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October 2, 2013

Attorney General Michael A. Delaney
Office of the New Hampshire Attorney General
Attn: Security Breach Notification
33 Capitol Street
Concord, NH 03301

Re: Datapak Services Corporation — Notice of Data Security Event

Dear Sir or Madam:

We represent Datapak Services Corporation (“Datapak”) 1000 Austin Court, Howell, MI 48843 and are writing to notify you of a data event that may have resulted in unauthorized access to personal information of four hundred and sixty-eight (468) New Hampshire residents. Datapak provides payment processing and order fulfillment services for several companies. Datapak’s investigation into this event is ongoing, and this notice will be supplemented with any new significant facts learned subsequent to its submission.

Nature of the Data Security Event

On August 13, 2013, Datapak learned that malware was placed on its systems on or about March 5, 2013. Upon learning of this, Datapak immediately launched an internal investigation to determine the scope of this incident and to contain the potentially affected parts of the system. To assist with its investigation, Datapak retained a third-party computer network and security expert to conduct an independent investigation into this incident. Datapak retained specialized data security legal counsel to provide guidance in response to this incident. The United States Secret Service has also been involved in the investigation into this incident and Datapak continues to cooperate with them. Although these investigations are ongoing, the independent, third-party security expert reported that the intrusion may have resulted in unauthorized access to the names, addresses, primary account numbers, expiration dates of credit cards, and CVV2 numbers imprinted on the cards of four hundred and sixty-eight (468) New Hampshire residents. Working with these security experts, Datapak took steps to further contain and secure the potentially affected parts of the system.

Notice to New Hampshire Residents

Although the investigations are ongoing, it appears that the personal information of four hundred and sixty-eight (468) New Hampshire residents may have been accessed without authorization as a result of this incident. Datapak will begin to provide these four hundred and sixty-eight (468) New Hampshire residents with written notice of this incident on or about October 3, 2013, in substantially the same form as the letter attached here as *Exhibit A*.


Other Steps Taken and To Be Taken

In addition to providing written notice of this incident to all affected individuals as described above, each affected individual is being offered access to one (1) free year of identity protection services. Datapak is also providing each individual with information on how to protect against identity theft and fraud. Datapak is providing written notice of this incident to other state regulators and to the national consumer reporting agencies. This incident was also reported to the credit card companies.

Contact Information

Should you have any questions regarding this notification or other aspects of the data security event, please contact us at 215-358-5087.

Sincerely,



James Prendergast, Esquire

cc: Datapak Services Corporation

EXHIBIT A

Datapak Services Corporation

fulfilling the NEEDS of business

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

October 3, 2013



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

Dear John Q Sample,

Datapak Services Corporation ("Datapak") is an order fulfillment and payment processor for several e-commerce websites. We are contacting you because we recently learned of a data security incident that may have involved some of your personal information. This incident may have resulted in unauthorized access to credit card information, including name, address, primary account number, expiration date, and security code imprinted on the card. We are providing this notice to you so that you may monitor your financial statements and take steps to protect your information.

Datapak recently learned that malware was placed on our systems on March 5, 2013 and could have been used to access personal information. Upon learning of this incident we immediately contained and secured the potentially affected parts of the system. We launched an internal investigation and we retained independent, third-party security experts. Working with these security experts, we took steps to further contain and secure the potentially affected parts of the system. The investigation is ongoing and we are cooperating with the credit card companies and law enforcement.

To assist you in protecting your information, we engaged AllClear ID to provide you with the opportunity to enroll in one (1) year of its identity protection services at no cost to you should you feel it is appropriate to do so. The following identity protection services start on the date of this notice and you can use them at any time during the next twelve (12) months.

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 1-855-398-6434 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 or by mail with the enclosed mail-in registration form, or by phone by calling 1-855-398-6434 using the following redemption code: 9999999999.

Please note: Additional steps may be required by you in order to activate your phone alerts. 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.



To further protect against possible fraud and in addition to enrolling in the one (1) free year of credit monitoring services we are providing to you, we encourage you to remain vigilant, to review your account statements, and to monitor your credit reports for suspicious or unauthorized activity. Additional steps you can take to protect yourself are included on the attached Information Guide.

We apologize for any inconvenience or concern that this may have caused you. The safety and security of your personal information remains a top priority of ours. We have established a confidential assistance line to assist you with any questions regarding the security incident, this letter or enrollment in credit monitoring. This confidential assistance line can be reached at 1-855-398-6434, Monday through Saturday from 8:00 a.m.-8:00 p.m. C.S.T.

Sincerely,

Datapak Services Corporation

INFORMATION GUIDE
ADDITIONAL STEPS YOU CAN TAKE TO PROTECT YOURSELF

To further protect against possible fraud, we encourage you to remain vigilant, to review your account statements, and to monitor your credit reports for suspicious or unauthorized activity.

Credit Report

Under U.S. law, you are entitled to one free credit report annually from each of the three major credit bureaus. To order your free credit report, visit www.annualcreditreport.com or call, toll-free, 1-877-322-8228. You may also contact the three major credit bureaus directly to request a free copy of your credit report.

Fraud Alert

At no charge, you can also have these credit bureaus place a "fraud alert" on your file that alerts creditors to take additional steps to verify your identity prior to granting credit in your name. Note, however, that because it tells creditors to follow certain procedures to protect you, it may also delay your ability to obtain credit while the agency verifies your identity. As soon as one credit bureau confirms your fraud alert, the others are notified to place fraud alerts on your file. Should you wish to place a fraud alert, or should you have any questions regarding your credit report, please contact any one of the agencies listed below. Information regarding security freezes is also available from these agencies.

Equifax
P.O. Box 105069
Atlanta, GA 30348
800-525-6285
www.equifax.com

Experian
P.O. Box 2002
Allen, TX 75013
888-397-3742
www.experian.com

TransUnion
P.O. Box 6790
Fullerton, CA 92834
800-680-7289
www.transunion.com

Security Freeze

Some state laws allow you to place a security freeze on your credit report. A security freeze prohibits a credit reporting agency from releasing any information from a consumer's credit report without written authorization. However, please be aware that placing a security freeze on your credit report may delay, interfere with, or prevent the timely approval of any requests you make for new loans, credit mortgages, employment, housing or other services. If you have been a victim of identity theft, and you provide the credit reporting agency with a valid police report, it cannot charge you to place, lift or remove a security freeze. In all other cases, a credit reporting agency may charge you up to \$5.00 (and in some cases, up to \$20.00).

To place a security freeze on your credit report, you must send a written request to each of the three major consumer reporting agencies by regular, certified or overnight mail at the addresses below:

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

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

Trans Union Security Freeze
Fraud Victim Assistance Dept
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com

In order to request a security freeze, you will need to provide the following information: (1) Your full name (including middle initial as well as Jr., Sr., II, III, etc.); (2) Social Security Number; (3) Date of birth; (4) If you have moved in the past five (5) years, provide the addresses where you have lived over the prior five years; (5) Proof of current address such as a current utility bill or telephone bill; (6) A legible photocopy of a government issued identification card (state driver's license or ID card, military identification, etc.); (7) If you are a victim of identity theft, include a copy of either the police report, investigative report, or complaint to a law enforcement agency



concerning identity theft; (8) If you are not a victim of identity theft, include payment by check, money order, or credit card (Visa, MasterCard, American Express or Discover only). Do not send cash through the mail.

The credit reporting agencies have three (3) business days after receiving your request to place a security freeze on your credit report. The credit bureaus must also send written confirmation to you within five (5) business days and provide you with a unique personal identification number (PIN) or password, or both that can be used by you to authorize the removal or lifting of the security freeze.

To lift the security freeze in order to allow a specific entity or individual access to your credit report, you must call or send a written request to the credit reporting agencies by mail and include proper identification (name, address, and social security number) and the PIN number or password provided to you when you placed the security freeze as well as the identities of those entities or individuals you would like to receive your credit report or the specific period of time you want the credit report available. The credit reporting agencies have three (3) business days after receiving your request to lift the security freeze for those identified entities or for the specified period of time.

To remove the security freeze, you must send a written request to each of the three credit bureaus by mail and include proper identification (name, address, and social security number) and the PIN number or password provided to you when you placed the security freeze. The credit bureaus have three (3) business days after receiving your request to remove the security freeze.

Federal and State Resources

You can also further educate yourself regarding identity theft, and the steps you can take to protect yourself, including how to place a fraud alert or security freeze on your credit file, by contacting the Federal Trade Commission or your state Attorney General. **For North Carolina residents**, the Attorney General can be contacted at 9001 Mail Service Center, Raleigh, NC 27699-9001, (919) 716-6400, www.ncdoj.gov. **For Maryland residents**, the Attorney General can be contacted at 200 St. Paul Place, 16th Floor, Baltimore, MD 21202, (888) 743-0023, www.oag.state.md.us.

The Federal Trade Commission also encourages those who discover that their information has been misused to file a complaint with them. The Federal Trade Commission can be reached at: 600 Pennsylvania Avenue, NW, Washington, DC 20580, www.ftc.gov/bcp/edu/microsites/idtheft/, 1-877-ID-THEFT (1-877-438-4338); TTY: 1-866-653-4261.

Police Report

If you find suspicious activity on your credit reports or account statements, or have reason to believe that your personal information is being misused, contact your local law enforcement authorities immediately and file a police report. You have the right to request a copy of the police report and should retain it for further use, as many creditors want the information it contains to absolve you of potential fraudulent debts. Notice of this event was not delayed because of law enforcement.

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 (855) 398-6434.

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 Main Street
Anytown, US 12345-6789

REDEMPTION CODE: 9999999999

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="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> FEMALE		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
MOBILE PHONE NUMBER			HOME PHONE NUMBER			WORK PHONE NUMBER				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS (For Online Account Access)										
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="radio"/> FEMALE		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
MOBILE PHONE NUMBER			HOME PHONE NUMBER			WORK PHONE NUMBER					
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
EMAIL ADDRESS (For Online Account Access)											
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

CHANGE OF NAME OR ADDRESS (Optional)

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