

EQUIFAX AND FORCED CONSUMER ARBITRATION

A SNAPSHOT - SEPTEMBER 2017

On September 7, 2017, Equifax announced a massive data breach affecting more than 143 million consumers.

For consumers concerned about identity theft and fraud, Equifax has been offering one year of a free credit monitoring service through TrustedID, an Equifax subsidiary. Unfortunately, the terms and conditions for the TrustedID service contained a forced arbitration clause as of September 8, 2017.¹ In other words, victims were presented no choice but to give up important legal rights in order to gain temporary protections that may reduce the risks of identity theft and fraud caused by Equifax.

After sustained public outrage, Equifax removed this clause from the terms for its TrustedID service. However, the company's broader terms of use include an arbitration clause that purportedly applies to "all other websites owned and operated by Equifax and its affiliates."² Equifax may still be able to successfully invoke this forced arbitration clause in court.

Moreover, there is nothing to prevent Equifax from reintroducing a forced arbitration clause to the TrustedID terms and conditions at a later date.

Here is what we know about Equifax's previous use of forced arbitration: from 2009 through the first half of 2017, Equifax was a defendant in just five consumer arbitrations. All five arbitrations were administered by the American Arbitration Associations ("AAA") and none by JAMS, even though JAMS is the only arbitration forum named in the original TrustedID arbitration agreement. Three of the Equifax arbitrations reached settlement and two were withdrawn. Notably, in all five cases the consumer-plaintiff did not have legal counsel. An arbitrator was appointed in only one case.

Equifax Consumer Arbitration Cases							
Case ID	Entity Name	State	Filing Date	Closing Date	Days Open	Claim Amount	Result
312011000155	Equifax Information Services, LLC	NC	6/3/11	6/22/11	19	\$ 12,000	Settled
011600008629	Equifax Information Services, LLC	CA	3/14/16	12/27/16	288	\$ 10,000	Settled
011700002693	Equifax, Inc.	WA	1/12/17	2/23/17	42	\$ 5,000	Withdrawn
011700006399	Equifax Credit Information Services, Inc.	CA	1/30/17	2/23/17	24	\$ 2,000	Withdrawn
011700006998	Equifax Information Services, LLC	RI	2/1/17	4/3/17	61	\$ 26,000	Settled
					87	\$ 11,000	

¹ TrustedID Premier Terms of Use, effective September 6, 2017, attached hereto as Appendix A.

² Equifax Terms of Use, effective May 2, 2017, attached hereto as Appendix B.

METHODOLOGY

The original data for this report was provided by the AAA and JAMS (initially named Judicial Arbitration and Mediation Services, Inc.) pursuant to California's arbitration disclosure mandate.³

The research was performed by Level Playing Field, a non-profit organization that collects, analyzes, and publishes data on consumer arbitration cases. Level Playing Field has developed a consumer arbitration database that allows the public to quickly and easily search consumer arbitration cases by fields such as business name, arbitrator name, attorney name, and state.

ACKNOWLEDGMENT

This report was created by Level Playing Field at the request of the Consumers for Auto Reliability and Safety (CARS) Foundation, and with the Foundation's support.

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APPENDIX A

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³ The AAA data goes back to 2009. The JAMS data goes back to 2011.

TrustedID Premier Terms of Use

Effective Date: September 6, 2017

TrustedID, Inc. ("TrustedID," "we," "us," "our"), an Equifax company, provides its products to you ("You," "Your") through various websites (including www.TrustedID.com) and its related applications and products (collectively, the "Product(s)" which term includes any new features, products and applications offered by us from time to time), subject to the following Terms of Use (as amended from time to time, the "Agreement").

YOU MUST ACCEPT THIS AGREEMENT, INCLUDING ITS "ARBITRATION" SECTION BELOW, BEFORE YOU WILL BE PERMITTED TO REGISTER FOR, USE OR PURCHASE ANY PRODUCT. BY REGISTERING ON THIS WEBSITE AND SUBMITTING YOUR ORDER, YOU ARE ACKNOWLEDGING ELECTRONIC RECEIPT OF, AND YOUR AGREEMENT TO BE BOUND BY, THIS AGREEMENT. YOU ALSO AGREE TO BE BOUND BY THIS AGREEMENT BY USING OR PAYING FOR OUR PRODUCTS OR TAKING OTHER ACTIONS THAT INDICATE ACCEPTANCE OF THIS AGREEMENT.

MANY GOVERNMENT RECORDS ARE AVAILABLE FREE OR AT A NOMINAL COST FROM CERTAIN GOVERNMENT AGENCIES. IN ADDITION, CONSUMER REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CONSUMER DISCLOSURE (SOMETIMES REFERRED TO AS A CREDIT REPORT) UPON REQUEST AT NO CHARGE OR FOR A NOMINAL FEE. NONE OF THE PRODUCTS OFFERED THROUGH THIS WEBSITE ARE INTENDED AS A SUBSTITUTE FOR THE CONSUMER DISCLOSURE INFORMATION THAT MAY BE AVAILABLE TO YOU WITHOUT CHARGE. PRIOR TO PURCHASING ANY PRODUCT, YOU SHOULD REVIEW THE PORTIONS OF THIS AGREEMENT ABOUT THE FAIR CREDIT REPORTING ACT OR VISIT WWW.ANNUALCREDITREPORT.COM FOR FURTHER DETAILS REGARDING YOUR RIGHT TO OBTAIN A COPY OF YOUR CONSUMER DISCLOSURE.

PROVIDERS OF PRODUCTS. TrustedID, Inc. provides the Products. TrustedID, Inc. obtains certain Product features from other companies, including obtaining credit Product features from Equifax Consumer Services LLC. TrustedID, Inc. may also partner with other companies ("Suppliers") to provide Products or Product features to you or sell you a Product provided by a Supplier. Suppliers are included in references in this Agreement to "we," "us" and "our".

PERSONAL INFORMATION; AUTHORIZATION. As needed to provide Products to You, You authorize and instruct Us to obtain, monitor, and compile Your: (i) credit information from one or more consumer reporting agencies; (ii) "non-public personal information", "personal information", and/or "highly restricted personal information" about or concerning You as defined by the Gramm-Leach-Bliley Act (15 U.S.C. sec 6801 et seq); and (iii) other personal information. By placing Your order You acknowledge and agree that Your access to the Products and any consumer credit information contained therein is subject to Your prior written authorization and Our verification of Your identity. As such, You understand and agree that by submitting Your order, You are providing "written instructions" in accordance with the Fair Credit Reporting Act ("FCRA") for Us to obtain credit information about You from one or more of the three nationwide consumer reporting agencies and You hereby authorize Us to access Your personal credit information in order to provide the Products.

NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT. TrustedID is not a credit repair organization, or similarly regulated organization under other applicable law and does not provide any form of credit repair advice or counseling. TrustedID offers You access to Your credit report and other credit-related information Products, but We do not offer, provide, or furnish any Products, or any advice, counseling, or assistance, for the express or implied purpose of improving Your credit record, credit history, or credit rating. **By this We mean that We do not claim We can "clean up" or "improve" Your credit record, credit history, or credit rating and You acknowledge and agree that You will not purchase, use, or access any of Our Products or the websites for such purposes.** These items (credit record, history, and rating) are based on Your past or historical credit behavior, and accurate and timely adverse credit information cannot be changed. If You believe that Your credit report contains inaccurate, non-fraudulent information, it is Your responsibility to contact the relevant consumer reporting agency, and follow the procedures established by the various consumer reporting agencies related to the removal of such information.

YOUR RIGHT TO OBTAIN A CONSUMER DISCLOSURE FREE OF CHARGE. None of Our Products are intended to substitute, or constitute an offer for a consumer disclosure (sometimes referred to as a "credit report") that may be available to You without

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cost or obligation under federal or state law. Prior to purchasing any Product via this website, You should carefully review Your right to obtain a free copy of Your consumer disclosure once every twelve (12) months from each of the three nationwide consumer reporting agencies by visiting www.annualcreditreport.com. A more complete description of your rights to obtain or gain access to your consumer disclosure without charge is contained in the "Additional Consumer Report-Related Disclosures" section of this Agreement.

USE OF THE PRODUCTS. By registering for the Product You certify that You are at least 18 years of age. You agree that the information You provide during the registration process, and the information You provide from time to time while using the Product, will be true, accurate and current. We may use information from third-party sources, including your mobile carrier, to verify your identity. It is a violation of federal criminal laws to knowingly or willfully obtain information from a consumer reporting agency under false pretenses. If TrustedID has any reason to suspect You have provided untrue, inaccurate or non-current information it may, in its sole discretion, terminate this Agreement (or suspend, terminate, or otherwise restrict Your use of and access to any part(s) of the Product) at any time, without notice. You agree not to: use the Product in any unlawful manner or in any manner that could damage, disable, overburden, or impair the Product or interfere with any other party's use and enjoyment of the Product; harvest or collect email addresses or other contact information of other users from the Product by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; interfere with or disrupt the Product or servers or networks connected to the Product; violate any terms which may be applicable for any particular area of the Product; violate any applicable local, state, national or international law, or any regulations having the force of law; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Product.

YOU UNDERSTAND AND AGREE THAT THE PRODUCTS SHALL NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CONSUMER REPORTING AGENCIES.

PRODUCTS VARY. Our various Products do not include the same features and benefits. Prior to purchasing any Product, You should evaluate the features and benefits included in each Product by reviewing the Product descriptions and other Product literature contained in the website.

THIRD PARTY SOFTWARE. In the event that the Product you are procuring hereunder includes third party software, You acknowledge that Your use of third party software may be subject to the license terms associated with such third party software. TrustedID hereby disclaims any liability or responsibility with respect to any such third party software.

USE OF THE PRODUCTS BY A PARTNER. CERTAIN PRODUCTS, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, WILL PERMIT ONE OR MORE ADDITIONAL INDIVIDUALS ("YOUR PARTNER") TO MONITOR THEIR PERSONAL INFORMATION FOR UNAUTHORIZED USE. YOU AGREE THAT YOU WILL REQUEST YOUR PARTNER TO ONLY PROVIDE INFORMATION ABOUT THEMSELVES THAT IS TRUE, ACCURATE AND CURRENT. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE EXPRESS CONSENT OF YOUR PARTNER TO SUBMIT THEIR INFORMATION TO TRUSTEDID TO OBTAIN PRODUCTS ON THEIR BEHALF. YOU SHALL PROVIDE YOUR PARTNER WITH ACCESS TO THE PORTION OF YOUR ACCOUNT DESIGNATED FOR THEIR USE, AND ALL OTHER INFORMATION AND ASSISTANCE NECESSARY FOR THEM TO ACCESS AND USE THE PRODUCT. IN ADDITION, YOU SHALL PROVIDE YOUR PARTNER WITH A COPY OF THIS AGREEMENT AND THE WEBSITE PRIVACY POLICY. IN THE EVENT YOUR PARTNER NO LONGER DESIRES TO RECEIVE THE PRODUCT, YOU SHALL IMMEDIATELY (I) NOTIFY TRUSTEDID IN WRITING TO 101 UNIVERSITY AVE, PALO ALTO, CA 94301 AND (II) CEASE ALL USE OF THE PRODUCT ON THEIR BEHALF.

CREDIT SCORES. Some Products contain credit scores. If Your Product contains one or more credit scores, unless otherwise indicated, all credit scores furnished with Our Products are Equifax Credit Scores. By this, We mean that all credit scores are prepared by Equifax and make use of the Equifax Risk Score, which is a proprietary credit score model developed by Equifax. Third parties use many different types of credit scores and will not use the Equifax Credit Score to assess your creditworthiness. When prepared and delivered to You as part of any Product, The Equifax Credit Score is provided solely to help You understand how lenders may evaluate Your overall credit risk. Therefore, nothing in any of Our Products is an endorsement or a determination of a person's qualification for a loan, or any other extension of credit. Each lender has specific underwriting standards, so You should not assume that You will receive the same evaluation, credit terms or conditions. Equifax does not represent that the Equifax Credit Score is identical or similar to any other credit score or score model. Moreover, any estimated score changes predicted by Our Products are only estimates and are provided for educational purposes solely to enable You to determine how future financial decisions (e.g., obtaining a new car loan or mortgage) might impact your credit score. In all instances, the information We use to calculate Your Equifax Credit Score is derived from one or more credit reports produced by Equifax Information Services LLC ("EIS") or one of the other national credit reporting bureaus. The consumer credit information contained in these credit reports reflects the latest information provided to the pertinent credit reporting agency. Recent activity may not yet be reflected in Your credit report. If not, this activity will not be reflected in

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Your Equifax Credit Score. In addition, Your Equifax Credit Score may change every time new information is added to or removed from a credit report as well as with the passage of time.

PRODUCT FEES. The Product may be subject to fees (as designated by TrustedID at its website - www.TrustedID.com). In such event, you shall pay all applicable fees, as described on the website. All fees are in U.S. dollars unless stated otherwise on the website. All fees are payable upon demand on a Visa, MasterCard or American Express credit card (or by such other method as authorized by TrustedID in writing). TrustedID reserves the right to change its fees (and to institute new charges) for the Product at any time.

In the event TrustedID offers You a free trial of the Product, such free trial shall only be available if You are a first time customer of the Product. Only one free trial may be redeemed per household and we may refuse to register You to obtain any of our Products for any reason, including any of our Products that may be offered by means of a free trial. You must have internet access and a valid credit card or debit card to take advantage of a free trial offer. We will not bill You until the free trial period has expired and provided that You have not yet cancelled your trial membership. In the event that You wish to continue Your membership beyond the trial period, do nothing and Your membership will automatically continue without interruption and We will begin billing You via the payment source You provided when you signed up for the free trial for monthly or annual subscription fees corresponding to Your subscription plan plus any applicable tax at the end of your free trial membership period. You may cancel your trial membership at any time during the free trial period without charge or further obligation by calling our Customer Service Center 7 days a week, 5am - 6pm Pacific Standard Time at 1-888-548-7878.

In the event that You purchase the Product through a third party, all fees will be collected by the third party, as described in your agreement with the third party, and You should address Product fee questions to the third party. In the event that You initially purchased the Product through a third party, You will pay no subsequent fees to TrustedID unless You choose to purchase additional Products from TrustedID.

In the event that You receive the Product as a benefit of enrolling in, or purchasing, third party products or services, or have the Product purchased for You by a third party, You will incur no additional fees related to Your Product membership unless You choose to purchase additional Products from TrustedID.

You hereby authorize TrustedID (or its third party provider) to verify your credit/debit card by running pre-authorization hold transactions against such credit/debit card.

MEMBERSHIP TERM. Unless terminated earlier pursuant to the terms and conditions of this Agreement, Your Product membership will continue for the period of time specified on TrustedID's website. If You receive the Product as a benefit of enrolling in, or purchasing, third-party products or services, Your Product membership may be terminated pursuant to the terms and conditions of Your agreement with the third party. As specified on the website, Your membership subscription may be subject to automatic renewal. TrustedID may, in its sole discretion, terminate this Agreement (or suspend, terminate, or otherwise restrict Your use of and access to the Product) at any time, without notice.

PRODUCT CANCELLATION AND REFUNDS. You may cancel any subscription at any time. To cancel Your subscription, please contact our Customer Service Team 7 days a week, 5am - 6pm Pacific Standard Time at 1-888-548-7878. In the event that You cancel Your annual subscription, you will receive a refund based on the original purchase price and the number of unused months still available for your product. There are no partial month refunds. In the event you cancel your monthly subscription, you will not receive a refund but you will receive service for the remainder of the month you cancel and no further charges will be incurred. For additional information regarding how to cancel Your Product, go to www.trustedid.com and login to your account. All sales of credit report, credit report and score or Credit Lock Products purchased in addition to Your subscription are final, and You will not be entitled to a refund once it is delivered to You.

ACTIVATION OF PRODUCT. If You purchase a Product membership which does not require that You immediately enroll and commence use of the Product at the time of purchase, and You fail to enroll and commence use of the Product at any time following Your purchase, Your right to enroll in the Product and received of the benefits provided by the Product membership will expire twelve months following the date of purchase.

CUSTOMER SUPPORT. The type of customer service to which You are entitled is determined by the Product you purchased. If, for example, You have enrolled in a membership for which You have not paid TrustedID, You may be entitled to no customer support or support only via email.

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FEEDBACK. Unsolicited comments, suggestions, ideas or materials (including without limitation original or creative materials) sent or transmitted to TrustedID (collectively "Feedback ") will be deemed to be non-confidential and TrustedID has no obligations of any kind with respect to such Feedback and will be free to use, copy, modify and/or distribute the Feedback to others without limitation for any purpose, commercial or otherwise, without compensation or acknowledgement to you, including, but not limited to developing and marketing products incorporating such Feedback.

CHANGES TO PRODUCTS AND TERMS; TERMINATION. We may not offer every Product on every website and we may also modify or discontinue any of Our Products or a website (or any portion of a Product or the website) or cancel, suspend or terminate this Agreement for any reason with or without notice. If we do cancel this Agreement or discontinue any Product You have purchased without offering a similar replacement Product, We will give You a pro-rated refund for any Products purchased but not yet provided. If We only modify a Product or discontinue a Product feature or features, Your only recourse is to cancel Your Product in accordance with this Agreement. We may amend this agreement from time-to-time. When We amend this agreement, We will post the amended Agreement on the Site. We will also send you an email alerting you that the Agreement has been amended. Your continued use of the website or Products or payment for the Products constitutes Your acceptance of the amended Agreement. If you do not accept the new Agreement, you must cancel your Product within 30 days of when we emailed you the notice or you otherwise received the notice. You also agree to an amended Agreement if you take other actions that demonstrate You have accepted the amended Agreement.

ELECTRONIC AND TELEPHONIC COMMUNICATIONS. Unless otherwise noted, our Products are internet-based and in order to access our Products You must have: an internet browser that supports 128-bit encryption; an email account and appropriate email software; a personal computer, operating system and connection to the internet capable of supporting the foregoing; and sufficient electronic storage capacity on Your computer's hard drive or other data storage unit or a printer that is capable of printing from Your browser and email software. As such, You understand and agree that this Agreement will be entered into electronically, and that the following information ("communications") will be provided by Us to You by electronic means: this Agreement and any amendments, modifications or supplements to it; any initial, periodic or other disclosures or notices provided in connection with the Products, including without limitation Our privacy policy, all regulatory disclosures, and all communications related to the Products. In furtherance of the foregoing, You expressly consent to receive all communications regarding Your membership electronically, either by e-mail or by notices posted on the website and You agree that any requirement that a notice, disclosure, agreement, or other communication be sent to You by Us in writing is satisfied by such electronic communication. In order to ensure Your continuing access to Your Product, You agree to update Your email address on file whenever Your email address changes. You further agree that we may send You product-related announcements periodically. For instance, if our website is temporarily suspended for maintenance, we may send you email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account. You also expressly consent and agree to be contacted by Us or anyone acting on Our behalf for non-telemarketing purposes at any telephone number You provide to Us or we obtain for you, including wireless telephone numbers. You further agree that We may make this contact by using a predictive dialer or an automatic telephone dialing system, including sending text or mobile messages by such a system, and/or by using an artificial or prerecorded voice. You agree to notify Us promptly if a telephone number You provided to Us is no longer a number at which You may be reached (such as in the event of number reassignment or if you want to revoke your consent to be contacted by telephone). Please note that mobile messaging, text, and data rates may apply, and You should consult with Your Carrier prior to enabling any mobile feature associated with Your Product.

TRADEMARK RIGHTS. The TrustedID product names referenced in this website, including without limitation TRUSTEDID, the TRUSTEDID Logo, IDFREEZE, IDESENTIALS and IDENTITYTHREATSCORE ("TrustedID Marks ") are trademarks or registered trademarks of TrustedID, Inc. in the United States and/or in other countries. Your use of the TrustedID Marks is governed by the TrustedID's trademark usage requirements. Other products and company names mentioned on the website may be the trademarks of their respective owners.

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IDENTITY THEFT INSURANCE. Certain Products include an identity theft insurance benefit for active users. The insurance limits are different depending on the Product. These identity theft insurance benefits are provided under master group policies issued to Equifax and its affiliates for the benefit of their active users. The complete insurance policies are available from Us on

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request. The insurance provider administers all claims, and We shall have no responsibility with respect to such identity theft benefit. Please click [here](#) to view the policy summary of benefits for policies providing an aggregate limit of insurance of up to \$25,000 and [here](#) to view a summary of benefits of the policies providing an aggregate limit of insurance of up to \$1,000,000.

CREDIT MONITORING PRODUCTS AND PRODUCT FEATURES. When offered or included as part of Our Products, "Credit Monitoring" monitors Your consumer credit files maintained by one or more of the three nationwide consumer reporting agencies, depending on the type of Product You have purchased (e.g. single bureau monitoring, tri-bureau monitoring, etc.). In each case the credit file or files that are monitored on Your behalf are separately owned and/or maintained by one or more of the three nationwide consumer reporting agencies: EIS, TransUnion LLC, and Experian. In the case of all Products which feature Credit Monitoring, the Credit Monitoring You request and authorize monitors the credit file (or files in the case of tri-bureau Products) most closely identified with You based on identifying factors such as first, last, and middle name, date of birth, Social Security Number, and current and former addresses. Credit Monitoring will not advise You if an item of identifying information is contained in the credit file of another person and in no event will Credit Monitoring ever monitor, compare or cross-reference Your credit file(s) with the credit file(s) of another person, nor will it ever provide You with any information contained in another person's credit file(s).

If Your Product includes tri-bureau credit monitoring and You cannot be enrolled in monitoring from one or more the consumer reporting agencies, You will continue to receive credit monitoring from the consumer reporting agencies in which You can be enrolled, or, in Our sole discretion, Your Product will be cancelled.

Your credit monitoring alerts from EIS will usually begin on the day you enroll in an applicable Product. If Your Product also includes credit monitoring from Transunion LLC and Experian, the credit monitoring of credit files at those consumer reporting agencies may take several days to begin.

CREDIT REPORT CONTROL. Certain Products contain Equifax Credit Report Control (also known as Equifax Credit File Lock). Locking Your Equifax credit report with Equifax Credit Report Control will prevent access to Your Equifax credit report by certain third parties, such as credit grantors or other companies and agencies. Credit Report Control will not prevent access to Your credit report at any other consumer reporting agency, and will not prevent access to Your Equifax credit report by companies like TrustedID, Inc. which provide You with access to your credit report or credit score or monitor your credit file; Federal, state and local government agencies; companies reviewing your application for employment; companies that have a current account or relationship with You, and collection agencies acting on behalf of those whom You owe; for fraud detection and prevention purposes; and companies that wish to make pre-approved offers of credit or insurance to You. To opt out of such pre-approved offers, visit www.optoutprescreen.com. Locking and unlocking Your Equifax credit report may take up to 48 hours. Locking and unlocking your Equifax credit report may also not be available during certain hours every night. When Your subscription is no longer active, Your Equifax credit report will be automatically unlocked.

IDENTITY THEFT PRODUCTS AND PRODUCT FEATURES. Certain Products contain features that may be of assistance to You in helping to prevent, detect and/or respond to incidents involving certain forms of theft or misuse of Your personal information ("Identity Products"). We offer several Identity Products and not all versions of Our Identity Products include the same features. Prior to purchasing any Identity Product, You should carefully review the Product Detail Page within the website that is associated with each Identity Product for a complete list of included features and an explanation of the possible benefits and limitations. In addition, You should also consider the availability of information, tools, and resources that may be available to You without charge or for a nominal fee in the event that You suspect that Your identity has been stolen or compromised, or may be subject to, possible theft or misuse. You can learn more regarding the availability of such resources, by visiting the website maintained by the Federal Trade Commission at <http://www.ftc.gov>. Our Identity Products are information Products that consist of one more Product benefits that deliver information to Members to attempt to help them minimize the risk of identity theft and to potentially prepare them to respond in the event that a real and/or suspected act of "Identity Theft" should occur. For purposes of this Agreement, "identity theft" is when your name, address, social security number, debit card, credit card or certain other personally identifiable information ("PII") is used without your knowledge or approval to commit crimes or other fraud in the United States of America. The brief summary provided in this Section is not intended to provide a comprehensive summary of Our Identity Products, nor are the descriptions of Our Identity Products contained in this Agreement intended to provide a complete list of all of the terms, conditions, exclusions and limitations that may apply with respect to any particular Identity Product. Please review the Product descriptions and associated Product literature contained in the website for a more complete description of Our Identity Products prior to ordering any Identity Product. BY PLACING YOUR ORDER FOR ANY IDENTITY PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT NO PRODUCT IS CAPABLE OF PREVENTING OR DETECTING ALL FORMS OF IDENTITY THEFT. YOU ALSO AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR PERSONAL AND FINANCIAL INFORMATION AND AVOID DISCLOSURES OF ANY SUCH INFORMATION TO ANY INDIVIDUAL OR ENTITY, KNOWN OR UNKNOWN, THAT COULD BE REASONABLY EXPECTED TO IMPROPERLY USE SUCH INFORMATION. TRUSTEDID, INC. AND ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AND/OR

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AFFILIATED COMPANIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE IDENTITY PRODUCTS AND WE DO NOT WARRANT THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. NONE OF THE IDENTITY PRODUCTS PROVIDED BY US UNDER THIS AGREEMENT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT AND OUR LIABILITY TO YOU WITH RESPECT TO ANY LOSSES YOU MAY SUFFER OR INCUR AS A RESULT OF ACTUAL OR SUSPECTED IDENTITY THEFT ARE LIMITED TO THE PRODUCT FEATURES EXPLICITLY SET FORTH IN THIS AGREEMENT AND THE IDENTITY PRODUCT DESCRIPTION CONTAINED IN THE WEBSITE. In addition, We reserve the right to request that You provide corroborating evidence with respect to any incident of Identity Theft of which We are notified, including signed affidavits, law enforcement or governmental agency reports, or other corroborating evidence. In the event that You fail to provide any requested corroborating evidence, We reserve the right not to provide You with any Product features or benefits normally available as part of Your Product. If You cancel Your Identity Product membership, We are no longer obligated to provide any of the Product benefits associated with Your membership, regardless of whether or not a particular act of real and/or suspected Identity Theft occurred while Your identity Product membership was active.

NO GUARANTEE OF PRODUCT AVAILABILITY. Because of the nature of Internet and online communications, this website or the Products may not perform as intended despite Our efforts, those of Your Internet service provider, and You. We do not guarantee uninterrupted or error free operation of Your Product or this website. From time-to-time, technical issues may also result in the unavailability of or disruption of certain Products or Product features. In addition, Your use of a Product that is excessive or in a manner not contemplated by this Agreement may also result in a Product not performing as intended despite Our efforts. We will use reasonable efforts to maintain operation of the website and availability of the Products at all times. If there is a system error or other problem concerning Your Product, You agree to promptly notify Us of the same, We will try to correct the error, but You will not be entitled to any money for any system error of any type except for monies You paid for Products that We do not provide. Certain Product features within the Products may be provided by third parties or may be dependent on data provided by third parties. We may be unable to provide such Product features because the third party will no longer provide the Product features or data to us or will no longer provide the Product feature or data on terms that TrustedID, Inc. believes, in its sole discretion, to be commercially reasonable. TrustedID, Inc. will not be liable for failure to provide all or part of a Product or Product feature for these reasons.

PRODUCT AVAILABILITY. Certain Products and/or Product features may not be offered, applicable or available to You based on residency, age or other eligibility criteria or factors. In the event that a Product is not available at the time of enrollment, You will be notified during the course of the registration process and your registration will not be accepted. In such cases, You may be advised of one or more alternative Products, to the extent that other Products are available. In the event that You are advised of the availability of alternative Products, You should carefully evaluate any such Product to determine its suitability. In addition to the foregoing, We reserve the right to reject Your Registration for any reason. We may also reject any Product order for any reason. By registering on this Site, You agree that We will not be liable to You for loss or damage that may result from Our rejection of any order that You may attempt to place.

ADDITIONAL CONSUMER REPORT RELATED DISCLOSURES. You have a right to obtain a free copy of your consumer disclosure once every 12 months from each of the nationwide consumer reporting agencies. To request your free annual consumer disclosure, you may go to www.annualcreditreport.com, or call 1-877-322-8228, or complete the Annual Credit Report Request Form and mail it to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. You can obtain additional copies of your consumer disclosure from a consumer reporting agency, for which you may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit file within the preceding 60 days. The consumer reporting agency must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your consumer disclosure if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud. For more information You may also contact the Federal Trade Commission ("FTC") by calling the FTC toll free - 1-877-FTC-HELP or visit their website: www.ftc.gov. In addition, the states of MA, VT, CO, NJ, MD and ME permit consumers to obtain one credit report per consumer reporting agency per year, free of charge and the state of GA permits consumers to obtain two credit reports per consumer reporting agency per year, free of charge. None of Our Products are intended to substitute for any free credit report or disclosure that any credit reporting agency or bureau is required by law to provide to You.

NO WARRANTY. MUCH OF THE DATA CONTAINED IN THE PRODUCTS IS PROVIDED TO US BY OTHERS AND THEREFORE WE DO NOT CONTROL THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE PRODUCTS. IF WE SELL YOU A PRODUCT PROVIDED BY A SUPPLIER, THAT SUPPLIER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THAT PRODUCT. NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AFFILIATED COMPANIES, OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSON(S)") WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, OR ANY OTHER ASPECT OF ANY PRODUCT OR INFORMATION CONTAINED IN ANY PRODUCT IN

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ANY WAY. THE PRODUCTS ARE PROVIDED "AS IS", AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE.

TO THE EXTENT APPLICABLE LAW DISALLOWS ANY DISCLAIMERS OR LIMITATIONS IN THIS AGREEMENT, SUCH DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. NEITHER WE NOR ANY OF OUR AFFILIATED PERSONS WILL BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACTS OR OMISSIONS OF ANY SUCH PERSON IN PREPARING, REPORTING OR DELIVERING THE PRODUCTS, PROVIDING AUTHENTICATION SERVICES, OR IN DOING ANYTHING RELATED THERETO. NEITHER WE NOR THE AFFILIATED PERSONS WILL BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EMOTIONAL DISTRESS DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR DATA) IN CONNECTION WITH YOUR USE OF THIS WEBSITE, ANY USE OR RELIANCE UPON INFORMATION FOUND AT THIS WEBSITE OR PROVIDED BY US OR ANY PRODUCT PROVIDED AT THIS WEBSITE OR THROUGH ANY OTHER MEDIUM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS SECTION DOES NOT APPLY TO NEW JERSEY RESIDENTS.

NOTICE OF CLAIMS. If, notwithstanding the foregoing Section, TrustedID, Inc. or any Affiliated Person is held to be liable to You, the amount of such liability shall not exceed the amounts paid by You under this Agreement, in the twelve (12) months preceding the claim, for the specific Products giving rise to the claim. If You desire to make a claim against TrustedID, Inc. or any Affiliated Person(s) concerning this Agreement, the website, or the Product, You must first notify TrustedID, Inc. in writing of Your potential claim, the grounds for Your claim, and the relief You seek. You must allow TrustedID, Inc. no less than thirty (30) days to attempt to resolve the issue prior to formally asserting a claim. If You do not, neither TrustedID, Inc. nor any Affiliated Person(s) will be liable to You for the claim.

INDEMNIFICATION. You will indemnify and hold Us and the Affiliated Persons harmless from and against actual loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this Agreement, Your use of this website or any Product or any information contained in this website or provided by Us, or Your infringement of any intellectual property or other right of any person or entity.

OTHER RIGHTS. You understand and agree that the Fair Credit Reporting Act allows You to place fraud alerts on consumer reports and to obtain copies of annual credit reports for Yourself without charge. Accordingly, You also understand and agree that Your decision to pay for and receive Products under this Agreement has been made by you as a convenience, and is not legally required.

THIRD PARTY WEBSITES AND SERVICES. This Product may provide, or third parties may provide, links or other access to other websites, services and resources on the Internet and otherwise, including reporting agencies ("Third Party Services"). TrustedID has no control over such Third Party Services and TrustedID is not responsible for and does not endorse such Third Party Services. You further acknowledge and agree that TrustedID shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, content, goods or services available on or through any such Third Party Services.

APPLICABLE LAW. This Agreement and its enforcement shall be governed by the laws of the state in which You most recently told TrustedID, Inc. You live according to TrustedID, Inc.'s records, without regard to conflict of law principles. Federal law, including the Federal Arbitration Act ("FAA"), however, shall govern the arbitrability of all Claims between You and Us pursuant to the "ARBITRATION" section below, including any and all claims or disputes concerning the validity, construction, and performance of the arbitration provision in the "ARBITRATION" section below (except that to the extent state law applies to that issue, the law of the state in which You most recently told TrustedID, Inc. You live (according to TrustedID, Inc.'s records) will apply without regard to conflict of law principles).

ARBITRATION. PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS BY REQUIRING ARBITRATION OF DISPUTES (EXCEPT AS SET FORTH BELOW) AND A WAIVER OF THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. ARBITRATION PROVIDES A QUICK AND COST EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO LIMITS YOUR RIGHTS TO DISCOVERY AND APPEAL.

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Except as otherwise expressly provided in this Agreement, all claims, disputes, or controversies raised by either You or TrustedID, Inc. arising from or relating to the subject matter of this Agreement or the Products ("Claim" or "Claims") shall be finally settled by arbitration in the county (or parish) where you live or where You and TrustedID, Inc. otherwise agree using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators.

This arbitration will be conducted as an individual arbitration. Neither You nor We consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. This class action waiver provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Your Claims to arbitration, You will be forfeiting Your right to bring or participate in any class action (whether as a named plaintiff or a class member) or to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed.

If the parties cannot agree upon the identity of the arbitrator within fifteen (15) days following the date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute injunctive or other forms of equitable relief at any time in any court of competent jurisdiction.

This agreement to arbitrate involves interstate commerce and is made pursuant to the Federal Arbitration Act, 9 U.S.C. sections 1-16 (the "FAA"). Any claim or dispute as to the enforceability of this arbitration provision's restrictions on your right to participate in or pursue a class action or class wide arbitration shall be decided by a court and not an arbitrator.

Notwithstanding anything in this Section, either You or TrustedID, Inc. may bring an individual action in small claims court as long as (i) the claim is not aggregated with the claim of any other person, and (ii) the small claims court is located in the same county (or parish) and state as Your address that You most recently provided to TrustedID, Inc. according to TrustedID, Inc.'s records in connection with this Agreement.

ENTIRE AGREEMENT BETWEEN US. This Agreement constitutes the entire agreement between You and Us regarding the Products and information contained on or acquired through this website or provided by Us, including through other linked third party Internet sites. In the event that this Agreement shall be translated into any language other than English, then the English language version of the Agreement shall control. This website may contain hyperlinks or other references to third party Internet sites that TrustedID, Inc. does not own or operate. You may be subject to additional terms and conditions that apply when You use third party Internet sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any third party Internet site and products and TrustedID, Inc. has no responsibility therefore. This Agreement takes effect on Your first use of this website, and it applies to all persons accessing the website from Your computer, and to all persons using Your User ID or password. The headings used in this Agreement are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms and conditions of use. You agree that this Agreement is not intended to and does not confer any rights on any persons other than Us and You and the third party beneficiaries referenced in this Section. If any provision of this Agreement is held invalid, unenforceable or void by applicable laws, the remaining portions shall continue in full force and effect. If, however, the class action waiver provisions in the "Arbitration" section are found to be illegal or unenforceable, then the entire arbitration provision in the "Arbitration" section will be unenforceable, and any Claims (as defined in the "Arbitration" section) will instead be decided by a court. You may not assign this Agreement or the Product to someone else. Unless otherwise explicitly stated, the provisions contained in the following sections "Use of the Products", "Arbitration", "Trademark Rights", "Copyright Notice", "No Warranty", "Limitation of Liability", "Notice of Claims", "Indemnification", "Applicable Law" and this Section, "Entire Agreement Between Us", will survive



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APPENDIX B

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PRIVACY AND TERMS ▼

Terms of Use

What are the Terms of Use for Equifax? | Product Agreement and Terms of Use | Site Terms of Use

What are the Terms of Use for Equifax?

Below you will find our Product Terms of Use and the Site Terms of Use when using the Equifax website. You can also review our [Privacy Policy](#) (https://help.equifax.com/app/answers/detail/a_id/29), which provides information regarding our handling of any personal information that you may provide to us.

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Product Agreement and Terms of Use

Last Revised: May 2, 2017

THIS PRODUCT AGREEMENT AND TERMS OF USE ("AGREEMENT") CONTAINS THE TERMS AND CONDITIONS UPON WHICH YOU MAY PURCHASE AND USE OUR PRODUCTS THROUGH THE WWW.EQUIFAX.COM, WWW.IDENTITYPROTECTION.COM AND WWW.IDPROTECTION.COM WEBSITES AND ALL OTHER WEBSITES OWNED AND OPERATED BY EQUIFAX AND ITS AFFILIATES ("SITE"). YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT CONTAINED IN SECTION 4 BELOW, BEFORE YOU WILL BE PERMITTED TO REGISTER FOR AND PURCHASE ANY PRODUCT FROM THIS SITE. BY REGISTERING ON THIS SITE AND SUBMITTING YOUR ORDER, YOU ARE ACKNOWLEDGING ELECTRONIC RECEIPT OF, AND YOUR AGREEMENT TO BE BOUND BY, THIS AGREEMENT. YOU ALSO AGREE TO BE BOUND BY THIS AGREEMENT BY USING OR PAYING FOR OUR PRODUCTS OR TAKING OTHER ACTIONS THAT INDICATE ACCEPTANCE OF THIS AGREEMENT.

MANY GOVERNMENT RECORDS ARE AVAILABLE FOR FREE OR AT A NOMINAL COST FROM CERTAIN GOVERNMENT AGENCIES. IN ADDITION, CONSUMER REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CONSUMER DISCLOSURE (SOMETIMES REFERRED TO AS A CREDIT REPORT) UPON REQUEST AT NO CHARGE OR FOR A NOMINAL FEE. NONE OF THE PRODUCTS OFFERED THROUGH THIS SITE ARE INTENDED AS A SUBSTITUTE FOR THE CONSUMER DISCLOSURE THAT MAY BE AVAILABLE TO YOU WITHOUT CHARGE. PRIOR TO PURCHASING ANY PRODUCT, YOU SHOULD REVIEW THE PORTIONS OF THIS AGREEMENT ABOUT THE FAIR CREDIT REPORTING ACT ("FCRA") OR VISIT WWW.ANNUALCREDITREPORT.COM FOR FURTHER DETAILS REGARDING YOUR RIGHT TO OBTAIN A COPY OF YOUR CONSUMER DISCLOSURE.

1. **PROVIDERS OF PRODUCTS.** The products and product features ("Product" or "Products") available via this Site are provided by Equifax Consumer Services LLC ("Equifax") or, in the case of the Automatic Fraud Alert feature ("AFA"), fulfilled by Equifax on behalf of Equifax Information Services LLC ("EIS"). We may also partner with other companies ("Suppliers") to provide Products to you or sell you a Product provided by a Supplier. Equifax and its Suppliers are referred to in this Agreement as "We," "Us," and "Our." You, the person visiting and utilizing this Site, are referred to as "You", "Your" or the "Member".
2. **PERSONAL INFORMATION; AUTHORIZATION.** As needed to provide Products to You, You authorize and instruct Us to obtain, monitor, and compile Your: (i) credit information from one or more consumer reporting agencies; (ii) "non-public personal information", "personal information", and/or "highly restricted personal information" about or concerning You as defined by the Gramm-Leach-Bliley Act (15 U.S.C. sec 6801 et seq); and (iii) other personal information. By placing Your order You acknowledge and agree that Your access to the Products and any consumer credit information contained therein is subject to Your prior written authorization and Our verification of Your identity. As such, You understand and agree that by submitting Your order, You are providing "written instructions" in accordance with the FCRA for Us to obtain credit information about You from one or more of the three nationwide consumer reporting agencies and You hereby authorize Us to access Your personal credit information in order to provide the Products.
3. **REGISTRATION; USE OF PRODUCTS.** In order to purchase Products, You must complete the registration process and become a Member. You will also be required to provide a valid payment source, such as credit card information, unless You are activating a promotional code. We may use information from third-party sources, including your mobile carrier, to verify your identity. You may register to purchase Products from this Site only on behalf of Yourself and by doing so, You acknowledge and agree that it is illegal to order credit information about anyone else. By registering, You further certify that You are eighteen (18) years or older and that all of the information provided incident to Your registration is true, accurate, complete and up to date. You further agree to abide by all of the terms and conditions concerning Your use of the Products, including any specific terms and conditions relating to particular Products that You purchase. We provide Products and related information solely to assist You in understanding Your financial and credit status for Your personal benefit and You agree that You will not use the Products for any other purpose, especially a commercial purpose. You must also establish a user identification ("User ID"), password and personal identification number ("PIN") and You agree to keep them strictly confidential and not to share them with others.
4. **AGREEMENT TO RESOLVE ALL DISPUTES BY BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS BY REQUIRING ARBITRATION OF DISPUTES (EXCEPT AS SET FORTH BELOW) AND A WAIVER OF THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. ARBITRATION PROVIDES A QUICK AND COST EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO LIMITS YOUR RIGHTS TO DISCOVERY AND APPEAL.**

Binding Arbitration. Any Claim (as defined below) raised by either You or Equifax against the other shall be subject to mandatory, binding arbitration. As used in this arbitration provision, the term "Claim" or "Claims" means any claim, dispute, or controversy between You and Us relating in any way to Your relationship with Equifax, including but not limited to any Claim arising from or relating to this Agreement, the Products or this Site, or any information You receive from Us, whether based on contract, statute, common law, regulation, ordinance, tort, or any other legal or equitable theory, regardless of what remedy is sought. This arbitration obligation extends to claims You may assert against Equifax's parents, subsidiaries, affiliates, successors, assigns, employees, and agents. The term "Claim" shall have the broadest possible construction, except that it does not include any claim, dispute or controversy in which You contend that EIS violated the FCRA. Any claim, dispute, or controversy in which You contend that EIS violated the FCRA is not subject to this provision and shall not be resolved by arbitration.

No Class or Representative Arbitrations. The arbitration will be conducted as an individual arbitration. Neither You nor We consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Your Claims to arbitration, You will be forfeiting Your right to bring or participate in any class action (whether as a named plaintiff or a class member) or to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed.

Right to Opt-Out of this Arbitration Provision. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF. Opting out of the arbitration provision will have no adverse effect on your relationship with Equifax or the delivery of Products to You by Equifax. In order to exclude Yourself from the arbitration provision, You must notify Equifax in writing within 30 days of the date that You first accept this Agreement on the Site (for Products purchased from Equifax on the Site). If You purchased Your Product other than on the Site, and thus this Agreement was mailed, emailed or otherwise delivered to You, then You must notify Equifax in writing within 30 days of the date that You receive this Agreement. To be effective, timely written notice of opt out must be delivered to Equifax Consumer Services LLC, Attn.: Arbitration Opt-Out, P.O. Box 105496, Atlanta, GA 30348, and must include Your name, address, and Equifax User ID, as well as a clear statement that You do not wish to resolve disputes with Equifax through arbitration. If You have previously notified Equifax that You wish to opt-out of arbitration, You are not required to do so again. Any opt-out request postmarked after the opt-out deadline or that fails to satisfy the other requirements above will not be valid, and You must pursue your Claim in arbitration or small claims court.

Initiation of Arbitration. Arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the

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arbitration is filed unless any portion of those rules is inconsistent with any specific terms of this arbitration provision or this Agreement, in which case the terms of this arbitration provision and this Agreement will govern. The AAA's rules may be obtained at www.adr.org, or by calling the AAA at 1-88-778-7879. To commence an arbitration, you must file a copy of your written arbitration demand with the AAA (either online at www.adr.org or by mail addressed to AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043). The arbitration shall be before a single arbitrator. The arbitrator will have the power to award a party any relief or remedy that the party could have received in court in accordance with the law or laws that apply to the dispute, subject to any limitations of liability or damages that exist under this Agreement. This agreement to arbitrate involves interstate commerce and is made pursuant to the Federal Arbitration Act, 9 U.S.C. sections 1-16 (the "FAA"). Any claim or dispute as to the enforceability of this arbitration provision's restrictions on your right to participate in or pursue a class action or class wide arbitration shall be decided by a court and not an arbitrator.

Payment of Arbitration Fees and Costs. In the event You file a Claim in arbitration in accordance with these provisions, We will advance all arbitration filing fees if You ask that We do so, in writing, prior to the commencement of the arbitration. The payment of any such fees will be made directly by Us to the AAA. Such requests should be mailed to Equifax Consumer Services LLC, Attn: Request for Payment of Arbitration Filing Fees, P.O. Box 105496, Atlanta, GA 30348. We will also pay all arbitrator fees. If Equifax prevails in the arbitration, then the arbitrator shall have the authority to require that You reimburse Equifax for the filing fees advanced, but only to the extent such fees would be recoverable by Us in a judicial action. You are responsible for all other fees and costs You incur in the arbitration, including attorney's fees and expert witness fees, except that the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party; (i) based on applicable law; (ii) under the rules of the arbitration administrator; or (iii) if the arbitrator rules in Your favor and the arbitrator expressly determines that there is a good reason for requiring Us to pay those fees and costs.

Continuation. This arbitration provision shall survive: (i) termination or changes in this Agreement or the relationship between You and Us, including but not limited to the purchase of a new or additional Product by You; and (ii) termination or changes in Our providing any Product(s) to You.

Small claims court. Notwithstanding anything in this Section, either You or Equifax may bring an individual action in small claims court as long as (i) the claim is not aggregated with the claim of any other person, and (ii) the small claims court is located in the same county and state as Your address that You most recently provided to Equifax according to Equifax's records in connection with this Agreement.

5. **NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT.** Equifax is not a credit repair organization, or similarly regulated organization under other applicable law and does not provide any form of credit repair advice or counseling. Equifax offers You access to Your consumer report and other credit-related information Products, but We do not offer, provide, or furnish any Products, or any advice, counseling, or assistance, for the express or implied purpose of improving Your credit record, credit history, or credit rating. By this We mean that We do not claim We can "clean up" or "improve" Your credit record, credit history, or credit rating and You acknowledge and agree that You will not purchase, use, or access any of Our Products or the Site for such purposes. These items (credit record, history, and rating) are based on Your past or historical credit behavior, and accurate and timely adverse credit information cannot be changed. If You believe that Your consumer file contains inaccurate, non-fraudulent information, it is Your responsibility to contact the relevant consumer reporting agency, and follow the procedures established by the various consumer reporting agencies related to the removal of such information.
6. **YOUR RIGHT TO OBTAIN A CONSUMER DISCLOSURE FREE OF CHARGE.** None of Our Products are intended to substitute, or constitute an offer for a consumer disclosure (sometimes referred to as a "credit report") that may be available to You without cost or obligation under federal or state law. Prior to purchasing any Product via this Site, You should carefully review Your right to obtain a free copy of Your consumer disclosure once every twelve (12) months from each of the three nationwide consumer reporting agencies by visiting www.annualcreditreport.com. A more complete description of your rights to obtain or gain access to your consumer disclosure without charge is contained in the "Additional Consumer Report-Related Disclosures" in Section 33 of this Agreement.
7. **CREDIT SCORES.** Unless otherwise indicated, all credit scores furnished with Our Products are Equifax Credit Scores. By this, We mean that (unless otherwise indicated) all credit scores are prepared by Equifax and make use of the Equifax Risk Score, which is a proprietary credit score model developed by Equifax. Third parties use many different types of credit scores and will not use the Equifax Credit Score to assess your creditworthiness. When prepared and delivered to You as part of any Product, the Equifax Credit Score is provided for educational purposes solely to help You understand how lenders may evaluate Your overall credit risk. Therefore, nothing in any of Our Products is an endorsement or a determination of a person's qualification for a loan, or any other extension of credit. Each lender has specific underwriting standards, so You should not assume that You will receive the same evaluation, credit terms or conditions. Equifax does not represent that the Equifax Credit Score is identical or similar to any other credit score or score model. Moreover, any estimated score changes predicted by Our Products are only estimates and are provided for educational purposes solely to enable You to determine how future financial decisions (e.g., obtaining a new car loan or mortgage) might impact your credit score. In all instances, the information We use to calculate Your Equifax Credit Score is derived from credit information maintained by EIS or one of the other nationwide credit reporting agencies. This consumer credit information reflects the latest information provided to the pertinent consumer reporting agency. Recent activity may not yet be reflected in Your consumer disclosure. If not, this activity will not be reflected in Your Equifax Credit Score. In addition, Your Equifax Credit Score may change every time new information is added to or removed from a consumer report as well as with the passage of time. You may obtain a credit score from EIS for a fee without purchasing any Product.
8. **MEMBERSHIP; PAYMENT AUTHORIZATION.** With the exception of Our Report Products, all of Our Products require that You establish a continuing membership. This form of membership is sometimes referred to as a "continuity plan." While the initial term of membership associated with Our Products varies, most memberships are effective for: (a) under the monthly plan, a period of one (1) month following Your initial enrollment date, or (b) under the annual plan, a period of twelve (12) months following Your initial enrollment date. In each case, Your initial membership term will be clearly defined in the offer details and Your purchase confirmation. Once established, all memberships (regardless of duration) automatically renew indefinitely without further action by You, and the applicable membership fee is automatically charged to You at the time of renewal in accordance with the payment terms to which You agreed. We reserve the right to increase or decrease the membership fee associated with Your Product from time to time with or without notice and You agree that unless You cancel Your membership prior to the effective date of any such fee increase, You will be charged the new membership fee.
9. **FEES AND CHARGES; PAYMENT SOURCE.** By placing Your Product order, You authorize Us to charge Your credit card or other account that You have designated for such purpose ("Payment Source"). In the case of Products other than Report Products, You further authorize Us to keep your membership current by automatically charging Your designated Payment Source for the then current fees associated with the monthly, annual or other periodic renewal term established at the time of Your initial enrollment. Except in the case of Report Products, Your membership will continue or renew automatically and You will be charged the then current membership fee associated with Your Product until You cancel. You agree to pay for the Products, in U.S. dollars, using the Payment Source provided at the time of registration. In addition, you authorize Us to attempt to automatically update Your Payment Source if the information We have on file is no longer valid, and if We are successful in obtaining updated credit or debit card information, We will update Your records accordingly and charge any updated Payment Source using the updated information. In the event that We are unable to charge and/or update Your Payment Source, We may suspend access to Your Product and if You fail to provide Us with a valid Payment Source, Your Product will be subject to termination with or without notice. We are not responsible for any overdraft/over-the-limit charges or bank fees triggered by Your order being processed.
10. **FREE TRIALS; CONVERSION TO PAID MEMBERSHIP.** Whenever offered, all free trials of Our Products require that You enroll as a Member. This enrollment obligates You to continue Your membership beyond the expiration of the free trial period unless You take the steps necessary to cancel Your membership. You should carefully consider these obligations before attempting to enroll in any free trial. As part of any trial enrollment, You will be required to provide Us with a valid Payment Source, such as credit card information. Prior to fulfilling Your order under any free trial, a prior authorization may be requested from the Payment Source to ensure it is valid, but We will not bill Your account until the free trial period has expired and provided that You have not yet cancelled Your trial membership. In the event that You wish to continue Your membership beyond the trial period, do nothing and Your membership will automatically continue without interruption and the applicable fee will be billed to the Payment Source provided at the time of enrollment. You may cancel your trial membership at any time during the free trial period without charge or further obligation by calling our Customer Care Center at 1-866-807-7461. We reserve the right to impose quantity limits to Free Trials of Our Products and We may refuse to register You to obtain any of Our Products for any reason, including any of Our Products that may be offered by means of a Free Trial.
11. **PRODUCT CANCELLATION AND REFUNDS.**

Subscription products: You may cancel any subscription-based Product at any time. To cancel Your subscription, please contact our Customer Care Team from 8:00 a.m. to 3:00 a.m. Eastern Time seven days a week at 1-866-807-7461.

- o **Monthly subscription products:** To avoid charges for Your next month's subscription, You must cancel Your subscription before Your monthly billing date. Your monthly billing date is the earlier of (i) the date of the month you originally started your subscription on or (ii) the last day of the month. For instance, if You signed up for Your product on January 31st, Your monthly billing date would be the 31st of any month with 31 days, or the day the relevant month ends, which -may be the 28th, 29th or 30th depending on the month in which You decide to cancel. Thus, if You signed up on January 31, to avoid being charged again, You would need to cancel Your subscription before February 28th. In the event You cancel Your monthly subscription, You will not receive a refund, but You will receive Your Product for the remainder of the billing month You cancel in, and no further charges will be incurred. For instance, if Your billing date was January 1, and You cancel Your subscription on January 15, You will not receive a refund for the remainder of Your billing month, but You will receive Your Product until February 1.
- o **Annual subscription products:** In the event that You cancel Your annual subscription, You will receive a refund based on the original purchase price and the number of fully unused months (based on Your billing date as described above) in Your annual subscription. For instance, if Your purchase date was January 1,

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and You cancel Your annual subscription on February 1, You would receive a refund for the months of March through December. You would also continue to receive your Product until March 1.

For both monthly and annual subscriptions, there are no partial month refunds.

Report products: All sales of Report Products are final, and You will not be entitled to a refund for any Report Product once it is delivered to You.

12. **CHANGES TO PRODUCTS, PRICING, AND TERMS; TERMINATION.** We may change the prices for Our Products at any time, with notice, and You will be charged the new price for all future purchases or renewals of Products. We may not offer every Product on every Site and we may also modify or discontinue any of Our Products or this Site (or any portion of Our Products or the Site) or cancel, suspend or terminate this Agreement for any reason with or without notice. If we do cancel this Agreement or any entire Product You have purchased, We will give You a pro-rated refund for any Products purchased but not yet provided. If We only modify a Product or discontinue a Product feature or features, Your only recourse is to cancel Your Product in accordance with Section 11 of this Agreement. We may amend this agreement from time-to-time. When We amend this agreement, We will post the amended Agreement on the Site. We will also send you an email alerting you that the Agreement has been amended. Your continued use of the Site or Products or payment for the Products constitutes Your acceptance of the amended Agreement if you do not accept the new Agreement, you must cancel your Product within 30 days of when we emailed you the notice. You also agree to an amended Agreement if you take other actions that demonstrate You have accepted the amended Agreement.
13. **PRODUCT AVAILABILITY.** Certain Products and/or Product features may not be offered, applicable or available to You based on residency, age or other eligibility criteria or factors. In the event that a Product is not available at the time of enrollment, You will be notified during the course of the registration process and your registration will not be accepted. In such cases, You may be advised of one or more alternative Products, to the extent that other Products are available. In the event that You are advised of the availability of alternative Products, You should carefully evaluate any such Product to determine its suitability. In addition to the foregoing, We reserve the right to reject Your Registration for any reason. We may also reject any Product order for any reason. By registering on this Site, You agree that We will not be liable to You for loss or damage that may result from Our rejection of any order that You may attempt to place.
14. **PRODUCTS VARY.** Our Products do not include the same features and benefits. Prior to purchasing any Product, You should evaluate the features and benefits included in each Product by reviewing the Product descriptions and other Product literature contained in the Site. Should You have any questions regarding Our Products, You should contact Our Customer Care Center at 1-866-807-7461 prior to purchasing any Product. If You are already a Member, please visit the Site to obtain a complete description of Your Product, the features it contains, and instructions regarding how to use it. If You are already a Member and subsequently determine that another Product may be more suitable for Your needs, then Our Customer Care Team may be able to assist You in substituting Your current subscription Product for another Product. Note that such Substitutions may result in the imposition of a higher membership fee.
15. **ACTIVATION/PROMOTIONAL CODES.** If You are using an activation or promotional code ("Code") that You received as part of a third party data breach notification, gift certificate, or a promotional offer made available by Us, You will be required to provide Your Code during the course of Your enrollment process in order to complete Your order for the Product that corresponds to Your Code. All Codes contain a predetermined expiration date beyond which they will no longer be valid. Whenever a Code is provided, it is accompanied by a notification letter or other instructions and Product information. Please review this information carefully prior to attempting to activate Your Code. In the event that You have any questions or encounter difficulty completing Your registration or Product order, please contact Our Customer Care Team at 1-866-807-7461. Gift certificates purchased by You at the Site are Products and are subject to this Agreement, except for any terms that may be specifically excluded. Gift certificates are also subject to the following additional terms. Each gift certificate (i) expires on the expiration date stated therein, unless You or the recipient lives in New Jersey (or another state the prescribes a different date or no expiration date); (ii) must be redeemed through the Site for the purchase of the Product specified therein; and (iii) is not redeemable for cash and cannot be returned for a cash refund, unless You or the recipient lives in New Jersey (or another state that requires by law that gift certificates be redeemable for cash or returned for a cash refund). If the recipient's order exceeds the face amount of the gift certificate, the recipient must pay for the balance with a credit or debit card. The Product received upon redemption is subject to this Agreement, which the recipient must accept in order to redeem the gift certificate. We are not responsible for lost or stolen Codes.
16. **ELECTRONIC AND TELEPHONIC COMMUNICATIONS.** Unless otherwise noted, Our Products are internet-based and in order to access Our Products You must have: an internet browser that supports 128-bit encryption; an email account and appropriate email software; a personal computer, operating system and connection to the internet, or in the case of Our mobile Product features, a wireless device, software and connection to the internet capable of supporting the foregoing; and sufficient electronic storage capacity on Your computer's hard drive or other data storage unit or a printer that is capable of printing from Your browser and email software. As such, You understand and agree that this Agreement will be entered into electronically, and that the following information ("communications") will be provided by Us to You by electronic means: this Agreement and any amendments, modifications or supplements to it; any initial, periodic or other disclosures or notices provided in connection with the Products, including without limitation Our privacy policy, all regulatory disclosures, and all communications related to the Products. In furtherance of the foregoing, You expressly consent to receive all communications regarding Your membership electronically, either by e-mail or by notices posted on the Site and You agree that any requirement that a notice, disclosure, agreement, or other communication be sent to You by Us in writing is satisfied by such electronic communication. In order to ensure Your continuing access to Your Product, You agree to update Your email address on file whenever Your email address changes. You further agree that we may send You e-mails which include notices about Your membership as well as information pertaining to the Products, such as featured Products or new Product offerings, and surveys. You also expressly consent and agree to be contacted by Us or anyone acting on Our behalf for non-telemarketing purposes at any telephone number You provide to Us or we obtain for you, including wireless telephone numbers. You further agree that We may make this contact by using a predictive dialer or an automatic telephone dialing system, including sending text or mobile messages by such a system, and/or by using an artificial or prerecorded voice. You agree to notify Us promptly if a telephone number You provided to Us is no longer a number at which You may be reached (such as in the event of number reassignment or if you want to revoke your consent to be contacted by telephone). Please note that mobile messaging, text, and data rates may apply and You should consult with Your Carrier prior to enabling any mobile feature associated with Your Product. You may request a paper copy of any legally required notice, withdraw Your consent to receive communications electronically, or change Your email or postal address for receipt of communications, by calling Our Customer Care Team at 1-866-807-7461 or sending Your request by email to Customer.Care@equifax.com.
17. **NO GUARANTEE OF PRODUCT AVAILABILITY.** Because of the nature of Internet and online communications, this Site or the Products may not perform as intended despite Our efforts, those of Your Internet service provider, and You. We do not guarantee uninterrupted or error free operation of Your Product or this Site. From time-to-time, technical issues may also result in the unavailability of or disruption of certain Products or Product features. In addition, Your use of a Product that is excessive or in a manner not contemplated by this Agreement may also result in a Product not performing as intended despite Our efforts. We will use reasonable efforts to maintain operation of the Site and availability of the Products at all times. If there is a system error or other problem concerning Your Product, You agree to promptly notify Us of the same. We will try to correct the error, but You will not be entitled to any money for any system error of any type except for monies You paid for Products that We do not provide. Certain Product features within the Products may be provided by third parties or may be dependent on data provided by third parties. We may be unable to provide such Product features because the third party will no longer provide the Product features or data to us or will no longer provide the Product feature or data on terms that Equifax believes, in its sole discretion, to be commercially reasonable. Equifax will notify you if it is no longer able to offer a Product feature or certain data associated with a Product feature for these reasons. Equifax will not be liable for failure to provide all or part of a Product or Product feature for these reasons.
18. **SUBSCRIPTION-BASED PRODUCTS.** The Products offered through this Site consist of membership Products (sometimes referred to as "continuity plans") and one-time Report Products. Unless otherwise indicated, all Products are subscription-based. By "subscription-based" We mean that all such Products and associated Product features are offered pursuant to memberships that automatically renew indefinitely without further action by the Member, and the corresponding membership fee is charged to the Member each subsequent renewal term (monthly or annually, as the case may be). So long as the subscription-based membership remains active, each Member is entitled to all of the features, benefits, and privileges associated with membership until the membership is cancelled by the Member or otherwise terminates or expires. Upon cancellation, Member immediately loses access to all of their credit data, analyses or similar information housed within the Site and all other Product benefits. All of Our subscription-based Products renew automatically, but no Product is offered pursuant to terms which prevent the Member from cancelling the Product prior to the expiration of the then-current term. Accordingly, YOU MAY CANCEL YOUR SUBSCRIPTION-BASED MEMBERSHIP AT ANY TIME BY CALLING OUR TOLL-FREE NUMBER AT 1-866-807-7461 OR BY NOTIFYING US IN WRITING AT EQUIFAX PERSONAL SOLUTIONS, P.O. BOX 105496, ATLANTA, GEORGIA 30348, ATTENTION: PRODUCT CANCELLATION AND ANY SUCH CANCELLATION REQUEST WILL BECOME EFFECTIVELY PROMPTLY UPON OUR RECEIPT OF YOUR REQUEST.
19. **REPORT PRODUCTS.** If You purchase a one-time Report Product, the resulting report will be accessible online for a period of thirty (30) days from the date You order the report. If You would like to be able to refer to the report beyond the 30 day period that it is available online, You must print the report within the 30 day period. The report will not update during the 30 day period that it is available online. If You order a Report Product while You are an active Member of a subscription-based Product, You may view the resulting Report Product online (but not update) for 12 months from the date that You ordered the report, provided that You maintain Your membership during that time. If You cancel Your enrollment, Your report will no longer be available as of the date you cancel and You must print the report prior to cancellation if You would like to be able to refer to Your report beyond that time. If you select a purchase option such as Complete Report Pack that features a multi-report product that allows You to order multiple reports for a single price during a defined time period (usually 90 days), You must order all of the reports within the specified timeframe. If You fail to order all of the reports that are available under the multi-report product, You will forfeit your ability to obtain further reports.
20. **CREDIT MONITORING PRODUCTS AND PRODUCT FEATURES.** When offered or included as part of Our Products, "Credit Monitoring" monitors Your consumer credit files maintained by one or more of the three nationwide consumer reporting agencies, depending on the type of Product You have purchased (e.g. single bureau monitoring, tri-bureau monitoring, etc.). In each case the credit file or files that are monitored on Your behalf are separately owned and/or maintained by one or more of the three nationwide consumer reporting agencies: EIS, TransUnion LLC, and Experian. In the case of all Products which feature Credit Monitoring, the Credit Monitoring You request and authorize monitors the credit file (or files in the case of tri-bureau Products) most closely identified with You based on identifying factors such as first,

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last, and middle name, date of birth, Social Security Number, and current and former addresses. Credit Monitoring will not advise You if an item of identifying information is contained in the credit file of another person and in no event will Credit Monitoring ever monitor, compare or cross-reference Your credit file(s) with the credit file(s) of another person, nor will it ever provide You with any information contained in another person's credit file(s).

Your credit monitoring alerts from EIS will usually begin on the day you enroll in an applicable Product. If Your Product also includes credit monitoring from Transunion LLC and Experian, the credit monitoring of credit files at those consumer reporting agencies may take several days to begin.

If You order a Product that includes credit monitoring alerts from EIS and You cannot be successfully enrolled in credit monitoring from EIS, We will cancel Your Product. If You cannot be successfully enrolled to receive credit monitoring from Experian or Transunion LLC after purchasing an applicable Product, We will cancel Your Product and in our sole discretion offer You the ability to enroll in a single bureau Equifax monitoring Product.

21. **IDENTITY THEFT PRODUCTS AND PRODUCT FEATURES.** Certain Products contain features that may be of assistance to You in helping to prevent, detect and/or respond to incidents involving certain forms of theft or misuse of Your personal information ("Identity Products"). "Identity Products" do not include identity theft restoration assistance, which is described in Section 23 of this Agreement, and this Section of the Agreement does not apply to identity theft restoration assistance as described in Section 23 of this Agreement. We offer several Identity Products and not all versions of Our Identity Products include the same features. Prior to purchasing any Identity Product, You should carefully review the Product Detail Page within the Site that is associated with each Identity Product for a complete list of included features and an explanation of the possible benefits and limitations. In addition, You should also consider the availability of information, tools, and resources that may be available to You without charge or for a nominal fee in the event that You suspect that Your identity has been stolen or compromised, or may be subject to, possible theft or misuse. You can learn more regarding the availability of such resources, by visiting the website maintained by the Federal Trade Commission at <http://www.ftc.gov>. Our Identity Products are information Products that consist of one more Product benefits that deliver information to Members to help them minimize the risk of identity theft and to prepare them to respond in the event that a real and/or suspected act of "Identity Theft" should occur. For purposes of this Agreement, "identity theft" is when your name, address, social security number, debit card, credit card or certain other personally identifiable information ("PII") is stolen, lost, or otherwise used without your knowledge or approval to commit crimes or other fraud in the United States of America. The brief summary provided in this Section is not intended to provide a comprehensive summary of Our Identity Products, nor are the descriptions of Our Identity Products contained in this Agreement intended to provide a complete list of all of the terms, conditions, exclusions and limitations that may apply with respect to any particular Identity Product. Please review the comprehensive Product descriptions and associated Product literature contained in the Site for a more complete description of Our Identity Products prior to ordering any Identity Product. BY PLACING YOUR ORDER FOR ANY IDENTITY PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT NO PRODUCT IS CAPABLE OF PREVENTING OR DETECTING ALL FORMS OF IDENTITY THEFT. YOU ALSO AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR PERSONAL AND FINANCIAL INFORMATION AND AVOID DISCLOSURES OF ANY SUCH INFORMATION TO ANY INDIVIDUAL OR ENTITY, KNOWN OR UNKNOWN, THAT COULD BE REASONABLY EXPECTED TO IMPROPERLY USE SUCH INFORMATION. EQUIFAX AND ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AND/OR AFFILIATED COMPANIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE IDENTITY PRODUCTS AND WE DO NOT WARRANT THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. NONE OF THE IDENTITY PRODUCTS PROVIDED BY US UNDER THIS AGREEMENT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT AND OUR LIABILITY TO YOU WITH RESPECT TO ANY LOSSES YOU MAY SUFFER OR INCUR AS A RESULT OF ACTUAL OR SUSPECTED IDENTITY THEFT ARE LIMITED TO THE PRODUCT FEATURES EXPLICITLY SET FORTH IN THIS AGREEMENT AND THE IDENTITY PRODUCT DESCRIPTION CONTAINED IN THE SITE. In addition, We reserve the right to request that You provide corroborating evidence with respect to any incident of Identity Theft of which We are notified, including signed affidavits, law enforcement or governmental agency reports, or other corroborating evidence. In the event that You fail to provide any requested corroborating evidence, We reserve the right not to provide You with any Product features or benefits normally available as part of Your Product. If You cancel Your Identity Product membership, We are no longer obligated to provide any of the Product benefits associated with Your membership, regardless of whether or not a particular act of real and/or suspected Identity Theft occurred while Your identity Product membership was active.
22. **IDENTITY THEFT INSURANCE.** Certain Products include an identity theft insurance benefit for active Members. The insurance limits are different depending on the Product. These identity theft insurance benefits are provided under master group policies issued to Equifax for the benefit of its Members. The complete insurance policies are available from Us on request. The insurance provider administers all claims, and We shall have no responsibility with respect to such identity theft benefit. Please click here (https://www.econsumer.equifax.com/otc/ui/images/Summary_of_Benefits_25K.pdf) to view the policy summary of benefits for policies providing an aggregate limit of insurance of up to \$25,000 and here ([https://www.econsumer.equifax.com/otc/ui/images/Summary_of_Benefits_\\$1M.pdf](https://www.econsumer.equifax.com/otc/ui/images/Summary_of_Benefits_$1M.pdf)) to view a summary of benefits of the policies providing an aggregate limit of insurance of up to \$1,000,000.
23. **IDENTITY THEFT RESTORATION.** Certain Products offer identity theft restoration assistance ("IDR"). If Your Product has this feature, You must contact customer care for assistance. In most cases, if your Product has IDR as a Product feature, information about how to contact customer care can be found after you sign in to Your Member Center. If You are receiving IDR through an offering from Your employer, however, Your employer may provide you contact information for customer care and provide other important information and requirements. If you have been notified You are eligible for IDR because of a suspected data breach or security incident, Your notification letter will instruct You about how to obtain IDR and provide other important information and requirements. IDR is offered when You have a qualifying "identity theft" event. For purposes of this Section, identity theft is when your name, address, social security number, debit card, credit card or certain other personally identifiable information ("PII") is stolen, lost, or otherwise used without your knowledge or approval to commit crimes or other fraud in the United States of America. To be eligible for IDR, You must be a US citizen or permanent resident. You must also report an eligible identity theft event to Us within ninety (90) days after You first discover the identity theft event.

IDR attempts to restore Your identity by working with credit bureaus, card issuers, and others. This includes:

- o Explaining Your rights as a victim of identity theft;
- o Providing You with an identity theft restoration claims kit in the event you have been the victim of an identity theft event (which you must complete and return);
- o Assisting You with placing fraud alerts and security freezes with the three nationwide consumer reporting agencies (EIS, Experian, TransUnion);
- o Contacting those entities where the identity theft event occurred, submitting appropriate documentation, and negotiating on your behalf to help resolve the identity theft event;
- o Helping You through the process of filing an identity theft affidavit with the Federal Trade Commission.

Restoring Your identity may not be possible in all cases, and We do not guarantee the effectiveness of IDR. In many cases, We will have to work with third parties to attempt to restore Your identity. Some of those third parties, however, may not agree to work with Us. In those cases, We will provide You with instructions about how to attempt to restore Your identity. Other third parties may agree to work with Us but only if You also participate in those efforts, such as by participating in three-way telephone calls. In those instances, You agree to participate in such calls and otherwise assist Us.

For Us to provide IDR, You may be required to provide Us with a Limited Power of Attorney ("LPOA"). If a LPOA is required, it will be included in Your claims kit or otherwise delivered to You and must be returned to Us. This document allows Us to work on Your behalf with creditors, merchants, banks and other entities. You may also be required to provide Us with other documents for certain types of identity theft, such as tax identity theft. In addition, separate and apart from the LPOA, You authorize us to take all reasonable actions on Your behalf to help restore Your identity. This includes (i) providing Us with "written instructions" in accordance with Section 2 of this Agreement allowing Us to order and access credit reports from one or more consumer reporting agencies (i) authorizing Us to take any other reasonable actions for the purpose of providing You assistance and taking other steps that are necessary to work with third parties to help restore Your identity. You acknowledge and agree that You do not have to specifically authorize each action We take, and You further acknowledge that We can investigate the facts and circumstances related to Your identity theft case, including but not limited to contacting third parties by US mail, telephone, and email. We reserve the right to ask for evidence of or related to the identity theft event or related facts, including, for instance, affidavits, police reports, or other government reports. If You do not provide us with requested information or do not cooperate with Us, We will not provide You with IDR.

In addition, if You have a minor family member who is eligible for IDR as part of Your Product and he or she becomes a victim of identity theft, You may be required to provide additional documentation to verify You are the minor's guardian, provide proof of the minor's identity, and be required to submit a LPOA for the minor.

IDR will not be provided in certain situations, including the following:

- o Circumstances where You suffer a loss directly or indirectly resulting from Your negligence. For purposes of this exclusion, "negligence" means the failure to exercise reasonable care with respect to the disclosure of Your PII and/or financial account information. For example, You negligently, but willingly, provide Your PII and/or financial account information to a "fraudster" for a service or product, and the fraudster deducts funds from Your account. A "fraudster" is defined as a dishonest individual, group, or company that engages in activity to make money by deceiving individuals;
- o Circumstances where You suffer no direct or indirect financial losses or are not held responsible for such financial losses attributable to the identity theft event;
- o Circumstances where You suffer any loss to an account used for a "business purpose". For purposes of this exclusion, "business purpose" shall mean any purpose other than for personal, family or household purposes;
- o Circumstances where You are unwilling to cooperate with financial institutions, merchants or other creditors, or prosecute or otherwise bring a civil or criminal claim against any person culpable or reasonably believed to be culpable for the fraud or its consequences;

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- o Circumstances where You suffer losses arising from extortion, blackmail or criminal threats carried out by a person or persons, by means of preventing You from either gaining access to Your financial accounts and/or PII or threatening to destroy such PII where such actions are carried out for the purpose of extorting money;
- o Circumstances where an identity theft event is committed or attempted to be committed by Your immediate family member without signature authority on the impacted account. For purposes of this exclusion, an immediate family member includes only one who is Your spouse (or analogous domestic partner recognized by law, such as a civil union), Your child, or the child of Your spouse at the time of the identity theft event;
- o Circumstances where You have been accused of a crime, such as where an alleged identity thief may have used your information and misrepresented him or herself to law enforcement as You;
- o Circumstances where the identity theft event is caused by or directly or indirectly related to an act of war or warlike action or terrorism, including cyberterrorism;
- o For any dishonest, criminal, malicious or fraudulent acts, if You personally participated in, directed, or had knowledge of such acts;
- o For any physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting directly or indirectly from the identity theft event; and
- o When You voluntarily disclose any code or other security information to someone who subsequently contributes to an identity theft event, provided, however, that this does not include voluntary disclosure due to duress or fraud.

IDR will also not be provided if You knew about the identity theft before You signed up for the Product. Likewise, if an identity theft event occurs while you have an active Product but You do not discover the identity theft until after your Product has been cancelled, then You are not eligible for IDR. If You cancel Your Product while you are actively receiving IDR, We will not provide You with additional IDR after your cancellation date.

IDR is not an insurance contract or policy and will not reimburse You or otherwise pay for any costs, fees, damages, financial losses, similar losses or expenses, pain and suffering or any other emotional or economic loss. IDR also does not reimburse You for or otherwise pay for attorneys' fees or other professional fees.

24. **FAMILY PLAN PRODUCT.** The Equifax Family Plan is a subscription-based Product that allows one adult ("Primary Member") to purchase a single membership that enables a second adult ("Added Member") to enjoy the benefits associated with one of our most common subscription-based Products (Equifax Complete Premier) at a discount to the normal retail price each adult would pay for an individual membership for the Product (Equifax Complete Premier) that corresponds to the features and benefits associated with the Family Plan Product. In addition to these possible financial savings, the Family Plan Product offers two Product features that are unique to Our Products. The first benefit is the ability of either adult to authorize Us (by way of an affirmative opt-in election and authorization that is revocable at any time) to share Alerts that are the result of Credit Monitoring. No other form of credit information or personal information can be shared or disclosed. The second benefit associated with Family Plan is the ability of the Primary Member to monitor up to four (4) of their minor children by means of the "Child Monitoring" Product feature described in Section 25 below. When You enroll under the Family Plan Product (as the Primary Member or Added Member, as the case may be) and authorize Us to share Your Alerts with the other adult Member, You are the "Subject". When the other adult Member makes their Alerts available to You for You to review, You are the "Reviewer." The election to share Alerts under the Family Plan Product is strictly optional and does not need to be reciprocal. By this, We mean that the Shared Alerts option can be configured such that one, both or neither of the adult Members may choose to share Alerts. In no event will You be able to share Your Alerts or view the other Member's Alerts unless We have successfully authenticated Your identity and You have expressly authorized Us (by way of an affirmative and revocable election) to do so. The version of Your Alerts that We provide to the Reviewer, will be the same as the Alerts You see, but no other credit information will ever be shared or made available to the Reviewer, even if You request that We do so. You will not have the opportunity to review the Shared Version of Your Alerts before We share it with the Reviewer pursuant to Your authorization. You acknowledge and agree that when You enable the Shared Alerts capability within the Member Center that You are designating Us as Your agent and giving Us Your "written instruction" to obtain from EIS and public records sources the credit file and other information necessary to compile Your Shared Alerts, to create Your Shared Alerts for You, and to make the Shared Version of Your Alerts available to the Reviewer as instructed by You. **YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO EXERCISE SOUND JUDGMENT WHEN DECIDING WHETHER AND WITH WHOM TO SHARE YOUR ALERTS, AND YOU AGREE THAT YOUR INTERACTIONS WITH SUCH REVIEWERS, INCLUDING YOUR ACCESS TO AND USE OF THE FAMILY PLAN PRODUCT, IS AT YOUR OWN RISK. ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, OR AFFILIATED COMPANIES, ARE RESPONSIBLE OR LIABLE TO YOU FOR ANY ACTIONS TAKEN OR DECISIONS MADE BY ANY REVIEWER WITH WHOM YOU HAVE SHARED YOUR ALERTS.**
25. **MONITORING OF MINOR CHILDREN INCIDENT TO FAMILY PLAN.** In the event that You (in Your capacity as the Primary Member) successfully establish Your membership in the Family Plan Product, You will also be eligible to enroll up to four (4) of Your minor children for Child Monitoring. If We are unable to successfully enroll You in Credit Monitoring program, Your entire Product order, including any pending orders to perform Child Monitoring for Your minor children, will be cancelled and You will not receive alerts regarding Your minor children. Child Monitoring Differs from Credit Monitoring. The monitoring that will be performed for your enrolled minor children is different than Credit Monitoring that is available under Our Products for adult Members who are age eighteen (18) or older. Once Your minor children have been successfully enrolled, We will first determine if an EIS credit file currently exists with respect to each enrolled child. If there is an Equifax credit file for your minor child, We will notify you via email alert within twenty four (24) hours of Us having received the report. If an EIS credit file does not exist for your minor child, an EIS credit file will be established and You expressly authorize and instruct Us to instruct EIS to place a credit lock on each such file, which prevents most third party access to the minor child's EIS credit file. Enrollment of Minor Children in Family Plan. As part of Your Family Plan membership, You are entitled to enroll up to four (4) minor children for whom you are the legal parent or guardian by providing the required information and/or documentation including, but not limited to, a valid Social Security number and date of birth for each of Your minor children. In certain circumstances, You may not be permitted to enroll Your minor children on-line. In such circumstances, You will be notified of this event, and We will provide You with additional instructions regarding the steps and additional information needed to take in order for You to enroll Your minor child or children by contacting our Customer Care Center at 1-866-807-7461. Children that have reached the age of seventeen (17) years and nine (9) months are not eligible for Child Monitoring and any attempt on Your part to enroll such a minor child will be denied. Further Certifications or Documents May be Required. We will provide information about a minor child only to a Primary Member who is also the minor child's parent or legal guardian. By enrolling any minor child, You must certify that each such child is under the age of eighteen (18) years of age and You are the parent or legal guardian of each minor child whom You have named on the enrollment forms. We may also require further documentation regarding your status as parent or legal guardian prior to releasing certain information to You. By initiating Child Monitoring, You acknowledge and agree that it is illegal for anyone to obtain credit-related or other personal information concerning a minor child for whom they are not the parent or legal guardian and You further acknowledge and agree that Your enrollment of your minor child requires Us to obtain information about Your child from EIS, a consumer reporting agency, and that any information about Your minor child that You obtain from Us will be used solely for the purpose of assisting You in protecting Your minor child against actual, suspected or potential fraud.
- Automatic Suspension.** Any minor children You enroll for Child Monitoring will automatically lose their eligibility to remain under the Family Plan Product within seven (7) days before their eighteenth (18th) birthday and all Child Monitoring will automatically cease on or before that date. After this occurs, You will no longer be eligible to receive monitoring of any sort regarding that minor child and all other benefits available to You or Your minor child under the Family Plan Product will likewise cease upon the child attaining the age of eighteen (18).
26. **DEBT WISE™/DEBTWATCHERS™ PRODUCT; FAST PAY PRODUCT FEATURE.** The Debt Wise Product is also called DebtWatchers(TM) when purchased through Primerica Client Services, Inc. ("Primerica") and is referred to as the "Fast Pay Plan" when included as a Product feature as part of another Equifax Product. All references herein to "Debt Wise" shall refer equally to DebtWatchers and the Fast Pay Plan Product feature, as applicable. What Debt Wise Is. Debt Wise is an information Product that helps You: (i) understand Your existing debt obligations; (ii) develop a plan for paying off the debts that You specify based on information and preferences You input into the Debt Wise Product and the options You select; (iii) monitor Your progress against Your plan, and (iv) update Your plan from time to time
- What Debt Wise Is Not.** By placing Your order for Debt Wise, You acknowledge and agree that Debt Wise: (i) is not a loan product; (ii) does not provide an extension of credit, and is being offered independent of any extension of credit; and (iii) will not eliminate, reduce or settle Your debts, obtain new or different loan terms for You, or improve Your credit record, credit history, credit rating, consumer report, credit score or debt-to-income ratio. By placing Your order for Debt Wise, You acknowledge and agree that You will not seek to utilize the Debt Wise Product for any such purpose and that any attempt to do so will result in the termination of Your membership.
- Your Responsibilities When You Purchase and Utilize Debt Wise:**
- * Your personal financial situation is unique, and You must determine how to best utilize the information you obtain through using the Debt Wise Product. Accordingly, You should consider obtaining additional information from Your accountant or other advisers who are fully aware of Your individual circumstances.
 - * To achieve the maximum benefit from the Debt Wise Product, You must accurately enter and update Your existing debts and debt terms in the Debt Wise Product, follow the plan that You create with the help of the Debt Wise Product, and monitor Your bills and Debt Wise interaction. You are solely responsible for the information that is input into the Debt Wise Product for purposes of creating, monitoring and updating Your plan, including the accuracy and completeness of that information.
 - * You are responsible for including all of the debts that you would like to pay off in your Fast Pay Plan - which may include debts that do not appear on your Equifax Credit Report. Including debts in your Fast Pay Plan will not result in them being added to your Equifax credit file.
 - * You remain at all times responsible for paying Your debts in accordance with the terms of your agreements with your lenders and creditors.
 - * The actual results You achieve towards paying down Your debts, reducing the length of time You will be in debt, and realizing savings in interest payments will vary based upon Your individual circumstances and will depend exclusively upon You following and completing the plan that You create.
- Debt Wise is an Information Product and We Do Not Provide Credit Counseling, or Financial or Debt Management Advice or Services. By this We mean that: (i) We are not a certified or registered financial planner, and neither We nor the Debt Wise Product provides debt management advice, credit counseling, financial planning or financial counseling; (ii) We will not be responsible for making any debt payments on Your behalf, We will not act as a conduit for Your payments to Your creditor(s), and We will not negotiate or attempt to negotiate with Your creditor(s) to settle debt, obtain new or different loan terms, or for any other reason; and/or (iii) We do not guarantee, promise, or imply that Debt Wise will eliminate or reduce Your debts or improve Your credit record, credit history, credit rating, credit report, credit score or debt-to-income ratio.

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27. **IDENTITY REPORT™ PRODUCT.** The Identity Report Product is a Product that allows individuals to share a verification of their identity and their credit standing with others. When You obtain Your Identity Report and share Your Identity Report with someone else, You are the "Subject". When someone else makes their Identity Report available to You for You, You are the "Reviewer." When You order Your own Identity Report, You will receive two versions for Your review: a Subject Version and a Shared Version. Both versions will be available to You to view for 30 days from the date that You first order Your Identity Report. The corresponding Subject Version of Your Identity Report will include a snapshot of Your identity information, a high-level summary of Your credit score range (if available), and a copy of Your Equifax Credit Report. We will not provide the Subject Version of Your Identity Report to any individuals other than You. The Shared Version of Your Identity Report will include a summary version of Your identity information and Your credit score range (if available), but will not include Your Equifax Credit Report. We will not make the Shared Version of Your Identity Report available to other individuals unless You decide that You want to share it and instruct Us to do so on Your behalf. You will have the opportunity to review the Shared Version of Your Identity Report before You decide if You want to share it with anyone else. You acknowledge and agree that when You order Your Identity Report, You are designating Us as Your agent and giving Us Your "written instruction" to obtain and collect from EIS and public records sources the credit file and other information necessary to compile Your Identity Report, to create Your Identity Report for You, and to make the Shared Version of Your Identity Report available to those individuals as instructed by You. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO EXERCISE SOUND JUDGMENT WHEN DECIDING WHETHER AND WITH WHOM TO SHARE YOUR IDENTITY REPORT, AND YOU AGREE THAT YOUR INTERACTIONS WITH SUCH INDIVIDUALS, INCLUDING YOUR ACCESS TO AND USE OF THE IDENTITY REPORT PRODUCT, IS AT YOUR OWN RISK. ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AFFILIATED COMPANIES, OR AFFILIATED CREDIT BUREAUS, ARE RESPONSIBLE OR LIABLE TO YOU FOR ANY ACTIONS TAKEN OR DECISIONS MADE BY ANY INDIVIDUALS WITH WHOM YOU HAVE SHARED YOUR IDENTITY REPORT.
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