

LifeLock, Inc.

Service Terms and Conditions

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THESE SERVICE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING THE SERVICES (AS DEFINED BELOW). **BY ENTERING THESE SERVICE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH LIFELOCK THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 17 BELOW).** The LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc and its successors and assigns. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Service Guarantee and Insurance (the "Protection Programs"), credit alerts, credit scores, credit reports, credit monitoring service (collectively the "Credit Services") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as LifeLock Ultimate, the term "Monitor" shall refer to an adult that is 18 or older and is serving to monitor the LifeLock account of a Member of LifeLock Senior™ with that Member's permission or is the parent or legal guardian who is serving to monitor the LifeLock account of a Member of LifeLock Junior, and the term "User" which refers to a customer of our non-fee based Services such as serving as a Monitor for a Member of our Senior™ Service. Collectively we will use the term "Customer" when referring to Members, Users, and Monitors.

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

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOUR ACCESS TO OR USE OF THE SERVICES DOES NOT VIOLATE APPLICABLE LAWS, AND THAT YOU AGREE WITH ALL THE TERMS OF THESE SERVICE TERMS. EXCEPT IN RELATION TO THE ENROLLMENT OF YOUR MINOR CHILD OR FOR A MEMBER OF LIFELOCK SENIOR™, AS DESCRIBED BELOW, YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE ENROLLING IN ANY SERVICE(S) ONLY FOR YOURSELF AND NOT ON BEHALF OF ANY OTHER INDIVIDUAL.

FURTHER, IF YOU ENROLL IN OR USE OUR CREDIT SERVICES AND/OR ANY OF OUR PROTECTION PROGRAMS, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A U.S. RESIDENT, THAT YOU HAVE PROVIDED US YOUR VALID U.S. SOCIAL SECURITY NUMBER, AND THAT YOU SHALL ONLY USE SUCH SERVICES IN CONNECTION WITH YOUR PERSONAL ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID U.S. SOCIAL SECURITY NUMBER.

FOR CERTAIN SERVICES, WE MAY ALLOW YOU TO ENROLL, OR PERMIT TO BE ENROLLED, YOUR MINOR CHILD, IF YOU ARE THEIR PARENT OR LEGAL GUARDIAN. WE MAY REQUIRE YOU TO PROVIDE, EITHER DIRECTLY OR INDIRECTLY, DOCUMENTATION TO US AS WE DEEM IT NECESSARY IN OUR SOLE DISCRETION, TO PROVE YOUR RELATIONSHIP WITH ANY SUCH MINOR CHILD. YOU ACKNOWLEDGE THAT THESE SERVICE TERMS WILL APPLY TO YOUR MINOR CHILD, AND YOU HEREBY EXPRESSLY ACCEPT THESE SERVICE TERMS ON BEHALF OF YOUR MINOR CHILD.

FOR CERTAIN SERVICES, AN AUTHORIZED MONITOR MAY ENTER THE ENROLLMENT INFORMATION FOR A MEMBER OF LIFELOCK SENIOR™, PROVIDED HOWEVER, THE LIFELOCK SENIOR™ MEMBER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND ASSURING THAT IT IS UP TO DATE. WE MAY REQUIRE THE MONITOR OR THE LIFELOCK SENIOR™ MEMBER TO PROVIDE, EITHER DIRECTLY OR INDIRECTLY, DOCUMENTATION TO US

AS WE DEEM IT NECESSARY IN OUR SOLE DISCRETION, TO VERIFY THE PERMISSIONS GRANTED BY THE LIFELOCK SENIOR™ MEMBER TO THEIR MONITOR.

IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST NOT ENROLL OR REGISTER FOR ANY OF THE SERVICES OR OTHERWISE USE THE SERVICES.

UNLESS YOU CONTACT US WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME EMAIL OR, IF YOU DO NOT RECEIVE A WELCOME EMAIL BECAUSE YOU DO NOT HAVE AN EMAIL ADDRESS, WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME KIT, YOUR ENROLLMENT WILL INCLUDE THE PROVISIONING OF ANY APPLICABLE INSURANCE COVERAGE.

DEPENDING ON YOUR OFFER, YOUR MEMBERSHIP MAY HAVE AN INTRODUCTORY OR SPECIAL OFFER. AFTER THE INTRODUCTORY OFFER EXPIRES, YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AT THE APPLICABLE PRICE SET FORTH [HERE](#) (OR SUCCESSOR SITE AS DETERMINED BY LIFELOCK), DEPENDING ON YOUR SELECTION (E.G., ANNUAL, MONTHLY, MEMBERSHIP TIER/LEVEL, ETC.) (THE "RENEWAL PRICE") UNTIL CANCELLED BY YOU. OUR PRICES, INCLUDING ANY RENEWAL PRICE, ARE SUBJECT TO CHANGE, HOWEVER WE WILL NOTIFY YOU IN ADVANCE. PLEASE NOTE THAT FOR ALL SERVICES OR FEATURES WHICH REQUIRE AN E-MAIL ADDRESS, INCLUDING BUT NOT LIMITED TO ANY ALERTS DELIVERED VIA E-MAIL, YOU MUST KEEP YOUR EMAIL ADDRESS UP TO DATE FOR PURPOSES OF RECEIVING SUBSCRIPTION NOTIFICATIONS AND YOU HEREBY WAIVE YOUR TO RIGHT TO RECEIVE SUCH NOTICES IF YOU DO NOT PROVIDE A VALID EMAIL ADDRESS.

IF YOU WISH TO CANCEL OR TERMINATE YOUR SUBSCRIPTION TO THE SERVICES, PROTECTION PROGRAMS, AND/OR CREDIT SERVICES AND TRANSACTED DIRECTLY WITH LIFELOCK, YOU MUST CALL 1-800-LIFELOCK (543-3562) OR CANCEL THROUGH THE MEMBER PORTAL [HERE](#).

TO CANCEL ANY OTHER SERVICES, YOU MUST CALL 1-800-LIFELOCK (543-3562) OR TERMINATE IN ANOTHER MANNER AS INSTRUCTED THROUGH THE SERVICE (SUCH AS BY DE-INSTALLING OUR APP ON YOUR MOBILE DEVICE).

IF YOU HAVE TRANSACTED FOR SERVICES VIA A THIRD PARTY (FOR EXAMPLE: YOU HAVE ENROLLED THROUGH YOUR EMPLOYER, OR A LIFELOCK PARTNER), YOU MUST TERMINATE THE SERVICES DIRECTLY WITH THAT THIRD PARTY IN ACCORDANCE WITH THAT THIRD PARTY'S INSTRUCTIONS. SOME EXCEPTIONS APPLY; CHECK THE TERMS OF YOUR OFFER.*

YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE SERVICE TERMS. WE MAY MODIFY, UPDATE, ADD OR REMOVE PROVISIONS OF THESE SERVICE TERMS AT ANY TIME BY POSTING THOSE CHANGES ON OUR SITE. EXCEPT AS PROVIDED BY SECTION 17(B)(E) BELOW, OR UNLESS YOU HAVE OTHERWISE AFFIRMATIVELY AGREED TO SUCH CHANGES, YOUR CONTINUED USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF ANY SUCH CHANGE(S) TO THESE SERVICE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE UPDATED SERVICES TERMS YOU MUST STOP USING THE SERVICES.

1. Enrolling in LifeLock Services - Members

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

we are unable to obtain the required Personal Information or you fail to authenticate your identity as may be required, the Services for which you have enrolled may be limited or unavailable. A Monitor may enter the above information for a Member of LifeLock Senior™; provided however, the Senior™ Member is responsible for the accuracy of the information and assuring that it is up to date.

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

As a Member enrolled in a qualifying Protection Program(s), should you become a victim of identity theft you may be covered for certain losses in accordance with our Service Guarantee and Insurance, which is incorporated by reference into these Service Terms. To the extent that your Protection Program includes Stolen Identity Event Insurance, you agree to such insurance coverage, agree that the premium for such insurance will be paid by us on your behalf and agree to receive notices of insurance and insurance changes electronically. Please review the Stolen Identity Event Insurance, including the reimbursement guidelines set forth therein. Along with the Service Guarantee and Insurance, please review our reimbursement guidelines. Please note, your service and/or plan may not include Stolen Identity Event Insurance. If you are a Member enrolled in a service and/or plan which includes Prior Identity Theft Remediation, those services do not include Stolen Identity Event Insurance, but you may be eligible for remediation in accordance with our [Prior ID Theft Remediation Service Terms](#) which is incorporated by reference into these Service Terms.

To determine which benefit/service features are included in your plan, please click [here](#) or review your offer and applicable features.

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

2. Enrolling in LifeLock's Services - Users, including Monitors for LifeLock Senior™ Members

We may make certain features and Services available to Users for no fee (the "No Fee Services"), including but not limited to those features or services we make available on or through your mobile phone or device and those we make available to Monitors of Senior™ accounts for our LifeLock Senior™ Service. No Fee Services may include the ability to receive SMS text messages, email, push notifications and other notifications from the Services (the "Mobile Alerts") and the ability to access the Services for which you have enrolled or registered through our mobile enabled application (our "App").

Users of our No Fee Services are not required to enroll as a Member; however, Users may still be required to register with us and may need to provide permissions for us to contact them via SMS text messages, email, push notifications or automated telephone recordings to fulfill the services in the case of our Senior™ service. To register for No Fee Services, you must provide us with certain information, including your name, mobile telephone number and email address, and must also create a username and password. Members enrolled by their Monitor for our Senior™ services will be asked to accept these terms and conditions as well as confirm their agreement to such terms and conditions. A Monitor acting on behalf of a LifeLock Senior™ Member or a parent or legal guardian acting on behalf of a LifeLock Junior Member is not covered by any Protection Programs arising from the LifeLock Senior™ or LifeLock Junior Member's membership because such coverage belongs to the Senior or Junior Member at the levels described in the LifeLock Senior™ or LifeLock Junior program(s). In order for a Monitor or a parent or legal guardian of a LifeLock Junior Member to be entitled to services under any Protection Programs, such Monitor or parent or legal guardian must obtain their own membership under a plan which includes the Protection Programs.

A. Mobile App Terms and License

Our App offers functionality that allows Members to access their LifeLock mobile portal and membership data. Other functionality may also be available on the App such as the ability to receive various promotional offers and benefits.

The App is provided to you under license and your use of the App and any information or data downloaded by or in connection with the App (the "Data") is subject to and limited by the license terms set forth below. We grant you a limited, non-exclusive, non-transferable license to use the App and Data subject to the terms and conditions set forth in this Agreement. You acknowledge that you must be a Member, Monitor, a parent or legal guardian of a LifeLock Junior Member to access the Member or Monitor features of our App. This license will also govern any software upgrades provided by us that replace and or supplement the original App unless such upgrades are accompanied by a separate license in which case the terms of that license will govern. We have no obligation to provide you with any updates, maintenance or support services for the App.

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

The App contains certain third-party software under license to us, including open source software (collectively, the "Third-Party Software"). The Third-Party Software is licensed to you under and subject to the terms of the applicable third-party software licenses, which can be found [here](#). The App may be available via one or more mobile app stores or marketplaces (an "App Store") for use on mobile devices, including App Stores provided by Apple, Inc., Google, Inc., Amazon.com, Inc. and Microsoft, Inc. Apple, Inc., Google, Inc. Amazon.com, Inc. and Microsoft, Inc. are each a "Provider" for the purposes of these Terms with respect to any App downloaded from one of their respective App Stores. Your use of our App must comply with the then-current Terms of Service applicable to the App Store(s) from which you downloaded our App as well as any applicable LifeLock terms of service related to the App. To use the App you must first download it from an App Store and then register with us, by providing your name, email address and other information, and setting a password.

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

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

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

B. Mobile Alert Service

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

THE FREQUENCY OF MOBILE ALERTS WILL VARY BASED ON THE KINDS OF ALERTS AND OTHER NOTIFICATIONS (INCLUDING PUSH NOTIFICATIONS ON YOUR MOBILE DEVICE) YOU SIGN UP TO RECEIVE PURSUANT TO YOUR SERVICES. STANDARD TEXT MESSAGING RATES APPLY (INCLUDING, WHERE APPLICABLE, ROAMING CHARGES), SO PLEASE CONTACT YOUR MOBILE PHONE CARRIER FOR DETAILS AND FEES. YOU WILL BE RESPONSIBLE FOR ALL TEXT MESSAGING AND DATA PLAN FEES CHARGED BY YOUR MOBILE PHONE SERVICE. MOBILE ALERTS ARE PROVIDED AS A COURTESY TO YOU. WE DO NOT GUARANTEE THE ACTUAL, COMPLETE OR TIMELY DELIVERY OF ANY MOBILE ALERTS. WE ARE NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATED TO, THE FAILURE OF ANY MOBILE ALERT TO BE ACTUALLY, ACCURATELY, FULLY OR TIMELY DELIVERED TO YOU FOR ANY REASON WHATSOEVER, INCLUDING THOSE CAUSED BY A TECHNICAL ERROR OR OTHER PROBLEM WITH OUR SYSTEMS, THOSE OF YOUR MOBILE SERVICE PROVIDER, A THIRD PARTY COMPANY OR ISSUES RELATED TO YOUR MOBILE SERVICE ACCOUNT OR MOBILE DEVICE.

3. Changes to the Services

We reserve the right to modify, add to, discontinue, and/or retire any Service and/or any feature of a Service at any time. We may also modify the terms and conditions that apply to the features and your use of the Services. We shall make reasonable attempts to provide you with notice of such modifications by posting them on the Site. We have no obligation to provide direct notice of any such changes. We reserve the right to define eligibility criteria for the Services, and make changes to those criteria at any time.

Except as provided in Section 17(B)(e) below, or unless you have otherwise affirmatively agreed to such changes, by continuing to use the Service(s) and Site after any such changes or modifications to the Service(s) become effective, you agree to be bound by the revised terms. If you object to such change, your sole remedy shall be to terminate and/or cancel the Service. You can cancel the Service at any time, and may be eligible for a refund, as set forth in our refund policy in Section 8 below.

4. Transaction Monitoring Feature

You may be eligible to use the transaction monitoring feature ("Transaction Monitoring") of our Services. To sign up for Transaction Monitoring, you must provide us with the account credentials for your eligible financial account(s) (such as credit card accounts, checking and savings accounts and investment accounts) ("Account Credentials") at participating third party institutions, and authorize LifeLock to use your Account Credentials to directly access your account data at these third-party companies ("Account Information"). By using the Transaction Monitoring feature and providing us your Account Credentials, you are expressly authorizing LifeLock to access your Account Information on your behalf. You hereby grant LifeLock a non-exclusive, royalty-free, fully paid-up, license to use your Account Information in order

to provide our Services to you, and to prepare aggregated and anonymous data derived from your Account Information for our own internal use. If any of your Account Credentials change, you are responsible for providing updated Account Credentials to LifeLock; if you do not, we will not be able to access your Account Information to provide alerts or notifications for any account for which we do not have your current Account Credentials.

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

YOU ACKNOWLEDGE AND AGREE THAT WHEN LIFELOCK IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, LIFELOCK IS ACTING AS YOUR AGENT FOR THE SOLE AND LIMITED PURPOSE OF OBTAINING YOUR ACCOUNT INFORMATION TO PROVIDE THE SERVICES TO YOU. IF YOU SIGN UP TO RECEIVE TRANSACTION MONITORING ALERTS ON YOUR MOBILE DEVICE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE RECOMMENDATIONS RELATED TO TRANSACTION ALERTS. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY BASED ON YOUR RELIANCE ON OR USE OF ANY INFORMATION CONTAINED IN ANY ALERT OR DUE TO A FAILURE TO SEND OR RECEIVE AN ALERT.

5. Credit Reports, Credit Scores

Certain Services may provide the opportunity for you or your Monitor to review a copy of your credit report and score or alerts derived from changes to your reports. For any LifeLock Service that includes Credit Services, you agree that you are providing written instructions to us under the Fair Credit Reporting Act, authorizing LifeLock, its successors and assigns, to obtain information on a recurring basis from any consumer reporting agency in order to (i) confirm your identity, (ii) display or disclose your credit information to you and/or your designated representative related to your use of the applicable LifeLock Services, (iii) allow us to create and deliver certain features and services to you, and (iv) permit us to monitor your credit file(s) so that we can provide to you and/or your designated representative, certain fraud alerts services and provide assistance in reviewing certain portions of your credit data.

Any person who knowingly and willfully obtains a consumer credit report or score/disclosure under false pretenses may face criminal prosecution. We do not directly report or provide your credit score to any third party; however, we may use it in accordance with our [Global Privacy Statement](#).

Some of our Services provide you with access to your credit score. The credit score is intended for your own educational use. It is also commercially available to third parties along with numerous other credit scores and models in the marketplace. Please keep in mind third parties are likely to use a different score when evaluating your creditworthiness. Also, third parties will take into consideration items other than your credit score or information found in your credit file, such as your income, in evaluating your creditworthiness.

Your enrollment in any Service(s) that include Credit Services depends upon both (i) the credit bureaus' ability to locate your credit file in their records, and (ii) the successful authentication of your identity.

You will only be eligible to enroll in, or continue to remain enrolled in, our Service(s) that includes three bureau Credit Services if you meet both requirements (i) and (ii) above with respect to Equifax; provided, however, if you cannot meet both requirements (i) and (ii) above with respect to TransUnion and/or Experian, you will not receive Credit Services for such respective credit bureau(s) as part of that Service (you will continue to receive Credit Services from Equifax). For Service(s) which include Credit Services provided by a single credit bureau, you will only be permitted to enroll in, or remain enrolled in, such Service if you have either an Equifax or TransUnion credit file, depending on which credit bureau is provisioning the Credit Services for each specific Service.

If you do not meet the above requirements (i) and (ii) with respect to a three bureau or single bureau Credit Services membership plan, your chosen plan will continue to provide all other features, and only exclude the Credit Services. We will notify you of your status if you fall into either of the circumstances above. Please note each plan differs in terms of features, including different coverage amounts for insurance reimbursement.

As always, you will also have the option to terminate your LifeLock Services (for more details regarding cancellation, please see section 8 (Term and Termination) below.

If you are a Monitor for a LifeLock Senior™ Member, you confirm and agree that you are not acting as a credit counselor or credit repair service, and you understand that LifeLock's restoration services are limited to assisting Members in remediating the effects of identity theft. You understand that any attempt to use the Services to act as a credit repair service may result in LifeLock terminating the Senior™ Membership for misuse and pursuing recovery of any damages incurred by LifeLock or its Service Providers from you directly.

6. Payment

With your consent and in accordance with our Privacy Statement, we retain your payment information and payment method. We use your stored payment method and information to bill and automatically renew the Service(s). We reserve the right to verify credit/debit card payments prior to acceptance of your order. We also reserve the right to (i) obtain and continue using updated credit card account information electronically, when applicable, from the card brands, (ii) retry failed payments in order to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and, (iii) change or amend authorized third parties to assist with payment processing.

You further acknowledge and agree that, subject to our then-current member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services. We also reserve the right to collect any and sales taxes applicable to your purchase of and membership to the Service.

7. Your Conduct

You understand and agree that perfect security does not exist anywhere, and that you will protect your Personal Information in a reasonable way at all times. Accordingly, you will not recklessly disclose or publish your Social Security Number or any other Personal Information to anyone who might reasonably be expected to improperly use or disclose that Personal Information, by way of example but in no way limited to: in response to "phishing" scams, unsolicited emails, or pop-up messages seeking disclosure of Personal Information. To access the Services via our App or online member portal, Customers must have a valid user name and password, which Customers will receive after enrolling with us for the applicable Service(s). You are responsible for maintaining the confidentiality of any password and Alexa PIN associated with your use of the Services and the App, as well as any activity within the App and Services using your password(s).

8. Term, Termination, and Cancellation

LifeLock reserves the right to terminate the Service and/or Service Terms upon notice, with or without cause. Unless cancelled and/or terminated, the Services shall automatically continue indefinitely, and you shall pay the applicable then-current prices as published by us. As you authorize during enrollment for the Services, we store your payment method, the Services will automatically renew, and you will be billed, until you cancel.

A. Customers Enrolled and Transacted in Service(s) Directly with LifeLock

You may cancel your Service or the automatic renewal of your Service at any time. To terminate and/or cancel your Service, you must call 1-800-LIFELOCK (543-3562) or cancel [here](#). Please review the LifeLock [Cancellation & Refund Policy](#) for more information on refunds. If we modify or update your Service and you object to such change, your sole remedy shall be to terminate and/or cancel the Service.

B. Members Enrolled in the Services Through a Third Party

If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to cancel the Service and/or Service Terms, you must notify the third party of your intent to cancel.

We will terminate the Services and/or Service Terms upon notice to us provided by such third party. If you are enrolled in any Services through a third party, you may not be entitled to any refund of fees by LifeLock; we shall have no obligation to, and shall not, refund any fees paid by you to a third party. If we modify or update your Service and you object to such change, your sole remedy shall be to terminate and/or cancel the Service.

9. Privacy

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

10. Ownership of Intellectual Property Rights

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

B. CUSTOMER REVIEWS TERMS

By submitting any content to LifeLock, you represent and warrant that: (i) you are the sole author and owner of the intellectual property rights thereto; (ii) all "moral rights" that you may have in such content have been voluntarily waived by you; (iii) all content that you post is accurate; (iv) you are at least 18 years old; (v) use of the content you supply does not violate these review terms set forth in this Section 10.B (the "Review Terms") and will not cause injury to any person or entity; (vi) you will not submit any content that is known by you to be false, inaccurate or misleading; (vii) you will not submit any content that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (viii) you will not submit any content that violates any law, statute, ordinance or regulation; (ix) you will not submit any content that is, or may reasonably be considered to be, defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (x) you will not submit any content for which you were compensated or granted any consideration by any third party; (xi) you shall not submit any content that includes any information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for yourself or others; and (xii) you will not submit any content that contains any computer viruses, worms or other potentially damaging computer programs or files.

For any content that you submit, you grant LifeLock a perpetual, irrevocable, royalty-free, transferable right and nonexclusive license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

All content that you submit may be used at LifeLock's sole discretion. LifeLock reserves the right to change, condense or delete any content on LifeLock's website that LifeLock deems, in its sole discretion, to violate the content guidelines or any other provision of these Review Terms. LifeLock does not guarantee that you will have any recourse through LifeLock to edit or delete any content you have submitted. LifeLock reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not LifeLock, are responsible for the contents of your submission. LifeLock may, but is not obligated to, monitor, review, or verify any content submitted.

None of the content that you submit shall be subject to any obligation of confidence on the part of LifeLock, its agents, parents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

LifeLock may require you to provide certain information or data in order to submit a review. By submitting a review, you agree and consent to LifeLock's promotional use and display (whether online or offline) of all such information or data you provide with, or as part of, your review (including, but not limited to, any name or other identifier you choose to provide).

By submitting your email address in connection with your rating and review, you agree that LifeLock and its third party service providers may use your email address to contact you about the status of your review and other administrative purposes.

11. Local Laws; Export Control

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

12. Disclaimer of Warranties

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

13. Limitation of Liability

OTHER THAN PURSUANT TO THE STOLEN IDENTITY EVENT INSURANCE ([FOUND HERE](#)) WHICH APPLIES SOLELY TO MEMBERS ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR

RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS (\$1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Jurisdiction

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

15. Indemnification

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

16. Other Rights

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

17. Dispute Resolution

LifeLock believes that most disagreements can be resolved informally and efficiently by contacting LifeLock customer support.

If you are a U.S. customer, and the dispute is not resolved through LifeLock customer support, you and LifeLock agree that any such dispute, claim or controversy arising out of or relating in any way to the Services or these Service Terms (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, as follows:

A. Small Claims Court: You may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute.

You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

B. Arbitration: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Service Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and LifeLock are each waiving the right to a trial by

jury or to participate in a class action. This arbitration provision shall survive termination of these Service Terms and/or the termination of your Service.

a. Notice of Claim: If you elect to seek arbitration, you must first send to LifeLock, by certified mail, a written Notice of Your Claim ("Notice of Claim").

The Notice of Claim to LifeLock should be addressed to: General Counsel, LifeLock, Inc., 350 Ellis Street, Mountain View, CA 94043 and should be prominently captioned "NOTICE OF CLAIM".

The Notice of Claim should include both the mailing address and email address you would like LifeLock to use to contact you.

If LifeLock elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your billing address on file.

A Notice of Claim, whether sent by you or by LifeLock, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether you reject any subsequent modification of the Dispute Resolution section by Symantec (see Section 17(B)(e)).

b. Arbitration Proceedings: If you and LifeLock do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or LifeLock may commence an arbitration proceeding (or, alternatively, file a claim in small claims court).

You may download or copy a form of notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by these Service Terms, and will be administered by the AAA.

The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of these Service Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

Unless LifeLock and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

If your claim is for U.S. \$10,000 or less, LifeLock agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules.

If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

If the arbitrator issues you an award that is greater than the value of LifeLock's last written settlement offer made before an arbitrator was selected (or if LifeLock did not make a settlement offer before an arbitrator was selected), then LifeLock will pay you, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater.

c. Injunctive and Declaratory Relief: Except as set forth in Section 17.A., the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or LifeLock, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

To the extent that you or LifeLock prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration.

The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

d. Arbitration Fees: If your claim for damages does not exceed \$10,000, LifeLock will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of your initial filing fee, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

e. Class Action Waiver: **YOU AND LIFELOCK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, if you have elected arbitration, unless both you and LifeLock agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

f. Modification of Dispute Resolution Section: Notwithstanding Section 3 or the last paragraph on the opening Section, if LifeLock changes this "Dispute Resolution" section after the date you first accepted these Service Terms, and you have not otherwise affirmatively agreed to such changes, you may reject any such change by so stating within your Notice of Claim.

By failing to reject any changes to this Dispute Resolution section in your Notice of Claim, you agree to resolve any Claim between you and LifeLock in accordance with the terms of the Dispute Resolution section in effect as of the date of your Notice of Claim.

g. Severability: With the exception of any of the provisions in Section 17.B.e of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Service Terms is invalid or unenforceable, the other parts of these Service Terms shall still apply.

18. General

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

Effective Date: November 6, 2018