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PROTECTION PRODUCTS TERMS & CONDITIONS (R)

(ProtectMyID, Family Secure and Business Credit Advantage)

These Protection Products Terms and Conditions (the “Terms and Conditions”) are made by and between ConsumerInfo.com, Inc. (“CIC”), a California corporation, also known as Experian Consumer Services, and the party identified as “Client” in the Order Form (“Client”), and shall be effective as of the Order Date (as defined in the Order Form). CIC and Client are sometimes referred to herein as a “Party” and collectively as the “Parties.” The Order Form signed by Client, which explicitly references the URL where these Terms and Conditions are viewable, is made a material part of these Terms and Conditions and is incorporated herein by this reference.

RECITALS

WHEREAS, Client maintains personal and other sensitive information on certain individuals;

WHEREAS, CIC, directly and through one or more third-party providers, provides certain credit monitoring, identity protection and other related products and services; and

WHEREAS, Client desires for CIC to make available certain of CIC’s products and/or services to certain Individuals (as defined below) identified by Client with respect to whom Client maintains personal and other sensitive information.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms herein shall have the meanings set forth in the Order Form, or, if not set forth therein, as defined elsewhere in these Terms and Conditions. The following terms shall have the following meanings ascribed to them:

1.1 “Activation Code” means a unique, single use code with respect to each Individual that allows such Individual to enroll for and receive the Consumer Product. Each Individual may only redeem his/her Activation Code for only one applicable Consumer Product.

1.2 “Affiliates” means any entity controlled by, under common control with or that controls the applicable Party, where “control” means ownership of fifty percent (50%) or more of the ownership interest of an entity.

1.3 “Consumer Product(s)” means those products and services provided by CIC hereunder, as selected by Client and set forth in an Order Form and further described in Exhibit A.

1.4 “Consumer Product Website” is the web site built, hosted and maintained by CIC where each Individual may enroll for

Individual's inability to receive all or a portion of the Consumer Product arising from such Individual's failure to (i) successfully complete enrollment, or (ii) comply with any or all of the Third Party Companies' terms and conditions and/or other requirements. Without limiting any remedies available to CIC, Client acknowledges that upon accepting an Order Form from Client CIC shall immediately begin to incur costs and expenses, for the purpose of performing CIC's obligations with respect to that Order Form. Client acknowledges and agrees that Client is responsible to pay for the greater of (i) a minimum of ten percent (10%) of the total Activation Codes ordered by Client or (ii) the cost of one (1) Activation Code, unless otherwise mutually agreed to in an Order Form, and irrespective of the total number of Activation Codes finally redeemed. In the event more than ten percent (10%) of all Activation Codes ordered by Client are redeemed, then these redemptions will be credited towards the total owed by Client for all redemptions.

3.3 Taxes. Client shall be responsible for, and shall promptly pay or reimburse CIC for the payment of, any sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are associated with the Consumer Products (other than taxes based on CIC's net income).

3.4 Exclusivity. Unless otherwise mutually agreed to in an Order Form, during the Term Client agrees not to obtain products or services that are similar to the Consumer Products from any party other than CIC.

4 REPRESENTATIONS AND WARRANTIES; DISCLAIMER AND LIMITATION OF LIABILITY; INDEMNIFICATION

4.1 Representations and Warranties by CIC. CIC represents and warrants to Client that it (a) has the power and authority to enter into these Terms and Conditions and to perform its obligations hereunder; (b) will provide the Consumer Products in a manner consistent with the level of service provided to CIC's general customer base for such Consumer Products; (c) will provide the Consumer Products and any other products and services provided under these Terms and Conditions in a professional manner; and (d) will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding Client or its Affiliates in any way other than as approved in writing in advance by the Client.

4.2 Representations and Warranties by Client. Client represents and warrants to CIC that (a) it has the power and authority to enter into these Terms and Conditions and to perform its obligations hereunder; (b) to the best of its knowledge, all information provided by Client to CIC is accurate in all material respects; (c) it will communicate with the Individuals in accordance with the Protection Program Terms such that each of its Individuals receive notification and one Activation Code; (d) by entering into these Terms and Conditions and performing hereunder, Client will not be violating or breaching any other contract, agreement, commitment, promise, understanding or arrangement; (e) it will not direct any Individual to contact CIC in any way or visit any Consumer Product Website prior to the Custom Consumer Product Website Launch Date (*if applicable*); (f) in the event Client places an order for 50,000 or more Activation Codes ("Large Incident"), Client will not communicate with Individuals regarding the availability and description of the Consumer Product any earlier than the date mutually agreed to by CIC and Client; and (g) it will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than a CIC approved Notification Letter or as otherwise approved in writing in advance by the CIC.

4.3 DISCLAIMER AND LIMITATION OF LIABILITY.

(a) Client hereby acknowledges and agrees that the Consumer Products are intended as ELECTIVE AND optional PRODUCT OFFERINGS that Client HAS ELECTED TO OFFER to ITS Individuals. Other than the warranties set forth under Section 4.1 all products provided BY CIC, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS pursuant to THESE TERMS AND CONDITIONS are so provided on an "AS IS" basis, AND CIC MAKES NO OTHER WARRANTIES UNDER THESE TERMS AND CONDITIONS. CIC FURTHER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES REGARDING THE CONSUMER PRODUCTS AND SERVICES, INCLUDING ANY WARRANTY OF

any settlement that provides for non-monetary relief without the consent of the Indemnified Party. The Indemnified Party may, at its sole option, and at its own expense, engage separate counsel to participate in (but not control) the defense, compromise or settlement of the claim. The Indemnified Party shall provide to the Indemnifying Party all information, assistance and authority reasonably requested in order to evaluate the claim and effect any defense, compromise or settlement thereof. If the Indemnifying Party chooses not to assume the defense of the claim as provided herein, the Indemnified Party may defend, compromise or settle the claim in any manner it reasonably deems appropriate, provided that the Indemnifying Party shall remain responsible for paying the Indemnified Party's reasonable legal fees and expenses incurred in defending, compromising or settling the claim.

5. CONFIDENTIAL INFORMATION

5.1 Definition and Obligations

- (a) "Confidential Information" shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data, organizational records and cost structures, product descriptions, pricing information, and information about or from a party's vendors or employees whether received before or after the date hereof that (i) is disclosed in a writing or other tangible form including, without limitation, by inspection of objects, graphics or designs, bearing a label or stamp identifying the information as secret, confidential or proprietary; (ii) is disclosed orally with a designation of such information as secret, confidential or proprietary prior to or during the oral disclosure and a subsequent reduction of such information to a writing labeled secret, confidential or proprietary and sent to the party to whom the disclosure was made within thirty (30) days after the oral disclosure; or (iii) would reasonably be deemed to be confidential, regardless of the manner in which it was furnished. The term "Confidential Information" shall also include (a) the fact that Confidential Information was made available, all discussions regarding these Terms and Conditions and any of the terms, conditions or other facts related to these Terms and Conditions (b) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Confidential Information; and (c) the content of these Terms and Conditions.
- (b) "Personal Information" shall include all information conveyed directly by Client, its Affiliates or their respective agents to CIC and/or any Third Party Company in order to deliver the Consumer Products or Supplemental Client Services contemplated hereunder, and which contains information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, and any other information that is deemed to be nonpublic personal information or personally identifiable information under Title V of the Gramm-Leach-Bliley Act, or any other applicable Law. Personal Information is a subset of Confidential Information, and will be promptly destroyed after its use by CIC and/or any Third Party Company, at which time CIC's obligations under this Section 5 shall cease.
- (c) "Individual Information" means all information pertaining to an Individual obtained by CIC *directly* from such Individual, including without limitation, (a) through Individual enrollment for the Consumer Product or by such Individual visiting CIC's website(s), or (b) through provision of the Consumer Product. All Individual Information is collected and used by CIC in accordance with the End-User Terms and Conditions (as defined in the Protection Program Terms) and the applicable CIC Privacy Policy, which is available for review by all Individuals prior to completing their enrollment in the Consumer Products. End-User Terms and Conditions and CIC Privacy Policies may be amended from time to time.
- (d) Except as expressly provided below or with the disclosing party's prior written consent, the receiving party agrees: (i) to hold all Confidential Information of the disclosing party in confidence, (ii) that it will not use any Confidential Information for purposes other than the performance of the Supplemental Client Services or provision of the Consumer Products, and (iii) Confidential Information shall be protected as required by Law. Both parties agree to comply with all Laws that are applicable to Personal Information.

jurisdiction over the matter in controversy, and each Party irrevocably submits to the jurisdiction of such courts. Service of process may be effected in accordance with the procedures for providing notice under these Terms and Conditions.

7.4 Notices. Any notice given under these Terms and Conditions to Client will be given in writing to the Primary Contact at the Client address set forth in the Order Form. Any notice given under these Terms and Conditions to CIC will be given in writing and addressed to CIC's Corporate Counsel at 535 Anton Blvd. Suite 100, Costa Mesa, CA 92626. Either Party may substitute a new address and contact person by written notice to the other in the manner contemplated herein. All notices shall be effective when received, and shall be delivered personally, by facsimile transmission (receipt verified), mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by express courier service.

7.5 Independent Contractors. In performing their respective duties under these Terms and Conditions, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither of the Parties will hold itself in any manner that would be contrary to the provision of this Section 7.5.

7.6 Entire Agreement; Amendments and Addenda. The Order Form and these Terms and Conditions (including the exhibits hereto, as may be amended and supplemented from time to time, based upon mutual written consent) contain the entire agreement and understanding concerning the subject matter (as set forth in the Recitals) between Client and CIC. These Terms and Conditions supersede all agreements (whether written, oral or electronic), PO's (as defined in Section 7.7 below), term sheets, prior negotiations, or proposals that relate specifically to the subject matter (as set forth in the Recitals). Except as provided herein, these Terms and Conditions may be amended and/or supplemented via one or more Order Form addenda (as described in the Protection Program Terms) only in writing, signed by authorized representatives for both CIC and Client.

7.7 Client Purchase Orders. CIC will accept a purchase order ("PO") for limited administrative processes [i.e. procurement guideline compliance, bill processing, etc.] only. However, in no event shall any terms and conditions contained within such PO be incorporated into these Terms and Conditions, supplement these Terms and Conditions or otherwise apply to the provision of Consumer Product or Supplemental Client Services.

7.8 Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of these Terms and Conditions will remain in full force and effect.

7.9 Publicity; Public Communication. For avoidance of doubt, both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to these Terms and Conditions or the provision of the Consumer Products herein.

7.10 Adequate Review. Each party represents to the other that, as deemed necessary by such party, these Terms and Conditions have been reviewed by each party and its legal and other advisors, and such party has had an opportunity to make all relevant inquiries and receive sufficient responses relating to these Terms and Conditions.

Exhibit A

Consumer Products

These below listed Consumer Products are delivered to Qualified (as defined below) Individuals* using a single-use Activation Code. The description of benefits for each of the Consumer Products is subject to change:

- Open Enrollment Enrollment Program Terms
- a) Accurately complete and submit to CIC all of the required enrollment fields/pages;
 - b) Provide CIC the correct answers to the out-of-wallet security questions;
 - c) Accept the End-User Terms and Conditions (including CIC's terms, conditions and privacy policy);
 - d) Are at least 18 years of age and a living person as of the date of enrollment in the Consumer Product
 - e) Have a U.S. credit file with Experian *****
 - f) Provide CIC with a current U.S. phone number and a current U.S. postal address *****
 - g) Provide a valid U.S. Social Security number; and
 - h) Pass all of CIC's identity, authentication and security requirements.

*For purposes of Family Secure, "Individual" means the Parent or Legal Guardian.

**Additional Family Secure product information: (i) children are eligible for online enrollment up to three (3) months prior to their 18th birthday, however, the Parent or Legal Guardian may contact CIC's Customer Care Center to enroll such children up to two (2) weeks prior to their 18th birthday; (ii) children will automatically be de-enrolled within one (1) week prior to their eighteenth (18th) birthday and thereafter, such child/ren will no longer be eligible for the Family Secure product; (iii) child/ren's credit report (if any) are available offline only; and (iv) the Parent or Legal Guardian is required to authenticate prior to the CIC Customer Care Center can provide assistance regarding the child/ren's credit report.

*** Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

**** Due to New York state law restrictions, the Guarantee cannot be offered to Individuals who are residents of the State of New York.

*****Delivery of the Consumer Product will be limited to the report(s) of the national credit reporting companies with whom each Individual has a current U.S. credit file (e.g., in the event an Individual only has a U.S. credit file with Experian, then such Individual shall only receive the Experian credit report).

***** The U.S. address provided by Individuals should be the U.S. address associated with such Individuals credit file (e.g. the address utilized by the Individual to obtain credit).

Exhibit B

CIC PROTECTION PROGRAM TERMS

Any use of defined terms within this document shall be in accordance with the Protection Products Order Form ("Order Form") or, if not set forth therein, as defined elsewhere in the Protection Products Terms and Conditions ("Terms and Conditions")

(1) Distribution of Activation Codes. Client agrees not to sell or otherwise distribute any Activation Codes, except to Individuals and only as expressly permitted under these Terms and Conditions. In no event shall CIC be liable for any loss, damage, theft, corruption or destruction ("Loss") of Activation Codes once issued by CIC to Client, including, but not limited to, any such Loss attributable to Client's distribution, storage (if applicable) and/or mailing of such Activation Codes. CIC shall be liable and responsible for any Loss

(8) Customer Care. Customer care will be available to Individuals via access to a CIC Customer Care Center reachable via a toll-free number that is only available to U.S. callers, which may be maintained by a third party engaged by CIC. No credit information of any Individuals shall be maintained outside of the United States. Fraud resolution customer care shall be available to Individuals via a separate customer care team of representatives in the United States. The services available via the Customer Care Center shall be limited to: *assistance with telephone and email inquiries regarding enrollment for the Consumer Product and technical issues relating to redemption of Activation Codes, authentication failure, username and password assistance, cancellations, locked accounts, changes in personal information, billing questions about additional products, credit score information, general credit-related questions, fraud resolution, suspected fraudulent items, monitoring and alert information, credit reports obtained as part of an Individual's enrollment in the Consumer Products, and general Consumer Product Website navigation.* The appropriate toll-free Customer Care Center number shall be available to Individuals on the Consumer Product Website, and will also be presented to Individuals in the event of an enrollment failure notification with a message requesting that Individuals call such toll-free number to complete their enrollment process. Customer Care Center hours of operation are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time. The Customer Care Center will not have access to and will not provide any information related to Client or its business and/or Clients' legal decisions in making the Consumer Product available to Individuals on a complimentary basis, and will refer any such inquiries back to Client.

(9) Third Party Companies; Credit Reporting Company Requirements. Portions of the Consumer Product and Supplemental Client Services will be provided by CIC's partners, Affiliates and certain third parties, including the consumer reporting companies (collectively, "**Third Party Companies**") and are therefore subject to each of those entities' respective end-user/individual standard terms and conditions and information requirements. Third Party Companies who may be utilized by CIC in its performance of these Terms and Conditions include the following: Equifax, Inc., TransUnion, LLC, Affiliates of CIC, American International Group, Inc., Cyveillance, Early Warning Services, IWCO, Merrill, Immersion, Inc. and Aegis. Additional Third Party Companies may be added from time to time at CIC's discretion. Individuals must comply with the Third Party Companies' terms and conditions and other requirements in order to receive such portions of the Consumer Product. The consumer reporting companies are not subcontractors or agents of CIC, and therefore, CIC does not control such terms and conditions or requirements and may be unable to intervene or assist Individuals in any way in meeting such varying consumer reporting company requirements. Individuals shall be solely responsible for handling any issues relating to such terms and conditions and requirements directly with any such consumer reporting company. Without limiting the generality of the foregoing, Individuals shall be required to provide all necessary information and meet other criteria required by each applicable consumer reporting company (Experian Information Solutions, Inc., Equifax, Inc. and TransUnion LLC) in order to receive a credit report or other products and services from such company.

(10) Intellectual Property and Branding of Consumer Products. Unless otherwise agreed to in writing by CIC, the Consumer Products shall be branded as determined by CIC, at its sole and absolute discretion, and Client shall not designate (through trademark, trade name, trade dress or otherwise) the Consumer Products as being provided by Client. CIC and/or its Affiliates or third party providers shall exclusively own all right, title and interest, including all copyrights, trade secrets, know-how, goodwill, trademarks, service marks, trade names, trade dress, logos, patents or other intellectual property (or any derivative works thereof) and underlying technology in (i) the Consumer Products and all other products provided by CIC hereunder, (ii) the Consumer Product Website, and (iii) all other materials and information provided by CIC to Client hereunder. No grant to use any intellectual property (including any trademarks) of CIC, its Affiliates or Third-Party Companies is made under these Terms and Conditions. Client shall retain ownership of any and all pre-existing Client intellectual property, including but not limited to Client's trademarks, patents and trade dress.

(11) Client Notification to Individuals. Within a mutually agreeable period of time following submission of an Order Form Client shall prepare a communication to Individuals in the form of a notification letter ("Notification Letter") to be sent via U.S. Mail or email which must include:

- (a) one Activation Code per each Individual identified as affected by the subject Client data breach or data loss incident,
- (b) the procedures for enrollment in the Consumer Product (including, but not limited to the (i) Consumer Product Website where such

(16) Guarantee for Family Secure Consumer Product. The Guarantee provided to Individuals as a product feature of the Family Secure Consumer Product is strictly subject to the policies, terms and conditions described at http://www.familysecure.com/Member_Guarantee.aspx. Such policies, terms and conditions are provided to Individuals at the time each Individual enrolls for the Family Secure Consumer Product. Individuals should carefully review such policies to determine their terms and conditions, including limits and coverage of losses. At the election of CIC, (a) the amount of the Guarantee to be provided to Individuals, and/or (b) the designation of the party providing the Guarantee are both subject to change at any time. Notwithstanding the foregoing, the Guarantee may not be provided to any Individuals residing in any state where the provision of such Guarantee is prohibited by Law. Due to New York State Law restrictions, the Guarantee cannot be offered to Individuals who are residents of the State of New York.

Exhibit C

Supplemental Client Services

(a) **Enhanced Customer Care.** In addition to the standard customer service delineated within the Terms and Conditions, CIC will provide certain supplemental call center services ("Enhanced Call Center Services"). Enhanced Call Center Services shall be limited to (a) the CIC Customer Service Center responding to Individual queries via customized scripting (which will be mutually agreed to in writing by CIC and Client) and (b) other required Individual support on a case-by-case basis, as required and exclusively in connection with the Activation Codes provided. The appropriate toll-free Customer Service Center number may be presented to Individuals as part of the Notification Letter with a note that Individuals call such toll-free number to access these Enhanced Call Center Services. Hours of operation for Enhanced Customer Care are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time, excluding holidays.

(b) **Notification Letters.** Client has requested that CIC facilitate the transmission of the Notification Letter approved by CIC in accordance with these Protection Program Terms to Individuals by means of CIC's third-party print vendor. Client shall send the names and addresses of all such Individuals to whom Notification Letters should be conveyed to CIC via CIC SFT Appliance or by another secure method agreed to in writing by the Parties. CIC shall forward such information to its third-party print vendor and once CIC has established that its' print vendor has received such information, CIC will purge all such information that is within CIC's possession. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the preparation and provision of the Notification Letters to Individuals, (b) timely delivery to CIC of the information regarding Individuals, and (c) provision of complete and correct instructions regarding the date(s) that CIC's print vendor is requested to mail the Notification Letters to Individuals. Any returned mail shall be directed to the Client's return mailing address unless otherwise requested. Client agrees to pay CIC for each Notification Letter that Client may request CIC's print vendor to prepare in accordance with the pricing delineated on the Order Form. Any pages in addition to the one-page (double sided) Notification Letter that Client may request CIC's print vendor to prepare shall be priced separately (and in addition to the costs already referenced therein) in accordance with the mutual written agreement of the parties (which may be evidenced via e-mail). For a Large Incident, CIC may request pre-paid postage from Client for all Notification Letters on a case-by-case basis; in the event Client chooses not to pre-pay the postage, CIC reserves the right to present Client with modified pricing.

(c) **Address Append Services.** Client is requesting address append services for use in locating or verifying Individual names and addresses when Client may have access to only an Individual's social security number (SSN) and/or aged address data. Client MUST certify via signature of a supplemental Rider to these Terms and Conditions that the use of any of this data as delivered by CIC shall only be used by Client in compliance with Law. Upon receipt of the Rider agreement from Client, the SSNs of all such Individuals will be provided by Client to CIC via CIC SFT Appliance or by another secure method agreed to in writing by the Parties. CIC shall forward such information to its Affiliate, Experian Information Solutions, Inc., in order to produce an address append deliverable. Reasonable commercial efforts will be used by Experian Information Solutions, Inc. to retrieve an Individual's name and/or address. In some instances, multiple matches will be returned where Client is held solely responsible for identifying the best matched record to use. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the

Data Breach

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