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ERIN O. O'BRIEN
SENIOR COUNSEL
LITIGATION & EMPLOYEE LAW
Admitted in FL & VA

October 3, 2013

The Honorable Joseph Foster
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301 -6397
Fax: (603) 271-2110

Dear Mr. Attorney General:

We write to inform you about a security incident in CSX's Jacksonville, Florida headquarters that impacts the personal information of individuals within your state or jurisdiction. At issue are emails sent with attached spreadsheets that contain personal information for certain individuals.

On September 6, a CSX employee sent several emails from his CSX email account to his personal email address and to his spouse at her work email address, with attached spreadsheets containing personal information. Specifically, for some individuals the information included Social Security Numbers, but for others it did not. Other information contained on the spreadsheets was dates of return to work and other required exams, and whether the individual was qualified to perform service.

Upon discovery on September 16, CSX immediately demanded the deletion of the emails and notified law enforcement, who assisted with the investigation. CSX has received a certification from the employee that the information was deleted and was not shared or used. CSX also worked with the spouse's employer and has received a certification that the employer deleted all such emails and attachments found on the spouse's computer and the employer's servers.

The personal information of approximately 4 individuals in your state or jurisdiction was contained within the attached spreadsheets.

There is no indication that the information has been misused in any way or was taken for the purposes of committing identity theft or causing other financial harm to the individuals identified on the spreadsheets. Nevertheless, in order to protect any affected individuals we have retained AllClear ID to provide credit protection services, which include an offering of free credit monitoring for one year to all impacted individuals who choose to enroll, and a dedicated

call center to quickly address any questions or concerns of those affected. The credit protection services also include \$1,000,000 of identity theft insurance coverage and automatic enrollment in AllClear Secure Services for one year to assist individuals in restoring their credit file, if needed.

We take very seriously our responsibility to protect the privacy of personal information. The affected individuals residing in your state or jurisdiction will be sent one of the attached written notifications beginning the week of September 30th. The version they receive depends upon whether or not the individual's Social Security Number was in the spreadsheet. The letters are identical other than the description of the types of personal information at issue. We will also be notifying the three major credit reporting agencies.

If you have any questions regarding this incident, please contact me at (904) 359-3103 or by mail at the address listed above.

Sincerely,

A handwritten signature in black ink that reads "Erin O'Brien". The signature is written in a cursive style with a large, stylized "E" and "B".

Erin O. O'Brien
Senior Counsel
Litigation & Employee Law



Processing Center · P.O Box 3825 · Suwanee, GA 30024

John Q. Sample
123 Any Street
Apt. 1234
Any City, MA 12345

October 4, 2013

Dear John Q. Sample,

CSX is writing to notify you about a mishandling of confidential information by a CSX employee. On September 6, an employee sent several emails from his CSX email account to his personal email address and to his spouse at her work email address, with attached spreadsheets containing personal information about individuals including you. Specifically, the spreadsheets contained individual names, Social Security Numbers, dates of return to work and other required exams, and whether the individual was qualified to perform service.

Upon discovery on September 16, CSX immediately demanded the deletion of the emails and notified law enforcement, who assisted with the investigation. CSX has received a certification from the employee that the information was deleted and was not shared or used. CSX also worked with the spouse's employer and has received a certification that the employer deleted all such emails and attachments found on the spouse's computer and the employer's servers.

While we have no evidence that this data was taken for the purposes of committing identity theft or causing other financial harm, or that it has been misused in any way, we want to make you aware of this unfortunate incident and to offer you credit protection services to help safeguard you from possible misuse of your personal information.

CSX has retained AllClear ID to provide credit protection services for one year at no cost to you. The credit protection services start on the date of this notice and you can use them at any time during the next year. Additional information about these services is included with this notice.

CSX policies strictly prohibit sending confidential information to parties outside of the Company without appropriate approval and we regret this mishandling of confidential information has occurred. The Company takes this incident seriously and is taking steps to further strengthen our already stringent security measures to safeguard the privacy of personal information. We depend on and value the trust that individuals place in us, and now, more than ever, we remain committed to ensuring the safety and security of this data.

CSX has established a toll free number that you can call with any questions about this incident or the credit protection services. That number is (877) 615-3752 and is available to you between 8 am - 8 pm, CST, Monday through Saturday.

Sincerely,

Lisa Mancini
Senior Vice President and
Chief Administrative Officer

AllClearID Credit Monitoring Services Overview

AllClear SECURE: The team at AllClear ID is ready and standing by if you need help protecting your identity. You are automatically eligible to use this service – there is no action required on your part. If a problem arises, simply call (877) 615-3752 and a dedicated investigator will do the work to recover financial losses, restore your credit and make sure your identity is returned to its proper condition. AllClear maintains an A+ rating at the Better Business Bureau.

AllClear PRO: This service offers additional layers of protection including credit monitoring and a \$1 million identity theft insurance policy. To use the PRO service, you will need to provide your personal information to AllClear ID. You may sign-up online at enroll.allclearid.com, by mail with the enclosed mail-in registration form, or by phone by calling (877) 615-3752 using the following redemption code: 555555555.

Please note: the AllClear PRO service uses phone alerts and enrollment will be required by you in order to activate your alerts and other monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log in to your account. Regardless of whether you decide to enroll in AllClear PRO services, you will still be covered by AllClear SECURE.



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Apt. 1234
Any City, MA 12345

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Upon discovery on September 16, CSX immediately demanded the deletion of the emails and notified law enforcement, who assisted with the investigation. CSX has received a certification from the employee that the information was deleted and was not shared or used. CSX also worked with the spouse's employer and has received a certification that the employer deleted all such emails and attachments found on the spouse's computer and the employer's servers.

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Sincerely,

A handwritten signature in cursive script that reads 'Lisa Mancini'.

Lisa Mancini
Senior Vice President and
Chief Administrative Officer

AllClearID Credit Monitoring Services Overview

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Please note: the AllClear PRO service uses phone alerts and enrollment will be required by you in order to activate your alerts and other monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log in to your account. Regardless of whether you decide to enroll in AllClear PRO services, you will still be covered by AllClear SECURE.

Information about Identity Theft Prevention

We recommend that you regularly review statements from your accounts and periodically obtain your credit report from one or more of the national credit reporting companies. You may obtain a free copy of your credit report online at www.annualcreditreport.com, by calling toll-free 1-877-322-8228, or by mailing an Annual Credit Report Request Form (available at www.annualcreditreport.com) to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA, 30348-5281. You may also purchase a copy of your credit report by contacting one or more of the three national credit reporting agencies listed below.

Equifax, P.O. Box 740241, Atlanta, Georgia 30374-0241, 1-800-685-1111, www.equifax.com
Experian, P.O. Box 9532, Allen, TX 75013, 1-888-397-3742, www.experian.com
TransUnion, P.O. Box 6790, Fullerton, CA 92834-6790, 1-800-916-8800, www.transunion.com

When you receive your credit reports, review them carefully. Look for accounts or creditor inquiries that you did not initiate or do not recognize. Look for information, such as home address and Social Security number, that is not accurate. If you see anything you do not understand, call the credit reporting agency at the telephone number on the report.

We recommend you remain vigilant with respect to reviewing your account statements and credit reports, and promptly report any suspicious activity or suspected identity theft to us and to the proper law enforcement authorities, including local law enforcement, your state's attorney general and/or the Federal Trade Commission ("FTC"). You may contact the FTC or your state's regulatory authority to obtain additional information about avoiding identity theft.

Federal Trade Commission, Consumer Response Center
600 Pennsylvania Avenue, NW, Washington, DC 20580, 1-877-IDTHEFT (438-4338), www.ftc.gov/idtheft

For residents of Maryland: You may also obtain information about preventing and avoiding identity theft from the Maryland Office of the Attorney General:

Maryland Office of the Attorney General, Consumer Protection Division
200 St. Paul Place, Baltimore, MD 21202, 1-888-743-0023, www.oag.state.md.us

For residents of Massachusetts: You also have the right to obtain a police report.

For residents of North Carolina: You may also obtain information about preventing and avoiding identity theft from the North Carolina Attorney General's Office:

North Carolina Attorney General's Office, Consumer Protection Division
9001 Mail Service Center, Raleigh, NC 27699-9001, 1-877-5-NO-SCAM, www.ncdoj.gov

Fraud Alerts: There are also two types of fraud alerts that you can place on your credit report to put your creditors on notice that you may be a victim of fraud: an initial alert and an extended alert. You may ask that an initial fraud alert be placed on your credit report if you suspect you have been, or are about to be, a victim of identity theft. An initial fraud alert stays on your credit report for at least 90 days. You may have an extended alert placed on your credit report if you have already been a victim of identity theft with the appropriate documentary proof. An extended fraud alert stays on your credit report for seven years. You can place a fraud alert on your credit report by calling the toll-free fraud number of any of the three national credit reporting agencies listed below.

Equifax: 1-800-525-6285, www.equifax.com
Experian: 1-888-397-3742, www.experian.com
TransUnion: 1-800-680-7289, www.transunion.com

Credit Freezes (for Non-Massachusetts Residents): You may have the right to put a credit freeze, also known as a security freeze, on your credit file, so that no new credit can be opened in your name without the use of a PIN number that is issued to you when you initiate a freeze. A credit freeze is designed to prevent potential credit grantors from accessing your credit report without your consent. If you place a credit freeze, potential creditors and other third parties will not be able to get access to your credit report unless you temporarily lift the freeze. Therefore, using a credit freeze may delay your ability to obtain credit. In addition, you may incur fees to place, lift and/or remove a credit freeze. Credit freeze laws vary from state to state. The cost of placing, temporarily lifting, and removing a credit freeze also varies by state, generally \$5 to \$20 per action at each credit reporting company. *Unlike a fraud alert, you must separately place a credit freeze on your credit file at each credit reporting company.* Since the instructions for how to establish a credit freeze differ from state to state, please contact the three major credit reporting companies as specified below to find out more information:

Equifax, P.O. Box 105788, Atlanta, GA 30348, www.equifax.com
Experian, P.O. Box 9554, Allen, TX 75013, www.experian.com

TransUnion, Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790, www.transunion.com

You can obtain more information about fraud alerts and credit freezes by contacting the FTC or one of the national credit reporting agencies listed above.

Credit Freezes (for Massachusetts Residents): Massachusetts law gives you the right to place a security freeze on your consumer reports. A security freeze is designed to prevent credit, loans and services from being approved in your name without your consent. Using a security freeze, however, may delay your ability to obtain credit. You may request that a freeze be placed on your credit report by sending a request to a credit reporting agency by certified mail, overnight mail or regular stamped mail to the address below:

Equifax, P.O. Box 105788, Atlanta, GA 30348, www.equifax.com

Experian, P.O. Box 9554, Allen, TX 75013, www.experian.com

TransUnion, Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790, www.transunion.com

Unlike a fraud alert, you must separately place a credit freeze on your credit file at each credit reporting company. The following information should be included when requesting a security freeze (documentation for you and your spouse must be submitted when freezing a spouse's credit report): full name, with middle initial and any suffixes; Social Security number; date of birth (month, day and year); current address and previous addresses for the past five (5) years; and applicable fee (if any) or incident report or complaint with a law enforcement agency or the Department of Motor Vehicles. The request should also include a copy of a government-issued identification card, such as a driver's license, state or military ID card, and a copy of a utility bill, bank or insurance statement. Each copy should be legible, display your name and current mailing address, and the date of issue (statement dates must be recent). The credit reporting company may charge a reasonable fee of up to \$5 to place a freeze or lift or remove a freeze, unless you are a victim of identity theft or the spouse of a victim of identity theft, and have submitted a valid police report relating to the identity theft to the credit reporting company.

Terms of Use for AllClear Secure

If you become a victim of fraud using your personal information without authorization, AllClear ID will help recover your financial losses and restore your identity. Benefits include:

- Automatic 12 months of coverage;
- No cost to you – ever. AllClear Secure is paid for by the participating Company.

Services Provided

If you suspect identity theft, simply call AllClear ID to file a claim. AllClear ID will provide appropriate and necessary remediation services ("Services") to help restore the compromised accounts and your identity to the state prior to the incident of fraud. Services are determined at the sole discretion of AllClear ID and are subject to the terms and conditions found on the AllClear ID website. AllClear Secure is not an insurance policy, and AllClear ID will not make payments or reimbursements to you for any financial loss, liabilities or expenses you incur.

Coverage Period

You are automatically protected for 12 months from the date the breach incident occurred, as communicated in the breach notification letter you received from Company (the "Coverage Period"). Fraud Events that occurred prior to your Coverage Period are not covered by AllClear Secure services.

Eligibility Requirements

To be eligible for Services under AllClear Secure coverage, you must fully comply, without limitations, with your obligations under the terms herein, you must be a citizen eighteen (18) years of age or older, reside in the United States, and have a valid U.S. Social Security number. Minors under eighteen (18) years of age may be eligible, but must be sponsored by a parent or guardian. The Services cover only you and your personal financial and medical accounts that are directly associated with your valid U.S. Social Security number, including but not limited to credit card, bank, or other financial accounts and/or medical accounts.

How to File a Claim

If you become a victim of fraud covered by the AllClear Secure services, you must:

- Notify AllClear ID by calling 1.855.434.8077 to report the fraud prior to expiration of your Coverage Period;
- Provide proof of eligibility for AllClear Secure by providing the redemption code on the notification letter you received from the sponsor Company;
- Fully cooperate and be truthful with AllClear ID about the Event and agree to execute any documents AllClear ID may reasonably require;
- Fully cooperate with AllClear ID in any remediation process, including, but not limited to, providing AllClear ID with copies of all available investigation files or reports from any institution, including, but not limited to, credit institutions or law enforcement agencies, relating to the alleged theft.

Coverage under AllClear Secure Does Not Apply to the Following:

Any expense, damage or loss:

- Due to
 - Any transactions on your financial accounts made by authorized users, even if acting without your knowledge
 - Any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation")
- Incurred by you from an Event that did not occur during your coverage period;
- In connection with an Event that you fail to report to AllClear ID prior to the expiration of your AllClear Secure coverage period.

Other Exclusions:

- AllClear ID will not pay or be obligated for any costs or expenses other than as described herein, including without limitation fees of any service providers not retained by AllClear ID; AllClear ID reserves the right to investigate any asserted claim to determine its validity;
- AllClear ID is not an insurance company, and AllClear Secure is not an insurance policy; AllClear ID will not make payments or reimbursements to you for any loss or liability you may incur;
- AllClear ID 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 beyond resolving incidents of fraud; and
- You are expected to 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 who 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.

Opt-out Policy

If for any reason you wish to have your information removed from the eligibility database for AllClear Secure, please contact AllClear ID:

E-mail support@allclearid.com	Mail AllClear ID, Inc. 823 Congress Avenue Suite 300 Austin, Texas 78701	Phone 1.855.434.8077
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OPTIONAL: Register for AllClear ID PRO

AllClear ID Corporate Address
823 Congress Ave, Suite 300 -Austin, TX 78701

AllClear ID Mail Processing Center
P.O. Box 3356 - Suwanee, GA 30024-9847

To register by mail, complete this form and mail to AllClear ID at the address above.
You do not need to complete this form if you register online at enroll.allclearid.com or by phone at (877) 615-3752.

INSTRUCTIONS:

- Fill in your personal information. All fields are required unless specified otherwise. Please provide at least one phone number.
- To register additional family members, please use a separate form. To register a minor 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.
- If you have an AllClear ID Redemption Code or Promotion Code, enter it at the top of the Registrant Personal Information Section.

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 Address" section to make corrections.

John Q. Sample
123 Any Street
Apt. 1234
Any City, TX 78701

REDEMPTION CODE: 5555555555

REGISTRANT PERSONAL INFORMATION

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

PARENT/ LEGAL GUARDIAN INFORMATION (If Registering a Minor)

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

CHANGE OF NAME OR ADDRESS (Optional)

FIRST NAME	MIDDLE LAST NAME	SUFFIX
<input type="text"/>	<input type="text"/>	<input type="text"/>
RESIDENCE ADDRESS LINE 1		
<input type="text"/>		
RESIDENCE ADDRESS LINE 2 (Optional)		
<input type="text"/>		
CITY	STATE	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>

By registering for AllClear ID, I agree to the AllClear ID End User License Agreement (enclosed) and I authorize AllClear ID, 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 AllClear ID service. Please note that additional action after registration may be required by you in order to activate your phone alerts and monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log in to activate these features.

Under federal law, you have the right to receive a free copy of your credit report once every twelve months from each of the three national consumer reporting agencies. To request your free annual report under that law, visit www.annualcreditreport.com or call (877) 322-8228.

End User Services Agreement

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

- Definitions.** The "Service" means the Premium Service and/or the Basic Service, for which you enroll, as the case may be, determined in accordance with your registration & the terms hereof. The "Premium Service" is one of the following, depending on your election at registration: (i) AllClear ID Pro (ii) AllClear ID Plus (iii) AllClear ID Guarantee. A Premium Service may include a Service that a third party is purchasing for you on your behalf, i.e. it may be free to you but still a Premium Service. The "Basic Service" is AllClear ID Basic and is provided at no cost. References to the Service include any use you make of the interface available at www.debix.com or www.allclearid.com (collectively, the "Site").
- Provision of the Service.** AllClear ID will provide you with the Service you elected at registration subject to the terms and conditions of this Agreement. A detailed description of the Service for which you are registered can be found in your profile which may be accessed by logging into the Site. **Terms & Termination Re: Basic Service.** Your subscription to the Basic Service commences upon your registration, covers identity theft events occurring after registration, & terminates upon the earlier of (i) AllClear ID's notification to you of its discontinuance of the Basic Service offering, (ii) AllClear ID's election to terminate your Basic Service if you do not opt in at the end of the then-current subscription period, or (iii) your election to terminate your subscription to the Basic Service, each of which may occur at any time.
- Subscription Fee.** The subscription fee for the Premium Service, if applicable, will be billed at the retail price currently in effect, at a previously approved & agreed-upon pricing, or in accordance with the applicable promotion code on the Site & according to the terms described herein. If you have questions regarding your fee, please contact customer service toll free at the applicable phone number listed above. AllClear ID 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 (if any) for which you have registered 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, AllClear ID will refund payment for only any full, unused months. If someone has paid on your behalf and you cancel, you will not receive a refund.
- Free Trial.** If you receive a 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 subscribing to a Premium Service 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 AllClear ID is authorized to charge you a monthly subscription fee for such Premium Service at the current rate to the payment method you provided during registration. You must provide a valid payment method to enroll in any free trial. AllClear ID will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel prior to the end of the free trial period. 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; Terms & Termination of Premium Service.** If you are a subscriber to a Premium Service, your subscription to such Premium Service commences upon your registration. Additional action may be required by you after registration in order to activate your phone alerts and monitoring options. Failure to activate or use an available feature of the Service does not affect the cost of the Service. The Premium Service covers identity theft events discovered after registration. If a third party has procured the Premium Service on your behalf, your subscription to the Premium Service will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you are subscribing to a Premium Service 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, AllClear ID may convert you to the Basic Service for one (1) year, subject to the terms & conditions applicable to the Basic Service as set forth herein. If you transfer from one Service to another, the terms and description of such newly elected Service will apply. In the event that you elect to transfer to a new Service, you will forfeit any remaining entitlement in your previous Service. Notwithstanding the foregoing, if you are affected by two separate incidents from the same source company, your newly elected Service will continue after the term of your previous Service, with no forfeiture.
- Restrictions.** You will use any Service only for your benefit & for its intended purpose. You 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 AllClear ID notices or markings, or add any other notices or markings within the Service; (c) decrypt or attempt to decrypt 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 AllClear ID 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 AllClear ID's exclusive property. You will take all reasonable actions to perfect such ownership, including without limitation executing instruments of assignment. AllClear ID reserves all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains AllClear ID proprietary & confidential information. You will hold such information in confidence & not 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"), except to the extent set forth in our Privacy Policy you hereby assign all right, title, & interest therein to AllClear ID. If such assignment is ineffective, you agree to grant to AllClear ID 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, AllClear ID will provide the support specified on the Site from time to time.
- Disclaimer of Warranties.** ALL SERVICES ARE 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. ALLCLEAR ID DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. ALLCLEAR ID DOES NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- Authorization.** You authorize AllClear ID & 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 AllClear ID is unable to process the credit monitoring request, AllClear ID 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 AllClear ID 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 the terms & conditions of this Agreement, and authorizes AllClear ID, & 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 any and all children that you register for the Service. Information that AllClear ID collects from you will be treated in accordance with the AllClear ID Privacy Policy: <https://www.allclearid.com/legal/privacy-policy>.
- Limitation of Liability.** ALLCLEAR ID 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. ALLCLEAR ID 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 ALLCLEAR ID 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 & 13 are held unenforceable, warranties will be disclaimed, & AllClear ID's 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 laws, 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, AllClear ID from any third party claim against AllClear ID arising from your failure to comply with this Agreement.
- Termination Procedure.** AllClear ID may require reasonable identification verification before completing any request to terminate the Agreement or to 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 AllClear ID, the address set forth above or at support@allclearid.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 receipt 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, & to the fullest extent permitted under applicable law, you consent to the same as the exclusive jurisdiction for claims arising hereunder & 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 written consent by AllClear ID. AllClear ID may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement 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 AllClear ID. Certain businesses not affiliated with AllClear ID may display the AllClear ID or AllClear Guarantee logo and offer access to the AllClear ID service. Such use or offers should not be construed, in any respect, as an endorsement or guarantee by AllClear ID of the security practices of such businesses. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 - 14, which survive.