

Terms And Conditions For Subscribers Through Squaretrade

This "Agreement" sets forth the terms and conditions under which InfoArmor, Inc. ("InfoArmor," "we," "us," or "our") will provide identity remediation products and services (the "Products") to you and your dependent family members ("you" or "your") as subscriber for any such Products.

You accept this Agreement by either (a) clicking in the box next to "I have read and accepted these Terms and Conditions," which affixes your electronic signature to this Agreement for each of the Products for which you subscribe, or (b) using the Products, in which case you are agreeing to be bound by this Agreement. By accepting this Agreement, you represent that you are a natural person over 18 years of age and that your access to and use of the Products does not and will not violate any applicable law. Additionally, you represent and warrant that you are a U.S. resident, that you have provided us your valid U.S. Social Security Number in connection with your registration, and that you will only use the Products in connection with your personal accounts.

Please read this entire agreement as it affects your rights.

This Agreement contains a provision requiring the use of arbitration on an individual basis to resolve all disputes, instead of jury trials or class actions. This provision is in Section I(S) and is entitled "Arbitration Provision and Class Action Waiver." This means that, instead of suing each other in court, the parties agree to settle disputes only by arbitration. Arbitration works differently. There is no judge or jury and review is limited, but the arbitrator can still award the same damages and relief and must honor the same limitations contained in this agreement as a court would. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to utilize all other available resolution processes (e.g. a court action or administrative proceeding) to settle all disputes. If you do not wish to agree to arbitration and waive your right to all other available resolution processes, you may opt out of the mandatory arbitration and class action waiver provision by notifying InfoArmor within 30 calendar days of your acceptance of this Agreement by sending a notification that includes your name, member ID, and the email address you used to sign up for the Products via electronic mail to infoarmorservices@infoarmor.com.

When you affix your electronic signature to this Agreement, that action will signify your acceptance of this Agreement and that this Agreement and the Subsequent Disclosures constitute electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 7001 and following). You further agree that your electronic signature constitutes your consent to receive the Subsequent Disclosures in electronic form. "Subsequent Disclosures" means disclosures or information that we are required or permitted to send to you under applicable law and/or this Agreement.

We may provide Subsequent Disclosures to you by making them available on a secure website (the "Disclosure Delivery Location") or otherwise notifying you. Subsequent Disclosures will be available for your review in accordance with (and subject to) our records retention policy, as in effect from time to time, for not less than 90 days after making them available on our secure website. We may choose to email these to your Email Address. For purposes of this Agreement, your "Email Address" means the email address you give to us when you accept this Agreement, or any other email address that you subsequently give us by updating your account registration information, and "Email Notification" means any Subsequent Disclosure that we transmit to your Email Address.

To assure your continued receipt of Email Notifications, you must notify us each time you change your Email Address. If you withdraw your consent to receive Subsequent Disclosures by notifying us (which notification will be effective when actually received by us) we will send Subsequent Disclosures in printed form to the most current address that we have for you in our records. At any time, you may ask us to provide you with a paper copy of this Agreement and any Subsequent Disclosures by contacting us at 1-800-789-2720. Please read this Agreement and keep a copy for your reference. By your acceptance of this Agreement, you agree to the above provisions, as well as the following:

A. Authorization; Product. You authorize InfoArmor and its subcontractors and service providers to obtain, analyze, process and scan for your own personal information and the personal information of each child under the age of 18 for whom you subscribe for any Products (as described below), including, without limitation, credit and transaction information and to transmit this information to you for your own use. You certify that you are the parent or legal guardian of all children under the age of 18 for whom you subscribe for any Products. You specifically grant permission to InfoArmor and its subcontractors to obtain your credit, transaction and/or social media information and the credit, transaction and/or social media information of your children under the age of 18 from third-party credit reporting companies and other third-party sources in order to verify your and such children's identities and provide such credit, transaction and/or social media information to you. Information that InfoArmor collects from you will be treated in accordance with InfoArmor's Privacy Policy, which you can find here: <http://infoarmor.com/privacy-policy/> ("Privacy Policy").

If your identity is compromised, a professional will work with you to help you restore your identity and financial reputation. This service also includes a "credit lock" whereby InfoArmor helps to lock your TransUnion credit file and to file online TransUnion credit disputes. In order to lock a minor child/dependent's TransUnion credit report, you must provide evidence documenting (1) that you are the parent or

legal guardian of the minor, and (2) your ability to act on behalf of the child/dependent. This service also includes credit freeze assistance, which allows you to restrict access to your credit report. Our customer care team will assist you with placing a credit freeze at all three major credit bureaus. Credit freeze assistance may require additional expenses in freezing or unfreezing your credit report; these additional expenses are your sole responsibility. Please allow up to 45 business days for the credit dispute resolution process to complete.

B. Refusal of Subscription. We reserve the right to reject any subscription for Products for any reason, including, without limitation, (i) unavailability of a service in the state where you reside or other legal restrictions or (ii) your credit history.

C. Product Enrollment. You agree to provide valid, accurate, and current personal information during registration for any Product. You understand that InfoArmor's ability to provide certain services may be dependent upon your provision of valid, accurate and current information. You acknowledge and agree that you will not be able to obtain access to certain Product features if you do not properly enroll. You may enroll yourself or you may use an authorized third-party to enroll you by having such authorized third-party provide us with your information on your behalf, together with documentation or other evidence acceptable to us that such third party is authorized to register you and provide such information on your behalf. You may enroll minor children and/or dependents in our Family Plan (described below) if you are their parent or legal guardian and have lawful authority to do so. By enrolling minor children and/or dependents, you acknowledge that these terms and conditions apply to them and that you accept these conditions on their behalf. By enrolling your spouse or other family members in the Products, you are representing to us that you have their express permission to enroll such family members in the Products. You further agree and acknowledge that these terms and conditions apply to them and that you accept these conditions on their behalf. However, under no circumstances may you enroll your spouse or other family members or dependents who are over the age of 18 into credit monitoring. Any such spouse, adult family member or adult dependent must register for credit monitoring and pass identity verification separately.

D. Family Access to Products. Our Products extend to your household, which is limited to (i) legal or common law spouse, (ii) dependent children or other dependent family members who reside with you, and (iii) dependent children, or other dependent family members who do not reside with you but who are supported financially by you. However, all such family members may need to be individually registered or enrolled in order to use identity remediation Products. Further, as noted above, all such family members (including any spouse) who are over the age of 18 must separately register for the Products and accept these terms individually.

E. No Fraud Alerts; Network Limitations. You understand and agree that the Products (including our services provided therewith) do not include the placing of fraud alerts with credit reporting agencies. Additionally, if we provide any monitoring services to you, you understand and acknowledge that we monitor your personal information using our network, which is composed of certain proprietary technologies and databases owned or otherwise licensed to us for our use, and that not all transactions, including fraudulent transactions using your personal information, may be monitored due to limitations in the scope and breadth of our network. During the term of your use of the Products, our network and its scope may change without notice to you. You also understand that it may take up to four weeks from acceptance of this Agreement and enrollment in the Products for all related services to be fully activated.

F. No Credit Repair. We are not a credit repair organization or similarly regulated organization under applicable laws, and do not provide any form of credit repair advice. We may offer you access to your credit report and other credit-related information, but we do not offer products, advice, counseling or assistance for the express or implied purpose of repairing or improving your credit. You acknowledge that no one, including InfoArmor, may legally remove accurate and timely negative information from a credit report.

G. Mobile Alerts; Apps. InfoArmor may make certain features of the Products, including alerts, available on or through your registered mobile device. Such features of the Products may be made through push notification, SMS text message, or other mobile alert. If you elect to participate in mobile alerts through the Products, you have the obligation to lock your mobile device and otherwise protect your information contained therein. You consent to the receipt of SMS messages from InfoArmor in the quantity, frequency, and types delivered through the Products. You are responsible for any fees or other charges (including, where applicable, roaming and data charges) that your wireless carrier may charge for any related data or message services. You understand and agree that InfoArmor is in no way responsible for, and expressly disclaims any and all liability related to, the failure of a mobile alert to be actually, accurately, timely, or fully delivered to you for any reason whatsoever, including, but not limited to, technical errors or other problems with our systems, those of our third-party providers, those of your mobile service provider, any other third-party company, or issues related to your mobile account or device.

Downloading and use of any InfoArmor Apps does not create an ownership interest of any kind in the Apps, or the intellectual property related thereto (see Intellectual Property in this Agreement), but instead creates a non-exclusive, fully-paid, royalty-fee, revocable, license to use the Apps for their intended purpose only. The Apps may be available through third-party providers (e.g., Apple Store). However, this Agreement is the sole and exclusive agreement between InfoArmor and you for your use of the Apps, and any agreement with such third-party provider will not govern the terms of service of the Apps or otherwise supplement, override or affect any provision of this Agreement. Unless expressly stated, this Agreement does not modify any other terms set forth in any application marketplace, including, but not limited to, the Apple App Store Terms and Conditions and Google Play Terms of Service or as otherwise required by any application

marketplace provider (“**Application Marketplace Provider**”). To the extent necessary for this Agreement to comply with Apple’s applicable Instructions for Minimum Terms of Developer’s End-User License Agreement (“**Apple’s Minimum Terms**”), Apple’s Minimum Terms are hereby incorporated into this Agreement.

H. Modification of this Agreement and Products; Additional Agreements. We reserve the right, at our discretion, to change or supplement the terms of this Agreement at any time by posting a new version on this website, www.infoarmor.com/terms-conditions/ (this “Site”) or by otherwise notifying you of the revised Agreement. If you do not agree to this Agreement as modified, you must stop using the Products. Your continued use of the Products following the posting of any changes to this Agreement constitutes your acceptance of those changes.

We reserve the right to change, modify, expand, discontinue, or retire any Product, or any feature thereof, at any time.

If you ask us to assist you with the restoration of your identity following an event of identity fraud, we may need to send you a package of documents (the “Additional Agreements”) which you will need to sign and return to us before we can take action. There will be no extra charge for these services. However, if any of the Additional Agreements must be notarized, you agree to pay all notary fees. As well, you will be responsible for postage, courier charges, fax charges, photocopies or any additional miscellaneous costs associated with your handling and submission to us of the Additional Agreements.

I. Personal Information Privacy. We will undertake to protect your personal information, including your first name, last name, address, U.S. Social Security Number, date of birth, and any information provided to activate monitoring using methods that are consistent with industry best practices, as set forth in our Privacy Policy. However, you authorize InfoArmor to provide your personal information to our third-party service providers to receive and use this information as InfoArmor deems reasonably necessary in the course of performing Product enrollment, delivery, service and billing. Please read our Privacy Policy. By affixing your electronic signature to this Agreement you are also accepting our Privacy Policy.

J. Personal Conduct. You understand and agree that you have an obligation to act responsibly to protect your personal information in a reasonable way. You further understand and agree that you have a duty not to allow the reckless disclosure or publishing of your U.S. Social Security Number, credit card or bank account numbers, and/or similar personal information to persons who may reasonably be expected to misuse such information (e.g., “phishing” scams, unsolicited emails, etc.). You also agree to keep and protect your account login information for your subscription for the Products from unauthorized use. Should you breach your obligation to protect your account login information, InfoArmor may terminate your use of the Products without advance notice to you.

K. Intellectual Property. InfoArmor retains sole and exclusive right, title and interest in and to our Products, all proprietary inventions and technology associated therewith (whether or not patentable), and all of our trademarks, copyrights, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Products (the “Marks and Copyrights”). All of our proprietary inventions and technology, and all promotional materials, advertising, websites and other Company marketing venues are protected by various intellectual property laws, including, but not limited to, trade secret, copyright, and trademark laws. Without our prior written consent, any use of our Marks and Copyrights, or any other proprietary intellectual property, is strictly prohibited.

L. Linking Policy. In connection with the Products that we offer, we have established Internet links from our website to select news media outlets, the Federal Trade Commission, and other relevant websites. These linked websites are not under our control, and we are not responsible for their content or delivery. Our use of such links does not constitute or imply our endorsement or guarantee of the products, services, information or recommendations provided by any such websites. In addition, these websites may have privacy policies that are different than ours, and that may provide you less security for your confidential information than we do. If you access any linked third-party website, you do so at your own risk. We disclaim all liability with regard to your access to such linked websites.

M. Liability Limitations. In order to provide certain of the services associated with our Products, we subcontract with, operate under licenses from, and receive information feeds from, certain third-party service providers. We are not responsible for (i) the accuracy, completeness, and/or validity of any products, solutions or information provided to us by third parties (including, without limitation, consumer reporting agencies), (ii) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact or account information, or (iii) incorrect information that we receive from third-party sources, or our failure to obtain information from third-party sources, as a result of incorrect or incomplete information that you provide us. In addition, we are not responsible for any losses, errors, injuries, expenses, claims, attorney’s fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential (any of which, “Losses”), caused by, arising from, or in connection with your use of the Products. Neither we nor our subcontractors and suppliers will be liable for the loss, confidentiality, unauthorized disclosure or security of any data or information while in transit via the Internet, telephone or other communication lines, postal system, ACH network or other means of transmission. Without limiting the foregoing limitation of liability, in the event we are found liable for damages to you in a competent legal proceeding, our aggregate liability for all claims caused by, arising out of, or related to your use of the Products is limited to the lesser of (a) one thousand dollars (\$1,000) or (b) the amounts paid to us for the Products that are the basis of the claim in the twelve (12) months preceding the date of the claim.

If you subscribe for any Product, you do it at your initiative, and are solely responsible for compliance with applicable laws relating to your use of such Product. Neither we nor our subcontractors and suppliers warrant the adequacy, accuracy, or completeness of any information provided through any Product or contained in any third-party website linked to or from any InfoArmor website.

You understand and agree that InfoArmor expressly disclaims and bears no liability for fraudulent transactions, whether identified by us or not, and expressly disclaims any warranty that the Products will enable you to comply with law, mitigate damages (including, but not limited to, those related to a data breach), or avoid any other consequences of a data breach or failure by you to institute proper security measures. Further, you understand and agree that InfoArmor and our Products do not, and are not intended to, provide legal, tax, investment or other financial advice.

We disclaim any and all express or implied warranties, including any warranties of title, merchantability, fitness for a particular purpose, non-infringement or error-free operation, and all Products and related services provided to you are provided on an "as-is", "where-is" and "as-available" basis.

N. U.S. Law and Cross-Border Use. You understand and agree that the Products are meant for use in, and provided to you under the laws of, the United States. Should you choose to use the Products outside of the United States, you bear any and all responsibility for determination of, and compliance with, all non-U.S. laws applicable to such use. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, "Regulated Products") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations (ITAR). You agree that you will not, and you will not cause or assist any third party to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable U.S. laws or regulations.

O. Indemnification. You agree to use the Products only for the purposes stated in, and in compliance with, this Agreement. You agree that you will indemnify and hold InfoArmor and its affiliates, directors, officers, employees and agents thereof, harmless for, from and against all losses, damages, claims, amounts paid in settlement of claims, costs and expenses, (including direct, incidental, consequential, exemplary, and indirect damages and reasonable attorneys' and consultants' fees and expenses), interest, awards, judgments, fines, penalties and other liabilities made by or owing to any third-party resulting directly or indirectly from or arising out of your use of the Products or from your violation of this Agreement, or your violation of any law, regulation, or third-party rights in connection with your use of any of the Products.

P. Force Majeure. We will not be liable hereunder for failure or delay in our provision of the Products and related performance of our services due to causes arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, but not limited to, acts of God, strike, lockout, labor disputes, governmental orders or restrictions, shortage of materials or labor, utility or communication failure, errors, acts or omissions of third party communications services providers, war, act of terrorism, fire, explosion, sabotage, storm, flood, earthquake, or epidemics.

Q. Assignment. We may assign any or all of our rights and/or delegate all or any of our obligations under this Agreement to any third-party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which we may give or withhold in our sole discretion.

R. Governing Law. This Agreement is governed by and will at all times be construed, interpreted, and enforced in accordance with applicable federal law and, to the extent state law applies, the laws of Delaware, without regard to conflict of law's provisions, except that the Federal Arbitration Act applies to the arbitration agreement and class action waiver provisions contained in this Agreement.

S. Arbitration Provision and Class Action Waiver. **Any claim or controversy arising out of or relating to this Agreement, your use of the Products, or any acts or omissions for which you contend we are liable, including, but not limited to, whether a particular claim or controversy is subject to this section ("Dispute"), will be finally, and exclusively, settled by arbitration held before one arbitrator under the then prevailing Commercial Arbitration Rules and Rules for Expedited Procedures of the American Arbitration Association ("AAA") in force at that time. The arbitration will be conducted in Phoenix, Arizona. The arbitrator will be selected pursuant to the AAA rules. The arbitrator will have the power to award no more than the prevailing party's actual, compensatory damages in connection with any Dispute, and may not award damages in excess of actual, compensatory damages, such as by multiplying actual damages or by awarding consequential, punitive, or exemplary damages (collectively, "Enhanced Damages"), and both you and we irrevocably waive any claim to Enhanced Damages, except where such a waiver would explicitly violate the law of the state in which you live at the time a Dispute arises. This section, regarding Arbitration, will not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any party other than you or us, regardless of the nature of the issues or disputes involved. Any judgment upon the award rendered by the arbitrator may be entered in any court which has jurisdiction over the non-prevailing party. By agreeing to the foregoing arbitration terms, you waive your right to go to court to assert or defend your rights. You also waive your right to participate in or**

bring class actions or class arbitrations. If any of the foregoing provisions is determined by a court or arbitrator to be inapplicable or unenforceable with respect to a Dispute, you and we agree that, subject to the foregoing arbitration provisions, jurisdiction over and venue of any suit will be exclusively in the state and federal courts sitting in Maricopa County, Arizona. If either you or we employ attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party will be entitled to recover reasonable attorneys' fees and expenses, as well as arbitration and/or court costs.

T. Waiver. InfoArmor will not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us will be binding unless in writing and signed by an authorized representative of InfoArmor. No waiver by us of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

U. Effect of Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision (to the extent of such invalidity or unenforceability) shall be deemed severed from this Agreement, and the remaining provisions of this Agreement will remain valid and enforceable.

V. Entire Agreement. This Agreement constitutes the entire understanding and agreement between you and us with respect to the subject matter of this Agreement, and all prior and contemporaneous agreements, understandings, representations and communications between you and us concerning such subject matter are hereby superseded and made null and void in their entirety. You acknowledge and agree that you have not relied on any statement, representation, warranty, or agreement of ours or any other person purporting to act on our behalf, including any representations, warranties, or agreements arising from our website, any promotional materials, any statute, or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

W. Termination. If your agreement with SquareTrade is terminated for any reason, you will automatically cease being eligible to receive Products and related services from us without further payment directly to InfoArmor.