



University of Connecticut
Office of Audit, Compliance and Ethics

May 8, 2012

Michael A. Delaney
Attorney General
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

Via FIRST CLASS MAIL

Dear Attorney General Delaney:

In accordance with N.H. Rev. Stat. § 359-C:20, please accept this letter as notification of a data breach that occurred when an employee of the University of Connecticut inadvertently responded to a phishing email during the week of April 16, 2012. In doing so, the University employee provided access to a file that contained payroll-related information for individuals who were employed with the University's Dining Services department during 2011. This error was discovered on April 23, 2012. Upon discovery, the University took immediate steps to terminate access to that employee's account and to protect the data from further compromise. The last known addresses of one (1) of the individuals impacted were located in the State of New Hampshire. For this reason, the University provides you with the required notice under § 359-C:20.

In order to notify the individuals impacted by the breach and help them to protect themselves from potential identity theft, the University has secured the services of *AllClear ID (formerly Debix Identity Protection Network)*. With the next few days, AllClear ID will, on the University's behalf, provide written notification via first class mail to all of the impacted individuals, and offer them two years of credit monitoring at the University's expense. The mailing to the impacted individuals also includes information regarding how to place credit freezes with each of the three major credit bureaus, and other steps the individuals can take to protect themselves. A sample of the notification letter and enclosures provided therewith is enclosed with this letter for your information.

The University takes security of personal data seriously and is addressing the situation that resulted in this breach. The University has already begun to take corrective steps, including mandating additional user education related to the handling of confidential data and the identification of additional controls that could prevent events of this kind in the future. If you require any additional information about the breach and the way it has been handled by the University, please do not hesitate to contact me directly at (860) 486-5256 or rachel.krinsky@uconn.edu.

Very Truly Yours,

Rachel Krinsky Rudnick, J.D., CIPP/US
Assistant Director of Compliance/Privacy

Encls.

Cc: R. Urban
R. Orr
J. Pufahl

An Equal Opportunity Employer

Allyn Farabee Brown Building
9 Walters Avenue Unit 5084
Storrs, Connecticut 06269-5084

Telephone: (860) 486-4526
Facsimile: (860) 486-4527



University of
Connecticut

9 Walters Avenue, Unit 5084., Storrs, CT 06269-5084



Free Identity Protection

Redemption Code: 1279363541

Enroll at enroll.allclearid.com

Assistance Hotline: 1-877-437-3998



John Q Sample
123 Anywhere Street
Anytown, US 06226-3428

May 9, 2012

Dear John Q Sample,

We write to inform you that during the week of April 16, 2012, an employee of the University inadvertently responded to a phishing email. In doing so, the University employee provided access to a file that contained payroll-related information for individuals who were employed as non-state employees with the University's Dining Services department during 2011. This error was discovered on April 23, 2012. Upon discovery, the University took immediate steps to terminate the access to the employee's account and to secure the data from further compromise. You are receiving this letter because your personal payroll-related data, including your Social Security Number, was contained in the file potentially compromised as a result of the phishing scam.

While there is no indication that your information specifically has been or will be used for identity theft purposes, as a precautionary measure, we are sending this notification to you to advise you of steps the University of Connecticut is offering to assist you to monitor your financial records and to guard against identity theft or fraud.

To help safeguard you from misuse of your personal information, **we have arranged for you to receive identity protection from AllClear ID at no cost to you.**

AllClear ID offers Credit Monitoring that delivers secure, actionable Credit Alerts to you by phone. AllClear ID Protection also includes \$1,000,000 Identity Theft Insurance Coverage and AllClear ID Fraud Resolution Services. The AllClear ID service will be valid for two (2) years from the date you register.

You must register with AllClear ID by August 15, 2012 to receive this complimentary identity protection service. You will need to provide the redemption code that is listed at the top of this page. You may register online at <https://enroll.allclearid.com>, via phone by calling 1-877-437-3998 or via mail with the attached form. Please see the enclosures included with this letter to learn more about AllClear ID.

We take the protection of your personal information seriously and are taking appropriate steps to prevent a similar occurrence. We are sincerely sorry for this unfortunate occurrence and apologize for any inconvenience or concern this situation may have caused you.

Sincerely,

Rachel Krinsky Rudnick, J.D., CIPP/US
Assistant Director of Compliance/Privacy Officer
Office of Audit, Compliance & Ethics

Jason Pufahl, CISSP, CISM
Chief Information Security Officer
University Information Technology Services



Information about Identity Theft Prevention

Even if you do not feel the need to register for the credit monitoring service, 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"). To obtain additional information about avoiding identity theft, contact your state's regulatory authority, or the FTC's Consumer Response Center, 600 Pennsylvania Avenue, NW, Washington, DC 20580, 1-877-IDTHEFT (438-4338), www.ftc.gov/idtheft.

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: 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 access 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.*

Instructions for how to establish a credit freeze differ from state to state. For Connecticut residents, additional information may be found at <http://www.consumersunion.org/pdf/security/securityCT.pdf>. For residents of other states, we recommend that you contact the three major credit reporting companies listed above for more information or visit http://www.consumersunion.org/campaigns/learn_more/003484indiv.html.

Free identity protection. Priceless peace of mind.



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

AllClear ID provides a level of patented identity protection no other company can match. Only AllClear ID has an Alert Network that identifies potential attacks and delivers critical information to you by phone.

Free, Fast, Simple Enrollment.

 **Insurance Amount:** \$1,000,000



ENROLL NOW

Redemption Code: 1279363541

Online: enroll.allclearid.com

Phone: (877) 437-3998

Monday through Saturday

9 am to 9 pm EST

Mail: Use attached form.

What You Get:

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

Sign Up Today For Your FREE Identity Protection From AllClear ID.

Included in Your AllClear ID Protection:

AllClear Credit Monitoring

AllClear ID constantly scans credit records for signs of activity that could indicate identity theft.

AllClear Credit Alerts

If there are changes to your credit file - like evidence that a thief has used your credit, you will get a secure call from AllClear ID.

AllClear Investigators

If fraud is detected, licensed investigators repair your identity, saving you hundreds of hours.

Identity Theft Insurance

If a thief steals your identity, you will be reimbursed for covered losses related to recovering your identity.

Long-term Identity Repair

After your initial protection period has passed, you're protected with extra identity repair coverage for future issues.

ChildScan

If under 18, AllClear ID scans Social Security numbers and sends alerts. If fraud is found, we will fully restore your child's identity.

www.AllClearID.com





End User Services Agreement

This agreement ("Agreement") is made by & between AllClear ID, Inc., formerly "Debitx" ("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.debitx.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 in order to activate certain features of the Service. 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 subscribe 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, & 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-INFRINGEMENT, 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. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 - 14, which survive.