

Terms and Conditions of Identity Theft, Privacy Protection and Monitoring Services

Agreement to Terms and Conditions for Services

This document “Agreement” sets forth the terms and conditions under which NXG Strategies, LLC and InfoArmor (collectively “we,” “us,” or “our”) will provide identity theft, privacy protection and monitoring services (the “Services”) to our registered users (“you” or “your”).

Terms and conditions applicable to the Services are stated under the section headings below.

By utilizing the Services you form this Agreement and acknowledge that you have read and accept these Terms and Conditions of the Services. If you do not unconditionally agree to the Terms and Conditions do not proceed to utilize the Services. Utilization begins when you validate your username and establish a self-selected password to access the web site.

Terms and Conditions of Eligibility for the Services

A. Eligibility.

You are eligible for the Services (“Eligible Person”) based on your participation with a sponsoring organization, such as your bank, credit union, association or other entity to which you have an affinity relationship, (“Program Sponsor”) based on meeting the Program Sponsor’s eligibility requirements. For further information about the eligibility requirements for your Program Sponsor, please refer to the Summary of Benefits document found on your Program Sponsor’s web site.

B. Eligible Persons and 3G Family.

Some Services may be extended to only one Eligible Person and other Services may be extended to multiple Eligible Persons and their eligible family members (“3G Family”). If you are an Eligible Person, 3G Family is defined as you, and your spouse or domestic partner, dependents in your household up to age 25, other IRS-qualified dependents in your household, and parents living at your address, or living in hospice, assisted living, or nursing home. The Terms and Conditions of the Services, where applicable, apply equally to 3G Family members and are incorporated into the terms “you” and “your” throughout these Terms and Conditions. To determine which part of the Services apply to you and your 3G Family refer to the Summary of Benefits document that can be found on your Program Sponsor’s web site.

C. Benefits Period.

Access to the Services begins when you first meet the Program Sponsor’s eligibility requirement, and ends when you no longer meet the Program Sponsor’s eligibility requirement or when your Program Sponsor terminates the Group Program, whichever occurs first. This is known as the “Benefits Period”.

D. Resident Status.

The Services are only available to U.S. citizens, living in the United States or living abroad, and legal residents of the United States. The Services are performed with agencies and institutions in the United States, or territories where U.S. law applies. If you do not have a U.S. Social Security number or United States residence address, some services may not be available to you.

E. Reactive and Proactive Services.

Some of the Services are available to you immediately at the beginning of the Benefits Period (“Reactive Services”) while other Services are provided to you as an entitlement to enroll anytime for the Services at no cost (“Proactive Services”).

You may activate your entitlement to the Proactive Services at will. We will not ask for any payment nor is there any cost to you now or in the future for utilizing the Proactive Services entitlement. There is no requirement for you to utilize your entitlement to the Proactive Services; however, if you do not enroll to activate the Proactive Services these Services will not be working for you. If you choose not to utilize the Proactive Services Entitlement, it does not prevent you from utilizing the Reactive Services Entitlement, nor does it constitute a failure of the Services in part or as a whole. Online activation and toll-free telephone assistance is available for you to easily enroll to activate the Proactive Services Entitlement.

For more information about which Services are included in the Reactive Services and the Proactive Services, and for detailed instructions on how to enroll to activate the Proactive Services see the Summary of Benefits document on your Program Sponsor’s web site.

F. No Cash Value.

The Services are provided as a benefit of another product or service or by otherwise meeting the eligibility requirements established by your Program Sponsor. The Services have no cash equivalent. There is no fee for using the Services; however, the account or service to which Your Program Sponsor's eligibility requirement is attached may have a fee, based on the provisions of the account/service agreement that you have directly with the Program Sponsor.

G. Privacy Advocate Services.

If you are a victim of identity fraud from identity theft we provide professionals ("Privacy Advocates") to manage the detection, investigation, and remediation of the incident ("Fully Managed Identity Theft Recovery"). "Identity Theft" is defined as fraud that involves the use of any combination of your name, address, date of birth, Social Security number, bank or credit/debit card account number, or other identifying information without your knowledge, and such information is used to commit fraud or other crimes. Only Identity Theft incidents that are discovered and reported to us during the Benefits Period will be covered for Fully Managed Identity Theft Recovery.

H. Refusal or Termination of Privacy Advocate Services.

The successful completion of Fully Managed Identity Theft Recovery depends on your cooperation. Fully Managed Identity Theft Recovery may be refused or terminated if it is deemed that (a) you are committing fraud or other illegal acts, making untrue statements, or failing to perform your responsibilities as part of the recovery plan; or (b) you obtained the Fully Managed Identity Theft Recovery knowingly without meeting your Program Sponsor's eligibility requirements. Fully Managed Identity Theft Recovery will not be refused or terminated due to the complexity of an identity theft case.

I. Cooperation with Law Enforcement.

In order to receive Fully Managed Identity Theft Recovery, you may be asked to file a police report with your local law enforcement authority. You may be asked to identify the person or persons who are committing the acts of fraud and Identity Theft, if known to you (the "Perpetrator"). You will continue to be eligible for Fully Managed Identity Theft Recovery even if it is found that the Perpetrator is a family member or acquaintance; however, other Services may be invalidated. If you do not cooperate with the law enforcement investigation of the Perpetrator, the Privacy Advocate may not be able to complete the Fully Managed Identity Theft Recovery.

Terms and Conditions Applicable to All Services

A. Consent to Electronic Delivery of this Agreement and Subsequent Disclosures.

When you begin utilizing the Services that action will signify your agreement and your consent to accept this Agreement and receive Subsequent Disclosures in electronic form. "Subsequent Disclosures" means disclosures or information which we are required or permitted to send to you under applicable law and/or this Agreement.

We may provide Subsequent Disclosures to you by making them available on a secure website or otherwise notifying you. Subsequent Disclosures will be available for your review for not less than 90 days after making them available on our secure web site. We may choose to email these to your email address. "Email Address" means the email address you give to us in the Profile section of the website when you establish your utilization of the Services. You may change this email address at any time.

To assure your continued receipt of Email Notifications, you must notify us each time you change your Email address. If (a) you withdraw your consent to receive Subsequent Disclosures by notifying us (the notification shall be effective when actually received by us), (b) an Email Notification sent to your Email Address is returned as undeliverable, or (c) we are unable to verify that you have opened an Email Notification sent to your Email Address within 10 of days of delivery, we will send Subsequent Disclosures in printed form to the most current address we have for you in our records. At any time, you may ask us to provide you with a paper copy of these Terms and Conditions and any Subsequent Disclosures by contacting us at [\(800\) 789-2720](tel:8007892720).

B. Modification of these Terms and Conditions and Additional Terms and Conditions.

We reserve the right to change the Terms and Conditions applicable to the Services by posting a new version on this Site or by otherwise notifying you of the revised Terms and Conditions. By using this Site, you agree to be bound by the Terms and Conditions that are in force during such use.

If you ask us to restore your identity on your behalf, we may need to send you a package of documents (the "Additional Agreements") which you will need to sign and return to us before we can take action. There will be no extra charge for these services; however, if any of the Additional Agreements must be notarized, you agree to pay all notary fees, as well as

postage, photocopies or any additional miscellaneous costs with the Additional Agreements. We reserve the right to change, modify, expand, discontinue, or retire any features of any Service at any time.

C. Your Responsibilities.

By utilizing the Services it means you: (a) will be obligated to abide by the Terms and Conditions then in force; (b) are a minimum of eighteen years of age; (c) understand that if we determine, in our sole discretion, that you knowingly and willfully committed fraud, we may refuse to allow you to further utilize the Services ; (d) agree to inform us of any breach or misuse of your Confidential Information within 30 days of each incident; (e) understand that your subscription for use of the Services is based on a Benefits Period established by your Program Sponsor and which begins and ends based on your meeting of the requirements established by your Program Sponsor on a continual basis. (Refer to your Program Sponsor's web site for more information about these eligibility requirements); and (g) are responsible for maintaining the security and confidentiality of your username and password used for account access. Failure to comply with these requirements may result in the termination of your access to the Services.

D. Services Enrollment.

You agree to provide valid, accurate and current personal information during registration. You may enroll yourself or you may use an authorized third party to enroll you by having such authorized third party provide us your information on your behalf, together with documentation or other evidence acceptable to us that such third party is authorized to provide such information on your behalf. You agree to keep all required personal information accurate and current. If we do not receive all required personal information during enrollment, you agree that we may, at our discretion, use our affiliates and/or publicly available records to append required information. If we are unable to append some or all required information, the use of some or all of Services may be limited.

E. Credit Repair.

We are not a credit repair organization, or similarly regulated organization under applicable laws, and do not provide any form of credit repair advice. We may offer you access to your credit report and other credit-related information, but we do not offer products, advice, counseling or assistance for the express or implied purpose of improving your credit. You acknowledge that no one, including us, can legally remove accurate and timely negative information from a credit report.

F. Credit Reports.

You understand and agree that pursuant to the Fair Credit Reporting Act, you are entitled to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. You also understand and agree that your decision to access your credit report as part of the Services under these Terms and Conditions has been made by you as a convenience, and is not legally required.

G. Transaction Monitoring Limitations.

We cannot guarantee that the transaction monitoring features of our Services will identify all suspicious activity, or that suspicious activity will be timely identified or reported through the Services. You understand and agree that our monitoring of your personal information within our network and our use of certain proprietary technologies and database information are subject to certain limitations, and not all potentially fraudulent transactions and/or uses of your personal information may be monitored by us within the scope of our network.

H. Customer Service.

We will be available to answer your questions and receive your comments or inquires via phone ([\(800\) 789-2720](tel:8007892720)) or email (clientservices@infoarmor.com) Monday through Friday from 7 a.m. to 9 p.m. Central Time and Sunday from 11 a.m. to 5 p.m. Central Time. If you contact us by email, we will use best efforts to respond to your message as soon as possible.

I. Identity Theft Expense Reimbursement Insurance Coverage.

Reimbursement for expenses incurred due to the direct result of any confirmed identity fraud commenced during the policy, along with additional terms, conditions, exclusions and limitations of coverage, is outlined in the Identity Theft Expense Reimbursement Evidence of Coverage forms that can be found on your Program Sponsor's web site. This benefit is underwritten and administered by Lyndon Southern Insurance Company, a member of the Fortegra family of companies. Coverage is currently not available in NY and may not be available in other U.S. territories or jurisdictions in the future.

J. Personal Information Privacy.

We will protect your personal information ("Confidential Information"), including, but not limited to, your First Name, Last Name, Address, Social Security Number, Date of Birth, and any information documented as part of the Services using methods that are consistent with industry best practices, as set forth in our Privacy Policy.

You authorize us to provide your personal information to our third party service providers and to receive and use this information as we deem reasonably necessary in the course of performing Services enrollment, delivery, and servicing. Please read our Privacy Policy by clicking the Privacy Policy link on the bottom of this web page.

K. Linking Policy.

For your convenience and ease of use we have established Internet links from our web site to select news media outlets, the Federal Trade Commission, and other industry web sites. The linked sites are not under our control and we are not responsible for their content. Such links do not imply our endorsement or guarantee of the products, information, or recommendations provided by such sites. In addition, these third party web sites may have privacy policies that are different than ours and may provide you less security for your Confidential Information than we do. If you access any third party web site, you do so at your own risk. We disclaim all liability with regard to your access to such linked web sites.

L. Intellectual Property Notice.

We retain all rights, title, and interest in and to our Services as well as our trademarks, copyrights, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Services. All promotional materials, advertising, websites, and any other company marketing venues are protected by various intellectual property laws, including, but not limited to, copyright, and trademark laws. Without our prior written consent, any use of our Marks and Copyrights is strictly prohibited.

M. Liability Limitations.

We are not responsible for the accuracy, completeness, and/or validity of any products, services or solutions provided to us by third parties such as consumer reporting agencies, or for incorrect information that you provide to us, such as incorrect or outdated contact information. In addition, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, (collectively, "Losses") caused by your use of, or reliance upon, the Services. Without limiting the foregoing, neither we nor our suppliers shall be liable for any: (a) failure to perform or any Losses arising out of an event or condition beyond our reasonable control, including, but not limited to, any of the events described in the Force Majeure section below; or (b) the loss, confidentiality, or security of any data while in transit via the Internet, communication lines, postal system, ACH network or other means of communication.

If you subscribe to any Service, you do so at your initiative and are solely responsible for compliance with applicable laws relating to the use of such Service. Neither we nor our licensors, service providers or suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of your subscription to one or more Services or contained in any third party sites linked to or from our web site. With the exception of our express written warranties for the Services, we disclaim any express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or error-free operation.

By utilizing the Services you acknowledge and agree that you have not relied on any statement, representation, warranty, or agreement of ours or any other person purporting to act on our behalf, including any representations, warranties, or agreements arising from our web site, any promotional materials, any statute, or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

N. Indemnification.

You agree to use the Services only for the purposes stated in, and in compliance with, this Agreement. You will indemnify and hold us harmless for, from and against all losses, damages, claims, amounts paid in settlement of claims, costs and expenses, (including reasonable attorneys' and consultants' fees and expenses), interest, awards, judgments, fines, penalties and other liabilities made by or owing to any third party due to your violation of this Agreement, or your violation of any law, regulation, or third party rights in connection with your use of any of the Services.

O. Governing Law.

This Agreement is governed by and will at all times be construed, interpreted, and enforced in accordance with applicable federal law and, to the extent state law applies, the laws of Arizona, without regard to conflict of law's provisions.

P. Export Regulation.

The Services, including any software, documentation and any related technical data included with, or contained in, such Services, and any products utilizing any such Services, software, documentation or technical data (collectively, "Regulated Services") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. You will not, and you will not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Services to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Services is prohibited by applicable federal law, regulation or rule.

Q. Arbitration.

Any claim or controversy arising out of or relating to your use of the Services or to any acts or omissions for which you contend we are liable, including, but not limited to, whether a particular claim or controversy is subject to this Section (“Dispute”), shall be finally, and exclusively, settled by arbitration held before one arbitrator under the commercial arbitration rules of the American Arbitration Association (“AAA”) in force at that time. The arbitration shall be conducted in Phoenix, Arizona. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall have the power to award no more than the prevailing party’s actual, compensatory damages in connection with any Dispute, and may not award damages in excess of actual, compensatory damages, such as by multiplying actual damages or by awarding consequential, punitive, or exemplary damages (collectively, “Enhanced Damages”), and both you and we irrevocably waive any claim to Enhanced Damages, except where such a waiver would explicitly violate the law of the state in which you live at the time a Dispute arises. This section, regarding Arbitration, shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any party other than you or us, regardless of the nature of the issues or disputes involved. Any judgment upon the award rendered by the arbitrator may be entered in any court which has jurisdiction over the non-prevailing party. By agreeing to the foregoing arbitration terms, you waive your right to go to court to assert or defend your rights. You also waive your right to participate in or bring class actions. If any of the foregoing provisions is determined by a court or arbitrator to be inapplicable or unenforceable with respect to a Dispute, you and we agree that, subject to the foregoing arbitration provisions, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Maricopa County, Arizona. If either you or we employ attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys’ fees and expenses.

R. Force Majeure.

Neither you nor we shall be liable for any loss nor damage due to causes beyond your or our control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of terrorism, acts of civil or military authorities, acts of others in violation of applicable law, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond your or our control. Either your Program Sponsor or we may terminate this Agreement immediately on written notice if any party is prevented from performing its obligations under this Agreement for a period of more than 30 days due to the reasons set forth in this section.

S. Assignment.

We may assign any or all of our rights and/or delegate all or any of our obligations under this Agreement to any third party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which we may give or withhold in our sole discretion.

T. Integration.

This Agreement constitutes the entire understanding between you and us with respect to the subject matter of this Agreement, and all prior agreements, understandings, and representations concerning such subject matter are hereby made null and void in their entirety. This Agreement shall not affect any other agreement between you and us which sets forth terms and conditions applicable to subject matter other than the Services.

U. Waiver.

We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

V. Effect of Invalidity.

If any provision of this Agreement is held to be invalid, the remaining provisions will remain valid and enforceable.

W. Acceptance of Agreement.

Your continued use of the Services constitutes your continued acceptance of this Agreement, including the Arbitration section.

X. Contact Information.

Information or notices by any of the following methods will be effective when we receive them. You may contact us using any of the following means:

info@nxgstrategies.com

877-351-7115

NXG Strategies, LLC, 830 Crescent Centre Drive, Franklin, TN 37067

Or

clientservices@infoarmor.com

800-789-2720

InfoArmor, Inc. Client Services, 7001 N. Scottsdale Road, Suite 2020, Scottsdale, AZ 85253

Y. Additional Terms and Conditions.

For information regarding additional terms and conditions not referenced here, please see your Program Sponsor's web site.