



Terms & Conditions

Guarantee of Service, Privacy Policy, & Refund Policy

March 1, 2008

This document is your term and conditions agreement for your idCURE or idMONITORING Program. You should retain this agreement for your records in a safe place. Your membership ID Card will arrive with your letter via US Mail. Should you not receive in 30 days, please contact us at 877.ID CURE 1 or via email at customerservice@idcure.com. idCURE} Identity Theft Solutions

This Agreement is between the **Agreement Holder** identified on the attached Customer Registration and referred to as "Client, You, and Your" and **idCURE** referred to as "idCURE, We, and Our." It provides for you to receive the benefits listed in Section 2 below. Coverage is subject to the terms, limitations and conditions set forth in this Agreement. This Agreement is not an insurance policy or warranty with exception to our 100% Satisfaction Guarantee listed in Section 5 of this Agreement.

1. **Contract Period; Cancellation.** This Agreement begins on the Effective Date shown on the Customer Registration and shall be for an initial term of one, three or five years from the Effective Date, as also stated on the Customer Registration; thereafter, this Agreement shall automatically renew on a month-to-month basis until Client terminates the service by providing **idCURE** with written notice of cancellation a minimum of thirty (30) calendar days prior to the requested Cancellation Date. The cancellation notice shall be sent in writing to:

idCURE
c/o Cancellation
650 South Cherry Street, Suite 225
Denver, CO 80246

2. **Contract Program, Coverage and Limitations.**

A. **idCURE** provides identity theft education, access to newsletters, and a professional ID Theft Recovery Advocate to fully manage the restoration process and restore your identity to pre-event status should you become a victim of identity theft. Based on the needs of your case, program benefits may include the following (note: due to each identity theft event being unique, all services may not be listed below and other services deemed applicable and at the discretion of **idCURE** may be offered under the plan):

1. Education and Awareness via online access to the **idCURE identity theft e-course.**
2. Assignment of a personal Recovery Advocate to research and investigate potential damage and restore your identity to its prevent status
3. 24 Hour identity theft event reporting at **877.ID CURE 1**
4. Assigned Recovery Advocate who will create your Comprehensive Recovery Plan
5. Prepare and file all necessary forms, letters and documents with appropriate parties.
6. Notify the three major credit bureaus, placing fraud alerts on credit files.
7. Notify your affected creditors, financial institutions and utility providers.
8. Notify all merchants involved in a fraudulent transaction.
9. Review your credit files with you to determine accuracy of the file and potential areas of fraud.
10. Create and maintain a case file to document the identity fraud and provide assistance with filing a Police Report.
11. Collect information regarding misuse of your accounts.
 - When appropriate, provide assistance with obtaining and reviewing your Social Security Personal Earnings and Benefits Statement.
12. When appropriate, provide information to the Federal Trade Commission and to other government agencies, with your permission.
13. Check your credit files to make sure that your credit is completely restored to pre-event status.
14. Maintain contact with you to determine any further problems for one full year.

3. Terms and Conditions.

A. Services are provided for either Single Plan or Family Plan benefits as selected on the attached Customer Registration page of this Agreement. The Family Plan coverage extends all of the benefits and services as listed in Section 2A of this Agreement to individual family members. Eligible family members include: child dependents (age 0-24), spouses and domestic partners residing at the address listed on the attached Customer Registration page of this Agreement. Businesses are not eligible for benefits under this plan.

B. Upon receipt and approval of your Customer Registration, an authorized representative of idCURE will contact you either by email or telephone, or both, in order to verify information to accurately service your account; advise you of breach of your identity; inform you of new services; inform you of changes in service offerings or other issues related to this Agreement or otherwise. In order for your contract with us to become and remain effective, you hereby authorize and will accept such direct contact with you for the purpose(s) stated herein.

C. The benefits have no cash-equivalent, are non-transferable, and non-cancelable.

D. Eligibility for recovery services is based on ID Theft Events that occur, are discovered and reported to **idCURE** or a designee on or after the Effective Date of this Agreement and during the Contract Period. If you are made aware you are an identity theft victim during your enrollment period and it is found the theft of your identity occurred prior to your enrollment date you are still eligible for coverage under this plan if it is reported within 90 Days of the date you are made aware of the event. An Identity Theft event will not be covered if a member cancels their membership and the event is reported after the Cancellation Date regardless of if the Identity Theft occurred within the enrollment period. An ID Theft Event occurs when someone uses your non-public, personal information without your permission to commit fraud or other crimes of deception, or to open or obtain credit.

E. Services are available in the United States, and for persons temporarily or permanently residing outside the United States to the extent that U.S. laws apply.

F. Neither **idCURE** nor any of its employees, affiliates or assigns provide credit counseling or repair to credit which is necessitated due to legitimate acts taken or events engaged in by the Agreement Holder(s).

G. All services listed in Section 2A of this Agreement will be performed and fulfilled by Identity Safeguards, Cascade Square Beaverton, OR 97008. **To qualify for benefits under this Agreement, YOU MUST FIRST CONTACT our verification center at (877 ID-CURE-1) and advise them of your need for identity theft recovery services and that you are a covered plan member.**

4. Your Responsibility. To qualify for all benefits under this Program, you must:

A. Review the Preventive ID Training Course by accessing the E-Plan at www.idcure.com.

B. If you become a victim of identity theft during the Contract Period, YOU MUST contact the verification center at (877) ID-CURE-1 to begin the restoration process. The identity theft event must be reported to the verification center within 90 days of your discovery of the event.

C. You will only be eligible for the recovery and restoration benefits if the identity theft event is reported to us with 90 days of discovery.

D. Provide a copy of the attached Customer Registration by sending the document to:

**idCURE Benefits Request
650 South Cherry Street, Suite 225
Denver, CO 80246**

E. Work collaboratively with your Recovery Advocate in developing and implementing your agreed upon recovery plan. We will inform you of certain actions you must take in regard to the recovery of your identity. When appropriate we may suggest possible avenues for completion. Some duties may be optional and Recovery Advocate will communicate the consequences of not performing those tasks.

F. Take responsibility for maximizing reasonable preventive actions with regard to safeguarding your identity.

G. Report illegal activities and fraud to the appropriate legal authorities.

H. Disclose relevant information and clearly communicate with your Recovery Advocate any information that may affect the outcome of your case.

I. Abide by all applicable state and federal laws throughout the term of this Agreement.

J. *Your Failure to Perform.* Failure to perform these responsibilities may result in the complication of your ID theft situation and a potential increase in your loss or liability and the loss of effectiveness in the recovery process including failure to fully recover your identity, and the right of idCure to discontinue some or all recovery services.

5. 100% Satisfaction Guarantee.

idCURE offers a 100% Satisfaction Guarantee backed by AIG Insurance. This means that idCURE guarantees that it will return you to your pre-event identity status in the case of a breach, provided, however, that all provisions of this Agreement have been satisfied and complied with by you, both before and after the identity theft event. We will not, however, reimburse special, incidental, indirect or consequential damages, including but not limited to lost wages or profits, loss of business, or lost opportunities. **Other than this 100% Satisfaction Guarantee we make no guarantee, representation or warranty about our service of any kind whatsoever, and we hereby expressly disclaim any and all other guarantees, representations or warranties, whether express or implied, including but not limited to a warranty of merchantability or fitness of our service for any particular purpose.**

Our 100% Satisfaction Guarantee is in support of our service under this Agreement and is provided without additional charge:

A. If you are our client when someone accesses your personal identifying information and subsequently uses it without your authorization to commit a fraud which is solely due to a failure or defect in our service, and you have fully and completely complied with this Agreement, we will pay professionals to assist in restoring any such loss or recover such expenses, as required and as backed by AIG Insurance.

B. You must be truthful with us and you must expressly tell us of the use of your personal identifying information without your authorization to commit a fraud within thirty (30) calendar days of first having the opportunity to know of such fraudulent use.

C. You must agree to cooperate with those we hire to help you. If you need professional assistance, such as that of an attorney or credit counselor, to help remediate damages caused by the failure or defect in our service, we will arrange for, and cover the expense of, that assistance to be provided to you through persons or firms we select in our sole and absolute discretion; we will not reimburse fees of professionals or other service providers unless we choose those providers for your particular matter. If we cover any expense for you, you must expressly and immediately assign to us any and all rights you may have to be reimbursed for that expense from any other party.

D. We reserve the right to investigate the 100% Satisfaction Guarantee request in order to determine whether the request is valid before we take any further action; the investigation and validation shall be performed at our sole and absolute discretion. We will perform our investigation as promptly as we can in a commercially reasonable manner. If our investigation shows that a reasonable person would conclude that your personal identifying information was used without your authorization to commit a fraud while you were our client and you have complied with all terms and conditions of this Agreement, we will perform as described herein.

E. If we find that you in any way misrepresented facts, damages or your status as our client when your information was misused, you agree to pay us back upon demand any amount we have paid, expended or incurred in connection with your claim, including any costs we incur to collect the money from you. Being found guilty of a crime related to the loss which you attributed to identity theft is sufficient evidence to conclude that we are entitled to recover all amounts paid on your behalf as described above, but it is not the only basis upon which we may so conclude. A finding of negligent misrepresentation, among other things, by you may also be sufficient evidence for us to recover from you under this paragraph.

F. Similarly, should we decline your 100% Satisfaction Guarantee request following our investigation and that decision subsequently is determined to have been wrong via the dispute resolution process set forth herein, we will honor 100% Satisfaction Guarantee.

6. Exceptions and Exclusions. No coverage is provided for losses resulting in any way from deceptive, fraudulent or illegal acts of the Registered Customer, whether acting alone or with others. You will not be covered if the identity theft occurs after the termination of this Agreement. You are not covered, nor are we liable for, delays in performance or failure to perform in whole or in part under the terms of this Agreement due to labor disputes, strikes, shortages, acts of war, civil commotions, accidents, fires, floods, acts of God or other causes beyond our foreseeable control. All losses outside of the United States are expressly excluded from coverage.

7. Non-Circumvent. For the term of this Agreement and for two (2) years following the termination of this Agreement, the Client agrees not to circumvent **idCURE** by seeking services directly with Identity Safeguards or any of its Affiliates.

8. Refund Policy. **idCURE** offers a thirty (30) day money back promise. If after the Effective Date up to 30 days of service, the Client chooses to cancel with **idCURE**, we will offer one-hundred percent (100%) of the money back minus a \$25 cancellation fee. After the initial 30 days, the contract is in full force and effect for the entire stated term and thereafter until **idCURE** receives written notice of

cancellation in accordance with Section 1 of this Agreement. The refund request must be post marked PRIOR to the initial 30 days of service and in writing to:

idCURE
c/o Refund
650 South Cherry Street, Suite 225
Denver, CO 80246

9. **Payment.** Client agrees to pay **idCURE** through automatic credit card reoccurring billing until such time as Client cancels services by following the cancellation procedure set forth in Section 1 of this Agreement. Client further agrees not to dispute credit card service charges made to **idCURE** via any credit card dispute procedure unless Client can prove that such service charge was made fraudulently. Client agrees to cover any and all legal costs and/or other expenses associated with the collection of the payment for services outlined herein.

10. **Privacy Policy.** **idCURE** takes very seriously keeping your non-public personal information secure and confidential, as this is our top priority. Please take a moment to read the **idCURE** Customer Privacy Policy to learn how we handle your personal information.

This policy may change from time to time. Please check this policy each time you use our web site in order to have the most current information on this topic.

In all circumstances, we take reasonable steps to: Give you, a customer of **idCURE** or as a user of our web site, clear notice when we are requesting information from you, the types of information we requesting from you, the general purposes for which that information will be used or disclosed, the categories of users to whom we provide the information; Offer you the ability to opt out of such uses; Maintain accurate records and provide you access to your personally identifiable information; and Use safe and secure systems, physical and electronic, to safeguard your non-public personal information.

While registering on our site, we will ask you for the following types of information: contact information (such as name, address, phone number, and email address); sensitive information (such as social security number); and financial information (such as credit card number). This information is required in order to verify your identity, charge you the appropriate and agreed fees and fulfill our services on your behalf with the outside agencies with whom we must communicate to set your lock.

We will also ask you for certain third-party personal information such as your favorite color, where and when you last attended high school. We use this information to help verify your identity with us. We do not collect personally identifiable information on our website through cookies or any other technology except where you clearly enter it.

A. **Why we collect non-public personal information.** As a customer of **idCURE** or as a user of our web site, we want you to know that we will only collect your non-public personal information for the following reasons:

- To enroll you as a customer or complete a transaction.
- To resolve a case of identity theft

In each of these circumstances, we will only collect and use the minimum information needed to accomplish the stated purpose, and only with your full knowledge and consent. In many of these circumstances, our principal role is actually to facilitate a relationship in which you provide your information directly to a third party - for instance, to place a fraud alert with a credit reporting agency or to file a police report. In such cases, **idCURE**® may not need to collect your information at all.

B. How we collect non-public personal information. When you visit the **idCURE** web site, you are able to do so anonymously. Generally, we don't collect non-public personal information when you browse - not even your email address. **idCURE** does collect general Internet data, such as how often each of our web pages was visited and how much time was spent on each page. None of this information identifies you personally. We use it only to analyze traffic patterns on our web site in order to make our site more useful to our visitors and to evaluate the effectiveness of our marketing efforts.

We use log files on our web server as well as third-party and internally developed Customer Relationship Management (CRM) technology to capture and analyze this data. We do not identify you personally, nor will we ever market to you from the information we gather without your express approval. The **idCURE** web site contains links to other sites. **idCURE** does not share your non-public personal information with those web sites and is not responsible for their privacy practices, which may differ from ours in significant ways. We encourage you to learn about the privacy policies of those web sites and the companies that operate them. However, web sites to which we link may use cookie technology to gather and store data about their visitors. Cookies contain a small amount of information, possibly including non-public personal information, which allows a web server to recognize you whenever you visit. Again, we encourage you to familiarize yourself with the privacy and information collection practices of any web site you visit.

We also receive information from you online when you send us email, applications and other forms, or when you register at our web sites. We may also collect information about your transactions with us or with our direct partners, such as what products and services you ordered. In each of these circumstances, as mentioned above, we will only collect and use the minimum information needed to accomplish the stated purpose, and only with your full knowledge and consent. We will never share this information with any third party. The **idCURE** web site is not intended for the use of children, defined as individuals under the age of 18. We do not knowingly solicit personal information from children or send them requests for non-public personal information.

C. When and to whom we disclose non-public personal information. We will never disclose your non-public personal information to any third party or affiliate under normal circumstances. As mentioned above, there are circumstances in which you yourself may provide non-public personal information to third parties involved in the crisis resolution process. Such information will be provided directly by you to the parties in question. Such third parties might include:

- a credit reporting agency representative, in the course of placing a fraud alert;
- a police officer, in the course of filing a police report;
- an insurance claims officer, in the course of filing an insurance claim; or

- a representative of a financial institution or credit card company.

At times we may be required by law or legal process to disclose your personal information. We will comply with any such law or legal process.

D. How we protect your non-public personal information. idCURE uses highly secure physical, electronic, and managerial procedures to safeguard the confidentiality and security of the data you provide to us.

- None of your non-public personal information will ever be disclosed by us to any third party or affiliate in ways other than disclosed in this privacy statement.
- Only authorized employees of idCURE will have access to the data that you provide to us, and that access is granted only on a "need to know" basis.
- In cases of identity theft crisis resolution, only the advocate working on the case and key administrative supervisors have access to your non-public personal information.
- All stored personal data is electronically encrypted.
- We will never transmit any personal data that you provide to us over the public Internet.
- Any data that we transmit over a private network will be sent via secure, encrypted channels.
- Your documents, while in our care, will be treated as if they were cash. Once input into our data systems, all paper documents are destroyed, usually the same business day.

E. Security. The security of your personal information is important to us. When you enter sensitive information (such as credit card number and/or social security number) on our registration or order forms, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

If you have any questions about security on our Web site, you can go to customerservice@idcure.com. Likewise, we urge you to take every precaution to protect your personal data, both on and off the Internet.

F. Opt Out. We provide you the opportunity to "opt-out" of having your personally identifiable information used for certain purposes, when we ask for this information. For example, if you purchase a product/service but do not wish to receive any additional marketing material from us, you can indicate your preference on our order form.

If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by emailing us at customerservice@idcure.com, or you may contact us at 877 ID CURE 1 or by regular mail at:

idCURE Client Services
650 South Cherry Street, Suite 225
Denver, CO 80246

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

G. Bulletin Boards and Chat Rooms. From time to time we place testimonials on our website from our clients. We do this only after asking permission from the client providing the testimonial. It may be removed at any time at the request of the client. Should you choose to disclose personal information on our site, we are not responsible for the way third parties may use this information. Third parties may use your personal information for a variety of purposes, including unsolicited marketing and sales attempts.

H. Access to your non-public personal information. You always have access to the information we have about you. If you would like to review non-public personal information that idCURE may have about you, contact us via your secure web site or call 877 ID CURE 1. If you need to make changes to your non-public personal information, you may do so by logging into your account on this website, by calling Customer Service at 877 ID CURE 1 or by mail at:

idCURE Client Services
650 South Cherry Street, Suite 225
Denver, CO 80246

I. Our companywide commitment to privacy. To make sure your non-public personal information remains confidential, we communicate these privacy guidelines to every idCURE employee.

Please note that the idCURE Customer Privacy Policy is subject to change at any time. We encourage you to review the privacy policy regularly for any changes (see Paragraph L below).

J. Cookies. A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. We do link the information we store in cookies to any personally identifiable information you submit while on our site.

We use both session ID cookies and persistent cookies. We use session cookies to make it easier for you to navigate our site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

We may use a third party cookie, which provides us with usage information regarding our site. It does not collect PII of any kind.

If you reject cookies, you may still use our site, but your ability to use some areas of our site, such as the signup procedure or login, will be limited.

K. Service Providers. We use other third parties specifically Pay Pal and Eliot Management Group to provide credit card validation on our site. When you sign up for our services, we will share your payment information as necessary for the third party to provide that service.

These third parties are prohibited from using your personally identifiable information for any other purpose.

L. Changes in this Privacy Statement. If we decide to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page.

M. Contact Us. If you have any questions or suggestions regarding our privacy policy, please contact us at: 877.ID CURE 1, customerservice@idcure.com, or our postal address:

idCURE
650 South Cherry Street, Suite 225
Denver, CO 80246

11. Dispute Resolution and Applicable Law.

A. Alternative to Court – Mediation or Non-Binding Arbitration. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider in good faith the use of mediation or non-binding arbitration prior to resorting to litigation. If mediation or non-binding arbitration is utilized by the parties, each party agrees to pay their own respective costs and that no award or decision resulting therefrom shall include punitive damages.

B. Unsuccessful Resolution of Dispute; Jurisdiction and Venue. If the parties are unsuccessful in their good faith attempt to otherwise resolve their dispute, and if mediation or non-binding arbitration is unsuccessful, the parties shall irrevocably and unconditionally consent to the exclusive jurisdiction of the state or federal courts located in Colorado for any actions, suits or proceedings arising out of or relating to this Agreement; the parties further agree not to commence any action, suit or proceeding relating thereto except in such courts and in accordance with this Agreement. **BOTH PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.** The prevailing party to such litigation shall also be awarded re-payment of reasonable costs, expenses and attorneys' fees associated therewith.

C. **Choice of Law.** This Agreement shall be governed, construed, interpreted and enforced, and the relations between the parties determined in accordance with, the laws of the state of Colorado, without regard to its choice of law rules.

12. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without such consent shall be void.