



## Sontiq Terms of Use



**SONTIQ™**

 IdentityForce  CYBERSCOUT  EZShield

*This Terms of Use was last revised on October 8, 2021.*

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING AGREEMENT AND CONDITIONS FOR YOUR USE OF THE SITE. THESE TERMS REQUIRE YOU ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

To view, print or download the Terms of Use click [here](#). To view, print or download our full Privacy Notice, click [here](#).

## Introduction

Welcome to the Sontiq website. This website is owned and operated by Sontiq, Inc. ("Sontiq" "we", "our", or "us"). This Terms of Use ("Agreement") governs your use of [www.Sontiq.com](http://www.Sontiq.com) and your use of any interactive features, widgets, plug-ins, mobile applications (including but not limited to the IdentityForce and Sontiq (MySontiq or Sontiq Business Suite) mobile applications (the "App")), content, downloads and/or other online services that we own and control and that post a link to this Agreement (collectively, the "Site"). The Agreement contains the terms and conditions upon which you ("you" or the "member") may access the Site or purchase any products or services through the Site.

### **Authorization to Access Credit Report**

Credit reports and access to credit data is only provided to North American users in either the United States or Canada.

#### ***For Credit Report/Credit Monitoring users based in the United States***

You understand that by clicking on any "I AGREE" button on the Site, you are providing "written instructions" to Sontiq and TransUnion LLC under the Fair Credit Reporting Act ("FCRA") authorizing Sontiq and TransUnion LLC to obtain information from your personal credit profile, including debts related to medical services, from TransUnion. You agree that the information you provide is true and correct, that you are the person whose credit report is being requested, and that you are at least eighteen (18) years of age. You authorize the above parties to obtain such information solely for the purpose of accessing your credit report to verify your identity in order to avoid fraudulent transactions in your name and to provide credit reporting, monitoring, scoring and other credit related products. Under FCRA laws, any person who knowingly and willfully obtains a credit report under false pretenses (for example getting a credit report on an individual without their consent), shall be fined under title 18, United States Code, imprisoned not more than two (2) years, or both.

#### ***For Credit Report/Credit Monitoring users based in Canada***

You understand that by clicking on any "I AGREE" button on the Site, you are providing "written instructions" to Sontiq and TransUnion Interactive authorizing Sontiq and TransUnion Interactive to obtain information from your personal credit profile from TransUnion. You agree that the information you provide is true and correct, that you are the person whose credit report is being requested, and that you are at least eighteen (18) years of age. You authorize the above parties to obtain such information solely for the purpose of accessing your credit report to verify your identity in order to avoid fraudulent transactions in your name and to provide credit reporting, monitoring, scoring and other credit related products. All rights afforded under PIPEDA, or substantially similar provincial legislation, apply to users in Canada.

### **Privacy Notice and Additional Terms**

By using the Site, you acknowledge and accept the Site's [Privacy Notice](#) and consent to the collection and use of your data in accordance with the [Privacy Notice](#). Each time you access and/or use the Site (other than to simply read this Agreement), you agree to be bound by and comply with the Agreement and any Additional Terms (defined below) then posted. Therefore, do not use the Site if you do not agree.

In some instances, both this Agreement and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Site or to a service or product offered via the Site (in each such instance, and collectively "Additional Terms"). To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

### **Data Protection**

We take data protection very seriously. We take all reasonable steps to ensure that your personal information ("data") is secure and processed in accordance with all applicable data protection laws and regulations.

#### ***Data Protection for users based in European Union member Countries***

In particular, to the extent that you are an EU resident we will process your data in accordance with the requirements of the EU General Data Protection Regulation (Regulation (EU) 2016/679 ("GDPR")).

To the extent that you are an EU resident and your data is transferred to a third party for any processing purposes, we secure contractual commitments from such third parties and take such reasonable steps as are necessary to ensure that they also meet the requirements of the GDPR as appropriate and provide at least an equivalent level of protection for your data as we do. We have a legitimate interest in requesting that you provide us with certain data as provision of the particular data that we will request from you is necessary in order to allow us to provide our service(s) to you. Equally you have a legitimate interest in providing that data to us in order to allow us to fulfil your request for our professional service(s).

### **1. Site Content, Ownership, Limited License, and Rights of Others**

**A. Content.** The Site contains a variety of: (i) materials and other items relating to Sontiq and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Sontiq, its clients, and its vendors including but not limited to TransUnion®, Experian®, Equifax®, AIG®, Assurant®, or Hamilton Insurance DAC® (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively, “Content”).

**B. Ownership.** The Site and the Content are owned or controlled by Sontiq and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Site is the property of Sontiq or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Sontiq owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Site.

**C. Limited License.** Subject to your strict compliance with this Agreement and the Additional Terms, Sontiq grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: download (temporary storage only when accessing via a standard Internet browser), display, view, use, play, and/or print one (1) copy of the Content on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Sontiq’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms. If you enroll in certain of our subscription-based products or services, during your Subscription Term (defined below), we provide you with a non-exclusive and revocable license to access and/or download our online protection tools and other services available through our App.

## **2. Membership and Payment Terms**

Sontiq can only provide certain products and services to those individuals who are either U.S. or Canadian citizens or residents while other products and services may be available to residents of specific countries outside of North America as specifically made available on the Site. Depending upon the membership or other 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) at our Site, (iii) by some other method we expressly permit, or (iv) by a third party who is authorized to enroll you on your behalf (collectively, the “Enrollment Process”). If your membership is paid for by a third party, you will not be asked to provide payment information and you will not be charged for the membership program you enroll in. Otherwise, Sontiq will charge the membership fee and each renewal fee to your credit card or bank account, at the then prevailing rate and your membership will continue automatically. Sontiq will charge this membership fee to the credit card or bank account that was most recently used on the Site or otherwise provided at the time of

registration. By submitting your credit card or bank account information to us, you hereby agree that you authorize us to charge your card or your bank account, as applicable, at our convenience but in any event within thirty (30) days of initial credit card or bank account authorization and thereafter automatically within thirty (30) days after each renewal date. Should your credit card or online check fail to authorize, you will be notified via email to the email address provided to us by you. The benefits of your membership (including, without limitation, online credit reports and monitoring alerts) may be suspended until payment is received. If payment is not received within thirty (30) days, any previous alerts you have received may be purged from our database, and your membership may be cancelled. You agree that Sontiq will not be liable to you or any third party for termination of your membership or access to the Site.

### **Subscription Term & Termination**

Except in the event of a free trial offer, your subscription will commence as of the date your payment for a subscription is received by Sontiq. Your subscription will continue in full force for the length of the term you specifically purchased or on a month-to-month term until such time as you cancel the subscription as further explained below (the "Subscription Term"). In the event that you cancel a subscription in the middle of your Subscription Term, you will be entitled to receive a refund for the unused portion of the remainder of that Subscription Term. Sontiq will have the right, upon written notice to you, to terminate this Agreement, and suspend your access to your subscription, if: (a) you fail to pay Sontiq any amount due to Sontiq under this Agreement; and/or (b) you materially breach any term or condition of this Agreement. Sontiq shall have the right to terminate this Agreement and suspend your access to your subscription with or without cause, upon thirty (30) days written notice to you in which case you will no longer be charged for access to the subscription. Upon the expiration or termination of this Agreement for any reason, your access to, and use of, your subscription will terminate.

### **Free Trials/Promotional Offerings**

We may offer promotional trial subscriptions to access the Site for free for a limited time or at special discounted prices. If you sign up for a trial use, your rights to use the Site are limited by the terms of such trial and will terminate or renew on the terms of your trial arrangement and/or any applicable Additional Terms. Please be aware that when you sign up for a free trial, you will be required to provide your credit card number and Sontiq will confirm your credit card is valid. When we process your credit card, some credit card companies may place a temporary hold on your account for your first payment. Please contact your credit card company if you have questions. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

ONCE YOUR FREE TRIAL ENDS, WE, OR A THIRD-PARTY PAYMENT PROCESSOR ON OUR BEHALF, WILL BEGIN BILLING YOUR DESIGNATED PAYMENT METHOD ON A RECURRING BASIS FOR YOUR SUBSCRIPTION (PLUS ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, UNLESS YOU CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF YOUR FREE TRIAL. INSTRUCTIONS FOR CANCELING YOUR MEMBERSHIP SUBSCRIPTION ARE DESCRIBED BELOW. PLEASE NOTE THAT, DEPENDING ON YOUR METHOD OF PAYMENT USED, YOU MAY OR MAY NOT RECEIVE A NOTICE FROM US THAT YOUR FREE TRIAL HAS ENDED OR THAT THE PAID PORTION OF YOUR SUBSCRIPTION HAS BEGUN. WE RESERVE THE RIGHT TO

MODIFY OR TERMINATE FREE TRIALS AT ANY TIME, WITHOUT NOTICE AND IN OUR SOLE DISCRETION.

### Communications with Credit Reporting Agencies

As a condition to purchasing any products, services or membership packages from Sontiq, you agree to authorize us to act as agent on your behalf and in your name for all purposes in communications and other dealings with any credit bureau to the extent necessary for Sontiq to deliver the products, services or packages purchased by you. The communications and other dealings may involve, amongst other things, placing a fraud alert on your credit file and opting out of marketing list sales where applicable and available in your local jurisdiction

### Auto-Renewal of Membership

**Certain memberships as indicated at the time of purchase, such as monitoring products and identity theft insurance will automatically renew at the end of your Subscription Term continuously and indefinitely without action by the member, and the membership fee is charged to the member at the time of renewal.** An enrollee whose membership fee has been paid is entitled to all privileges included in the membership until the membership is cancelled by the enrolled member as set forth in the paragraph below. By providing your payment method information for your subscription, you are agreeing to pay a subscription fee, that will automatically renew, at the then current rate, unless you cancel prior to the expiration of the current Subscription Term, and any applicable taxes and service fees (collectively, "Fees"). The Fees will be charged to your original payment method automatically at the beginning of your Subscription Term, and at the beginning of each renewal Subscription Term thereafter on the calendar day corresponding to the commencement of your current Subscription Term, unless you cancel your subscription or your account is suspended or terminated pursuant to this Agreement. The renewal Subscription Term will be the same length as your initial Subscription Term unless otherwise disclosed to you at the time of sale. The rate for the renewal Subscription Term will be the then current subscription-rate. The Fees charged to your payment method may vary from Subscription Term to Subscription Term due to changes in your subscription plan or applicable taxes, and you authorize Sontiq to charge your payment method for these amounts. Sontiq reserves the right to change the pricing of subscription at any time. In the event of a price change, Sontiq will post the new pricing on the Site and attempt to notify you in advance by sending an email to the address you have registered for your account. You agree that we may change the pricing we charge you for your subscription and any products/services offered in your subscription package by providing you with notice through an electronic communication from us and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You consent to our ability to change our pricing and the details of our subscription packages through an electronic communication to you. If you do not wish to accept a price or subscription package change made by us, you may cancel your subscription as described below, otherwise you will be deemed to have consented to the price/subscription package change and authorize Sontiq to charge the new Fees to your payment method. If there are any discrepancies in billing, you hereby waive your right to dispute such discrepancies if you do not notify Sontiq within sixty (60) days after they first appear on an account statement.

### Cancellation of Membership

A member will have the right to cancel membership at any time upon notice to Sontiq.

***If you are a U.S. resident:*** you can cancel by phone at (888) 676-6847 or, if you purchased your membership at [www.IdentityForce.com](http://www.IdentityForce.com) or any Sontiq-branded website, you can cancel your membership from the Manage Account section of your member dashboard. Upon cancellation, the member loses access to the areas of the Site designated for members only. This could include any credit and other data and analyses that have been displayed during your membership.

***If you are a Canadian resident:*** you can cancel by phone at (866) 272.1223 or, if you purchased your membership at IdentityForce.com or any Sontiq-branded website, you can cancel your membership from the Manage Account section of your member dashboard.

***If you are a resident of a country outside of North America:*** you can cancel by phone by calling us at: +1 (866) 205-5983. You can also reach out to us by email at [customersupport@sontiq.com](mailto:customersupport@sontiq.com). Upon cancellation, the member loses access to the areas of the Site designated for members only. This could include any credit and other data and analyses that have been displayed during your membership.

## Purchases Generally

To purchase any products or services, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. All prices displayed are quoted in U.S. dollars. Prior to the purchase of any products or services from us, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card. By submitting that information to us or our third-party credit card processor, you agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service (including subscriptions) that you order on the Site, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. Sontiq will automatically bill your credit card or other form of payment submitted as part of the order process for such price.

In order to enroll in, register for and receive one or more services or memberships, 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/Social Insurance Number, and other personal information to verify your identity, as well as financial information such as your credit card number. 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 or registered from us may be limited. Upon

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

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

### **Methods of Payment, Credit Card Terms and Taxes**

All payments must be made using a payment card such as Visa, MasterCard, Discover or American Express. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT Sontiq, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Sontiq of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Sontiq does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Sontiq or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. Sontiq shall automatically charge and/or withhold the applicable tax for orders in any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

### **Refund Policy**

All purchase transactions made through the Site are subject to Sontiq's refund policy in effect at the time of purchase. Currently, Sontiq's refund policy is that in the event that you cancel a subscription in the middle of your Subscription Term, you will be entitled to receive a refund for the unused portion of the remainder of that Subscription Term.

### **Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Sontiq reserves the right at any time after receipt of your order to accept or decline your order for any reason. Sontiq further reserves the right any time after receipt of your order, without prior notice to you, to supply less



than the quantity you ordered of any item. Your order will be deemed accepted by Sontiq after you sign-up and accept this Agreement. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with Sontiq is effective until you receive a confirmation from Sontiq via email or the Site. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

### **No Responsibility to Sell Mispriced Products or Services**

We do our best to describe every item, product or service offered on this Site as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Site is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, Sontiq shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply.

### **Modification to Prices or Billing Terms**

The purchase of products and services on the Site is subject to availability. PRODUCTS AND SERVICES DISPLAYED ON THE SITE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. SONTIQ RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

### **3. Site and Content Use Restrictions**

You may not use the Site or any Content in a manner which is prohibited by this Agreement. All rights not expressly granted to you are reserved by Sontiq and its licensors and other third parties.

**A. Site Use Restrictions.** You agree that you will not: (i) aside from your purchase of goods or services offered for sale by Sontiq or its affiliates, use the Site for any political or commercial purpose; (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Site that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Sontiq; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Site source or object code or any software or other products, services, or processes accessible through any portion of the Site; (v) engage in any activity that interferes with your access to the Site or the proper operation of the Site, or otherwise causes harm to the Site, Sontiq, or other users of the Site; (vi) interfere with or circumvent any security feature of the Site or any feature that

restricts or enforces limitations on use of or access to the Site, the Content, or the User-Generated Content (defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Site, including e-mail addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Site, other computer systems or networks connected to the Site, through password mining or any other means; (ix) forge headers, create a false identity or otherwise manipulate identifiers in order to deceive others or disguise the origin of any Content transmitted to or via the Site; (x) use the Site to solicit others to join or become members of any other commercial online service or other organizations or (xi) otherwise violate this Agreement or any Additional Terms.

**B. Content Use Restrictions.** You also agree that, in using the Site: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Site by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by this Agreement or any Additional Terms or with the prior written consent of an officer of Sontiq or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

#### 4. Disclaimer or Warranties

OUR SITE, INCLUDING ALL CONTENT, MEMBERSHIPS, MEMBERSHIP PACKAGES, SUBSCRIPTIONS, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, IS PROVIDED TO YOU "AS IS". EXCEPT TO THE EXTENT EXPRESSLY STATED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER SONTIQ NOR ITS PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE OR THE USE THEREOF IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, FREEDOM FROM COMPUTER VIRUS OR OTHERWISE OR AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; THAT YOU WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES; THAT OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES WILL BE ERROR FREE; THAT DEFECTS WILL BE CORRECTED, THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THERE WILL BE NO UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION. IN ADDITION, EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT UNDER THE SECTION ENTITLED "LIMITED WARRANTY", SONTIQ AND ITS PARTNERS EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, AS TO TITLE,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK.

## 5. Limitation of Liability

THE ENTIRE RISK ARISING OUT OF THE USE OF THE SITE, THE USE OF ANY PRODUCTS AND/OR SERVICES OFFERED ON OR IN CONNECTION WITH THE SITE AND/OR THE USE OF ANY CONTENT REMAINS WITH YOU. BY USING OUR SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER SONTIQ NOR ITS PARTNERS HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

IN NO EVENT SHALL SONTIQ BE LIABLE FOR ANY LOSS OR DAMAGES ARISING OUT OF SONTIQ'S PERFORMANCE OR NON-PERFORMANCE OF ITS SERVICES OR ANY DELAY IN PROVIDING SERVICES NOR SHALL SONTIQ HAVE ANY ADDITIONAL LIABILITY TO YOU EXCEPT AS STATED HEREIN.

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

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE LIABILITY OF SONTIQ EXCEED THE FEES YOU PAID FOR THE SERVICES IN THE PRECEDING TWELVE (12) MONTHS.

## 6. Indemnification

You agree to, and you hereby, defend, indemnify, and hold Sontiq harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against Sontiq, arising out of or in connection with: (i) your use of the Site and your activities in connection with

the Site; or (ii) your breach or alleged breach of this Agreement or any Additional Terms; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Site or your activities in connection with the Site; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) Sontiq's use of the information that you submit to us (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Sontiq in the defense of any Claim and Losses. Notwithstanding the foregoing, Sontiq retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. Sontiq reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Sontiq.

## **7. Identity Theft Insurance & Restoration Services**

The identity theft insurance benefit for members is underwritten and administered by any one of the following insurance carriers depending upon your program: AIG®, Assurant, or Hamilton Insurance DAC and/or its affiliates. Coverage is provided under a master group policy issued in the name of Sontiq, Inc. for the benefit of members. A summary of the terms of coverage are set forth on your account dashboard under the "Support" tab. Details identifying your applicable insurance carrier and other policy information can be found there. The complete policy is available from Sontiq on request. Sontiq's insurance carrier administers all claims and Sontiq shall have no responsibility with respect to such identify theft benefit. Restoration services are provided by Sontiq.

## **8. Registration and Accurate Information**

If you decide to register on our Site, become a member of one of our membership programs, purchase our products or services or participate in our partner programs, contests or surveys, you may be required to register, provide personal information, and select a username and password. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Site using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates this Agreement, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

While Sontiq takes reasonable measures to safeguard and to protect unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express or implied, that we will prevent unauthorized access to your private information.

## **9. Free Access to the Credit File Information held by the Credit Bureaus**

### **Notice regarding Access for U.S. users under Fair Credit Reporting Act (FCRA)**

The FCRA allows you to obtain from each credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit report you are requesting from Sontiq is not intended to constitute the disclosure of information by Experian, Equifax, and/or TransUnion as required by the FCRA or similar laws.

The FCRA provides that you may dispute inaccurate or incomplete information in your credit report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM SONTIQ IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE (3) NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

The FCRA allows you to obtain a free disclosure from every national credit reporting agency of the nature and substance of all information in your file at the time of the request. You may request your free annual report under the FCRA, at [www.annualcreditreport.com](http://www.annualcreditreport.com)

In addition, the FCRA allows you to obtain a copy of all of the information in your consumer credit file from consumer reporting agencies for a reasonable charge.

You are also entitled to receive a disclosure free of charge directly from the consumer reporting agency under the following circumstances:

- You have been denied credit, insurance or employment within the past sixty (60) days as a result of your credit report.
- You certify in writing that you are unemployed and intend to apply for employment in the sixty (60)-day period beginning on the date on which you made the certification.
- You are a recipient of public welfare assistance.

- You have reason to believe that your file at the credit reporting agency contains inaccurate information due to fraud.

The FCRA permits you to dispute inaccurate or incomplete information in your credit file. Accurate information cannot be changed.

You do not have to purchase your credit report or other information from Sontiq to dispute inaccurate or incomplete information in your Experian, Equifax and/or TransUnion file or to receive a copy of your Experian, Equifax and/or TransUnion file.

If you reside in the States of Colorado, Maine, Massachusetts, Maryland, New Jersey, Puerto Rico or Vermont you may receive a free copy of your consumer credit report once per year and if you are a resident of the State of Georgia you may receive two (2) copies per year.

Click [here](#) for a full text of your summary of rights under the FCRA.

**[Notice regarding Access for Canadian users by the Financial Consumer Agency of Canada](#)**

Canadian law and rights enforced by the [Financial Consumer Agency of Canada](#) allow you to obtain from each of the two major Canadian credit bureaus, a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit bureau must be obtained directly from such bureau. The credit report you are requesting from Sontiq is not intended to constitute the disclosure of information by Equifax Canada and/or TransUnion Canada as required by Canadian laws, Fair Information Practices, or the rights enforced by the Financial Consumer Agency of Canada.

Canadian law provides that you may dispute inaccurate or incomplete information in your credit report and regarding data held about you by other entities. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM SONTIQ IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX CANADA AND/OR TRANSUNION CANADA.**

The Financial Consumer Agency of Canada allows you to obtain a free disclosure from both of the national credit bureaus of the nature and substance of all information in your file at the time of the request. Note that Equifax Canada refers to your credit report as "credit file disclosure" while TransUnion Canada refers to your credit report as "consumer disclosure".

***You may request your free annual report:***

***By mail or fax***

- Make your request in writing using the forms provided by [Equifax](#) and [TransUnion](#)
- Provide copies of two pieces of acceptable identification, such as a driver's license or passport
- You must receive your credit report by mail

### By telephone

- Call the credit bureau and follow the instructions
  - Equifax Canada  
Tel: 1-800-465-7166
  - TransUnion Canada  
Tel: 1-800-663-9980 (except Quebec)  
Tel: 1-877-713-3393 (Quebec residents)
- Confirm your identity by answering a series of personal and financial questions
- You may also need to provide your Social Insurance Number and/or a credit card number to confirm your identity
- You must receive your credit report by mail

### By accessing online

You may pay a fee to order your credit report online if you want to see it right away. TransUnion allows you to order your credit report online once a month for free.

Canadian law permits you to dispute inaccurate or incomplete information in your credit file. Accurate information cannot be changed.

You do not have to purchase your credit report or other information from Sontiq to dispute inaccurate or incomplete information in your Equifax Canada and/or TransUnion Canada file or to receive a copy of your Equifax Canada and/or TransUnion Canada file.

Click [here](#) for a full text and explanation of rights provided by the Financial Consumer Agency of Canada.

## 10. Feedback You Submit

A. **General.** Sontiq may now or in the future offer users of the Site the opportunity to post, upload, display, publish, distribute, transmit or otherwise make available on or submit through the Site, messages, text, files, comments, responses, information, content, results, ratings, reviews, suggestions, data, questions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User-Generated Content"). Sontiq may allow you to do this through contact us, email, and other communications functionality. Subject to the rights and license you grant in this Agreement, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

B. **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Site's posted [Privacy Notice](#) or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (b) Sontiq does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Sontiq's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with this Agreement or any Additional Terms. You

acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk. In your communications with Sontiq, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for software, apps, books, websites, products, services or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Site are deemed User-Generated Content and licensed to us as set forth below. In addition, Sontiq retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Sontiq's receipt of your Unsolicited Ideas and Materials is not an admission by Sontiq of their novelty, priority, or originality, and it does not impair Sontiq's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

**C. License to Sontiq of Your User-Generated Content.** Except as otherwise described in any applicable Additional Terms, which specifically govern the submission of your User-Generated Content), you hereby grant to Sontiq, and you agree to grant to Sontiq, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Sontiq to your User-Generated Content, you also hereby grant to Sontiq, and agree to grant to Sontiq, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 10(C).

## 11. Links By You to the Site

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Site, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Sontiq or cause any other confusion, and (c) the links and the content on your website do not portray Sontiq or its products or services in a false, misleading, derogatory, or otherwise offensive



matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Sontiq.

## 12. Dispute Resolution and Class Action Waiver

### PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS

A. Disputes Subject to Arbitration. Sontiq and the member agree to arbitrate all disputes and claims between and among them, including, but not limited to:

1. claims arising out of or relating to any aspect of the relationship between Sontiq and the member, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
2. claims that arose before this or any prior agreement between Sontiq and the member (including, but not limited to, claims relating to advertising or disclosures of Sontiq); and
3. claims that may arise after the termination of the Agreement.

Notwithstanding the foregoing, Sontiq and member may bring an individual action in small claims court, provided that it seeks relief that does not affect other members or customers of Sontiq.

Any dispute as to the arbitrability of claims or the scope or enforceability of this arbitration provision, or as to the interpretation of Section 12(B) below, is for the court to decide. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section of the Agreement. This arbitration provision contained in this Section of the Agreement shall survive termination of the agreement between us.

B. Starting the Dispute-Resolution Process. A party (i.e., Sontiq or the member) who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Dispute Notice"). The Notice to Sontiq should be sent to the address provided in Section 14 of this Agreement. The Dispute Notice must: (i) provide the member's mailing address, phone number, and account name (if any); (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought ("Demand"). Thereafter, Sontiq and the member shall confer in good faith to attempt to resolve the claim or dispute. If Sontiq and the member do not reach an agreement to resolve the claim or dispute within forty-five (45) days after the Dispute Notice is received, the member or Sontiq may commence an arbitration proceeding with the Judicial Arbitration and Mediation Services Inc. ("JAMS").

C. Costs of Arbitration. Sontiq will pay all JAMS filing, administration, and arbitrator fees for any arbitration we initiate. The payment of those fees for any arbitration that the member initiates will be governed by the JAMS' streamlined Arbitration Rules and Procedures. However, if you initiate an arbitration in accordance with the notice requirements of Section 12(B) and are seeking relief valued at \$500US or less (both to the member and Sontiq), Sontiq will pay all JAMS filing, administration, and arbitrator fees. If the member's claim is for greater than \$500US but less than \$10,000US, Sontiq will pay all such fees in excess of \$20US. After Sontiq receives a notice that the

member has commenced an arbitration, Sontiq will promptly reimburse the member for any portion of the filing fee that the member paid that Sontiq has agreed to pay.

If the arbitrator finds that either the substance of the member's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all JAMS filing, administration, and arbitrator fees shall be governed by the JAMS Rules, and the member agrees to reimburse Sontiq for any amounts it paid on to JAMS on the member's behalf.

**D. Arbitration Procedures.** The arbitrator shall be bound by the terms of this arbitration provision. The arbitration will be governed by the JAMS' streamlined Arbitration Rules and Procedures (collectively, "JAMS Rules"), as modified by this arbitration provision. JAMS shall administer the arbitration. If JAMS is unavailable, the arbitration will be administered by another arbitration provider that the parties agree to or that the court selects.

Unless Sontiq and the member otherwise agree, any arbitration hearings will take place in the county (or parish) of the member's residence at the time of the filing of the Demand with JAMS. If the member brings a claim for \$10,000US or less, we agree that the member 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 JAMS Rules. If the member's claim exceeds \$10,000US, the right to a hearing will be determined by the JAMS Rules.

Arbitrators shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law.

Unless the parties agree otherwise, Sontiq and the member must bring all directly related claims in a single arbitration proceeding. If Sontiq or the member later initiate a subsequent arbitration asserting claims that are directly related to ones that were raised in a prior arbitration between the same parties, JAMS or the arbitrator shall either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing; or (ii) dismiss any claims raised in the subsequent arbitration that would be barred by applicable law if brought in court.

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. Although under some laws Sontiq may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Sontiq agrees that it will not seek such an award unless the member is represented by an attorney and the arbitrator has determined that the member's claim is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)).

**E. Prohibition of Class or Representative Actions and Non-Individualized Relief.** Sontiq AND THE MEMBER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both Sontiq and the member agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. The arbitrator may award any relief that a court could award,

so long as the relief is individualized to the claimant and would not affect other Sontiq members or customers. Neither Sontiq nor the member may seek non-individualized relief that would affect other Sontiq members or customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

**F. Future Changes to Agreement to Arbitrate.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Sontiq makes any future change to this arbitration provision (other than a change to the address in the Notice Section, website links, or telephone numbers outlined in this Agreement), any such changes will not affect disputes that arose before the effective date of the change.

### 13. Updates to Agreement

THIS AGREEMENT AND CONDITIONS UNDER WHICH WE OFFER THE SITE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SITE UNDER THE AGREEMENT OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SITE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE AGREEMENT AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER AGREEMENTS BY POSTING THEM ON THE SITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SITE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER AGREEMENT FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms of Use and any applicable Additional Terms each time you use the Site. The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Agreement (and any applicable Additional Terms) that applied when you previously used the Site will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or Additional Terms by discontinuing use of the Site and related services.

### 14. Notices

You should send any notices or other communications regarding our Site, your membership, products or services to Sontiq, Inc., 9920 Franklin Square Drive, Suite 250, Nottingham, MD, 21236, USA.

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you wish to update your registration information, please log in to your account or:

- If a U.S. resident contact Customer Service at [\(888\) 676-6847](tel:8886766847).

- If a Canadian resident contact Customer Service at [\(866\) 272-1223](tel:8662721223).
- If you are a resident of a country outside of the U.S. and Canada, you can contact Customer Service by calling us at: +1([866\) 205-5983](tel:8662055983) or via email to: [customersupport@sontiq.com](mailto:customersupport@sontiq.com).

## 15. Miscellaneous

A. **Applicable Law.** This Agreement will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions.

B. **Relationship of the Parties.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sontiq as a result of this Agreement, our Privacy Notice or any use of the Site.

C. **Operation of Site; Availability of Products and Services; International Issues.** Sontiq controls and operates the Site from its U.S.-based offices in the U.S.A. The Site may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right, without any limitation, to: (i) investigate any suspected breaches of the Site's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of this Agreement and any Additional Terms; (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of this Agreement and any Additional Terms. We reserve the right to limit the availability of the Site and/or the provision of any content, program, product, service, or other feature described or available on the Site to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, Site, or other feature that we provide. You and we disclaim any application to this Agreement of the Convention on Contracts for the International Sale of Goods. You may not use or export the any software or materials made available on the Site in violation of U.S. export laws and regulations.

D. **Severability; Interpretation.** If any provision of this Agreement, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from this Agreement or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement or the Additional Terms (which will remain in full force and effect). Section headings are provided for convenience only and shall not limit the full Agreement.

E. **Termination; Survival.** Sontiq reserves the right to discontinue the Site, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Upon suspension or termination of your access to the Site, or upon notice from Sontiq, all rights granted to you under this Agreement or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of this Agreement and any Additional Terms, which by their nature should survive your suspension or termination will survive, including

the rights and licenses you grant to Sontiq in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

F. **Assignment.** Sontiq may assign its rights and obligations under this Agreement and any Additional Terms, in whole or in part, to any party at any time without any notice. This Agreement and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Sontiq.

G. **No Waiver.** Except as expressly set forth in this Agreement or any Additional Terms, (i) no failure or delay by you or Sontiq in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of this Agreement or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

H. **Entire Agreement.** This Agreement and our Privacy Notice constitute the entire agreement between you and Sontiq with respect to the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Sontiq with respect to the Site.

## 16. Terms Applicable For Accessing The App Through An Apple Device

If you are accessing or using the Sontiq App through a Device manufactured and/or sold by Apple, Inc. ("Apple", with such a device herein referenced as an "Apple Device"):

(i) To the extent that you are accessing the App through an Apple Device, you acknowledge that this Agreement is entered into between you and Sontiq and, that Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below.

(ii) The license granted to you in Section 1 of this Agreement is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the App.

(iii) You acknowledge that Sontiq, and not Apple, is responsible for providing the App and Content thereof.

(iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the App.

(v) To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.

(vi) Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and Sontiq, Sontiq and not Apple is responsible for addressing any claims you may have relating to the App, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App fails to conform

to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(vii) Further, you agree that if the App, or your possession and use of the App, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

(ix) When using the App, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the App.

(x) 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.