



**PALM BAY**  
INTERNATIONAL  
A TAUB FAMILY COMPANY

STATE OF NH  
DEPT OF JUSTICE  
2017 MAR -8 AM 11:27

February 28, 2017

Consumer Protection and Antitrust Bureau  
Office of the Attorney General of New Hampshire  
33 Capitol Street  
Concord, NH 03301

Re: Notification of a Breach of Security

Dear Attorney General Foster,

On January 17, 2017, one of our employees emailed the IRS Form W-2 information of one (1) current or former New Hampshire employee in response to what they later learned was a fraudulent email purporting to be from our CEO requesting the information. In fact, the email was a phishing email that came from an external email address. The W-2 information included the employee's social security number, 2016 wage information, and current mailing address.

We learned of the incident on January 26, 2017 and immediately investigated. We have filed a police report, notified the FBI and contacted the IRS to notify them of the incident. We provided information to the affected individuals on how to contact the IRS and state revenue agencies to report the potential identity theft. Some employees have indicated that they experienced problems when attempting to file their taxes online.

We first contacted impacted current and former employees on January 30 and 31, 2017, to alert them that the incident occurred and we have been in regular communication with them since that time. We prepared the attached notification letter to comply with New Hampshire law and are sending this notice to the impacted employees contemporaneously with this letter. As the attached letter explains, we are offering 24 months of credit monitoring and fraud remediation services through LifeLock.

We take the privacy and security of our employees' information very seriously. If you have any questions about this incident, please contact me at (516) 802-4745.

Sincerely,

Harish Parekh  
Chief Financial Officer  
Palm Bay International



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[Name]  
[Address]  
[City], [State] [ZIP]

Dear [Name],

As you know, there was a recent breach of security involving your IRS Form W-2 information.

**Why you are receiving this notice:** In addition to our prior communications, the law of your state of residence requires that we provide you with specific information about the incident. In some states we are required to notify you of the incident by mail to your last known address.

**What happened:** As you know, on January 17, 2017, one of our employees emailed W-2 information in response to what they later learned was a fraudulent email purporting to be from our CEO. In fact, the email was a phishing email that came from an external email address.

**What information was involved:** The incident involved your IRS Form W-2, which included your social security number, 2016 earnings information, and mailing address.

**What are we doing:** We filed a police report, are cooperating with law enforcement, and are in communication with the IRS and state revenue agencies. We have also provided you with information from the IRS and state revenue agencies on how to protect yourself from identity theft. We are taking appropriate steps to address the incident and are committed to protecting your information.

As an added precaution, we have arranged to have LifeLock protect your identity for 24 months at no cost to you. These services are being offered to comply with certain state legal requirements and, as a result, are being extended to employees who live in states without such requirements entirely as a courtesy in order to treat our employees equally. The offer therefore is not intended and should not be taken to suggest or acknowledge that recipients of the offer are at any substantial risk of harm.

The following identity protection services are offered for 24 months, beginning on February 13, 2017. The terms and conditions of the services are attached to this letter.

**LifeLock Ultimate Plus:** This service helps detect identity theft and alerts you of potential unauthorized use of your credit information. To use this service, you must enroll by following the instructions contained in the email you received from LifeLock. If a problem arises, simply call 1-877-511-7906 and a dedicated investigator will help recover financial

losses, restore your credit and make sure your identity is returned to its proper condition. Please note: Additional steps may be required by you in order to activate your monitoring options.

**What you can do:** Attached to this letter is additional information about identity theft prevention. If you have further questions or concerns about this incident, please contact me at (516) 802-4745.

We sincerely regret any inconvenience or concern caused by this incident.

Sincerely,

Harish Parekh  
Chief Financial Officer  
Palm Bay International

## **Information about Identity Theft Prevention**

We recommend that, as a consumer, 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](http://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](http://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 105139, Atlanta, Georgia 30374-0241, 1-800-685-1111, [www.equifax.com](http://www.equifax.com)

**Experian**, P.O. Box 2002, Allen, TX 75013, 1-888-397-3742, [www.experian.com](http://www.experian.com)

**TransUnion**, P.O. Box 6790, Fullerton, CA 92834-6790, 1-800-916-8800, [www.transunion.com](http://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.

Consumers should always remain vigilant with respect to reviewing their account statements and credit reports, and promptly report any suspicious activity or suspected identity theft to the proper law enforcement authorities, including local law enforcement, a 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](http://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](http://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](http://www.ncdoj.gov)

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

**Rhode Island Attorney General's Office**, Consumer Protection Division

150 South Main Street, Providence, RI 02903 (401) 274-4400,

<http://www.riag.ri.gov/ConsumerProtection/About.php#>

**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](http://www.equifax.com)  
Experian: 1-888-397-3742, [www.experian.com](http://www.experian.com)  
TransUnion: 1-800-680-7289, [www.transunion.com](http://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](http://www.equifax.com)  
Experian, P.O. Box 9554, Allen, TX 75013, [www.experian.com](http://www.experian.com)  
TransUnion, LLC, P.O. Box 2000, Chester, PA, 19022-2000, [www.transunion.com](http://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](http://www.equifax.com)  
Experian, P.O. Box 9554, Allen, TX 75013, [www.experian.com](http://www.experian.com)  
TransUnion, LLC, P.O. Box 2000, Chester, PA, 19022-2000, [www.transunion.com](http://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.

## **LifeLock, Inc. Service Terms and Conditions**

These LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as LifeLock Ultimate, and "User" which refers to a customer of our non-fee based Services such as LifeLock wallet. Collectively we will use the term "Customer" when referring to both Members and Users.

Both our Privacy Policy and our Website Terms of Use, which apply to our website (our "Site") and your use of our Site, are available [here](#) and are incorporated by reference into these Service Terms. Notwithstanding anything stated otherwise in these Service Terms, the Privacy Policy shall govern with respect to the collection, use, retention or storage of any information or data provided by you or to which you grant LifeLock access.

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOUR ACCESS TO OR USE OF THE SERVICES DOES NOT VIOLATE APPLICABLE LAWS, AND THAT YOU AGREE WITH ALL THE TERMS OF THESE SERVICE TERMS. FURTHER, IF YOU ENROLL IN OR USE OUR CREDIT MONITORING SERVICE AND/OR ANY OF OUR PROTECTION PROGRAMS, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A U.S. RESIDENT, THAT YOU HAVE PROVIDED US YOUR VALID U.S. SOCIAL SECURITY NUMBER, AND THAT YOU SHALL ONLY USE SUCH SERVICES IN CONNECTION WITH YOUR PERSONAL ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID U.S. SOCIAL SECURITY NUMBER.

IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST NOT ENROLL OR REGISTER FOR ANY OF THE SERVICES OR OTHERWISE USE THE SERVICES. UNLESS YOU CONTACT US WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME EMAIL OR, IF YOU DO NOT RECEIVE A WELCOME EMAIL BECAUSE YOU DO NOT HAVE AN EMAIL ADDRESS, WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME KIT YOUR ENROLLMENT WILL INCLUDE USE OF THE INSURANCE.

YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE SERVICE TERMS. WE MAY CHANGE, UPDATE, ADD OR REMOVE PROVISIONS OF THESE SERVICE TERMS AT ANY TIME BY POSTING THOSE CHANGES ON OUR SITE. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE SERVICE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE UPDATED SERVICES TERMS YOU MUST STOP USING THE SERVICES.

For certain Services, we may allow you to enroll or permit to be enrolled your minor child, if you are his or her parent or legal guardian. We may require you to provide, either directly or indirectly, documentation to us as we deem it necessary in our sole discretion, to prove your relationship with any such minor child. You acknowledge that these Service Terms will apply to your minor child, and you hereby expressly accept these Service Terms on behalf of your minor child.

### **1. Enrolling in LifeLock's Services – Members**

Depending upon the Services you enroll in, register for, or otherwise sign up for or subscribe to use (collectively, "enroll"), we may permit you to be enrolled (i) by telephone, (ii) on our Site, (iii) by some other method we expressly permit, or (iv) by a third party who is authorized to provide your Personal Information to enroll you on your behalf (collectively, the "Enrollment Process"). In order to enroll in, register for and receive one or more Services, you must provide us with the full and accurate Personal Information that we require for the applicable Services, which may include without limitation your name, address, telephone number, email address, date of birth, driver's license number, Social Security number, and other personal information to verify your identity, as well as financial information such as your credit card number (collectively, "Personal Information"). You agree to keep all Personal Information updated and accurate. In the event we do not receive all the required Personal Information during your Enrollment Process, you agree that we may, in our sole discretion, use our data base, the data base of our affiliates, or other resources to attempt to complete the required Personal Information on your behalf. If we are unable to obtain the required Personal Information or you fail to authenticate your identity as may be required, the Services for which you have enrolled or registered from us may be limited or unavailable.

Upon completion of the Enrollment Process, and payment to us of any fees owed, you will become eligible to receive the Services for which you have enrolled or registered.

As a Member enrolled in any of the Protection Programs, should you become a victim of identity theft you will be insured for certain losses in accordance with our Service Guarantee and Insurance, which is incorporated by reference into these Service Terms. Along with the Service Guarantee and Insurance, please review our reimbursement guidelines.

YOU UNDERSTAND AND AGREE THAT THE SERVICES SHALL NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CONSUMER REPORTING AGENCIES. YOU UNDERSTAND THAT WE MONITOR YOUR PERSONAL INFORMATION WITHIN OUR NETWORK USING CERTAIN PROPRIETARY TECHNOLOGIES AND DATABASE INFORMATION OWNED BY OR UNDER LICENSE TO US, BUT NOT ALL TRANSACTIONS, INCLUDING THOSE THAT MIGHT ENTAIL THE POTENTIALLY FRAUDULENT USE OF A CUSTOMER'S INFORMATION, MAY BE MONITORED AND THE SCOPE OF THE NETWORK UTILIZED BY US TO PROVIDE ALERTS MAY CHANGE. YOU ALSO UNDERSTAND AND AGREE THAT IT MAY TAKE UP TO FOUR (4) WEEKS FROM THE DATE YOU ACCEPT THESE SERVICE TERMS AND COMPLETE THE ENROLLMENT PROCESS FOR ALL OF THE SERVICES TO BE FULLY ACTIVATED.

## **2. Enrolling in LifeLock's Services – Users**

We may make certain features and Services available to Users for no fee (the "User Services"), including those we make available on or through your mobile phone or device. User Services may include the ability to receive SMS text messages, email, push notifications and other notifications from the Services (the "Mobile Alerts") and the ability to access the Services for which you have enrolled or registered through our mobile enabled application (our "App").

Users of our User Services are not required to enroll as a Member; however, Users may still be required to register with us. To register for User Services, you must provide us with certain information, including your name and email address, and must also create a username and password.

### **A. Mobile App Terms and License**

Our App offers functionality that allows Members to access their LifeLock portal and membership data and that allows Customers to store affiliation, membership, affinity and payment card information in a mobile wallet. Our App also offers "wallet services," which allow you to submit an image with card and receipt data, to digitize the data, store the image, and access the image and digitized data. As part of the wallet services, payment card information you choose to store in the App may be used to remit payments to third-party developers and merchants who have developed apps and web services that utilize our App's check-out services. Other functionality may also be available on the App such as the ability to receive various promotional offers and benefits.

The App is designed as a digital wallet into which you may store information about your payment cards, loyalty cards, identity cards and other data about you. While the app has security features designed to keep your information safe, you should avoid entering and storing certain information in the App. Specifically the App is not designed to store card verification values (CVV), card verification codes (CVC), card identification numbers (CID), personal identification numbers (PIN) or other security codes (via image or text) that are associated with credit and other payment cards. Do not use note fields or other text fields to enter and store this kind of data.

The App is provided to you under license and your use of the App and any information or data downloaded by or in connection with the App (the "Data") is subject to and limited by the license terms set forth below. We grant you a limited, non-exclusive, non-transferable license to use the App and Data subject to the terms and conditions set forth in this Agreement. You acknowledge that you must be a Member to access the Member-only features of our App. You may (a) install the App on one device at a time, (b) use the App on the screen of such device, and (c) make one copy of the App and Data for back-up, archival purpose provided such copy contains all of the original proprietary notices provided with or otherwise relating to the App or Data. This license will also govern any software upgrades provided by us that replace and or supplement the original App unless such upgrades are accompanied by a separate license in which case the terms of that license will govern. We have no obligation to provide you with any updates, maintenance or support services for the App. The App contains certain third-party software under license to us, including open source software (collectively, the "Third-Party Software"). The Third-Party Software is licensed to you under and subject to the terms of the applicable third-party software licenses, which can be found [here](#).

You may not use or permit others to use the App or Data except under the terms expressly listed above. Without limiting the previous sentence you shall not and shall not permit anyone else to (a) use the App or any device that you do not own or control, (b) use the App or Data for service bureau time sharing or other similar purpose, (c) modify, translate reverse engineer, decompile, attempt to derive the source code of, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the App or Data, (d) copy the App, including any updates or any part thereof, or Data (except as permitted above), (e) rent, lease, sell, offer to sell, distribute or otherwise transfer rights to the App or Data, (f) develop, sell or distribute applications that integrate with the App or otherwise make use of the Data, (g) remove any proprietary notices or labels on or relating the App or Data, or (h) use the App or Data in any manner that could impair any website that we may own or operate currently or in the future.

The App may be available via one or more mobile app stores or marketplaces (and "App Store") for use on mobile devices, including App Stores provided by Apple, Inc., Google, Inc., Amazon.com, Inc. and Microsoft, Inc. Apple, Inc., Google, Inc. Amazon.com, Inc. and Microsoft, Inc. are each a "Provider" for the purposes of these Terms with respect to any App downloaded from one of their respective App Stores. To use the App you must first download it from an App

Store and then register with us, by providing your name, email address and other information, and setting a password.

You acknowledge that this Agreement is between you and LifeLock only, and not with any Provider. Your use of our App must comply with the then-current Terms of Service applicable to the App Store(s) from which you downloaded our App. LifeLock, and not Provider, is solely responsible for our App and the services and content available thereon. You acknowledge that Provider has no obligation to provide maintenance and support services with respect to our App. To the maximum extent permitted by applicable law, Provider will have no warranty obligation whatsoever with respect to our App. We and not Provider are responsible for addressing any questions, comments or claims relating to the App and or your use of the App including but not limited to any product liability claims, claim that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our App or your possession and use of our App. You agree to comply with all applicable third-party terms of agreement when using our App (e.g., you must not be in violation of your wireless data service terms of agreement when using the App). Provider is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement with respect to the App.

In the event of a third-party claim that the App or your possession of and/or use of the App infringes a third party's intellectual property rights, we, not Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**Dispute Process.** Certain features in the App may allow you to make a purchase or request access to additional or different features for which fees may apply. You can choose whether or not to make these purchases or access these features and you will not be subject to fees or charges without your consent; however if you believe you have been assessed a fee or a charge in error or if the feature or item purchased does not perform as described or is not delivered to you, you may dispute the purchase by logging into your mobile application store from which you downloaded the App and lodging your dispute or request for refund directly with the application store owner.

## **B. Mobile Alert Service**

If you are a Member and you elect to enroll in our Mobile Alert Service, you acknowledge and agree that we may continue to send you alerts and other notifications via the email address or telephone number you provided to us or through another method as expressly agreed to by us in writing, until you notify us that you no longer wish to receive these Mobile Alerts. You can choose what types of Mobile Alerts you would like to receive, including where eligible Transaction Monitoring or Credit Monitoring Mobile Alerts. You should note that Mobile Alerts sent to you are not encrypted. You should take steps to protect your email and/or any devices through which you access or receive such alerts to safeguard against unauthorized access.

THE FREQUENCY OF MOBILE ALERTS WILL VARY BASED ON THE KINDS OF ALERTS AND OTHER NOTIFICATIONS (INCLUDING PUSH NOTIFICATIONS ON YOUR MOBILE DEVICE) YOU SIGN UP TO RECEIVE PURSUANT TO YOUR SERVICES. STANDARD TEXT MESSAGING RATES APPLY (INCLUDING WHERE APPLICABLE ROAMING CHARGES), SO PLEASE CONTACT YOUR MOBILE PHONE CARRIER FOR DETAILS AND FEES. YOU WILL BE RESPONSIBLE FOR ALL TEXT MESSAGING AND DATA PLAN FEES CHARGED BY YOUR MOBILE PHONE SERVICE. MOBILE ALERTS ARE PROVIDED AS A COURTESY TO

YOU. WE DO NOT GUARANTEE THE ACTUAL, COMPLETE OR TIMELY DELIVERY OF ANY MOBILE ALERTS. WE ARE NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATED TO, THE FAILURE OF ANY MOBILE ALERT TO BE ACTUALLY, ACCURATELY, FULLY OR TIMELY DELIVERED TO YOU FOR ANY REASON WHATSOEVER, INCLUDING THOSE CAUSED BY A TECHNICAL ERROR OR OTHER PROBLEM WITH OUR SYSTEMS, THOSE OF YOUR MOBILE SERVICE PROVIDER, A THIRD PARTY COMPANY OR ISSUES RELATED TO YOUR MOBILE SERVICE ACCOUNT OR MOBILE DEVICE.

### **3. Changes to the Services**

We reserve the right to change, modify, add to, discontinue, or retire any Service and/or any aspect or feature of a Service at any time. We shall provide notice of changes to products and services by posting them on the Site. We have no obligation to provide you with direct notice of any such changes in any other manner. A service may be available only if you meet all the eligibility criteria for that Service, which may change at any time, in our sole discretion. If any change(s) involve the payment of additional fees, we will provide you with the opportunity to approve such fees. If you fail or refuse to approve such fees, we may, in our sole discretion, terminate your current enrollment or use, continue to support your current Service(s) without the change, or replace your Service(s) with other Service(s). If we terminate your current enrollment in or use of any Service(s) on account of your failure or refusal to approve such fees, then we shall refund, on a pro-rata basis based on the remaining term of the current license. If we update any Service without requiring an additional fee and you object to such change, your sole remedy shall be to terminate your use of the Service.

### **4. Transaction Monitoring Feature**

You may be eligible to use the transaction monitoring feature ("Transaction Monitoring") of our Services. To sign up for Transaction Monitoring, you must provide us with the account credentials ("Account Credentials") for your eligible financial account(s) (such as credit card accounts, checking and savings accounts and investment accounts) at participating third party institutions, and authorize LifeLock to use your Account Credentials to directly access your account data at these third-party companies ("Account Information"). By using the Transaction Monitoring feature and providing us your Account Credentials, you are expressly authorizing LifeLock to access your Account Information on your behalf. You hereby grant LifeLock a non-exclusive, royalty-free, fully paid-up, license to use your Account Information in order to provide our Services to you, and to prepare aggregated and anonymous data derived from your Account Information for our own internal use. If any of your Account Credentials change, you are responsible for providing updated Account Credentials to LifeLock; if you do not, we will not be able to access your Account Information to provide alerts or notifications for any account for which we do not have your current Account Credentials.

LifeLock Members that sign up for Transaction Monitoring, may be able to receive related alerts via email or mobile device (see Mobile Alerts section about for more details). Transaction Monitoring alerts are only available for certain types of transactions. LifeLock may add or remove the types of transactions for which it will provide alerts at any time and without advance notice to you. Transaction Monitoring and alerts may not be available for all of your accounts, and the scope of Transaction Monitoring and alerts may vary based on the particular financial institution or credit card account.

YOU ACKNOWLEDGE AND AGREE THAT WHEN LIFELOCK IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, LIFELOCK IS ACTING AS YOUR AGENT FOR THE SOLE AND LIMITED PURPOSE OF OBTAINING YOUR ACCOUNT

INFORMATION TO PROVIDE THE SERVICES TO YOU. IF YOU SIGN UP TO RECEIVE TRANSACTION MONITORING ALERTS ON YOUR MOBILE DEVICE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. RECOMMENDATIONS RELATED TO TRANSACTION ALERTS. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY BASED ON YOUR RELIANCE ON OR USE OF ANY INFORMATION CONTAINED IN ANYT ALERT OR DUE TO A FAILURE TO SEND OR RECEIVE AN ALERT.

## **5. Credit Reports, Credit Scores**

Certain Services may provide the opportunity for you to review a copy of your credit report and score. By enrolling in a LifeLock Service which provides Credit Monitoring Service, you agree that you are providing written instructions and your consent in accordance with the Fair Credit Reporting Act, authorizing LifeLock and its Service Providers, including but not limited to Equifax Consumer Services LLC "Equifax", to obtain your consumer report information, including your credit information, from the personal credit report maintained by one or more of three nationwide credit reporting agencies, Equifax, Experian and TransUnion, or any other credit bureau with which LifeLock and its Service Providers, including but not limited to Equifax, may request your consumer report file information. You consent and authorize LifeLock and its Service Providers, including but not limited to Equifax, to access your personal credit information in order to (i) confirm your identity, (ii) display your credit data to you related to your use and enjoyment of the product and (iii) provide your Equifax credit data to LifeLock so that LifeLock may create and deliver to you, certain fraud alert products. Further, we remind you that we may monitor your credit reports and consumer report files at additional credit bureaus in addition to the three credit bureaus (Equifax, Experian and TransUnion) in order to provide you with the Services. Any person who knowingly and willfully obtains a consumer credit report or score/disclosure under false pretenses may face criminal prosecution. We do not directly report or provide your credit score to any third party; however, we may use it in accordance with our [Privacy Policy](#).

Some of our Services provide you with access to your credit score. LifeLock has provided the TransRisk scoring model as provided by TransUnion for these services historically, which have changed to Equifax in March 2016. Since we have changed to Equifax, Equifax will provide you with an alternative to the TransRisk Score. No score provided by LifeLock is a "FICO" score, which is derived by the Fair Isaac Corporation. As with all credit scores, the actual numeric value may vary from credit bureau to credit bureau. These types of score variances are natural and should not be cause for alarm.

Your enrollment in any Credit Monitoring Service depends upon both (i) the credit bureaus' ability to locate your credit file in their records and (ii) the successful authentication of your identity. Specifically, if any of the three nationwide credit bureaus (Equifax, Experian, and TransUnion) cannot locate your credit file in their records, you will only be eligible to enroll, or continue to remain enrolled, in our membership level that includes three bureau credit monitoring if you have an Equifax credit file and you will only be permitted to enroll in a single bureau credit monitoring plan if you have an Equifax credit file. If you do not have an Equifax credit file, you will be downgraded to a plan with all other features of your chosen plan without credit features. We will notify you of your status if you fall into either of the circumstances above. Please note each plan differs from the other plans in terms of other features, including different coverage amounts for insurance reimbursement. As always, you will also have the option to terminate your LifeLock Services (for more details regarding cancellation, please see section 8, Term and Termination, of these terms and conditions).

## **6. Payment**

Certain Services (such as the Protection Programs and Credit Monitoring Service) require payment by or on behalf of you, via a valid credit or debit card or other payment method, to us. By providing such payment information to us or permitting such to be provide on your behalf, you represent that you are authorized to request transactions using the payment method presented. You authorize and agree to make any required payments for the Services on a timely basis. In the case of any credit or debit card payment by you, you authorize us to: (a) submit a transaction using the card information provided to us; (b) submit automatic recurring transactions, including those on a monthly or annual basis for membership renewals; and (c) obtain automatic updates for cards provided to us. You may cancel your membership at any time by phone at 1-800-LifeLock (543-3562) or through your member portal. You further acknowledge and agree that, subject to our then current member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services unless noted otherwise and we may collect all applicable sales taxes.

## **7. Your Conduct**

You understand and agree that perfect security does not exist anywhere, and that you will 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 anyone who might 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. You also agree that you will, upon request from us, immediately remove from your computer any software that we notify you poses a security risk. To access the Services via our App or online member portal, Customers must have a valid user name and password, which Customers will receive after enrolling or otherwise registering with us for the applicable Service(s). You are responsible for maintaining the confidentiality of any password associated with your use of the Services and the App, as well as any activity within the App and Services using your password(s).

## **8. Term and Termination**

The term of these Service Terms will continue and will automatically renew until terminated by you or us, in accordance with the below. We may terminate these Service Terms at any time upon notice to you, with or without cause. Unless terminated by you, your enrollment in the Services shall automatically continue indefinitely, and you shall pay (or cause to be paid) corresponding fees as published by us from time to time. Where authorized by you during the Enrollment Process or later, we will automatically charge your designated payment method upon renewal, unless you first terminate your use of the Services prior to the expiration of the then-current membership term.

### **A. Customers Enrolled in Service(s) Directly with LifeLock**

We may terminate these Service Terms at any time upon notice to you, with or without cause. If we terminate these Service Terms without cause, we will promptly refund a pro-rata portion of any fees already paid directly to us by Customers for the Services that have yet to be provided.

You may terminate these Service Terms at any time upon notice to us. If you terminate these Service Terms, we will promptly refund to you a pro-rata portion of any fees you have already paid directly to us for the Services that have yet to be provided. To terminate your enrollment in or use of the Protection Programs and/or Credit Monitoring Service, you must call 1-800-LIFELOCK (543-3562) or cancel through your member portal; to cancel any other Services, you must do so by calling LifeLock at 1-800-LIFELOCK (543-3562) or terminating the Service in another manner as instructed through the Service (such as by de-installing our App on your mobile device).

#### **B. Members Enrolled in the Services Through a Third Party**

We may terminate these Service Terms at any time upon notice to you, with or without cause. If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to terminate these Service Terms, you must notify that third party of your intent to terminate your use of the Service(s); we will terminate your use of the Services and these Service Terms upon notice to us given by such third party. If you are enrolled in any Services through a third party, you will not be entitled to any refund of fees from LifeLock; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.

#### **9. Privacy**

You agree that we may use your Personal Information in accordance with our Privacy Policies, which are available [here](#) and are incorporated by reference into these Service Terms. You expressly authorize LifeLock, its agents, and its employees to obtain various information and reports about you (or about any minor child that you have enrolled) as we deem reasonably necessary or desirable in the course of performing the Services. We may share your Personal Information with any other person registered on your LifeLock account. You, individually or as the parent or legal guardian of a minor child you enroll or cause to be enrolled, expressly authorize LifeLock, its agents, and its employees to take any steps necessary to implement the Services, including, but not limited to, completing and executing any documents, communicating with third parties, and acting as a personal representative to the fullest extent permitted by law.

#### **10. Ownership of Intellectual Property Rights**

We retain all right, title and interest (including all copyright, trademark, patent, trade secrets and all other intellectual property rights) in our Services, our App (including the Data) as well as our trademarks, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Services and our App. Further, your use of or access to our Site and to any content, materials, data or information available on or via our Site, is subject to the [LifeLock Intellectual Property Statement](#), including its applicable provisions on intellectual property, feedback, submissions, and proprietary rights.

#### **11. Local Laws; Export Control**

We control and operate the App and Services from our headquarters in the United States of America and the content and features may not be appropriate or available for use in other locations. If you use the App or Services outside the United States of America, you are responsible for following applicable local laws. By using the App or Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **12. Disclaimer of Warranties**

UNLESS OTHERWISE EXPLICITLY STATED, LIFELOCK, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LifeLock DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

## **13. Limitation of Liability**

OTHER THAN PURSUANT TO THE SERVICE GUARANTEE (FOUND HERE) WHICH APPLIES SOLELY TO MEMBERS ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS (\$1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **14. Jurisdiction**

These Service Terms and any Services provided hereunder will be governed by the laws of the State of Arizona, without regard to any laws that would direct the choice of another state's laws and, where applicable, will be governed by the federal laws of the United States.

## **15. Indemnification**

You will indemnify and hold LifeLock (and our officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Service Terms, or your violation of any law or regulation, or the rights of any third party.

## **16. Other Rights**

You understand and agree that the Fair Credit Reporting Act allows you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. You also understand and agree that your decision to pay any required payments for the Services and receive the Services under these Service Terms has been made by you as a convenience, and is not legally required. Further, all Customers may request that their name be removed from preapproved credit card mailing lists; to opt out of preapproved credit card offers free of charge, log on to [www.optoutprescreen.com](http://www.optoutprescreen.com) or call 1-888-5OPTOUT.

## **17. General**

Neither these Service Terms, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without our prior written permission. Any purported assignment without such permission shall be void. Any waiver of our rights under these Service Terms must be in writing, signed by LifeLock, and any such waiver shall not operate as a waiver of any future breach of these Service Terms. In the event any portion of these Service Terms is found to be illegal or unenforceable, such portion shall be severed from these Service Terms, and the remaining terms shall be separately enforced. Your use of the Services shall at all times comply with all applicable laws, rules, and regulations. These Service Terms, and all documents incorporated into these Service Terms by reference, are the entire agreement between the parties with respect to this subject matter, and supersede any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Our failure to enforce any of these Service Terms is not a waiver of such term. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Service Terms. These Service Terms are solely and exclusively between you and LifeLock and you acknowledge and agree that (i) no third party, including a third-party partner of LifeLock is a party to these Service Terms, and (ii) no third party, including any third-party partner of LifeLock has any obligations or duties to you under these Service Terms.