

## **Identity Management Membership Terms and Conditions**

Effective Date: June 2015

AMT Consumer Services, Inc., d/b/a AmTrust Solutions, ("AMT") provides the Identity Management Membership ("Membership") subject to these terms and conditions (the "Terms"). For the purposes of these Terms, "you" or "your" refers to the primary member or, if the Membership include submemberships for other adult members of the primary member's household such as a spouse or adult child, the sub-member. The Terms describe how we provide Identity Management features and benefits (the "Services) and how you may use those Services, so please read them carefully. The Services are described in the section called "Identity Management Services". The Terms also govern your use of the specific website that corresponds with your membership package. ("Website"), and/or your use of the Identity Theft Insurance ("Insurance"). A copy of the Insurance policy's Summary Description of Benefits can be found below and on your membership website.. Your use of the Services, the Website and/or the Insurance constitutes your acceptance of the terms of these terms. In order to use many of the Identity Management Services, you must be an individual over eighteen years of age and a resident of the United States. You must also have a valid US social security number to use certain benefits. By using your Membership you agree that you meet these qualifications. You also agree that you will use the Services for your personal use only and you will not input or attempt to access personal information of others. The only exception to the preceding is if you have a household plan, in which case you may have access to data related to one or more minor (individuals under the age of 18) living in your household who are your dependents.

IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT WISH TO BE A MEMBER, YOU MUST NOT ENROLL IN THE MEMBERSHIP OR USE THE SERVICES OR THE WEBSITE. IF YOU HAVE ENROLLED AND WISH TO TERMINATE YOUR MEMBERSHIP, YOU MUST CALL 1- 855-863-3345.

AMT may change the Terms and its Privacy Policy from time to time. AMT will notify you of these changes on the Website. Your continued use of the Services the Website will indicate your acceptance of the changes.

### 1. WHO MAY USE

You may use the Membership only for personal, non-commercial purposes. Any information you provide to us must be accurate current, and complete. You may not use the Services for any illegal purpose, and you must abide by all applicable local, state, and national laws and regulations when using the Services. You may not use the Services to obtain information about or make decisions about anyone but yourself (or your dependents under the age of 18, if you have purchased a family plan). The Services may not be used for commercial purposes. You agree that you will use the Services for your personal use only, to identify errors, to protect against or prevent actual fraud, unauthorized transactions or other potential fraudulent activity, claims or liabilities. You are solely responsible for your use of the Services and anything you do in reliance on the Services. We do not provide the Services, or any advice or assistance, for the purpose of repairing or improving your credit report, credit history or credit rating or score.



#### 2. ONLINE REQUIREMENTS

In order for you to use your Membership, you must have a valid email address and internet access via a compatible browser. By using the Services, you are agreeing to receive notifications via email at the email address on file with AMT. If you change your email address, you must update your Membership account online with your new email address. In the event AMT is unable to deliver email messages to you after multiple attempts due reasons beyond our control (for example your email box becomes full, your email provider sends our communications to a SPAM folder or uses a "safe sender" process), AMT may cancel your Membership. Please note that if you become unable to receive these communications by email, the Website and all of the features of your Membership will still be available to you at any time by simply logging in. In the event that you 1) fail to complete online set-up; 2) fail to update your email address on file with AMT; or, if applicable, 3) refuse to receive email from us, and thus AMT is unable to deliver email messages to you, you nonetheless understand and agree that the Membership will be continue to be billed fulfilled at the price agreed until cancelled by you or AMT..

### 3. YOUR INFORMATION

While enrolling in the Membership, we will ask you for the following types of information: contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth, driver's license number and social security number); household information (such as names of minor dependents you wish the Services to cover, if included) and financial information (such as credit card number). Depending in the type of Membership you purchased, this information may be required in order to verify your identity, charge you the Membership fees, and to provide our Services to you. In some cases we will provide your information to third parties as necessary to deliver the Services. These third parties may include identification verification companies, subscriber reporting agencies, payment validation companies, law enforcement agencies, or others. Please read our Privacy Policy for more information.

# 4. AMT'S RIGHT TO TERMINATE

AMT may terminate any Membership without notice effective as of the end of a term, or, with respect to monthly-billed Memberships, at the end of any monthly period. In that case, AMT will stop billing your Membership fees and your Services will be terminated. If AMT determines, in its sole discretion, that your Membership has been obtained or used fraudulently, is being used for illegal purposes, or is otherwise being abused or used in way AMT did not intend it to be used, AMT may terminate your Membership without notice prior to the end of a term. You may purchase and maintain one membership for yourself and members of your household. Except for the purchase of household Memberships that include sub-memberships, attempts to obtain multiple Memberships concurrently and/or in succession may result in termination of your membership(s) by AMT and/or refusal by AMT to sell additional Memberships to you in the future.

#### 5. MEMBERSHIP FEE



Your Membership fee was established at the time of your enrollment and appears in the welcome email. Your Membership fee will be electronically debited from your checking account, or billed to the credit or debit card account you authorized for billing when you enrolled. If you authorized billing through a payment process other than a credit card (through your service invoice, mortgage payment, payroll deduction, for example) billing will continue through that payment process. If AMT is unable to bill through the authorized account, your Membership may be terminated unless you provide us with a valid alternate payment method. Your Membership fee is subject to increase; however, annual and multi-year term Membership fees may increase only at the beginning of a new term. AMT will provide you with advance notice and opportunity to cancel prior to the implementation of any increase in Membership fees. Your Membership may include opportunities to purchase, at your option, additional services. Such purchases will be billed separately from the Membership fee and will require you to authorize payment at the time of purchase. Details of such offers may be viewed on the Website. Purchases of additional credit reports and or scores are nonrefundable.

#### 6. YOUR RIGHT TO CANCEL

You have the right to cancel this Membership at any time. Cancellation requests must be communicated to AMT at the Member Services Contact Information at the end of the Terms. If a trial period was provided as a part of your product offer you, can cancel your Membership during this initial trial period, any Membership fee you paid will be refunded. AMT will not provide refunds of Membership fees other than in the situation just described or as required by applicable law.

# a. Annually-Billed Memberships

If you have a Membership that is billed annually, you may cancel within 60 days of the date on which AMT processes the Membership fee and receive a refund of the Membership fee billed for that one-year term. This processing date will be the date associated with the Identity Management line item on the monthly statement of the account you used to pay for your Membership. Refunds are not available for cancellations that are requested after this 60-day refund period. AMT will, however, continue to provide the Services for the remainder of the Membership term if the cancellation request is received after the 60-day refund period.

## b. Monthly-Billed or Biweekly-Billed Memberships

If you have a continuous-term Membership that is billed monthly or biweekly, you may cancel during the first 30 days following enrollment and receive a refund or credit of any fee you have paid. If you cancel after the first 30 days following enrollment, your Membership benefits will continue through the remainder of your Membership month or biweekly period, and you will have no further obligation to pay; Membership fee billings processed before your cancellation request may still appear on subsequent statements.

## 7. AUTOMATIC RENEWAL/CONTINUOUS BILLING



Your Membership will automatically continue and bill unless you notify AMT, at the Identity Management Member Services address or telephone number listed below, that you wish to terminate the Membership. Annually-billed Memberships automatically renew on the anniversary of your enrollment.

#### 8. CHANGE IN MEMBERSHIP TERMS

Subject to applicable law, AMT reserves the right to add, change or terminate any Identity Management Membership term, condition or Service without individual notice to members. AMT will provide timely notice of such changes on the Website.

## 9. CHANGE OF ADDRESS

If there are changes to your personal information, including name, address, email, telephone number or billing-account number, please contact AMT to provide updated information.

#### 10. NOTICE OF PROSECUTION

Access to and use of password-protected and/or secure areas of the Website is restricted to members accessing and using their own Membership information and authorized AMT personnel or agents. Individuals attempting to access these areas of the Website without authorization may be subjected to prosecution. Failure to comply with the Fair Credit Reporting Act ("FCRA") may result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

## 11. PRIVACY POLICY

By enrolling in the Membership, you acknowledge receipt of our Privacy Policy and agree to its terms. To review our Privacy Policy please visit, the specific website that corresponds with your membership which is provided in your welcome email communication.

### 12. NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY

AMT provides the Services to members for informational purposes only and DISCLAIMS ANY AND ALL WARRANTIES, including, without limitation, all WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with respect to benefit components provided by AMT directly and through third party providers. AMT assumes no responsibility for indirect, special or consequential damages incurred in connection with the member's enrollment in, or use of, the Membership. AMT's sole liability to you for any claim arising under or related to a Membership will be limited to a refund of your Membership fees.

## 13. DISPUTE RESOLUTION BY BINDING ARBITRATION

THE FOLLOWING SECTION IS APPLICABLE TO RESIDENTS OF THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES); EXCEPT WHERE PROHIBITED OR OTHERWISE MODIFIED BY LAW.



Please read this arbitration agreement ("Provision") carefully. It affects your rights.

As used in this Provision, "You" and "Your" means the purchaser of the Membership, and all of their assignees and representatives. And, "We" and "Us" shall mean the party or parties obligated to provide service under this Membership and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Most customer concerns can be quickly and satisfactorily resolved by calling the Member Services at 1-855-863-3345. In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and it is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court, including attorneys' fees. Any arbitration related to this Membership will take place on an individual basis; class arbitrations and class actions are not permitted.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (a) Claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (b) Claims that arose before this or any prior Membership (including, but not limited to, Claims relating to marketing); (c) Claims that are the subject of purported class action litigation; and (d) Claims that may arise after the termination of Your Membership (subsections a-d are collectively referred to as "Claims"). This Agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by you purchasing the Membership and Us providing the Membership, subject to the Terms, You and We are each waiving the right to a trial by jury or to participate in a class action. Your purchase of the Membership evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Provision. This Provision shall survive termination of the Membership and the Terms.

A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: ATTN: DISPUTES-LEGAL DEPT., AMT Consumer Services, Inc., P.O. Box 47900, Plymouth, MN 55447 ("Notice Address"). The Notice must (a) describe the nature and basis of the Claim or dispute; and (b) set forth the specific relief sought ("Demand"). If You and We do not reach an agreement to resolve the Claim within 30 days after Notice is received, You or We may commence an arbitration proceeding in your county of residence (unless You and We agree on an alternative location). The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800)



778-7879 or visiting www.adr.org. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Moreover, for any non-frivolous Claim that does not exceed \$75,000, We will pay all costs of arbitration. If Your Demand, exceeds \$75,000, the filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. If you reject Administrator's last written settlement offer made before the arbitrator was appointed ("Administrator's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Administrator's last written offer, Administrator will: (i) pay the greater of the award or \$1,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.

The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND that this Provision means that You give up Your right to go to a court of general jurisdiction on any Claim covered by this Provision. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. In the event this Provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. If this Provision is found to be unenforceable, then the entirety of this Provision shall be null and voidable.

## 14. MEMBER SERVICES CONTACT INFORMATION

Please write to us or call us using the following information:

**Identity Management** 

**ATTN: Member Services** 

P.O. Box 47900

Plymouth, MN 55447

Telephone: 1- **855-863-3345** 

To contact us via email myamtidentity@amtrustsolutions.com

#### 15. MISCELLANEOUS

These Terms are the entire agreement between you and AMT pertaining to the Membership, and any other written or oral agreements existing between us are null and void. By using the Services you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Minnesota, without



regard to principles of conflict of laws, will govern these terms and any dispute of any sort that might arise between you and AMT. If any portion of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible. Any rights not expressly granted herein are reserved. You represent that you have read these Terms and AMT's Privacy Statement, understand their terms, and agree and intend to be legally bound by them. You acknowledge that, in providing you access to and use of the Site and your Membership, AMT has relied on your agreement to be bound by these Terms.

#### **16. ADDITIONAL DISCLOSURES**

FCRA Disclosures: Some of the Services include access to information related to your consumer credit report.

You understand and agree that by using the credit-related Services you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for AMT and its third party data sources and service providers (each referred to herein as a "Provider") to obtain information from your personal credit profile from Experian or any other credit reporting agency and to obtain information from the personal credit profile, if any, of any minor child whom you have enrolled. You authorize AMT, each Provider and any of the credit reporting agencies to access your credit profile (and those of any minor children whom you have enrolled), to verify your identity (or those of any minor children whom you have enrolled), and to provide credit monitoring, credit reporting, credit scoring, identity monitoring, fraud resolution and card registry products. You also authorize AMT, each Provider and any of the credit reporting agencies to access your credit profile (or those of any minor children whom you have enrolled) to perform other functions related to providing the Services or information that you have ordered or may order, including to verify your identity or any certification that you may be required to make.

The FCRA allows you to obtain from each credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through our Website are not intended to constitute the disclosure of information by a credit reporting agency as required by the FCRA or similar laws.

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past sixty (60) days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the sixty (60) day period beginning on the day you make the certification



- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from AMT to dispute inaccurate or incomplete information in your credit file or to receive a copy of your consumer disclosure. The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian®, Equifax®, and TransUnion®) once every twelve (12) months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the three national credit reporting companies that are available from AMT may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com, or call 877-322-8228. AMT's Products are not related to the free FCRA disclosure that you are or may be entitled to.

Some of the Services include assistance in the case of lost, stolen or unauthorized use of credit or debit cards or accounts. Under federal law, your liability for fraudulent charges on credit cards is limited to \$50 and on debit and cash machine cards is between \$50 and \$500 depending on when you notify the card issuer of the loss. On U.S.-issued Visa and Master Card cards, your liability is zero when you promptly notify the bank. Please see your issuer's terms and conditions for specific details. If you purchased your Membership through an offer from the issuer of your credit or debit card, please note that the purchase or renewal of your Membership is not required to obtain or retain your credit cards, debit cards or ATM cards.

# **Identity Management Services**

Not all versions of your product include the same Services. Please consult your welcome email for a full list of included Membership features. If you would like a new copy of your initial welcome email please do not hesitate to call us. If you are already a member, log in to the Website for a full listing of your Membership features and benefits. Your specific Membership may include some or all of the Services listed below.

## **Alerts Services.**

Some or all of the alerts, based on the member's benefit bundle, may be sent as described below. Note that the Alert Services are available only if you have a valid, functioning email address and have provided it to AMT for use with your Membership. This feature will send you an email "alert" if (i) certain changes are detected on your bureau credit report or score benefit maintained by TransUnion®, Experian® and/or Equifax®; (ii) when the cyber monitoring feature (where applicable) detects your Social Security number, debit card number, or credit card number on the being potentially misused on the internet; or (iii) when the Unites States Postal Service® receives a request for a change of your residential address, (iv) when the sex offender registry feature detects a registered sex offender



living within your zip code on file, (v) when the court record monitoring detects a criminal incident is reported in the court system with your identity, (vi) when the Fraudulent Payday Loan feature detects a Payday or quick-cash loans taken out in your name which does not require a Social Security number or credit inquiry to complete, (vii) when the new account opening benefit detects your identity used in new credit card and bank account applications, changes are made to your personal information in your bank accounts or a new signer is added to an existing account, (viii) when the social monitoring feature detects privacy and reputation risks associated with your social network accounts including, or (ix) when the child credit monitoring detects the creation of a credit file associated with their social security number and includes cyber monitoring alerts.

Credit Monitoring. This feature monitors your credit file for certain key changes. AMT will facilitate your enrollment in the Transunion ® credit monitoring program. In the event that you order a Membership that includes three-bureau credit monitoring or quarterly credit monitoring, AMT will facilitate your enrollment in the monitoring programs provided by TransUnion, ® Experian ® and Equifax ® and CoreLogic Credco. You will only receive alerts for key changes made to the credit files at the bureaus with which you are enrolled. If you are not enrolled in credit monitoring at a particular credit bureau, you will not receive alerts to changes on files maintained by that bureau.

Cyber Monitoring Alerts. This feature scans the Internet for your personal information that was provided upon enrollment. To increase scanning effectiveness, you should provide additional personal information in the Website member center. You may add up to five (5) debit or credit cards, two (2) additional phone numbers, two (2) email addresses, five (5) bank account numbers, two (2) medical ID numbers, and a driver's license number, retail card numbers (10). You must provide us with the information that you would like for us to monitor and scan on the internet. We will send you an alert by email if your information is detected. The Cyber Monitoring feature is provided by AMT and a third party vendor. Because the quantity of information available on the internet is very large and constantly changing, neither AMT nor its vendor guarantees that the Cyber Monitoring Service will detect all improper use of your information. United States Postal Service ®

**Change of Address Monitoring and Alerts**. This feature checks for changes against your registered mailing address and sends email alerts to you if an address change has been detected.

**Social Security Number Trace**. This Service searches for your name, aliases, addresses and date-of-birth, in connection with the social security number on file with your Membership. We will alert you if we find a different name, address or date-of-birth associated with your social security number in the publically available databases we search.

**Child Credit Monitoring**. This service alerts you when fraudulent names, aliases and addresses become associated with your child's SSN, in addition to monitoring the dark web for his or her information. This service is only for children under the age of 18 years of age. Once your child becomes 18 years old, monitoring of that child's information will cease. The child may, however, be eligible for their own submembership under your Membership. Please call Membership Services to inquire.



**Court Record Monitoring**. This service tracks municipal court systems and alerts you if a criminal act is committed under your name in real time. It also collects current data at the state and county level.

**Sex Offender Proximity Monitoring**. This service provides a report of all registered sex offenders living within a defined radius of your zip code, and alerts you when a new sex offender moves in. It also notifies you if a sex offender fraudulently registers using your identity elements.

**Fraudulent Payday Loan Monitoring**. This service provides payday loan-monitoring which tracks fraudulent loans associated with your identity.

**New Credit Application Monitoring.** This service will notify you if your identity is used for new credit card and bank account applications, changes are made to your personal information in your bank accounts or a new signer is added to an existing account.

**Social Monitoring**. This service provides alerts for privacy and reputation risks associated with your social network accounts.

Credit Report and Score. If your plan includes credit reports, you will have access to a single-bureau or tri-bureau credit report, when you log onto the Website for the first time. Depending on your plan, your Credit Report may include a credit score within the report. Once you access that report, it will remain accessible on the Website, but will only be updated once every 12 months from the time you first accessed it. Members who have a single bureau report may have access, depending on their plan, to an additional tri-bureau report. Additional credit reports may be available for purchase on an a la carte basis.

**Credit Score Tracker**. This feature permits you to view your single-bureau credit score on the Website. It is updated monthly, and a chart will depict the month-to-month changes to your score. You will receive a reminder via email when a new credit score is ready to view.

Lost Wallet. This feature allows you to contact Member Consumer Services and work with our certified fraud resolution agents in the event that your purse or wallet, and the personal identification information inside, becomes lost or stolen. Our fraud resolution agents will assist you in determining which cards are missing and, if needed, will pull your credit report to determine which cards may be affected by the loss or theft. Our agents work with you to cancel the cards and get new cards re-issued in your name. In some cases, the card issuer may not allow our fraud resolution agents to cancel and reissue your credit or debit cards without you on the call.

**Fraud Resolution Assistance**. There are certain steps you must follow in order to obtain assistance from a Certified Fraud Resolution Agent. These steps include contacting Consumer Services at **1-855-863-3345**. Additional information about requesting fraud resolution assistance can also be found in the Education Center of the Website. If you contact us regarding fraud resolution, you are agreeing to permit AMT and any Provider to order a copy of your credit report for the purpose of assisting you.



"Identity theft" means that your name, address, Social Security number, credit card number, debit card number or other personal identifying information was stolen or was used without your knowledge or approval to commit fraud or other crimes.

THE FRAUD RESOLUTION FEATURE IS DESIGNED TO HELP YOU IN CONNECTION WITH RESOLUTION OF AN IDENTITY THEFT. THIS SERVICE IS PROVIDED TO ASSIST WITH RESOLUTION AND IS SPEARATE FROM ANY AND ALL PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONAL IDENTIFYING INFORMATION. AMT'S FRAUD RESOLUTION ASSISTANCE DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT OR FRAUD, AND IS NOT A CREDIT REPAIR SERVICE

AMT may request that you provide additional evidence of the unauthorized transaction, Identity Theft or other facts related to your fraud resolution assistance request, including signed affidavits, law enforcement or government agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, AMT reserves the right to refuse any fraud resolution assistance request or provide any fraud resolution assistance in the event you fail or refuse to provide us with any requested additional evidence.

**Identity Theft Insurance**. Some Identity Management Memberships include identity theft insurance coverage. Please refer to the Summary Description of Benefits on the Website for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. If your identity has been stolen and you would like to make an ID Theft insurance claim, you may obtain a claim submission form by calling 1-855-863-3345.

## **Privacy Policy.**

To the extent Gramm-Leach-Bliley Act, 15 U.S.C. 6802 (the "GLB Act") may apply to our services, this Privacy Policy shall serve as your initial "Privacy Notice" as defined under the GLB Act. This Privacy Policy sets out the privacy principles that we follow with respect to processing personal information in the course of providing our products and services. We will only collect, use and disclose personal information in a manner consistent with the laws of the countries in which we operate. By using this

Program, you consent to the data practices described in this Privacy Policy.

## 1. INTRODUCTION

This Privacy Policy applies to all personal data provided to AMT Consumer Services, Inc., d/b/a AmTrust Solutions, ("AMT") from subscribers applying to use our services.

### 2. WHAT INFORMATION DO WE COLLECT AND WHY?



We may collect personal information from which you can be identified, such as your name, date of birth, postal and e-mail address, phone number, national identifier or social security number (as applicable) and credit card details. We will use this data to access and monitor various data sets that you request us to monitor as part of your identity protection service and for the prevention and detection of fraud. When you close your account, we may continue to share information about you according to our legal and regulatory requirements.

We will use the information you provide us solely for the purpose of providing you with the products and services you have requested and for administering our relationship with you, internal business purposes, our product or service development and/or statistical analysis.

## 3. DO WE DISCLOSE OR SHARE YOUR INFORMATION?

We will share your personal information with third parties only in the ways that are described in this Privacy Policy. We do not sell your personal information to, or share such personal information with, third parties for their promotional use or for marketing purposes. In order for us to provide you with our identity protection service and for the prevention and detection of fraud, we will share your personal information with third parties who perform services on our behalf.

Depending on the service you have requested, we may share your name, e-mail address, national identifier or social security number (as applicable), income, account balances, payment history and credit history with credit bureaus. We will also share your billing information with a credit card processing company in order to bill you for goods and services. These companies are authorized to use your personal information only as necessary to provide these services to us. As may be required by law, we may also disclose your personal information, such as to comply with a subpoena, or similar legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

In addition, in the event of a merger, acquisition, or any form of sale of some or all of our assets to a third party, we may also disclose your personal information to the third parties concerned or their professional advisors. In the event of such a transaction, the personal information held by AMT will be among the assets transferred to the buyer.

## 4. IS YOUR INFORMATION SECURE?

We have appropriate physical, technical and organizational measures in place to protect your data when held by AMT that comply with relevant legal and best practice requirements. When you enter sensitive information (such as a credit card or social security number) as part of the enrollment process, we encrypt the transmission of that information using secure socket layer technology (SSL). When you submit information to AMT through our web site, you should be aware that your information is transmitted across the Internet and that no method of transmission over the Internet is 100% secure. Although we take reasonable security measures to protect your information when we receive it, you also need to ensure you take appropriate steps to protect your information.



#### 5. WILL WE SEND YOU OFFERS OF OTHER AMT PRODUCTS AND SERVICES?

Our range of identity protection products and services is constantly evolving to match the increasingly sophisticated market in which we operate. We will not send you details of other AMT products or services or those of any reputable third parties without your prior consent and you can change your mind at any time by contacting us. If you no longer wish to receive our promotional communications, you may opt-out of receiving them by following the instructions included in each communication or by e-mailing us at the e-mail address provided below or by contacting us through one of the methods listed below.

- 6. NOTICE, CHOICE AND DATA INTEGRITY Relevance, Retention and Accuracy
- a. At the time we collect your personal data we will state clearly the purposes for which your data will be required and any third parties to whom it may be disclosed. We will also provide options for you to receive details of products and services that may be of interest and benefit to you.
- b. We will use the information you supply us with solely for the purpose of providing you with the services you have requested and for administering our relationship with you, internal business purposes and statistical analysis.
- c. We will take reasonable steps to ensure that all personal information is relevant to its intended use, accurate, complete, and current.
- d. We will use this data to access and monitor various data sets that you request us to monitor as part of your identity protection service and for the prevention and detection of fraud. When you close your account, we may continue to share information about you according to our legal and regulatory requirements.
- e. We will keep your personal information only as long as we need it for the purposes for which we collected it, or as required or permitted by law and our compliance and regulatory requirements.

## 7. ACCESS AND CORRECTION

- a. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend, or deactivate it by making the change on our subscriber profile page or by contacting us through one of the methods listed below.
- b. You may request a copy of the information we hold about you so you can correct or amend information that may be inaccurate or incomplete by writing to the contact listed below. In addition, we will ask you to provide sufficient evidence of your identity for your own protection so we can ensure that information is being released to the correct person. We will respond to your request to access within 30 days.
- c. To request the deletion of your information, please contact us through one of the methods listed below. In some cases, our business requirements and legal obligations may prevent us from being able



to delete your information. If we are unable to delete your information we will let you know if we are unable to do so and why.

#### 8. DATA SHARING AND INTERNATIONAL TRANSFERS

- a. Except as described in this Privacy Policy, we will not share your personal information with third parties without your consent.
- b. If we transfer your personal information to another country, we will take appropriate measures to protect your privacy and the personal information we transfer.

#### 9. ENFORCEMENT

We will verify adherence to this Privacy Policy via in-house and third party compliance audits. In addition, if necessary, we will cooperate with an independent third party as a means of providing you with a mechanism by which any complaints and disputes can be investigated and satisfactorily remedied.

## 10. DO WE USE COOKIES?

When you visit our web site, we assign your computer one or more "cookies." A cookie is a small text file that contains information that can later be read by us to facilitate your access to our web site and personalize your online experience.

We use both session ID cookies and persistent cookies. Specifically, we use session-based cookies in order to store language and other country specific preferences such as support contact information. AMT may also utilize cookies in order to track internal metrics of site usage. At no time will this information be provided or sold to any third party affiliates or marketing companies. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. Persistent cookies also enable us to track and target the interests of our users to enhance the experience on our site. You can remove persistent cookies by following directions provided in your Internet browser's "help" file. The use of cookies by our partners and tracking utility service providers is not covered by our Privacy Policy. We do not have access or control over these cookies. Our partners and tracking utility service providers use persistent cookies to help us with site optimization. Overall, cookies help us provide subscribers with a better experience, by enabling us to monitor which pages you find useful and which you do not. A cookie does not give us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, this may prevent you from taking full advantage of the website.

You can find out more about cookies by visiting <a href="http://www.aboutcookies.org/default.aspx">http://www.aboutcookies.org/default.aspx</a> Our third party web analytics partner employs a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our site by informing us what content is effective. Clear



gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. We do not tie the information gathered by clear gifs to our subscribers' personally identifiable information. We may use clear gifs in our HTML-based e-mails to let us know which e-mails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If you would like to opt-out of these e-mails, please contact by one of the methods described below.

#### 11. LINKS TO OTHER WEBSITES

Our web site may contain links to other web sites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information that you provide while visiting such sites and such sites are not governed by this Privacy Policy. You should exercise caution and look at the privacy statement applicable to the web site in question.

#### 12. AMENDMENTS

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes we will update you by means of a notice on this Site prior to the changes taking effect. We encourage you to periodically review this page for the latest information on our privacy practices and this Privacy Policy.

### 13. CONTACT

If you have questions, comments, and/or complaints regarding this Privacy Policy or how we collect, transmit, and process data please contact us by:

**PHONE** 

1-855-863-3345

E-MAIL

myamtidentity@amtrustsolutions.com

MAIL

AmTrust Solutions, Attn: AmTrust Identity Management, P.O. Box 47900, Plymouth, MN 55447

Effective Date: June 2015