



## ID RESOLVE PLAN SERVICES

### TERMS AND CONDITIONS

The services listed herein are provided by ID RESOLVE and may only be used by You in accordance with these Terms and Conditions. The Terms set forth the terms and conditions applicable to Your use of the ID Resolve services as a Member, meaning that by enrolling in the ID Resolve Program or by using any of the ID Resolve services the Primary Member and each participating Member in Your family acknowledge and agree to the Terms. By enrolling in the ID Resolve Program and/or by using any of the ID Resolve services You represent and warrant that the information provided to ID Resolve is true and correct to the best of Your or such Member's knowledge and belief.

*Some ID Resolve services may be provided through authorized third party providers and may be subject to additional terms and conditions implemented by those authorized providers.*

### PREVENTION AND DETECTION SERVICES

The following prevention and detection services are available to all ID Resolve Members in order to help reduce Your exposure to identity theft. Please call Our Identity Theft Resolution Specialists at the number listed at the bottom of the page to access the following services.

1. **24/7 Expertise/Prevention Education:** Our U.S. based Identity Theft Resolution Specialists are available 24 hours, 7 days a week to educate You about how identity theft occurs as well as protective measures You can take to limit Your risk.
2. **Opt-Out Services:** We will assist You in opting out of pre-approved direct mail credit card offers and marketing phone calls.
3. **Identity Theft Protection Kit:** We will provide You with an identity theft protection kit that explains many forms of identity theft and provides prevention advice and resolution resources. The kit also contains a Federal Trade Commission sample affidavit form as well as sample letter templates for filing disputes in cases of identity theft or fraud.

### IDENTITY THEFT RESOLUTION SERVICES

The following identity theft resolution services are available to all ID Resolve Members who experience an identity theft incident during their enrollment period. Upon notification of identity theft of a Member and receipt of a duly completed and executed authorization form from the Member, We treat each Identify Theft as an emergency and will perform any or all of the following steps necessary to attempt to undo or prevent further damage to You. Please call Our Identity Theft Resolution Specialists at the number listed at the bottom of the page to access the following services.

1. **24/7/365 US-Based Certified Identity Theft Resolution Specialists:** Our team of Identity Theft Resolution Specialists is available 24/7 year-round to help resolve Your identity theft incident and prevent further damage. Our Resolution Specialists have both Federal Credit Reporting Act (FCRA) and Certified Identity Theft Risk Management Specialist (CITRMS®) certifications.

2. Spanish and French Support: We will provide support in English, Spanish, and French through Our ID Resolve call center open 24/7 and located in the United States.
3. Translation Services: We will translate when necessary, such as when You are overseas and need help communicating with the local authorities in order to file a report of an identity theft incident. It is the responsibility of the Member to pay for any costs associated with the translation services.
4. Attempted Resolution: An ID Resolve representative will perform the necessary tasks to attempt an identity resolution for You or a loved one on Your plan (after a police report, limited power of attorney, and identity theft affidavit are completed and submitted).
5. Assist with Pre-Existing Incidents: Even if an incident of identity theft occurred prior to Your enrollment in ID Resolve, as long as You were not aware of this incident at the time of Your enrollment, Our Resolution Specialists will work to correct any identity-related issues You may be experiencing from this pre-existing incident.
6. ID Theft Affidavit Assistance and Submission: If Your identity has been compromised, we'll provide You with a pre-populated identity theft affidavit to dispute any fraudulent claims or activity. After assisting with its completion, We will submit it to the authorities, credit bureaus and creditors on Your behalf.
7. Creditor Notification, Dispute, and Follow-Up: We will contact Your creditors' fraud departments with separate itemized account statements to dispute each fraudulent occurrence. We will also continue to follow-up until each matter has been properly handled keeping You notified throughout the process with a status report on a regular basis.
8. 3-Bureau Fraud Alert: We will assist with placing a fraud alert on Your records at all three major credit bureaus to add a layer of protection from fraudulent activity.
9. Inform Police/Legal Authorities: We will assist You in reporting the fraudulent activity to the local authorities and We will forward a report of the fraudulent activity to creditors.
10. Locate Authorities Nearby: When You are away from Home, We will assist in locating local authorities for You to report any incidents of fraudulent activity.
11. Credit Freeze: If You need to block suspicious activity occurring on Your credit file, we will work with the major credit bureaus to place a credit freeze on Your credit record(s) in states where this service is available in accordance with state law.
12. Lost Wallet Assistance: We will assist with notifying the appropriate bank or issuing authority to assist You in canceling or replacing stolen or missing items such as credit/debit card, driver's license, Social Security card, or passport.
13. Medical Identity Theft Assistance: In the event You become the victim of medical identity theft, we will provide help with fraudulent medical claims placed in Your name and medical care that was received fraudulently by another individual in Your name. We will help You to ensure that healthcare, insurance claims and medical records are corrected and We will involve Our in-house medical staff if necessary. If Your identity is fraudulently used to obtain medical services and treatment, we will work with Your healthcare providers and insurers to attempt to resolve the issues, ensuring that Your claims and medical records are corrected.

14. **Emergency Cash Advance:** If You experience identity theft while traveling more than 100 miles away from Home, we will provide You an emergency cash advance of up to \$500. All costs associated with this service will be Your responsibility. These services must be secured by a valid credit card. Any advance made to You, not otherwise secured by a valid credit card and paid to ID Resolve by the credit card company within 30 days of such advance, must be reimbursed by You to Us within 45 days from the date such advance is made. Thereafter any amount due will accrue interest at a rate of 1.5% per month. Notwithstanding anything to the contrary herein, ID Resolve shall be under no obligation to advance funds not otherwise secured by a valid credit card.
15. **Emergency Travel Arrangements and Journey Continuation:** If You experience identity theft while traveling more than 100 miles away from Home, we will assist with making emergency travel arrangements, including airline, hotel, and car rental reservations. Costs associated with these arrangements are Your responsibility.

Please note: Additional information about You may be requested in order to perform some services. Providing such information is entirely optional, and will result in the best results/outcome. If You choose not to provide the additional information needed, some services may not be available. All personal information We receive from You will be treated as confidential and will be used only by ID Resolve and it's approved service providers to help provide the services You have requested.

## **DEFINITIONS**

"Couple Plan" is a membership that includes the Primary Member and the Spouse or Domestic Partner.

"Domestic Partner" means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility of basic living expenses).

"Effective Date" means the date when the Primary Member purchases the ID Resolve membership.

"Home" means the locale of the address as shown on Your state driver's license or state-issued identification card.

"ID Resolve" means the membership program owned and operated by ID Resolve.

"Individual Plan" is a membership that includes the Primary Member only.

"Member" means the Primary Member or a Spouse/Domestic partner (if enrolled in a Couple Plan) who are in compliance with the terms of enrollment in ID Resolve. A Member must be a citizen or a legal resident of the United States of America.

"Primary Member" means an individual person who has purchased ID Resolve and is duly enrolled in compliance with the terms of enrollment. A Primary Member must be at least 18 years of age and a citizen or legal resident of the United States of America to purchase an ID Resolve membership.

"Renewal Date" means each annual anniversary of the Effective Date.

"Spouse" means a person who is married to the Primary Member.

"We," "Us," and "Our," means and/or refers to ID Resolve and and/or Our service providers.

“You” and “Your” means Member with regard to an Individual Plan and means Member and Spouse/Domestic Partner with regard to a Couple Plan.

## **ELIGIBILITY**

The Primary Member shall be covered under the Individual Plan. The Member and Spouse/Domestic Partner shall be covered under the Couple Plan, as outlined in the Definitions. The ID Resolve program is an annual membership that becomes effective on the day of enrollment (the "Effective Date"). Members are eligible for services during the membership period for which we have received the appropriate membership fees.

## **LIMIT OF LIABILITY**

By enrolling in the ID Resolve program and/or by using any of the services the Primary Member, and each Member agree that the total and exclusive liability of ID Resolve and its employees, officers, directors, attorneys, agents, assigns and third-party contractors to any Member for any claims, demands or damages relating to or arising out of ID Resolve, the provision of services or any failure to provide services, shall be limited to the refund of the amount paid to ID Resolve by the Member for the ID Resolve program. The Primary Member, and each Member agree to indemnify and hold the ID Resolve Parties harmless for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by ID Resolve in or relating to any legal proceeding brought by or on behalf of any Member for any claim, demand or damages in excess of the Limit of Damages. To the maximum extent permitted by law, notwithstanding any other provision of these Terms and Conditions, in no event shall ID Resolve be liable to You or any Member for any exemplary or punitive damages, any remote or consequential damages or any damages not arising directly and proximately from the provision of services, regardless of whether or not such damages were reasonably foreseeable by ID Resolve at the time of the provision of services or the Member's enrollment in the ID Resolve program.

## **LIMITATIONS AND EXCLUSIONS**

1. Identity theft(s) discovered by Members prior to enrollment in the ID Resolve program are not eligible for services.
2. We do not guarantee that Our intervention on behalf of the Member duly enrolled in the ID Resolve will result in a particular outcome or that Our efforts on behalf of the Member will lead to a result satisfactory to the Member.
3. Our services do not include, and We shall not assist the Member for, thefts involving non-US bank accounts.
4. We provide Emergency Cash, Travel Arrangements, Translation and Lost Wallet Assistance services in all countries of the world. However, We may determine that services cannot be provided in certain countries or locales because of situations such as war, natural disaster, political instability or regulatory restrictions. We will attempt to assist a Member consistent with the limitations presented by the prevailing situation in the area.
5. We shall not be responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond Our control, including but not limited to labor disturbance and strike, rebellion, riot, civil commotion, war, terrorism, or uprising, nuclear accidents,

natural disasters, acts of God or where rendering services is prohibited by local law or regulations.

6. Many government records are available free or at a nominal cost from certain government agencies. In addition, credit reporting agencies are required by law to give You a copy of Your credit record upon request at no charge or for a nominal fee. None of the services offered through the ID Resolve membership are intended as a substitute for the consumer credit information that may be available to You without charge. Prior to purchasing any product, You should visit [www.annualcreditreport.com](http://www.annualcreditreport.com) for further details regarding Your right to obtain a copy of Your consumer credit file.
7. Except for express warranties, if any, stated in these terms and conditions, any software used or services provided in connection with ID Resolve and associate products, is provided "as is," with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with You, the user. In addition, ID Resolve expressly disclaims any implied warranty of merchantability, fitness for a particular purpose, and suitability for Your intended purposes.

Please note: some creditors may require the Member to provide their authorization over the telephone before Our Resolution Specialists can begin to work with the creditor directly in resolving an identity theft case.

## **PRIVACY POLICY**

Except as expressly stated herein, ID Resolve does not sell, rent or share any of your personally identifiable information to affiliates or unaffiliated third parties. In no circumstance, will customer bank account numbers, credit card numbers or access codes to third parties for telemarketing or direct marketing purposes be disclosed.

ID Resolve will not share any of your personally identifiable information with third parties except in the circumstances described below or with your permission:

- ID Resolve will share personally identifiable information with the third parties that help process the transactions you request.
- ID Resolve may disclose personally identifiable information with third parties in connection with investigations of suspected fraud or other illegal activity, investigations of violations of the agreements with you, investigations of situations involving potential threats to the physical safety of any person, and as required by law. In the event that ID Resolve is required by law to disclose non-public personal information about you, commercially reasonable efforts to limit our disclosures to the information that is reasonably necessary to disclose will be used.
- ID Resolve may disclose personally identifiable information to your agent or legal representative (for example, to the holder of a power of attorney granted by you or to a guardian appointed for you).

The ID Resolve program is owned and operated by AGIA, and the individual Member relationships and all written materials, information, and goodwill associated with the service marks and program are the confidential property of AGIA.