

Prior Identity Theft Remediation Service Terms

1. Certain Products offer Prior Identity Theft Remediation ("PIDR") during your membership. If Your Product has this feature and You have a qualifying "Prior Stolen Identity Event" as defined below, You must contact LifeLock Member Services at 1-800-607-9174 for assistance. If You are receiving PIDR through an offering from Your employer, Your employer may provide you contact information for LifeLock Member Services and documentation that describes your service offering. These Prior Identity Theft Remediation Service Terms (the "PIDR Service Terms") are hereby incorporated by reference into the LifeLock Service Terms found at <https://www.lifelock.com/legal1/terms/> (the "Service Terms"). All Service Terms shall apply to PIDR and in the event of any conflict between the Service Terms and the PIDR Service Terms, the PIDR Service Terms shall control. All capitalized terms not defined herein shall have the meaning set forth in the Service Terms.

2. PIDR is available when You have a qualifying Prior Stolen Identity Event. A "Prior Stolen Identity Event" means an occurrence within twelve (12) months prior to your enrollment date in the applicable LifeLock identity theft service, which includes a single act or a series of related acts, whether committed by one or more persons, of the Theft (defined below) of your personal information using your personal identification (such as Your social security number, or other method of identifying You), or one or more uses of such stolen information without Your express authorization to establish a deposit, credit or other account, secure a loan, and/or establish a utility or merchant account. The fraudulent use of your Business name, or any other method of identifying your business activity is not a Prior Stolen Identity Event. For the purposes of this paragraph, "Theft" shall mean the unauthorized misappropriation, access or use of personal information or data used to identify an individual. To be eligible for PIDR, You must be a US citizen or permanent resident. You must also report an eligible Prior Stolen Identity Event to us within the first twelve (12) months of your enrollment in the applicable LifeLock identity theft service.

3. PIDR attempts to restore Your identity by working with the relevant banks, merchants or utilities, by:

- a. Explaining Your rights as a victim of identity theft;
- b. Contacting those entities where the suspected identity theft event occurred submitting appropriate documentation, and negotiating on your behalf to help resolve the identity theft event;
- c. Assisting You through the process of filing an identity theft affidavit with the Federal Trade Commission.

4. Restoring Your identity may not be possible in all cases, and accordingly, We do not make any promises, warranties, and/or guarantees that We will be able to successfully resolve Your identity theft case. In the course of our remediation efforts under your applicable LifeLock service plan, it is likely that We will have to work with third parties. Some of those third parties, however, may not agree to work with Us. In those cases, We will provide You with advice on engaging with these third parties. Other third parties may agree to work with Us but only if You also participate, such as by participating in three-way telephone calls. In those instances, You agree to participate in such calls and otherwise assist Us.

5. In order to deliver PIDR, You must provide Us with a Limited Power of Attorney ("LPOA"), a LPOA form may be sent to You after you contact Member Services which you will be required to complete and return in accordance with the instructions enclosed The LPOA allows Us to work on Your behalf with creditors, merchants, banks and other entities. You may also be required to provide Us with other documents relating to Your Prior Stolen Identity event depending on the circumstances. In addition, separate and apart from the LPOA, You authorize us to take all reasonable actions on Your behalf to help restore Your identity. This includes (i) providing Us with "written instructions" in accordance with Section 5 (Credit Reports, Credit Scores) of the LifeLock Service Terms found at <https://www.lifelock.com/legal1/terms/> allowing Us, our successors and assigns, to obtain information on a recurring basis from any consumer reporting agency in order to (i) confirm your identity, (ii) display or disclose your credit information to you and/or your designated representative related to your use of the applicable LifeLock Services, (iii) allow us to create and deliver certain features and services to you, and (iv) permit us to monitor your credit file(s) so that we can provide to you and/or your designated representative, certain fraud alerts services and provide assistance in reviewing certain portions of your credit data. You acknowledge and agree that You do not have to specifically authorize each action We take, and You further acknowledge that We can investigate the facts and circumstances related to Your identity theft case, including but not limited to contacting third parties by US mail, telephone, and email. We reserve the right to ask for evidence of or related to the Prior Identity Theft Event, including but not limited to: affidavits, police reports, and/or other government reports. If You do not provide us with requested information or do not cooperate with Us, We may not provide You with PIDR and you acknowledge that we do not have any obligation to do so. All current Service Terms and Conditions agreed to under Your LifeLock membership remain applicable for any PIDR. Such obligations may include but are not limited to your obligations of: filing a police report, cooperating with an investigation, and/or providing us with necessary information as may be required by the specific facts surrounding your Prior Stolen Identity Event.

6. In the event of a Prior Identity Theft Event, you agree to the following:

- a. Take all reasonable steps to obtain assistance from the financial institution or merchant which holds the account;
- b. Promptly give notice and detailed information regarding the Prior Identity Theft Event to Us, including without limitation, the type, dates, and accounts;
- c. Send upon request, a signed, sworn proof or affidavit containing the information requested to Us for investigation of the Prior Identity Theft Event. We shall supply you with the necessary forms for this purpose, which you shall complete, execute and return within sixty (60) days of the request;
- d. Provide a complete description of your efforts to obtain assistance from the financial institution or merchant that holds the Account and stated reasons why full or partial remediation was not provided; and
- e. Provide any other reasonable information or documentation that We may request; and
- f. Report the theft to law enforcement authorities within twenty-four (24) hours of Your discovery of the incident.

7. PIDR WILL NOT BE PROVIDED IN CERTAIN SITUATIONS, INCLUDING THE FOLLOWING:

A. CIRCUMSTANCES WHERE THE PRIOR IDENTITY THEFT EVENT DIRECTLY OR INDIRECTLY RESULTING FROM YOUR NEGLIGENCE. FOR PURPOSES OF THIS EXCLUSION, "NEGLIGENCE" MEANS THE FAILURE TO EXERCISE REASONABLE CARE WITH RESPECT TO THE DISCLOSURE OF YOUR PII. FOR EXAMPLE, YOU NEGLIGENTLY, BUT WILLINGLY, PROVIDE YOUR PII AND/OR FINANCIAL ACCOUNT INFORMATION TO A "FRAUDSTER" WHO OPENS THE ACCOUNT WITH YOUR INFORMATION. A "FRAUDSTER" IS DEFINED AS A DISHONEST INDIVIDUAL, GROUP, OR COMPANY THAT ENGAGES IN ACTIVITY TO MAKE MONEY BY DECEIVING INDIVIDUALS;

B. CIRCUMSTANCES WHERE YOU SUFFER NO DIRECT OR INDIRECT FINANCIAL LOSSES OR ARE NOT HELD RESPONSIBLE FOR SUCH FINANCIAL LOSSES ATTRIBUTABLE TO THE IDENTITY THEFT EVENT;

C. CIRCUMSTANCES WHERE THE PRIOR IDENTITY THEFT EVENT IS OPENED WITH INFORMATION YOU HAVE USED FOR A "BUSINESS PURPOSE". FOR PURPOSES OF THIS EXCLUSION, "BUSINESS PURPOSE" SHALL MEAN ANY PURPOSE OTHER THAN FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;

D. CIRCUMSTANCES WHERE YOU ARE UNWILLING TO COOPERATE WITH FINANCIAL INSTITUTIONS, MERCHANTS OR OTHER CREDITORS, OR PROSECUTE OR OTHERWISE

BRING A CIVIL OR CRIMINAL CLAIM AGAINST ANY PERSON CULPABLE OR REASONABLY BELIEVED TO BE CULPABLE FOR THE FRAUD OR ITS CONSEQUENCES;

E. CIRCUMSTANCES WHERE A PRIOR STOLEN IDENTITY THEFT EVENT IS COMMITTED OR ATTEMPTED TO BE COMMITTED BY AN IMMEDIATE FAMILY MEMBER OF THE END USER. FOR PURPOSES OF THIS EXCLUSION, AN IMMEDIATE FAMILY MEMBER INCLUDES ONLY ONE WHO IS THE END USER'S SPOUSE (OR ANALOGOUS DOMESTIC PARTNER RECOGNIZED BY LAW, SUCH AS A CIVIL UNION), THE END USER'S CHILD, OR THE CHILD OF THE END USER'S SPOUSE AT THE TIME OF THE IDENTITY THEFT EVENT;

F. CIRCUMSTANCES WHERE YOU HAVE BEEN ACCUSED OF A CRIME, SUCH AS WHERE AN ALLEGED IDENTITY THIEF MAY HAVE USED YOUR INFORMATION AND MISREPRESENTED HIM OR HERSELF TO LAW ENFORCEMENT AS YOU;

G. CIRCUMSTANCES WHERE THE IDENTITY THEFT EVENT IS CAUSED BY OR DIRECTLY OR INDIRECTLY RELATED TO AN ACT OF WAR OR WARLIKE ACTION OR TERRORISM, INCLUDING CYBER-TERRORISM;

H. CIRCUMSTANCES WHERE YOU SUFFER LOSSES ARISING FROM TAX, REFUND AND MEDICAL IDENTITY THEFT OR FRAUD;

I. CIRCUMSTANCES WHERE AN EXISTING CREDIT AND/OR DEBIT CARD HAS BEEN COMPROMISED AND SUCH COMPROMISE HAS NOT GIVEN RISE TO THE FRAUDULENT OPENING OF A NEW ACCOUNT;

J. FOR ANY DISHONEST, CRIMINAL, MALICIOUS OR FRAUDULENT ACTS, IF YOU PERSONALLY PARTICIPATED IN, DIRECTED, OR HAD KNOWLEDGE OF SUCH ACTS; AND

K. WHEN YOU VOLUNTARILY DISCLOSE ANY CODE OR OTHER SECURITY INFORMATION TO SOMEONE WHO SUBSEQUENTLY CONTRIBUTES TO A PRIOR STOLEN IDENTITY THEFT EVENT, PROVIDED, HOWEVER, THAT THIS DOES NOT INCLUDE VOLUNTARY DISCLOSURE DUE TO DURESS OR FRAUD.

8. If We begin PIDR and it is discovered that the identity theft event violates the eligibility guidelines above all remediation efforts will cease. Likewise, if you cancel your membership prior to remediation being completed, remediation efforts will continue during the period for which your membership has been paid but we will not provide You with additional PIDR after such period. If a Prior Identity Theft Event occurs during the twelve-month period prior to your enrollment but You do not discover and properly report the Prior Stolen Identity Theft Event within the first twelve months of your membership, then You are not eligible for PIDR.

9. PIDR is not an insurance contract or policy and will not reimburse You or otherwise pay for any costs, fees, damages, financial losses, similar losses or expenses, pain and

suffering or any other emotional or economic loss. PIDR also does not reimburse You for or otherwise pay for attorneys' fees or other professional fees. Except as expressly provided for in these PIDR Service Terms, these PIDR Service Terms do not cover any other indirect, exemplary, incidental or consequential damage or loss of any nature, including but not limited to, lost profits or revenue, loss of business, pain and suffering, or any other emotional or economic loss.

10. Your rights and duties under the PIDR Service Terms may not be transferred without our written consent except in the case of your death or incapacity.

11. If you die or become incapacitated, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will assume your rights and duties under the PIDR Service Terms, but only with respect to the property in such person's possession.