

## TERMS AND CONDITIONS OF USE

THIS PRODUCT AGREEMENT AND TERMS OF USE ("AGREEMENT") CONTAINS THE TERMS AND CONDITIONS UPON WHICH YOU MAY USE THE PRODUCT, WHICH CONTAINS CERTAIN CREDIT INFORMATION, INCLUDING CREDIT REPORTS, CREDIT SCORES, AND CREDIT MONITORING. YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE PERMITTED TO REGISTER FOR AND USE THE PRODUCT. BY REGISTERING ON THIS SITE AND SUBMITTING YOUR ORDER, YOU ARE ACKNOWLEDGING ELECTRONIC RECEIPT OF, AND YOUR AGREEMENT TO BE BOUND BY, THIS AGREEMENT. YOU ALSO ACCEPT THIS AGREEMENT BY USING OR ACCESSING THE PRODUCT OR CREDIT INFORMATION OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT IS BY AND BETWEEN ECON-O-CHECK CORPORATION ("ECON-O-CHECK") AND YOU.

1. **PROVIDERS OF PRODUCTS.** The credit information (credit scores, credit reports, and credit monitoring) and credit information product features ("Product" or "Products") available via this Site are provided by Econ-o-Check and its suppliers ("Suppliers"). Econocheck and its Suppliers are referred to in this Agreement as "We," "Us," and "Our." You, the person visiting and utilizing this Site, are referred to as "You", "Your" or the "Member".

2. **PERSONAL INFORMATION; AUTHORIZATION.** As needed to provide Products to You, You authorize and instruct Us to obtain, monitor, and compile Your: (i) credit information from one or more credit reporting agencies; (ii) "non-public personal information" about You or concerning You as defined by the Gramm-Leach-Bliley Act (15 U.S.C. sec 6801 et seq); and (iii) other personal information. By placing Your order You acknowledge and agree that Your access to the Products and any consumer credit information contained therein is subject to Your prior written authorization and Our verification of Your identity. As such, You understand and agree that by submitting Your order, You are providing "written instructions" in accordance with the Fair Credit Reporting Act ("FCRA") for Us to obtain credit information from the personal credit report maintained by one or more of the three nationwide credit reporting agencies and You hereby authorize Us to access Your personal credit information in order to provide the Products.

3. **YOUR RIGHT TO OBTAIN A CREDIT REPORT FREE OF CHARGE.** None of Our Products are intended to substitute, or constitute an offer for any free credit report or similar consumer disclosure that may be available to You without cost or obligation under federal or state law. Prior to using any Product via this Site, You should carefully review Your right to obtain a free copy of Your credit report once every twelve (12) months from each of the three nationwide consumer reporting agencies by visiting [www.annualcreditreport.com](http://www.annualcreditreport.com). A more complete description of your rights to obtain or gain access to your consumer credit information without charge is contained in the "Additional Credit Report-Related Disclosures" in Section 13 of this Agreement.

4. **REGISTRATION; USE OF PRODUCTS.** In order to access the Product, You must complete the registration process. You may register to access and use the Product from this Site only on behalf of Yourself and by doing so, You acknowledge and agree that it is illegal to order credit information about anyone else. By registering, You further certify that You are eighteen (18) years or older and that all of the information provided incident to Your registration is true, accurate, complete and up to date. You further agree to abide by all of the terms and conditions concerning Your use of the Product, including any specific terms and conditions relating to a particular Products. We provide Products and related information solely to assist You in understanding Your financial and credit status for Your personal benefit and You agree that You will not use the Products for any other purpose, especially a commercial purpose.

5. **CREDIT SCORES.** Unless otherwise indicated, all credit scores furnished with Our Products are VantageScore 3.0 credit scores ("Vantage Score"). By this, We mean that all credit scores make use of the VantageScore 3.0 model, which is a proprietary credit score model developed by VantageScore Solutions, LLC. Although the VantageScore is sometimes used by lenders, Your particular lender may use a different credit score. When prepared and delivered to You as part of any Product, The VantageScore is provided solely to help You understand how lenders may evaluate Your overall credit risk. Therefore, nothing in any of Our Products is an endorsement or a determination of a person's qualification for a loan, or any other extension of credit. Each lender has specific underwriting standards, so You should not assume that You will receive the same evaluation, credit terms or conditions. We do not represent that the VantageScore is identical or similar to any other credit score or score model. In all instances, the information We use to calculate Your VantageScore is derived from one or more credit reports produced by Equifax Information Services ("EIS") or one of the other national credit reporting bureaus. The consumer credit information contained in these credit reports reflects the latest information provided to the pertinent credit reporting agency. Recent activity may not yet be reflected in Your credit report. If not, this activity will not be reflected in Your VantageScore. In addition, Your VantageScore may change every time new information is added to or removed from a credit report as well as with the passage of time.

6. **CREDIT MONITORING PRODUCTS AND PRODUCT FEATURES.** When offered or included as part of Our Products, "Credit Monitoring" monitors one or more of Your consumer credit files, depending on the type of Product (e.g., single bureau monitoring, tri-bureau monitoring, etc.) You have selected. In each case the credit file or files that are monitored on Your behalf are separately owned and/or maintained by one or more of the three nationwide credit reporting agencies: Equifax Information Services, LLC, TransUnion LLC, and Experian. In the case of all Products which feature Credit Monitoring, the Credit Monitoring You request and authorize monitors the credit file (or files in the case of tri-bureau Products) most closely identified with You based on identifying factors such as first, last, and middle name, date of birth, Social Security Number, and current and former addresses. Credit Monitoring will not advise You if an item of identifying information is contained in the credit file of another person and in no event will Credit Monitoring ever monitor, compare or cross-reference Your credit file(s) with the credit file(s) of another person, nor will it ever provide You with any information contained in another person's credit file(s). Credit monitoring alerts may take several days to begin after You sign up for Your Product.

7. **ALL PRODUCTS REQUIRE ELECTRONIC COMMUNICATIONS.** Unless otherwise noted, Our Products are internet-based and in order to access Our Products You must have: an internet browser; an email account and appropriate email software; a personal computer, operating system and connection to the internet, or in the case of Our mobile Product features, a wireless device, software and connection to the internet capable of supporting the foregoing; and sufficient electronic storage capacity on Your computer's hard drive or other data storage unit or a printer that is capable of printing from Your browser and email software. As such, You understand and agree that this Agreement will be entered into electronically, and that the following information ("communications") will be provided by Us to You by electronic means: this Agreement and any amendments, modifications or supplements to it; any initial, periodic or other disclosures or notices provided in connection with the Products, including without limitation Our privacy policy, all regulatory disclosures, and all communications related to the Products. You may request a paper copy of any legally required notice, withdraw Your consent to receive communications electronically, or change Your email or postal address for receipt of communications, by calling Our Customer Service Team at 1-877-610-7889 or sending Your request by email to support@IDProtectMe247.com. In furtherance of the foregoing, You expressly consent to receive all communications regarding Your membership electronically, either by e-mail or by notices posted on the Site and You agree that any requirement that a notice, disclosure, agreement, or other communication be sent to You by Us in writing is satisfied by such electronic communication. In order to ensure Your continuing access to Your Product, You agree to update Your email address on file whenever Your email address changes. You further agree that we may send You e-mails which include notices about Your membership as well as information pertaining to the Products, such as featured Products, and surveys. Please note that mobile messaging and data rates may apply and You should consult with Your Carrier prior to enabling any mobile feature associated with Your Product.

8. **CHANGES TO PRODUCTS AND THE AGREEMENT; TERMINATION.** We may modify or discontinue Your Product or any Product feature or cancel, suspend or terminate this Agreement for any reason with or without cause. We may also modify the Agreement from time to time with or without notice. Your continued use of the Product after modification of the agreement, including failure to cancel Your Product, constitutes acceptance of the modified Agreement.

9. **PRODUCT CANCELLATION.** You may cancel at any time. To cancel Your membership, please contact our Customer Service Team from Mon – Fri, 8:30 a.m. – 5:00 p.m. EST at 1-877-610-7889.

10. **PRODUCT AVAILABILITY.** Certain Products and/or Product features may not be offered, applicable or available to You based on residency, age or other eligibility criteria or factors. In the event that a Product is not available at the time of enrollment, You will be notified during the course of the registration process and your registration will not be accepted. In such cases, You may be advised of one or more alternative Products, to the extent that other Products are available. In the event that You are advised of the availability of alternative Products, You should carefully evaluate any such Product to determine its suitability. In addition to the foregoing, We reserve the right to reject Your Registration for any reason. We may also reject any Product order for any reason. By registering on this Site, You agree that We will not be liable to You for loss or damage that may result from Our rejection of any order that You may attempt to place.

11. **NO GUARANTEE OF PRODUCT AVAILABILITY.** Because of the nature of Internet and online communications, this Site or the Products may not perform as intended despite Our efforts, those of Your Internet service provider, and You. We do not guarantee uninterrupted or error free operation of Your Product or this Site. In addition, Your use of a Product that is excessive or in a manner not contemplated by this Agreement may also result in a Product not performing as intended despite Our efforts. We will use reasonable efforts to maintain operation of the Site and availability of the Products at all times. If there is a system error or other problem concerning Your Product, You agree to promptly notify Us of the same, We will try to correct the error, but You will not be entitled to any money for any system error of any type.

12. **QUESTIONS ABOUT YOUR CREDIT FILE OR SCORE.** Equifax Information Services LLC ("EIS") is the Nationwide Credit Reporting Company that maintains the credit file information used to provide the Products, except for any non-Equifax credit files that may be used in Products. Any questions or disputes regarding the accuracy of any information in Your Equifax Credit Report must be directed to, and will be handled by, EIS. EIS IS REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CREDIT FILE UPON REQUEST, AT NO CHARGE OR FOR A NOMINAL FEE. IF YOU BELIEVE YOUR EQUIFAX CREDIT REPORT CONTAINS INACCURATE OR INCOMPLETE INFORMATION, YOU MAY REQUEST, AT NO CHARGE TO YOU, THAT EIS RESEARCH THE INFORMATION CONTAINED IN YOUR EQUIFAX CREDIT REPORT. Further, if You believe or suspect that You have been the victim of identity theft, You may request, at no charge to you, that EIS place an alert on Your Equifax credit report. You do not have to purchase a Product in order to receive a copy of Your credit file from EIS or to dispute information contained in it, or to request that EIS place an alert on Your credit file. To dispute information or place an alert in Your credit file, You may contact EIS at the number on Your Equifax Credit Report.

13. **ADDITIONAL CREDIT REPORT RELATED DISCLOSURES.** You have a right to obtain a free copy of your credit report once every 12 months from each of the nationwide consumer reporting agencies. To request your free annual credit report, you may go to [www.annualcreditreport.com](http://www.annualcreditreport.com), or call 1-877-322-8228, or complete the Annual Credit Report Request Form and mail it to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. You can obtain additional copies of your credit report from a credit bureau, for which you may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days, the credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud. For more information You may also contact the Federal Trade Commission ("FTC") by calling the FTC toll free - 1-877-FTC-HELP or visit their website: [www.ftc.gov](http://www.ftc.gov). In addition, the states of MA, VT, CO, NJ, MD and ME permit consumers to obtain one credit report per credit reporting agency per year, free of charge and the state of GA permits consumers to obtain two credit reports per credit reporting agency per year, free of charge. None of Our Products are intended to substitute for any free credit report or disclosure that any credit reporting agency or bureau is required by law to provide to You.

14. **NO WARRANTY; LIMITATION OF LIABILITY.** WE HAVE NO REASON TO BELIEVE THAT ERRORS EXIST IN THE PRODUCTS FURNISHED HEREUNDER. HOWEVER, MUCH OF THE DATA CONTAINED IN THE PRODUCTS IS PROVIDED TO US BY OTHERS AND THEREFORE WE DO NOT CONTROL THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE PRODUCTS. NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AFFILIATED COMPANIES, OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS") WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, OR ANY OTHER ASPECT OF ANY PRODUCT OR INFORMATION CONTAINED IN ANY PRODUCT IN ANY WAY. THE PRODUCTS ARE PROVIDED "AS IS", AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. NEITHER WE NOR ANY OF OUR AFFILIATED PERSONS WILL BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACTS OR OMISSIONS OF ANY SUCH PERSON IN PREPARING, REPORTING OR DELIVERING THE PRODUCTS, PROVIDING AUTHENTICATION SERVICES, OR IN DOING ANYTHING RELATED THERETO. NEITHER WE NOR THE AFFILIATED PERSONS WILL BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EMOTIONAL DISTRESS DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR DATA) IN CONNECTION WITH YOUR USE OF THIS SITE, ANY USE OR RELIANCE UPON INFORMATION FOUND AT THIS SITE OR PROVIDED BY US OR ANY PRODUCT PROVIDED AT THIS SITE OR THROUGH ANY OTHER MEDIUM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT APPLICABLE LAW DISALLOWS ANY DISCLAIMERS OR LIMITATIONS IN THIS AGREEMENT, SUCH DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU.

15. **LIMITATION OF LIABILITY; NOTICE OF CLAIMS.** If, notwithstanding the foregoing Section, any Affiliated Person is held to be liable to You, the amount of such liability shall not exceed the lesser of (i) the sum of twenty dollars (\$20.00) or (ii) if applicable, the amounts paid by You under this Agreement, in the twelve (12) months preceding the claim, for the specific Products giving rise to the claim. If You desire to make a claim against any Affiliated Person, You must give the applicable party notice of the claim within three (3) months of becoming aware of the circumstances giving rise to the claim or, if earlier, three (3) months from the time You should reasonably have become aware of such circumstances. If You do not, no Affiliated Person will be liable to You for the claim.

16.       **INDEMNIFICATION.** You will indemnify and hold Us and the Affiliated Persons harmless from and against actual loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this Agreement, Your use of this Site or any Product or any information contained in this Site or provided by Us, or Your infringement of any intellectual property or other right of any person or entity.

17.       **APPLICABLE LAW.** These Terms of Use and their enforcement shall be governed by the laws of the state of Georgia, without regard to conflict of law principles.

18.       **ENTIRE AGREEMENT BETWEEN US.** This Agreement constitutes the entire agreement between You and Us regarding the Products and information contained on or acquired through this Site. This Agreement takes effect on Your first use of this Site, and it applies to all persons accessing the Site from Your computer, and to all persons using Your User ID, password or PIN. The headings used in this Agreement are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms and conditions of use. You agree that this Agreement is not intended to and does not confer any rights on any persons other than Us and You and the third party beneficiaries referenced in this Section. If any provision of this Agreement is held invalid, unenforceable or void by applicable laws, the remaining portions shall continue in full force and effect. You may not assign this Agreement or the Product to someone else. Unless otherwise explicitly stated, the provisions contained in Sections 4 (Registration; Use of Products), 14 (No Warranty; Limitation of Liability), 15 (Limitation of Liability; Notice of Claims), 16 (Indemnification), 17 (Applicable Law) and this Section 18 will survive termination of this Agreement and Your access to and use of the Products and the information contained on this Site or provided by Us. Suppliers are third party beneficiaries under this Agreement.