

# LifeLock Membership Terms and Conditions Agreement

These LifeLock Membership Terms and Conditions ("Agreement") between LifeLock, Inc. ("LifeLock") and you, the person who will become or is a LifeLock member ("you," "your" or "yours"), describe the terms under which you may use the LifeLock® identity theft protection programs (the "Protection Programs") and credit monitoring product (the "Credit Monitoring Product") described in Exhibit A and enrolled as described below (the "Protection Programs" and the "Credit Monitoring Product" are collectively referred to herein as the "Services") and/or use the website [www.lifelock.com](http://www.lifelock.com) ("Website"). Your use of the Services and/or the Website constitutes your acceptance of the terms of this Agreement.

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOU RESIDE IN THE UNITED STATES, THAT YOU HAVE A VALID UNITED STATES SOCIAL SECURITY NUMBER, THAT YOU MAY LEGALLY ENTER INTO THIS AGREEMENT, AND THAT YOU AGREE WITH ALL THE TERMS OF THIS AGREEMENT. YOU FURTHER UNDERSTAND AND AGREE THAT THE SERVICES COVER ONLY YOUR PERSONAL AND BUSINESS ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID UNITED STATES SOCIAL SECURITY NUMBER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ENROLL FOR THE SERVICES OR USE THE WEBSITE. YOUR USE OF THE SERVICES AND/OR WEBSITE SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. LIFELOCK MAY CHANGE THIS AGREEMENT AND LIFELOCK'S PRIVACY POLICY FROM TIME TO TIME, AND POST THOSE CHANGES ON THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE OR USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

## 1. Becoming a LifeLock Member

To become a LifeLock member and to receive the Services, you must, in the course of the enrollment process, provide certain fully accurate personal information as LifeLock may reasonably require for the applicable Services, including without limitation your name, address, telephone number, email address, date of birth, driver's license number, Social Security number, and other personal information to verify your identity, as well as financial information such as your credit card number (collectively, "Personal Information"). You may enroll (i) by telephone, (ii) at the Website or (iii) by authorizing a third-party partner of LifeLock to provide your Personal Information on your behalf, as applicable (collectively, the "Enrollment Process"). You agree to keep all Personal Information updated and accurate.

Upon completion of the Enrollment Process and payment to LifeLock of the proper fees (either directly by you or indirectly through a third-party partner of LifeLock) for the level of Services for which you enrolled, as applicable, you will become eligible to receive such Services. Provision of the required enrollment information in the course of the Enrollment Process shall constitute "written instructions" given pursuant to the Fair Credit Reporting Act.

A current selection of the various levels of Protection Programs and the Credit Monitoring Product and any additional terms applicable to any such Protection Program or Credit Monitoring Product is located in **EXHIBIT A (SERVICES)** to this Agreement which is hereby incorporated into this Agreement by reference. You must enroll in the level of Protection Program or select the Credit Monitoring Product you wish to receive as part of the Enrollment Process, unless such Protection Program level or Credit Monitoring Product is predetermined pursuant to the terms of the offering made available to you by the third-party partner of LifeLock or by the promotional offer used at the time of your enrollment. As part of the Enrollment Process, you may also enroll a minor child if you are their parent or legal guardian. LifeLock may require you to provide such proper documentation to LifeLock as it deems necessary in its sole discretion, either directly or indirectly through the applicable third-party partner of LifeLock, to prove your relationship with any such minor child. All terms of this Agreement will apply to such minor child in the same way they apply to an adult member, except that the Services for such minor children will only include those Services so designated in **EXHIBIT A (SERVICES)** as Minor Services. Where LifeLock delivers to you or any such child, as a part of the Services, a credit report in electronic format, you will first be required to provide to LifeLock, either directly or indirectly through the

applicable third-party partner, a valid email address and other information LifeLock may require in its sole discretion to enable LifeLock to confirm your identity.

YOU UNDERSTAND AND AGREE THAT THE SERVICES SHALL NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CONSUMER REPORTING AGENCIES. YOU ALSO UNDERSTAND AND AGREE THAT IT MAY TAKE UP TO FOUR (4) WEEKS FROM THE DATE YOU ACCEPT THIS AGREEMENT AND COMPLETE THE ENROLLMENT PROCESS FOR THE SERVICES TO BE ACTIVATED.

## **2. Service Guarantee**

The provisions of this Section 2 constitute the "Service Guarantee" under this Agreement. If you are a LifeLock member in good standing and enrolled in the Protection Programs, have paid LifeLock (or caused LifeLock to be paid) all proper fees for such Protection Programs, and have fully complied with this Agreement including without limitations the provisions of Section 4, and you nevertheless become a victim of a fraud committed or attempted using your Personal Information without authority because of a failure or defect in the Protection Programs, LifeLock will retain and pay for those third-party professional services that are reasonably necessary in LifeLock's judgment to assist you in restoring losses or recovering your lost out-of-pocket expenses caused by such fraud. LifeLock will pay such third parties up to a maximum of one million dollars (\$1,000,000) over your lifetime for all such fraud incidents in the aggregate, provided that:

- You notify LifeLock within thirty (30) days of the date you know, or reasonably should have known, that someone had improperly used your Personal Information to commit a fraud;
- You fully cooperate and are truthful with those LifeLock retains to assist you, and you will execute any documents LifeLock reasonably requires;
- You fully cooperate with LifeLock in any remediation process, including, but not limited to, providing LifeLock with copies of all available investigation files from any institution, including, but not limited to, banks, credit institutions, or law enforcement agencies relating to the alleged identity theft;
- You agree that LifeLock will not pay or be obliged as to any costs or expenses other than as described in this Service Guarantee, including without limitation fees of any service providers not retained by LifeLock;
- You agree that LifeLock reserves the right to investigate any asserted Service Guarantee claim to determine its validity;
- You agree that LifeLock is not an insurance company, is not a credit repair organization, is not a credit counseling service, and does not promise to help you improve your credit history or rating; and
- You agree that LifeLock will not make payments to you for any loss or liability you may incur.

Should a bank or other credit institution, after reasonable investigation, determine that your reported loss is not due to identity theft, LifeLock may rely on such investigation to determine that the Service Guarantee is not applicable to such loss.

THE FOREGOING SERVICE GUARANTEE STATES THE ENTIRE OBLIGATION OF LIFELOCK AND YOUR ENTIRE REMEDY FOR ANY FAILURE OR DELAY IN PERFORMING THE PROTECTION PROGRAMS. EXCEPT AS SET FORTH IN THIS SECTION 2 (SERVICE GUARANTEE), THE PROTECTION PROGRAMS AND CREDIT MONITORING PRODUCT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. LIFELOCK HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; ARISING FROM COURSE OF DEALING, USAGE, OR TRADE; AND

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Some jurisdictions do not allow certain limitations of warranties, so the foregoing may not apply to you.

**THE SERVICE GUARANTEE APPLIES ONLY TO THE PROTECTION PROGRAMS AND DOES NOT APPLY TO THE CREDIT MONITORING PRODUCT. DUE TO NEW YORK STATE LAW RESTRICTIONS, THE SERVICE GUARANTEE IS NOT OFFERED, APPLICABLE, OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.**

### **3. Payment**

You agree that you will make any required payments on a timely basis for the Services on a monthly or annual basis (as determined by you when you enroll or if applicable, as determined by the third-party partner). In the case of direct payment, you authorize LifeLock to: (a) charge your credit card;(b) automatically charge your credit card on a monthly or annual basis for your recurring monthly or annual Membership renewals, as applicable; and (c) obtain automatic updates for any expiring credit cards you have provided LifeLock. You may cancel at any time by calling 1-800-LifeLock (543-3562). In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services unless noted otherwise.

### **4. Your Conduct**

You understand and agree that perfect security does not exist anywhere, and you will protect your Personal Information in a reasonable way at all times. Accordingly, you will not recklessly disclose or publish your Social Security number or any other Personal Information to those that would reasonably be expected to improperly use or disclose that Personal Information, such as, by way of example, in response to "phishing" scams, unsolicited emails, or pop-up messages seeking disclosure of Personal Information. You also agree that you will, upon request from LifeLock, immediately remove from your computer any malicious or "peer-to-peer" software identified by LifeLock.

### **5. Term**

The term of this Agreement will continue until terminated by you or LifeLock. LifeLock may terminate this Agreement at any time upon notice to you with or without cause. If LifeLock terminates this Agreement without cause, LifeLock will promptly refund to you a pro-rata portion of any fees you have already paid directly to LifeLock for the Services that have yet to be provided; however, any fees paid indirectly by you through a third-party partner of LifeLock or fees paid on your behalf by a third-party partner of LifeLock will not be refunded to you by LifeLock. You may terminate this Agreement at any time upon notice to LifeLock (or, if you obtained your membership through a third-party partner of LifeLock, upon notice to such third-party partner) with or without cause. If this Agreement has not been terminated, it shall automatically continue indefinitely, and you shall pay (or cause to be paid) corresponding fees as published by LifeLock from time to time.

### **6. Privacy Policy**

LifeLock's Privacy Policy is located on the Website, and is incorporated by reference into this Agreement. You authorize LifeLock, its agents, and its employees to obtain various information and reports about you (or about your minor child that you have enrolled) as LifeLock deems reasonably necessary or desirable in the course of performing Services. LifeLock may share your Personal Information with any other person registered on your LifeLock account. You, individually or as the parent or legal guardian of a minor child you enroll or cause to be enrolled, expressly authorize LifeLock, its agents, and its employees to take any steps necessary to implement the Services, including, but not limited to, completing and executing any documents, communicating with third parties, and acting as a personal representative to the fullest extent permitted by law.

### **7. Disclaimer**

IN NO EVENT SHALL LIFELOCK BE LIABLE TO YOU OR ANY PARTY YOU ENROLL OR CAUSE TO BE ENROLLED FOR SERVICES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER AND WHEREVER ARISING. OTHER THAN PURSUANT TO THE SERVICE GUARANTEE, IN NO EVENT SHALL THE TOTAL LIABILITY OF LIFELOCK UNDER THIS

AGREEMENT OR REGARDING THE SERVICES EXCEED THE GREATER OF ONE THOUSAND DOLLARS (\$1,000) OR THE TOTAL AMOUNT YOU HAVE PAID TO LIFELOCK FOR SERVICES. Some jurisdictions do not allow certain limitations of damages, so the foregoing may not apply to you.

## **8. Jurisdiction**

This Agreement and any Service provided hereunder will be governed by the laws of the State of Arizona, without regard to any laws that would direct the choice of another state's laws and, where applicable, will be governed by the federal laws of the United States.

## **9. Other Rights**

You understand and agree that the Fair Credit Reporting Act allows you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. Accordingly, you also understand and agree that your decision to pay any required payments for the Services and receive the Services under this Agreement has been made by you as a convenience, and is not legally required.

## **10. General**

Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without the prior written permission of LifeLock. Any purported assignment without such permission shall be void. Any waiver of any rights of LifeLock under this Agreement must be in writing, signed by LifeLock, and any such waiver shall not operate as a waiver of any future breach of this Agreement. In the event any portion of this Agreement is found to be illegal or unenforceable, such portion shall be severed from this Agreement, and the remaining terms shall be separately enforced. Your use of the Services and the Website shall at all times comply with all applicable laws, rules, and regulations. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. You will indemnify and hold LifeLock (and LifeLock's officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or regulation, or the rights of any third party. This Agreement is solely and exclusively between you and LifeLock and you acknowledge and agree that (i) no third-party partner of LifeLock is a party to this Agreement, and (ii) no third-party partner of LifeLock has any obligations or duties to you under this Agreement.

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Version 2.2 August, 2011

## **EXHIBIT A**

### **"SERVICES"**

#### **I. The Identity Theft Protection Programs:**

A. **LifeLock® Service.** If you enroll for the LifeLock® Service, LifeLock will do the following for you:

(i) Through the LifeLock Identity Alert® service, using your Personal Information, monitor your identity fraud risk level, based upon your credit and noncredit transaction history, on an ongoing basis using certain proprietary technologies and database information owned by or under license to LifeLock. In addition, when LifeLock determines that there has been a credit or noncredit application event using your Personal Information, LifeLock shall notify you via telephone, or email. You will provide LifeLock with up to two (2) telephone numbers

in order to contact you, but LifeLock shall contact you with respect to such notification only at the telephone number you designate as your "alert" telephone number;

(ii) Request, to the extent permitted by 15 U.S.C § 1681b (e), that your name be removed from preapproved credit card mailing lists. All consumers can opt out of preapproved credit card offers, free of charge, by logging on to [www.optoutprescreen.com](http://www.optoutprescreen.com) or by calling 1-888-5OPTOUT;

(iii) Order, upon your enrollment for LifeLock Services, and thereafter one (1) time per year, your annual credit report from major consumer reporting agencies as LifeLock may deem appropriate, and as permitted by 15 U.S.C. § 1681j(a). All consumers can obtain a free credit report from each of the three nationwide consumer reporting agencies, once every twelve (12) months, by logging on to <https://www.annualcreditreport.com> or by calling 1-877 FACTACT;

(iv) Through the eRecon™ and TrueAddress™ services, search Internet "black market" websites and national address databases for illegal selling or trading of your Personal Information, which may include your Social Security number, credit card numbers, debit card numbers, medical identification numbers, and driver's licenses, or unauthorized attempts to change your address, and in such case that LifeLock detects a match, LifeLock will notify you; and

(v) Through the WalletLock® service, if your wallet is lost or stolen, help you identify your missing documents; contact each credit card, bank, or document issuing company; cancel your affected accounts; and LifeLock will help provide the paperwork and steps necessary to replace your lost documents (other than pictures, cash or cash equivalents). You will be responsible, however, for any applicable fees charged by any credit card, bank, or document issuing companies to replace lost or stolen documents.

**B. LifeLock Command Center™ Service.** If you enroll for the LifeLock Command Center™ Service, you must provide (or cause to be provided to) LifeLock with an email address in order for LifeLock to communicate with you via the Secure Login member portal, and in such case LifeLock will do the following for you:

(i) Through the LifeLock Identity SDS™ (Search. Detect. Secure.) service, using your Personal Information detected in the electronic databases we monitor, deliver alerts and reports: a. to find instances of your Personal Information in use by "payday loan" or "cash advance" short-term lenders;

a. to find instances of your Personal Information in use by "payday loan" or "cash advance" short-term lenders;

b. to provide a list of registered sex offender records near you and alert you if a sex offender is using your home address on any registries in such databases;

c. to identify postal addresses associated with your identity which are found in public records;

d. to identify instances of your Personal Information which are found in public court records; and

e. to identify alternate alias identities associated with your Personal Information.

(ii) Through the LifeLock Personal Breach Detection™ service, search "peer-to-peer" file-sharing networks on the Internet to detect if there is a match with certain of your Personal Information. In such case, LifeLock will notify you of the Personal Information found, whether the disclosure of your Personal Information appears to be from your personal computer or that of a third party, request removal of the Personal Information from the Internet site, and provide you with a recommended course of action.

LifeLock Command Center includes the LifeLock Services. LifeLock Command Center may not be available through all third-party partners of LifeLock.

**C. Minors' Services.** If you enroll a minor child for whom you are the parent or legal guardian for Minors' Services, LifeLock will do the following on behalf of such child:

(i) Through the LifeLock Identity Alerts® service, using your child's Personal Information, monitor your child's identity fraud risk level, based upon your child's credit and noncredit transaction history, on an on-going basis using certain proprietary technologies and database information owned by or under license to LifeLock. Based upon such monitoring, where LifeLock determines that there has been a credit or noncredit application event using your child's Personal Information, LifeLock shall notify you, via telephone, or email. You will provide

LifeLock with up to two (2) telephone numbers in order to contact you, but LifeLock shall contact you with respect to such notification only at the telephone number you designate as your "alert" telephone number;

(ii) Order, upon enrollment of such child for the Minor Services, and thereafter one (1) time per year, an annual credit report for such child from major consumer reporting agencies as LifeLock may deem appropriate, and as permitted by 15 U.S.C. § 1681j(a), and to the extent that such a credit report exists and to the extent that the information provided to LifeLock corresponds to such a credit report; and

(iii) Through the WalletLock® service, if your child's wallet is lost or stolen, help you identify your child's missing documents; contact each credit card, bank, or document issuing company; cancel your child's affected accounts; and help provide the necessary the paperwork and steps necessary to replace your child's lost documents (other than pictures, cash or cash equivalents). You will be responsible, however, for any applicable fees charged by any credit card, bank, or document issuing companies to replace lost or stolen documents.

## **II. Credit Monitoring Product**

**A. LifeLock Credit Score Manager.** If you enroll for LifeLock Credit Score Manager, LifeLock will:

(i) provide annually a copy of your tri-bureau credit report;

(ii) provide annually your tri-bureau credit scores;

(iii) provide daily credit monitoring and alerts from all three credit reporting agencies; and

(iv) provide your monthly TransUnion credit scores.

LifeLock Credit Score Manager may not be available through all third-party partners of LifeLock.

**THE SERVICE GUARANTEE DOES NOT APPLY TO LIFELOCK CREDIT SCORE MANAGER.**