

# FROM THE OFFICE OF MICHAEL TOMREN

April 25, 2013

John Doe  
123 Any Street  
Anytown, CA 45678

We are writing to inform you about a recent incident that may have involved personal information about you. We recently discovered that, between February 21 and March 6, 2013, a server containing information about you was accessed by an unauthorized third party. We deeply regret that this incident occurred and take very seriously the security of personal information.

We began investigating the incident as soon as we learned of it. The forensic examiners found spamming software was loaded onto the machine in a failed attempt to send out “junk” spam emails, however, we have been unable to determine whether the unauthorized party accessed any personal information relating to you. Nonetheless, the server did contain your name, Social Security number, driver’s license information and your FSC broker account number. At no time was there ever any access to your actual accounts and holdings with our firm. We have reviewed the daily transaction reports and we have found no irregularities. We have examined and will continue examining the measures we can take to help prevent incidents of this kind in the future. For example, we have upgraded the firewall, changed all passwords, deleted certain applications and hired forensic examiners to ensure the system is and will be free of threats.

We recommend that you closely review the information provided in this letter for some steps that you may take to protect yourself against any potential misuse of your personal information.

As a precaution, **we have arranged for you to receive identity protection from AllClear ID at no cost to you.**

AllClear ID offers Credit Monitoring that delivers secure, actionable Credit Alerts to you by phone.

AllClearID Protection also includes \$1,000,000.00 Identity Theft Insurance Coverage and AllClear ID Fraud Resolution Services. The AllClear ID service will be valid for 2 years from the date you register.

**You must register with AllClear ID by July 31, 2013 to receive this complimentary identity protection service.** You will need to provide the following redemption code **1299937118**. You may register online at [www.enroll.allclearid.com](http://www.enroll.allclearid.com) or by mail using the enclosed mail-in registration form, or by phone by calling 866-979-2595. Please note that additional action after registration may be required by you in order to activate your phone alerts and monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log-in to your account. Please see the enclosure to learn more about AllClear ID.

You should remain vigilant for incidents of fraud and identity theft, including by regularly reviewing your account statements and monitoring free credit reports. If you discover any suspicious or unusual activity on your account statements, be sure to report it immediately to your financial institutions. In addition, you may contact the Federal Trade Commission (“FTC”) or law enforcement to report incidents of

CANDI JONES  
REGISTERED PRINCIPAL

MICHAEL TOMREN  
FINANCIAL PLANNER  
CA INSURANCE LICENSE OC98855

FIROZ KAMDAR  
REGISTERED PRINCIPAL

2410 CAMINO RAMON, SUITE 225, SAN RAMON, CA 94583 • O: (925) 830-1700 // (800) 480-8740 • F: (925) 380-6555

SECURITIES AND INVESTMENT ADVISORY SERVICES OFFERED THROUGH FSC SECURITIES CORPORATION, MEMBER FINRA/SIPC. TOMREN WEALTH MANAGEMENT IS NOT AFFILIATED WITH FSC SECURITIES CORPORATION OR REGISTERED AS A BROKER-DEALER OR INVESTMENT ADVISOR. THE RETIREMENT GROUP IS NOT AFFILIATED WITH FSC SECURITIES CORPORATION OR REGISTERED AS A BROKER-DEALER.

identity theft or to learn about steps you can take to protect yourself from identity theft. To learn more, you can go to the FTC's Web site, at <http://www.ftc.gov/idtheft/>, or call the FTC, at (877) IDTHEFT (438-4338).

You may also periodically obtain credit reports from each nationwide credit reporting agency. If you discover information on your credit report arising from a fraudulent transaction, you should request that the credit reporting agency delete that information from your file. In addition, under federal law, you are entitled to one free copy of your credit report every 12 months from each of the three nationwide credit reporting agencies. You may obtain a free copy of your credit report by going to [www.AnnualCreditReport.com](http://www.AnnualCreditReport.com) or by calling (877) 322-8228. You may contact the nationwide credit reporting agencies at:

Equifax  
(800) 525-6285  
P.O. Box 740241  
Atlanta, GA 30374-0241  
[www.equifax.com](http://www.equifax.com)

Experian  
(888) 397-3742  
P.O. Box 9532  
Allen, TX 75013  
[www.experian.com](http://www.experian.com)

TransUnion  
(800) 680-7289  
Fraud Victim Assistance Division  
P.O. Box 6790  
Fullerton, CA 92834-6790  
[www.transunion.com](http://www.transunion.com).

In addition, you can add a fraud alert to your credit report file to help protect your credit information. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you, but it also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide credit reporting agencies listed above. As soon as that agency processes your fraud alert, it will notify the other two agencies, which then must also place fraud alerts in your file. In addition, you may contact the nationwide credit reporting agencies regarding if and how you may place a security freeze on your credit report to prohibit a credit reporting agency from releasing information from your credit report without your prior written authorization.

Please know that we regret any inconvenience or concern this incident may cause you. Be assured that we take very seriously the security of your information. Please do not hesitate to contact us at (925) 830-1700 if you have any questions or concerns.

Sincerely,



Michael Tomren  
Financial Planner

*IF YOU ARE A NORTH CAROLINA RESIDENT:* You may obtain information about preventing identity theft from the FTC or the North Carolina Attorney General's Office. These offices can be reached at:

Federal Trade Commission  
Consumer Response Center  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
(877) IDTHEFT (438-4338)  
<http://www.ftc.gov/idtheft/>

North Carolina Department of Justice  
Attorney General Roy Cooper  
9001 Mail Service Center  
Raleigh, NC 27699-9001  
(877) 566-7226  
<http://www.ncdoj.com>



## Register for AllClear ID Protection

ALLCLEAR ID CORPORATE ADDRESS  
823 CONGRESS AVE, SUITE 300 – AUSTIN, TX 78701

ALLCLEAR ID MAIL PROCESSING CENTER  
PO BOX 3356 – SUWANEE, GA 30024-9847

To register by mail, complete this form and mail to **AllClear ID** at the address above.

You do not need to complete this form if you register online at [enroll.allclearid.com](http://enroll.allclearid.com) or by phone at (866) 979-2595.

### INSTRUCTIONS:

- **Fill in your personal information.** All fields are required unless specified otherwise. Please provide at least one phone number.
- **To register additional family members,** please use a separate form. **To register a minor** under 18 years old, please provide information for the parent or legal guardian. Correspondence concerning a minor will be addressed to the parent or legal guardian.
- If you have an **AllClear ID** Redemption Code or Promotion Code, enter it at the top of the Registrant Personal Information Section. Please **PRINT CLEARLY** in **BLACK INK** within the boxes.

Shade the bubbles completely. Correct: ● Incorrect: x ✓

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### REGISTRANT PERSONAL INFORMATION

#### AllClear ID REDEMPTION CODE

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FIRST NAME

MIDDLE LAST NAME

SUFFIX

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RESIDENCE ADDRESS LINE 1

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RESIDENCE ADDRESS LINE 2 (Optional)

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CITY

STATE ZIP

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MOBILE PHONE NUMBER

HOME PHONE NUMBER

WORK PHONE NUMBER

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EMAIL ADDRESS (For Online Account Access)

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GENDER

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER (Required)

MALE

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FEMALE

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### PARENT/ LEGAL GUARDIAN INFORMATION (If Registering a Minor)

FIRST NAME

MIDDLE LAST NAME

SUFFIX

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MOBILE PHONE NUMBER

HOME PHONE NUMBER

WORK PHONE NUMBER

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EMAIL ADDRESS (For Online Account Access)

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GENDER

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER (Required)

MALE

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FEMALE

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By registering for AllClear ID, I agree to the AllClear ID End User License Agreement (enclosed) and I authorize AllClear ID, who provides Identity Theft Protection, and its service providers to obtain and monitor my own credit information from credit reporting agencies and send this information to me alone for my own use. I certify that I am the parent/legal guardian of any children that I register for the AllClear ID service. Please note that additional action after registration may be required by you in order to activate your phone alerts and monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log-in to activate these features.

Under federal law, you have the right to receive a free copy of your credit report once every twelve months from each of the three national consumer reporting agencies. To request your free annual report under that law, visit [www.annualcreditreport.com](http://www.annualcreditreport.com) or call (877) 322-8228.

## End User Services Agreement

This agreement ("Agreement") is made by & between AllClear ID, Inc., formerly "Debix" ("AllClear ID"), having an address of 823 Congress Avenue, Ste. 300, Austin, TX 78701, & you ("you"). As of the date you register for or enroll in the Service, the parties agree as follows:

**1. Definitions.** The "Service" means the Premium Service and/or the Basic Service, for which you enroll, as the case may be, determined in accordance with your registration & the terms hereof. The "Premium Service" is one of the following, depending on your election at registration: (i) AllClear ID Pro (ii) AllClear ID Plus (iii) AllClear ID Guarantee. A Premium Service may include a Service that a third party is purchasing for you on your behalf, i.e. it may be free to you but still a Premium Service. The "Basic Service" is AllClear ID Basic and is provided at no cost. References to the Service include any use you make of the interface available at [www.debix.com](http://www.debix.com) or [www.allclearid.com](http://www.allclearid.com) (collectively, the "Site").

**2. Provision of the Service.** AllClear ID will provide you with the Service you elected at registration subject to the terms and conditions of this Agreement. A detailed description of the Service for which you are registered can be found in your profile which may be accessed by logging into the Site. **Term & Termination Re: Basic Service.** Your subscription to the Basic Service commences upon your registration, covers identity theft events occurring after registration, & terminates upon the earlier of (i) AllClear ID's notification to you of its discontinuance of the Basic Service offering, (ii) AllClear ID's election to terminate your Basic Service if you do not opt-in at the end of the then-current subscription period, or (iii) your election to terminate your subscription to the Basic Service, each of which may occur at any time.

**3. Subscription Fee.** The subscription fee for the Premium Service, if applicable, will be billed at the retail price currently in effect, at a previously approved & agreed-upon pricing, or in accordance with the applicable promotion code on the Site & according to the terms described herein. If you have questions regarding your fee, please contact customer service toll free at the applicable phone number listed above. AllClear ID will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service (if any) for which you have registered in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, AllClear ID will refund payment for only any full, unused months. If someone has paid on your behalf and you cancel, you will not receive a refund.

**4. Free Trial.** If you receive a Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are subscribing to a Premium Service on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that AllClear ID is authorized to charge you a monthly subscription fee for such Premium Service at the current rate to the payment method you provided during registration. You must provide a valid payment method to enroll in any free trial. AllClear ID will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel prior to the end of the free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. **If you cancel prior to the end of your free trial period, there will be no charges to your payment method.**

**5. Scope of Coverage; Term & Termination of Premium Service.** If you are a subscriber to a Premium Service, your subscription to such Premium Service commences upon your registration. Additional action may be required by you after registration in order to activate your phone alerts and monitoring options. Failure to activate or use an available feature of the Service does not affect the cost of the Service. The Premium Service covers identity theft events discovered after registration. If a third party has procured the Premium Service on your behalf, your subscription to the Premium Service will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you are subscribing to a Premium Service on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, AllClear ID may convert you to the Basic Service for one (1) year, subject to the terms & conditions applicable to the Basic Service as set forth herein. If you transfer from one Service to another, the terms and description of such newly elected Service will apply. In the event that you elect to transfer to a new Service, you will forfeit any remaining entitlement in your previous Service. Notwithstanding the foregoing, if you are affected by two separate incidents from the same source company, your newly elected Service will continue after the term of your previous Service, with no forfeiture.

**6. Restrictions.** You will use any Service only for your benefit & for its intended purpose. You will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any AllClear ID notices or markings, or add any other notices or markings within the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide AllClear ID with detailed information regarding any such activity.

**7. Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & all Feedback & all intellectual property rights embodied therein are & will remain AllClear ID's exclusive property. You will take all reasonable actions to perfect such ownership, including without limitation executing instruments of assignment. AllClear ID reserves all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains AllClear ID proprietary & confidential information. You will hold such information in confidence & not use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("Feedback"), except to the extent set forth in our Privacy Policy you hereby assign all right, title, & interest therein to AllClear ID. If such assignment is ineffective, you agree to grant to AllClear ID a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.

**8. Support.** In connection with the Service, AllClear ID will provide the support specified on the Site from time to time.

**9. Disclaimer of Warranties.** ALL SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, & ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. ALLCLEAR ID DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. ALLCLEAR ID DOES NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.

**10. Authorization.** You authorize AllClear ID & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If AllClear ID is unable to process the credit monitoring request, AllClear ID will make a reasonable effort to contact you. You certify that you have the express consent of all adults that you register to submit their information to AllClear ID with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register for the Service has read & accepted the terms & conditions of this Agreement and authorizes AllClear ID, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & send this information to him or her alone for his or her own use. You agree that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act. You certify that you are the parent/legal guardian of any and all children that you register for the Service. Information that AllClear ID collects from you will be treated in accordance with the AllClear ID Privacy Policy: <https://www.allclearid.com/legal/privacy-policy>.

**11. Limitation of Liability.** ALLCLEAR ID WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLCLEAR ID SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH ALLCLEAR ID WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations & exclusions in Sections 11 & 13 are held unenforceable, warranties will be disclaimed, & AllClear ID's liability will be limited to the greatest extent permitted under applicable law.

**12. Compliance with Law.** You warrant that in using the Service, you will comply with all applicable laws, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, AllClear ID from any third party claim against AllClear ID arising from your failure to comply with this Agreement.

**13. Termination Procedure.** AllClear ID may require reasonable identification verification before completing any request to terminate the Agreement or to cancel the Service.

**14. General.** Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to AllClear ID, the address set forth above or at [support@allclearid.com](mailto:support@allclearid.com) & (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice in accordance with this provision. It is your responsibility to keep your contact information up to date. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of Texas, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, & to the fullest extent permitted under applicable law, you consent to the same as the exclusive jurisdiction for claims arising hereunder & waive any objection to venue of such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without written consent by AllClear ID. AllClear ID may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by AllClear ID. Certain businesses not affiliated with AllClear ID may display the AllClear ID or AllClear Guarantee logo and offer access to the AllClear ID service. Such use or offers should not be construed, in any respect, as an endorsement or guarantee by AllClear ID of the security practices of such businesses. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 - 14, which survive.



[www.Enroll.AllClearID.com](http://www.Enroll.AllClearID.com)

## DON'T WAIT. SIGN-UP NOW FOR YOUR COMPLIMENTARY IDENTITY PROTECTION.

AllClear ID provides advanced and effective identity theft protection to help safeguard your personal information. AllClear ID protection gives you the ability to respond to threats to your identity faster by delivering secure phone alerts that enables you to take immediate action if you suspect your identity is at risk.

### Three Easy Ways to Enroll:

Have questions? Call (866) 979-2595

**Online:** Visit [enroll.allclearid.com](http://enroll.allclearid.com)

**By Phone:** Call (866) 979-2595 Mon. – Sat., 8am–8pm Central Time

**By Mail:** Use form included in letter

### Complete identity protection from AllClear ID includes:

- **Credit Monitoring:** Monitors credit activity and sends alerts when banks and creditors use your identity to open new accounts\*
- **Fraud Detection:** Monitors thousands of sources for stolen and compromised data
- **Fast & Secure Alerts by Phone:** Delivers quick, secure, detailed alerts if your personal information is threatened, so you can take fast action to protect your identity
- **Live AllClear™ Investigators:** When you receive a secure phone alert and suspect fraud, press the star key to be connected to an investigator dedicated to your case
- **Identity Repair:** Award-winning AllClear Investigators work to fully restore your identity
- **\$1,000,000 Identity Theft Insurance:** Covers certain financial losses related to recovering your identity
- **Lost Wallet Protection:** AllClear Investigators help cancel and replace credit and debit cards if your wallet is lost or stolen
- **Long-term Coverage:** Identity repair provided after the initial service period ends
- **ChildScan:** Detects & repairs identify theft for minors under 18 years old

\* Please Note: Additional action after registration may be required by you in order to activate your phone alerts and monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log-in to activate these features.

AllClear ID was awarded 5 Stevie Awards for outstanding customer service



AllClear ID is rated A+ by the Better Business Bureau

