



June 27, 2011

VIA FAX

Consumer Protection Bureau Chief James Boffetti
Office of the Attorney General
33 Capitol Street
Concord, NH 03301

Dear Consumer Protection Bureau Chief Boffetti:

Pursuant to N.H. Rev. Stat. §§ 359-C:19 et seq. (the "Notification Statute"), we are writing to inform you that malicious software previously installed on our computer systems may have compromised the personal information of some JetBlue employees who reside in New Hampshire.

I. Nature of the Unauthorized Use or Access

Earlier this year, a federal law enforcement agency informed JetBlue that malicious software may have been installed on our computer systems. Upon notification, we launched an internal investigation and, upon discovering the malicious software, we removed it. Our investigation revealed that the malicious software was designed to allow an attacker to remotely search and collect information stored on our computer systems.

On April 1, 2011, we learned that the affected systems included computer files that contained personal information including the names, social security numbers and retirement fund account balances of crewmembers employed by JetBlue since 2005. Our investigation revealed evidence that certain computer files within our database that did not contain any personal information had been accessed without authority. Other computer files containing the personal information noted above reside at the same level in our database hierarchy as those computer files that we determined had been compromised, however our investigation has revealed no evidence of unauthorized access to any computer files containing such personal information. Accordingly, to date we have no evidence that any personal information was actually obtained or has been misused. We are notifying you, therefore, in an abundance of caution, in the event any personal information is in fact obtained in ways that cannot be verified.

II. Number of New Hampshire Residents Affected

Based on our research, we have identified 178 New Hampshire residents potentially affected by the incident.



III. Steps We Have Taken or Plan to Take Relating to the Incident

First, upon notification from the federal law enforcement agency that malicious software might have been installed in our computer systems, we immediately launched an internal investigation and, upon finding the malicious software, removed it. We also hired an outside computer forensics team to assist us in determining the extent to which the security of our computers systems may have been compromised.

Second, on June 27, 2011, we are notifying all the state residents we believe may have been affected by the incident by written letter sent to each resident's last-known address. A sample of the letter is enclosed.

Third, we have partnered with Debix, The Identity Protection Network, to help protect the potentially affected individuals from identity theft. Specifically, we have purchased for those individuals twelve months of Debix Identity Protection Services, which includes both credit monitoring services as well as \$1,000,000 identity theft insurance coverage. Debix is staffing a toll-free call center to answer questions about this matter, as we explain in our letter of June 27, 2011.

Finally, we have been working with law enforcement to identify the source of the malicious software and are introducing new security measures to prevent a situation like this from occurring again.

For any information related to this matter, please contact:

Lee Garvin
Director Risk Management
JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, NY 11375

Sincerely,



Lee Garvin

jetBlue

Processing Center
PO Box 3625
Suwanee, GA 30024

June 24, 2011



John Q. Sample
123 Main Street
Anytown, US 12345-6789

Dear John Q. Sample:

I am writing to you today about a potential breach of Crewmember personal information that may affect you.

A federal law enforcement agency recently informed JetBlue that malicious software may have been installed on our computer systems. Upon notification, we immediately launched an internal investigation and, upon finding the malicious software, removed it. In addition to working with law enforcement to identify the source, we have hired an outside computer forensics team to assist us in determining the extent to which the security of our computer systems may have been compromised. As many recent headlines and news reports have shown, unfortunately many corporations of all sizes as well as government agencies have fallen victim to unauthorized breaches into their IT and data systems. Many of you in past weeks and months may have received similar notice letters or emails from other entities to this effect – a regrettable commentary on how this issue has been affecting companies and governments worldwide.

Our investigation has revealed that the malicious software was designed to allow an attacker to remotely search and collect information stored on our computer systems. On April 1, 2011, we learned that the affected systems included computer files containing confidential business information as well as personal information including the names, social security numbers and retirement fund account balances of Crewmembers employed by JetBlue since 2005.

We would like to emphasize that, to date, we have no evidence that your personal information was actually obtained or has been misused. However, out of an abundance of caution, we are notifying you because of your employment with JetBlue during the relevant period.

In addition and as a precautionary measure, we have purchased twelve months of Identity Protection services from Debix, The Identity Protection Network, at no cost to you, to help protect you against potential identity theft. Debix offers OnCall™ Credit Monitoring that delivers secure, actionable OnCall Credit Alerts to you by phone. Debix Identity Protection also includes \$1,000,000 Identity Theft Insurance Coverage and Debix Fraud Resolution Services. The Debix Identity Protection service will be valid for 1 year from the date you register.



The Identity Protection Network

Free Identity Protection

Activation Code:

Enroll at www.debix.com/safe

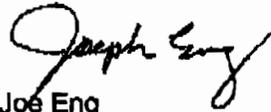
Assistance Hotline: 855-711-5990

You must register with Debix to receive this complimentary Identity Protection service. You will need to provide the activation code that is listed at the top of this letter. You may register online at www.debix.com/safe, by mail using the enclosed mail-in registration form, or by phone by calling, toll-free, 855-711-5990. Please see the enclosure to learn more about Debix.

Experts recommend, as a general consumer protection measure, that you periodically review your credit report and account statements, even if you do not initially find suspicious activity. Attached you'll find an explanation of additional steps you may consider taking to further protect yourself. Remember, you should not provide personal information to others unless you are certain of their identity and you should always remain vigilant for incidents of fraud and identity theft.

Please know that JetBlue takes the responsibility to protect your data privacy very seriously. We regret that this occurred, and have been and continue to actively take steps to better prevent future incidents like it from happening again and are taking additional steps to improve and strengthen the security of our systems. If you have any questions, please do not hesitate to contact representatives from our business partner Debix toll-free, at 855-711-5990 on Monday through Saturday from 8:00 a.m. to 8:00 p.m. EST. These business partner representatives are fully briefed and trained to address any questions you may have regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Joe Eng".

Joe Eng
EVP Chief Information Officer

IDENTITY THEFT PRECAUTIONS

Free Credit Report

The Fair Credit Reporting Act requires each of the three nationwide consumer reporting agencies (Equifax, Experian and TransUnion) to provide you annually, upon request, with a free copy of your credit report. Obtaining a copy of your credit report from each agency on an annual basis, and reviewing it for suspicious activity, can help you spot problems and address them quickly. You can request your free credit report online at www.annualcreditreport.com or by phone at 1-877-322-8228. You can also request your free credit report by completing the request form available at www.annualcreditreport.com, and mailing it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.

Fraud Alert

As a precaution against identity theft, you can consider placing a fraud alert on your credit file. A "fraud alert" tells creditors to contact you before opening a new account or changing an existing account. A fraud alert also lets your creditors know to watch for unusual or suspicious activity. To place a fraud alert, call any one of the three major consumer reporting agencies listed below. An initial fraud alert remains effective for ninety days, and is free of charge. If you wish, you can renew the fraud alert at the expiration of this initial period. As soon as one credit agency confirms your fraud alert, the others are notified to place fraud alerts on your file.

Equifax

Equifax Information Services LLC
P.O. Box 105069
Atlanta, GA 30348-5069
Toll-free: 800-525-6285
www.fraudalerts.equifax.com

TransUnion

Fraud Victim Assistance Department
P.O. Box 6790
Fullerton, CA 92834
Toll-free: 800-680-7289
www.tuc.com

Experian

P.O. Box 9532
Allen, TX 75013
Toll-free: 888-397-3742
www.experian.com/fraud/center.html

Further Information

You may obtain additional information by contacting the Federal Trade Commission (FTC) or visiting the FTC's privacy and identity theft website, as follows:

FTC identity theft phone line:
FTC identity theft website:

1-877-IDTHEFT (438-4338)
www.ftc.gov/idtheft

Free identity protection. Priceless peace of mind



ENROLL NOW! Free Identity Protection That's Proven to Work.

Debix provides a new level of identity protection no other company can match. Only Debix, The Identity Protection Network, identifies potential attacks and delivers critical information to you by phone.

What You Get:

- Identity theft insurance covers financial losses
- Comprehensive identity recovery
- Early attack detection
- Live OnCall Investigators dedicated to your case
- Wallet Restoration
- Long-term identity repair service after initial service period
- Debix ChildScan® identifies fraud for minors under 18 years old

Free, Fast, Simple Enrollment.



Insurance Amount: \$1,000,000



ENROLL NOW

Activation Code:

Online: www.debix.com/safe

By Mail: Form included in letter

Customer Service: Toll-free 855-711-5990

8am – 8pm Eastern Time, Monday - Saturday

Sign Up Today for Your FREE Identity Protection from Debix.

Debix Identity Protection: What's Included?



OnCall Credit Monitoring
Debix constantly scans credit records for signs of financial, medical and criminal identity theft.

OnCall Credit Alerts by Email
If there are changes to your credit file, like evidence that a thief has used your credit, you will get a secure call from Debix.

OnCall Investigators
If you suspect fraud, experienced and helpful specialists will repair your identity, saving you time and money.

Identity Theft Insurance
If a thief steals your identity, you will be reimbursed for restoration costs, legal expenses, and lost wages.

Long-term Identity Repair
After credit monitoring service expires, you'll have the option to sign up for continuous identity repair coverage at no charge.

ChildScan
The most effective method ever developed for determining if your child's personal information has been used by thieves.

www.debix.com/safe





PO BOX 3356
SUWANEE, GA 30024-9847

Register for Debix Identity Protection Network

To register by mail, complete this form and mail to Debix, Inc. using the enclosed postage-paid envelope or to the address above. You do not need to complete this form if you register online at www.debix.com/safe or by phone at 855-711-5990.

Step 1: Verify the printed information. If your name or residential mailing address is not correct, please make changes in the "Change of Name or Address" section below.

Step 2: Fill in your personal information. All fields are required unless specified otherwise. Please provide at least one phone number.

Step 3: To Register a Minor: If the person to protect is under 18 years old, please provide information for the parent or legal guardian. Correspondence concerning a minor will be addressed to the parent or legal guardian.

Please PRINT CLEARLY in BLACK INK within the boxes.

Shade the bubbles completely. Correct: ● Incorrect: ⊗ ⊙

A	B	C	D	E	0	1	2	3	.	-
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ADDRESS INFORMATION

Please do not write in this section. Please use the "Change of Name or Address" section to make corrections.

John Q. Sample
123 Main Street
Anytown, US 12345-6789



PERSONAL INFORMATION

ACTIVATION CODE:

GENDER		DATE OF BIRTH (MM/DD/YYYY)				SOCIAL SECURITY NUMBER (Required)							
<input type="radio"/> MALE	<input type="radio"/> FEMALE												
MOBILE PHONE NUMBER			HOME PHONE NUMBER			WORK PHONE NUMBER							
EMAIL ADDRESS (For Online Account Access)													

PARENT/GUARDIAN INFORMATION (if Registering a Minor)

FIRST NAME				MIDDLE	LAST NAME				SUFFIX				
GENDER		DATE OF BIRTH (MM/DD/YYYY)				SOCIAL SECURITY NUMBER (Required)							
<input type="radio"/> MALE	<input type="radio"/> FEMALE												
MOBILE PHONE NUMBER			HOME PHONE NUMBER			WORK PHONE NUMBER							
EMAIL ADDRESS (For Online Account Access)													

CHANGE OF NAME OR ADDRESS (Optional)

FIRST NAME				MIDDLE	LAST NAME				SUFFIX				
RESIDENCE ADDRESS LINE 1													
RESIDENCE ADDRESS LINE 2 (Optional)													
CITY										STATE		ZIP	

By registering for Debix Identity Protection, I agree to the Debix End User License Agreement (enclosed) and I authorize Debix, who provides Identity Theft Protection, and its service providers, to obtain and monitor my own credit information from credit reporting agencies and send this information to me alone for my own use.

I certify that I am the parent/legal guardian of any children that I register for the Debix service.



Customer Support: 1-888-332-4963

823 Congress Avenue, Suite 300
Austin, Texas 78701



Customer Support: 1-877-313-1405

End User Services Agreement

This agreement ("Agreement") is made by & between Debix One, Inc., 823 Congress Avenue, Ste. 300, Austin, TX 78701 ("Debix"), & you ("you"). As of the date you register for or enroll in the Service, the parties agree as follows.

- Definition.** The "Service" means the Premium Service and/or the Free Service, determined in accordance with your registration & the terms hereof. The "Premium Service" means our "Identity Protection Network" - branded monitoring service or "AllClear Pro, Powered by Debix" - branded monitoring service. The "Free Service" means Debix's "AlertCare" - branded restoration service or "AllClear Free, Powered by Debix" - branded restoration service. References to the Service include any use you make of the interface available at www.debix.com or www.allclearid.com (the "Site"). Debix may add or remove features of any of the Services at any time.
- Provision of the Free Service.** Subject to the terms & conditions of this Agreement, we will provide you with the Free Service as set forth herein.
- Term & Termination Re: Free Service.** Your subscription to the Free Service commences upon your registration, covers identity theft events *occurring* after registration, & terminates upon the earlier of (i) Debix's notification to you of its termination of the Free Service, or (ii) your election to terminate your subscription to the Free Service, each of which may occur at any time. In addition, unless you opt to re-enroll at the end of the then current subscription period, Debix shall have the right to terminate your participation in the Free Service.
- Provision of the Premium Service.** Subject to the terms & conditions of this Agreement & to payment for the Premium Service (which may come from a 3rd party), we will provide you with the Premium Service.
- Membership Fee.** The membership fee for the Premium Service, if applicable, will be billed at the retail price currently in effect on the Site (or less if there is any applicable promotion code) & according to the terms described herein. If you have questions regarding your membership fee, please contact customer service toll free at the applicable phone number listed above. Debix will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, we will refund payment for only any full, unused months.
- Free Trial.** If you receive the Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are purchasing AllClear Pro on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that Debix is authorized to charge you a monthly subscription fee at the current rate to the payment method you provided during registration. You must have a valid payment method to enroll in the free trial. Debix will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel AllClear Pro prior to the end of the free trial period in accordance with Section 5. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. If you cancel prior to the end of your free trial period, there will be no charges to your payment method.
- Scope of Coverage; Term & Termination Re: Premium Service.** Your subscription to the Premium Service commences upon your registration. The Premium Service covers identity theft events *discovered* after registration. If a third party has procured the Premium Service on your behalf, your subscription will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you purchased AllClear Pro on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, Debix may convert you to the Free Service for one (1) year subject to the terms & conditions applicable to the Free Service as set forth herein.
- Restrictions.** You will use the Service only for your benefit & for its intended purpose. You will not, & will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any Debix notices or markings, or add any other notices or markings to the Service; (c) decompile or attempt to decompile the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide us with detailed information regarding any such activity.
- Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & all Feedback & all intellectual property rights embodied therein are & will remain our exclusive property. You will take all reasonable actions to perfect our ownership, including without limitation executing instruments of assignment. We reserve all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains Debix proprietary & confidential information. You will hold such information in confidence & not to use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("Feedback") you hereby assign all right, title, & interest in it to us. If such assignment is ineffective, you agree to grant to us a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.
- Support.** In connection with the Service we will provide the support specified on the Site from time to time.
- Disclaimer of Warranties.** THE SERVICE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, & ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- Authorization.** You authorize Debix & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If Debix is unable to process the credit monitoring request, Debix will make a reasonable effort to contact you. You certify that you have the express consent of all adults that you register to submit their information to Debix with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register for the Service has read & accepted this Agreement. You also certify that each adult that you register authorizes Debix, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & send this information to him or her alone for his or her own use. You agree that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act. You certify that you are the parent/legal guardian of all children that you register for the Service. Information that we collect from you will be treated in accordance with our Privacy Policy: www.debix.com/legal/privacy.php.
- Limitation of Liability.** WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations & exclusions in Sections 11 & 12 we held unenforceable, warranty will be disclaimed, & our liability will be limited to the greatest extent permitted under applicable law.
- Compliance with Law.** You warrant that in using the Service, you will comply with all applicable law, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, Debix from any third party claim against us arising from your failure to comply with this Agreement.
- Termination - General.** Debix may require reasonable identification verification before completing any request to terminate the Agreement or cancel the Service.
- General.** Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to Debix, the address set forth above or at support@debix.com, & (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice in accordance with this provision. It is your responsibility to keep your contact information up to date. Notice will be deemed to have been given when delivered (as confirmed by receipts or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of Texas, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, & you consent to the jurisdiction of & waive any objection to venue of such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without our written consent. We may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement may be signed in counterparts, constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by Debix. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5, & 8 - 16, which survive.