involvement of the Recovery Advocate and the Recovery Team.

C. Identity Theft Lost Income and Expense Reimbursement

PARTICIPANTS who discover that they are victims of identity theft will have their allowable costs for lost wages, legal defense fees and expenses (e.g., credit reports, legal fees for some civil suits, fees for re-filing of loan applications, etc.) resulting from and associated with the IDENTITY THEFT EVENT reimbursed through the PIIC Policy up to the Policy limits. Reimbursement is subject to the review of the expenses and lost income YOU report. There is NO DEDUCTIBLE applicable to the reimbursement.

D. Identity Theft Reporting Time Limitation

To be eligible for recovery and reimbursement benefits, PARTICIPANTS must report the occurrence of the IDENTITY THEFT EVENT that forms the basis of YOUR claim within 90 days of the date of discovery of the theft event.

3. PROGRAM COVERAGE EXCLUSIONS

A. YOU are only covered for those IDENTITY THEFT EVENTS that are discovered while YOU are a PARTICIPANT, and before the date of termination or cancellation of YOUR participation in the PROGRAM.

B. YOU are only covered for those IDENTITY THEFT EVENTS that involve YOUR personal identity information. The theft of any business name, trade name, "d.b.a.", or other identifying information related to any business activity of the PARTICIPANT is excluded.

C. PARTICIPANTS must abide by all applicable state and federal laws and regulations, and are required to report all illegal activities and fraud to appropriate law enforcement authorities. Failure to comply will invalidate YOUR coverage and could result in termination of YOUR participation in the PROGRAM.

D. Insurance underwritten by member companies of American international Group, Inc. The description herein is a summary only. It does not include all terms, conditions and exclusions of the policies described. For questions and coverage, please contact support@theftprotectsupport.com or [click here](#). Coverage not available to residents of New York and may not be available in other jurisdictions.

4. SUBMITTING REQUESTS FOR REIMBURSEMENT AND RECEIVING PAYMENT


If you become a victim of an Identity Theft Event, YOU should notify us as soon as possible. YOUR Recovery Advocate will send YOU a Time and Expense Form so YOU can keep track of YOUR expenses and time spent during YOUR normal working hours dealing with the recovery process. (YOU should also get and retain receipts whenever applicable). To obtain reimbursement, WE will require that YOU complete this form properly and submit it to US upon request. Along with YOUR Time and Expense Form, YOU will need to submit a Claim Form (which WE will provide). WE will then submit the forms to the Insurance Company Claims Department within 14 days of the closure of YOUR case. YOU will receive reimbursement for allowable expenses and lost income after YOUR case closes.

5. BENEFITS COORDINATION WITH OTHER THEFT COVERAGE

The PROGRAM's lost income and expense reimbursement services are available to YOU even if YOU have Identity Theft Insurance with another company. For example, homeowners' policies and credit card companies frequently provide such coverage. However, if YOU become a victim of an Identity Theft Event, the PROGRAM coverage is secondary to YOUR other coverage. YOU must seek reimbursement from that company first, up to its policy limits. Then, if YOU do not receive full reimbursement of YOUR expenses and lost income associated with the recovery process under that coverage, YOU are eligible to receive the difference, up to the limits of and subject to the terms and conditions of the PIIC Policy.

CANCELLATION POLICY

By clicking "submit" on YOUR online application form, YOU have completed the application process, including YOUR representation that YOU have read and understood the above TERMS and CONDITIONS, as well as this CANCELLATION POLICY. Once YOUR electronic application has been submitted, WE cannot stop the fully automated transaction or cancel the application process. YOUR benefits begin upon submission and YOU will be billed for one month of coverage. Thereafter, YOU will be billed on a recurring monthly cycle until YOU cancel YOUR participation in the PROGRAM. Each time YOUR bank account is billed, YOUR



coverage is renewed and YOU are entitled to benefits for one additional month. YOU MAY ELECT TO CANCEL YOUR BENEFITS AT ANY TIME, but cancellation will only apply to future billing cycles. Once YOUR account is billed, coverage for the next renewal month is guaranteed and there are no partial months of coverage. Unless specifically authorized by OUR customer service department based upon circumstances that WE, in our sole discretion, justify early termination, WE do not prorate payments or reduce benefit periods.

YOU may notify US that YOU would like to cancel at any time. To cancel follow the cancellation instructions on OUR Website. Upon completion of the cancellation process, WE will cancel YOUR participation in the PROGRAM, effective on YOUR next renewal date, and YOUR bank account will not be charged for any FUTURE billing cycles. There is never a cancellation fee.

Fraud Resolution and Refunds

WE cooperate completely with all law enforcement agencies in the detection and prosecution of fraud, including the fraudulent purchase and/or use of OUR identity theft protection and recovery services. If YOU believe that the purchase of any product or service associated with this Website, including YOUR participation in the PROGRAM, was fraudulently charged to YOUR bank account, upon proof of the fraud, YOU may elect to either (1) terminate YOUR participation in the PROGRAM and receive a REFUND of \$31.98, plus the amount of any overdraft or bank charge incurred in the fraudulent transaction, OR (2) affirm the transaction and treat the fraud as an IDENTITY THEFT EVENT under the terms of the PROGRAM and process a claim for benefits under the PIIC Policy. To be eligible for this election of remedies, YOU must notify us of the fraud not later than ten (10) business days after YOU receive a statement or notice from YOUR bank indicating that YOUR bank account has been debited by US in the amount of \$31.98.

7. VERIFICATION

For security purposes in-order to verify your identity, WE will verify your bank account information. Getting verified means YOU have provided a confirmed bank account number and routing number for payment of YOUR subscription. WE will make one "Micro Credit" (a small deposit of \$0.02 using OUR own money) to YOUR bank account. This will allow us to verify YOUR account and routing number. Approximately 24 hours after YOUR account is verified, we will process a "Micro Debit" (a small debit of \$0.02) to confirm our billing processes and recover the Micro Credit. We will use Micro Transactions to verify YOUR bank account when (1) YOU become a customer and accept these Terms and Condition, and (2) just prior to each monthly re-bill transaction and (3) if we have not been able to collect your fee due to a NSF return code. Check YOUR bank account. These Micro Transactions will appear on your billing statement as IDCUSTSERV.COM. When you see a Micro Credit and a Micro Debit of \$0.02 each, YOU are verified.

8. CONTACT US

For Questions on the protection plan please visit our website at www.theftprotectsupport.com