

## **TERMS AND CONDITIONS OF GENERALI GLOBAL ASSISTANCE IDENTITY PROTECTION PRODUCTS**

This website (the "Site") is owned and/or operated by Generali Global Assistance, Inc. ("GGA") and is subject to the [Terms of Service](#), [Privacy Policy](#), and other legal notices posted on the Site, and these Terms and Conditions, which you should read before proceeding.

GGA provides the services listed below ("the Products"), which are part of GGA's Identity Protection Program ("IDP"). The IDP Products are accessible through the GGA Identity Protection Portal ("IPP") and the Products may only be used by you in accordance with these Terms and Conditions (the "Terms").

***PLEASE REFER TO THE PLAN DETAILS IN YOUR ACCOUNT DETAILS PAGE TO BE AWARE OF THE PRODUCTS THAT ARE INCLUDED IN YOUR IDP.***

***Some programs are available only to the Primary Member and others may also be available to some family members. Please refer to your account details page.***

These Terms set forth the terms and conditions applicable to your use of the IDP Products as a Member, meaning that by enrolling in the IDP Program or by using any of the IDP Products you as the Member agree to the Terms. By accessing the IPP, enrolling or attempting to enroll in the IDP, or using the Products you acknowledge and agree that these Terms are a legally binding contract between you and GGA. Any Member who does not agree to the Terms is not authorized to use the Products.

We will update this TOS, The Terms and Conditions and/or the Privacy Policy as necessary and we will post the updated version on the Site.

By enrolling in the IDP Program and/or by using any of the IDP Products you as the Member, represent and warrant that the information provided to the IDP is true and correct to the best of your or such Member's knowledge and belief.

By enrolling in the IDP Program or by using any of the IDP Products, you as the Member hereby expressly and irrevocably agree that regardless of your place of legal residency or your physical location at the time the IDP Products are utilized, the IDP Program and the IDP Products are provided to Members subject exclusively to the privacy and ID protection laws, rules and regulations of the United States and the State of Maryland (the "Applicable Laws"). Other countries and jurisdictions may have privacy and ID protection laws ("Other Laws") that provide greater or different protections than those provided by the Applicable Laws. To the extent you may lawfully do so, you as the Member hereby expressly and irrevocably waive the application of all Other Laws to these Terms and Conditions, the IDP Program and the IDP Products provided to you.

*Some IDP Product features may be provided through authorized third party providers and may be subject to additional terms and conditions implemented by those authorized providers.*

### **A. DEFINITIONS:**

“Program” means the combination of Products that is included in your IDP. Please refer to the plan details in your Account Details page to be aware of the Products that are included in your IDP.

“Effective Date” means the date when the Member enrolls in the IDP.

“Renewal Date” means each annual anniversary of the Effective Date.

## **1. DEFINITIONS APPLICABLE TO INDIVIDUAL PLANS**

“Primary Member” “Member” and “you” means an individual person who has purchased IDP and is duly enrolled in compliance with the terms of enrollment. A Member must be at least 18 years of age and a citizen or legal resident of the country indicated in the home address during enrollment.

### **DEFINITIONS APPLICABLE TO COUPLE AND FAMILY PLANS**

*Some programs are available only to the Primary Member and others may also be available to some family members.*

“Primary Member” means an individual person who has purchased IDP and is duly enrolled in compliance with the terms of enrollment. A Primary Member must be at least 18 years of age to purchase IDP and a citizen or legal resident of the country indicated in the home address during enrollment.

“Member” and “you” means a Primary Member, a Spouse/Domestic partner and any Dependent Children who are in compliance with the terms of enrollment in the IDP. A Member must be a citizen or legal resident of the country indicated in the home address during enrollment.

“Dependent Children” means unmarried children from the moment of birth, including natural children, stepchildren and adopted children primarily dependent upon the Primary Member for maintenance and support, and who are under age 19 or under age 25 if enrolled as a full-time student, or unmarried children regardless of age who are incapable of self-support because of a mental or physical disability. When a Dependent Children reaches age 25, he or she will no longer be eligible for services.

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

“Domestic Partner” means the mentally-competent partner of a Primary Member, either of the same or the opposite sex who is at least 18 years of age and has met all of the following requirements for at least 6 months: i) resides with the Primary Member; and ii) shares financial assets and obligations with the Primary Member. We may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

## **B. PREVENTION AND DETECTION PRODUCT SERVICES**

**IMPORTANT NOTICE: AS AN IDP MEMBER YOU ARE ENTITLED TO RECEIVE ANY OF THE IDP SERVICES LISTED BELOW THAT ARE INCLUDED IN YOUR IDP PROGRAM MEMBERSHIP PLAN. IN ORDER TO USE SOME SERVICES INCLUDED IN YOUR IDP MEMBERSHIP YOU MUST FIRST ACTIVATE THE INDICATED**

SERVICES BY PROVIDING US OR OUR APPROVED THIRD PARTY SERVICE PROVIDERS WITH ADDITIONAL INFORMATION ABOUT YOURSELF. PROVIDING SUCH INFORMATION IS ENTIRELY OPTIONAL, BUT IF YOU CHOOSE NOT TO PROVIDE THE REQUESTED INFORMATION, SOME INCLUDED SERVICES WILL NOT BE AVAILABLE FOR YOU TO USE OR YOU MAY NOT BE ABLE TO RECEIVE ALL THE FEATURES OF INCLUDED SERVICES. ALL PERSONAL INFORMATION WE RECEIVE FROM YOU WILL BE TREATED AS CONFIDENTIAL AND WILL BE USED ONLY BY GGA AND ITS APPROVED SERVICE PROVIDERS TO HELP PROVIDE THE PRODUCT SERVICES YOU HAVE REQUESTED. FOR ADDITIONAL INFORMATION RELATING TO USE OF INFORMATION YOU PROVIDE IN CONNECTION WITH OUR PRODUCTS, PLEASE SEE OUR [PRIVACY POLICY](#).

**1. 24/7 Expertise:** GGA's U.S. based Identity Theft resolution specialists and online resources are available 24/7 to educate you about how identity theft occurs as well as provide tips to help keep your identity safe.

**2. Identity Theft Protection Kit:** GGA 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 sample affidavit form as well as sample letter templates for filing disputes in cases of identity theft or fraud.

**3. Preventative Education:** GGA will provide online resources and phone assistance via GGA's Identity Theft Resolution center to educate you on how identity theft occurs as well as protective measures anyone can take to limit their risk.

**4. Online Identity Monitoring Dashboard (requires activation):** We will provide an online monitoring dashboard to monitor your identity risk level, access Identity theft protection tips and respond to alerts from our online platform.

**5. Monthly risk alert/newsletter:** GGA will send you communications to keep you abreast of identity-related threats that are commonly faced by consumers in today's world as well as the services & protections you could utilize through your identity theft protection program.

**6. Credit Monitoring, Report and Score (requires activation and is available only in select countries):** If your IDP includes this Product, GGA will provide you with access to your credit report and credit score and will monitor your credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in your name.

#### **6.1 Credit Monitoring Services:**

- a. **Credit Monitoring–1 Bureau (requires activation and is available only in select countries):** Our credit monitoring services track your credit report at TransUnion® and alerts you of any changes that could indicate fraud (e.g., new credit inquiries, an address change, or a new credit account opened in our name). GGA will send alert notification emails and/or text messages anytime potentially unauthorized inquiries or suspicious activities on your credit file are detected so you can take immediate action to minimize damage. You will be able to view alert details, close out any legitimate activity, or flag reports that need immediate attention. If you cannot successfully enroll in Credit Monitoring, you will be notified via email or/and via text message.

- b. Credit Monitoring–3-Bureau (requires activation and is available only in select countries):** If your IDP program includes this service, our credit monitoring services track your credit report at the three major credit bureaus, TransUnion®, Experian®, and Equifax®, and alerts you of any changes that could indicate fraud (e.g., new credit inquiries, an address change, or a new credit account opened in your name). GGA will send alert notification emails or/and text messages anytime potentially unauthorized inquiries or suspicious activities on your credit file are detected so you can take immediate action to minimize damage. You will be able to view alert details, close out any legitimate activity, or flag reports that need immediate attention.
- c. Credit Report and Score– 1 Bureau (requires activation and is available only in select countries):** You will receive 24/7 online access to your credit report and credit score at TransUnion® to view the factors that affect your credit score and ensure that your credit history is accurate.
- d. Credit Report and Score– 3 Bureau (requires activation):** If your IDP program includes this service, you will receive 24/7 online access to your credit report and credit score from all three major credit bureaus to view the factors that affect your credit score and ensure that your credit history is accurate.
- e. Monthly Credit Report and Score Refresh (requires activation and is available only in select countries):** If your IDP program includes this service, we will keep regular tabs on updates to your credit score with our monthly credit report and score refresh (available on the first of every month)
- f. Credit Monitoring Alerts (requires activation and is available only in select countries):** You will receive an alert if any changes to your credit profile are detected, such as:
  - New credit inquiries
  - An address change
  - New credit account opened in your name

Notifications are sent via email or/and via text message so you can take immediate action to minimize damage should the activity be unauthorized. This service allows you to view alert details, close out any legitimate activity, or flag reports that need immediate attention.

- g. One-time credit report and no credit score (requires activation and is available only in select countries).** Some IDP programs may have this Product. If your IDP includes this Product, you will have access to a one-time credit report and you will not have access to your credit score.
- h. One-time credit report and one-time credit score (requires activation and is available only in select countries).** Some IDP programs may have this Product. If your IDP includes this Product, you will have access to a one-time credit report and to a one-time credit score.

## **6.2 Credit Monitoring Services Conditions (Applicable to US IDP programs only)**

- a. Eligibility:** Credit Monitoring is available to the Member who must be at least 18 years of age.
- b. Consent to Obtain Credit Information:** By enrolling in the Credit Monitoring service, you certify that the information you have provided in connection with your account is

true and accurate. You agree that, by enrolling in Credit Monitoring, and each time you access your credit report or score, you are providing "written instructions" as set forth in the Fair Credit Reporting Act for TransUnion® to obtain your consumer credit report and score from a consumer reporting agency including but not limited to Experian®, TransUnion® and/or Equifax®. You also agree that, by enrolling in Credit Monitoring, you are providing "written instructions" as set forth in the Fair Credit Reporting Act for GGA to obtain your consumer credit report and score from a consumer reporting agency including but not limited to Experian®, TransUnion® and/or Equifax®, solely for the purpose of (i) attempting to authenticate your identity in the event you cannot successfully enroll in Credit Monitoring through the online enrollment process on the IPP, or (ii) in the event you are the victim of identity theft. GGA does not store your credit report or score or share that information with third parties. (*TransUnion® is a registered trademark of TransUnion LLC., Experian® is a registered trademark of Experian Information Solutions, Inc. and Equifax® is a registered trademark of Equifax, Inc.*)

- c. **Service only Available if We Can Match:** If Credit Monitoring cannot match you with a consumer report or is otherwise unable to obtain your score, you will not be able to use this service until such time as you have built a credit history or otherwise corrected the matching error that has prevented us from obtaining your credit.
- d. **Communications:** You agree to receive in electronic form all other communications regarding Credit Monitoring services. As part of the Credit Monitoring service, we may send you alerts by email or/and text message. You consent to receive these communications.
- e. **Right To Receive A Free Credit Report From AnnualCreditReport.com:** Credit Monitoring provides access to your credit score and related information. However, it's important to know that, by law, you also have the right to free credit reports from AnnualCreditReport.com or by calling 877-322-8228, which is the authorized source under Federal Law for free credit reports. By law, you may obtain one free credit report from each of the three national credit reporting agencies (Experian, Equifax, and TransUnion) during any twelve-month period. For more information, go to: [consumerfinance.gov](http://consumerfinance.gov).
- f. **Termination:** We may terminate your access to Credit Monitoring at any time and for any reason without notice. If you close your account or your account charges off, we will terminate your access to Credit Monitoring.

## **7. IDENTITY MONITORING SERVICES**

**7.1 Identity Monitoring (requires activation to access your alerts):** If your IDP includes this Product, you will receive access to Identity Monitoring ("Identity Monitoring"): Through its authorized provider, GGA provides internet searches to detect compromised credentials and potentially damaging use of your personal information, and alert you via email or/and text message so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Examples of types of alerts include:

- a. **Detect Pre-Existing Conditions:** The identity monitoring service conducts a look-back, searching potentially compromised data to attempt to identify previously unknown incidents of identity theft.
- b. **High Risk Transactions:** This service monitors your high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts.
- c. **Compromised credentials:** This service monitors your online credentials on sources such as hacker dump sites, the black market, hacktivist forums, file sharing portals, botnet exfiltration, data leaks and malware logs. If your username, email address, or passwords are found within a corporate data breach, on malicious third party botnets, or in criminal forums, we will alert you.
- d. **Internet Black Market Surveillance:** This service monitors the underground economy to uncover exposed, sensitive information to determine if your personal identifying information appears. Additionally, you will be notified of upcoming expirations associated with information you enter for monitoring.
- e. **Identity Monitoring Alerts:** Identity monitoring alerts are sent via email or/and text message when pieces of your identity are detected under suspicious circumstances so that you can take immediate action to minimize damage. When you log in, you can view alert details, close out any unwarranted alerts, or flag the ones that need immediate attention.
- f. **Payday loan Monitoring:** This service monitors for payday loan fraud, which is when a thief uses your identity to illegally obtain a payday loan, racking up debt in your name.
- g. **Telecom Monitoring:** This service, this service monitors for wireless, Voice Over Internet Protocol ("VOIP"), landline or prepaid mobile accounts newly opened and activated using your information.
- h. **URL and Domain Monitoring:** URL and Domain monitoring allows you to enter an up to 10 domain or url names related to your small business. This service will monitor the domain and url names for any compromised email addresses associated with the domain or url names and if compromised email addresses are found in a data breach, this service will alert you via email or/and text message and will provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

### **C. IDENTITY THEFT RESOLUTION PRODUCT SERVICES:**

If your IDP includes Identity Theft Resolution Services, if you experience an identity theft incident ("Identity Theft") our Identity Theft Resolution services can help. Upon notification of an 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:

**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. Translation Services:** We'll translate when necessary, such as when you're 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 cost associated with the translation services.

**3. Attempted Resolution:** A representative of our company 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).

**4. 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.

**5. Creditor Notification, Dispute and Follow-Up:** In those countries where available, we'll 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.

**6. 3-Bureau Fraud Alert (Available only in the US):** GGA will enhance your fraud protection by assisting with placing a fraud alert on your records at all three credit bureaus. GGA 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. A fraud alert can be set by you directly with TransUnion via the IPP or directly with TransUnion or with the other credit bureaus. By setting up an Initial One Year Fraud Alert with TransUnion via the IPP, you will have a fraud alert with the other two credit bureaus. You may place a fraud alert provided you have a good faith suspicion that you are or are about to become a victim of identity fraud or related crime, including identity theft. Extended Fraud Alerts and Active Duty Fraud Alerts can only be set by you directly with TransUnion or with the other credit bureaus. Placing an Extended Fraud Alert or an Active Duty Fraud Alert with one credit bureau will not set it up with the other two. You have to place Extended Fraud Alerts or/and Active Duty Fraud Alerts with each credit bureau separately.

**7. Inform Police/Legal Authorities:** We'll assist you in reporting the fraudulent activity to the local authorities and we will forward a report of the fraudulent activity to creditors.

**8. 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.

**9. Lost Wallet Assistance:** We'll 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.

**10. Medical Identity Theft Assistance:** In those countries where available, we will, in the event you become the victim of medical identity theft, 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'll work with your healthcare providers and insurers to attempt to resolve the issues, ensuring that your claims and medical records are corrected. We will involve our in-house medical staff if necessary.

**D. SCAMASSIST™ RESEARCH SERVICE (Available only in select countries)**

If your IDP includes this Product, GGA will attempt to help you determine if an offer or solicitation you have received is an apparent scam, is from a malicious source, or is otherwise unsafe to engage with. You will be entitled to open up to four (4) ScamAssist™ cases in any given calendar month.

In the ScamAssist™ Service, GGA resolution specialists research and attempt to determine whether the offer or solicitation you have received is an apparent scam, is from a malicious source, or is otherwise unsafe to engage with.

Members should be aware that no system used to detect scammers, malware or dangerous items is entirely successful or foolproof. Accordingly, Members who use ScamAssist™ and any findings and/or safety assessment provided to Members in the content of the email do so entirely at the Members' own risk.

GGA's ScamAssist™ services are provided to Members on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, GGA AND ITS AFFILIATES, AGENTS, PARTNERS AND SUBSIDIARIES DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT IN CONNECTION WITH SCAMASSIST.

GGA may use or rely upon third-party websites or resources to perform ScamAssist™. By using ScamAssist™, you acknowledge and agree that GGA is not responsible or liable for: (i) the availability or accuracy or effectiveness of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Usage by GGA of such resources, or links to such websites or resources that may be found on the GGA website, does not imply any endorsement by GGA of such websites or resources or the content, products, or services available from such websites or resources. By using ScamAssist™, you acknowledge sole responsibility for and assume all risk arising from your reliance on GGA's findings based on GGA's use of any such websites or resources.

#### **E. CANCELLATION POLICY:**

The IDP membership may be cancelled by the Member. To cancel your IDP Program, please contact GGA, details provided in the upper right hand side area of the IDP website. Cancellation is effective immediately upon receipt of the telephonic or written request from the Member (the "Cancellation Date").

#### **F. TERM:**

The program is effective on the day of sale (the "Effective Date") and is active for one year or as long as you remain an eligible Mastercard cardholder and while the program is in effect. . Thereafter, on each anniversary of the Effective Date (each a "Renewal Date"), the IDP will renew automatically for additional one (1) year terms unless the Primary Member gives notice of his or her intention not to renew or if the Primary Member is no longer an eligible Mastercard cardholder or the IDP program is no longer in effect.

#### **G. RENEWAL TERM:**

After the Initial Term, the program renews automatically for additional one (1) year terms unless the Member gives notice of his or her intention not to renew before the Renewal Date or if the Primary



Member is no longer an eligible Mastercard cardholder or the IDP program is no longer in effect. GGA will send a renewal notice to the Member one month prior to the Renewal Date to inform him or her that the IDP membership will automatically renew.

#### **H. LIMIT OF LIABILITY:**

By enrolling in the IDP program and/or by using any of the services, you and any Member agree that the total and exclusive liability of GGA and its employees, officers, directors, attorneys, agents, assigns and third-party contractors (the "GGA Parties") to you for any claims, demands or damages relating to or arising out of IDP, the provision of services or any failure to provide services, shall be limited, in the aggregate, to fifty dollars (U.S. \$50.00) ("Limit of Damages"). You, as Member agree to indemnify and hold the GGA Parties harmless for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by GGA in or relating to any legal proceeding brought by or on behalf of you or 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 GGA be liable to you or to 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 GGA at the time of the provision of services or the Member's enrollment in the IDP program.

#### **I. LIMITATIONS AND EXCLUSIONS:**

1. Identity Theft(s) discovered by Members prior to enrollment in the IDP program are not eligible for services.
2. GGA does not guarantee that its intervention on behalf of the Member duly enrolled in the IDP will result in a particular outcome or that its efforts on behalf of the Member will lead to a result satisfactory to the Member.
3. GGA 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. GGA will attempt to assist a Member consistent with the limitations presented by the prevailing situation in the area.
4. Services cannot always be assured if conditions such as war, disaster or political instability render assistance Services difficult or impossible to provide. In such instances, Supplier reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit Supplier to fully provide Services or inclusion on an economic or trade sanction list (such as, but not limited to the U.S. Department of the Treasury's Office of Foreign Assets Control List).
5. GGA shall not be responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its 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, inclusion on an economic or trade sanction list or where rendering services is prohibited by local law or regulations.

6. (Applicable to US Programs only) Unless otherwise indicated, all credit scores furnished with our Products are TransUnion® Credit Scores. By this, we mean that all credit scores are prepared by TransUnion and make use of the TransUnion® VantageScore®3.0, which is a proprietary credit model developed by TransUnion®. Although the TransUnion® VantageScore® 3.0 is sometimes used by lenders, it is unlikely that your particular lender will use the TransUnion VantageScore®3.0. When prepared and delivered to you as part of the IDP, the TransUnion®VantageScore® 3.0 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 any person's qualification for a loan, or any other extension of credit.

7. (Applicable to US Programs only) Your use of the TransUnion® Credit Scores is subject at all times to all TransUnion terms and conditions, restrictions, and disclaimers. GGA assumes no responsibility of any kind for the completeness or accuracy of any TransUnion® Credit Score. GGA does not represent that the TransUnion® VantageScore® 3.0 is identical or similar to any other credit score or score model.

8. (Applicable to US Programs only) In the case of the TransUnion® VantageScore 3.0®, refer to TransUnion's Terms of Use at [click here](#).

9. (Applicable to US Programs only) 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 PRODUCTS OFFERED THROUGH THIS SITE 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.

10. EXCEPT FOR EXPRESS WARRANTIES, IF ANY, STATED IN THESE TERMS AND CONDITIONS, ANY SOFTWARE USED OR SERVICES PROVIDED IN CONNECTION WITH THE IDP AND ASSOCIATED 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, GGA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SUITABILITY FOR YOUR INTENDED PURPOSES.

11. Note: some creditors may require Members 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.

#### **J. GOVERNING LAW AND JURISDICTION:**

These Terms shall be deemed to be made in the State of Maryland and shall in all respects be interpreted, construed and governed by and in accordance with its laws without application of conflicts of law provisions. For any disputes arising out of the Terms, the parties irrevocably submit to the jurisdiction of the local and federal courts of the State of Maryland, which shall serve as the exclusive forum for the purposes of any suit, action or other proceeding, except for a suit by GGA seeking injunctive relief, which GGA may pursue in any appropriate forum.

## **K. SPECIAL PROVISIONS PERTAINING TO COUPLE AND FAMILY PLANS (Applicable to Couple and Family Plans only)**

### **Couple Plan.**

The GGA Couple Plan allows the Primary Member to purchase a single membership that enables their Spouse or Domestic Partner to enjoy the Plan benefits. Although the Primary Member may pay for their Spouse or Domestic Partner to be in the Couple Plan, each Member of the Plan must separately enroll in the Plan by providing their own email address and other identifying information to access the Couple Plan benefits. Each Member will have their own login and password. Neither Member in a Couple Plan is allowed to access the personal information of the other Member and all notifications, alerts and monitoring information will be sent only to the email address or telephone number (if sent via text message) provided by the individual Member at the time such Member signs up for IDP services.

### **Family Plan.**

The GGA Family Plan allows the Primary Member to purchase a single membership that enables their Spouse or Domestic Partner to enjoy the Plan benefits. In addition, the Family Plan allows the Primary Member to monitor up to six (6) of their Dependent Children by means of the "Child Monitoring" Product feature of the Plan. Information pertaining to minor Dependent Children will be associated with and viewable on the Primary Member's account. Dependent Children between the ages of 18 -24 may be enrolled under the Family Plan only as adult Members with their own email, login and password, and their information will not be viewable by the Primary Member. When a Dependent Child reaches age 25, he or she will no longer be eligible for services.

### **Enrollment of Minor Children in Family Plan.**

As part of your Family Plan membership, you are entitled to enroll Dependent Children. You may enroll Dependent Children under the age of 18 for whom you are the legal parent or guardian by providing required information including, but not limited to, a valid Social Security number and date of birth for each of your minor children, and supporting documentation as requested. When a Dependent Child turns 18, you will be notified to provide an email for that child and your access to the child's information will be blocked. A Dependent Child 18 years and older must set up their own password and login to retrieve their information.

### **Further Certifications or Documents May Be Required.**

We will provide information about a minor child only to a Primary Member who is also the minor child's parent or legal guardian. By enrolling any minor child, you must certify that each such child is under the age of eighteen (18) years of age and you are the parent or legal guardian of each minor child whom you have named on the enrollment forms. We may also require further documentation regarding your status as parent or legal guardian prior to releasing certain information to you. YOU ACKNOWLEDGE AND AGREE THAT IT IS ILLEGAL FOR ANYONE TO OBTAIN PERSONAL INFORMATION CONCERNING A MINOR CHILD FOR WHOM THEY ARE NOT THE PARENT OR LEGAL GUARDIAN AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR ENROLLMENT OF YOUR MINOR CHILD REQUIRES US TO OBTAIN INFORMATION ABOUT YOUR CHILD AND THAT ANY INFORMATION ABOUT YOUR MINOR CHILD THAT

YOU OBTAIN FROM US WILL BE USED SOLELY FOR THE PURPOSE OF ASSISTING YOU IN PROTECTING YOUR MINOR CHILD AGAINST ACTUAL, SUSPECTED OR POTENTIAL FRAUD.

**Automatic Suspension.**

When a Dependent Child turns 18, you will be notified to send a link to your child to enroll with that child's own email, login and password under the Family Plan. On the child's 18<sup>th</sup> birthday, your access to the child's information will automatically cease and all Child Monitoring will automatically cease on that date. Once this occurs, you will no longer be eligible to receive monitoring of any sort regarding that child. If your Dependent Child proceeds to enroll under the Family Plan as an adult, they may continue to receive the Family Plan Product for as long as they remain an eligible Dependent Child and your Family Plan stays in effect.

**Last Revision Date:** January 30, 2020