TERMS AND CONDITIONS OF GENERALI GLOBAL ASSISTANCE IDENTITY PROTECTION PRODUCTS

This website (the “Site”) is owned and/or operated by Generali Global Assistance, Inc. (“GGA”) and is subject to the Terms of Service, Privacy Policy, and other legal notices posted on the Site, and these Terms and Conditions, which you should read before proceeding.

GGA provides the services listed below (“the Products”), which are part of GGA’s Identity Protection Program (“IDP”). The IDP Products are accessible through the GGA Identity Protection Portal (“IPP”) and the Products may only be used by you in accordance with these Terms and Conditions (the “Terms”).

Please refer to the plan details in your Account Details page to be aware of the Products that are included in your IDP.

These Terms set forth the terms and conditions applicable to your use of the IDP Products as a Member, meaning that by enrolling in the IDP Program or by using any of the IDP Products you as the Member agree to the Terms. By accessing the IPP, enrolling or attempting to enroll in the IDP, or using the Products you acknowledge and agree that these Terms are a legally binding contract between you and GGA. Any Member who does not agree to the Terms is not authorized to use the Products.

By enrolling in the IDP Program and/or by using any of the IDP Products you as the Member, represent and warrant that the information provided to the IDP is true and correct to the best of your or such Member’s knowledge and belief.

By enrolling in the IDP Program or by using any of the IDP Products, you as the Member hereby expressly and irrevocably agree that regardless of your place of legal residency or your physical location at the time the IDP Products are utilized, the IDP Program and the IDP Products are provided to Members subject exclusively to the privacy and ID protection laws, rules and regulations of the United States and the State of Maryland (the “Applicable Laws”). Other countries and jurisdictions may have privacy and ID protection laws (“Other Laws”) that provide greater or different protections than those provided by the Applicable Laws. To the extent you may lawfully do so, you as the Member hereby expressly and irrevocably waive the application of all Other Laws to these Terms and Conditions, the IDP Program and the IDP Products provided to you.

Some IDP Product features may be provided through authorized third party providers and may be subject to additional terms and conditions implemented by those authorized providers.

A. DEFINITIONS:

“Member” and “you” means an individual person who has purchased IDP and is duly enrolled in compliance with the terms of enrollment. A Member must be at least 18 years of age and a citizen or legal resident of the country indicated in the home address during enrollment.

“Program” means the combination of Products that is included in your IDP. Please refer to the plan details in your Account Details page to be aware of the Products that are included in your IDP.

“Effective Date” means the date when the Member enrolls in the IDP.
“Renewal Date” means each annual anniversary of the Effective Date.

B. PREVENTION AND DETECTION PRODUCT SERVICES

IMPORTANT NOTICE: AS AN IDP MEMBER YOU ARE ENTITLED TO RECEIVE ANY OF THE IDP SERVICES LISTED BELOW THAT ARE INCLUDED IN YOUR IDP PROGRAM MEMBERSHIP PLAN. IN ORDER TO USE SOME SERVICES INCLUDED IN YOUR IDP MEMBERSHIP YOU MUST FIRST ACTIVATE THE INDICATED SERVICES BY PROVIDING US OR OUR APPROVED THIRD PARTY SERVICE PROVIDERS WITH ADDITIONAL INFORMATION ABOUT YOURSELF. PROVIDING SUCH INFORMATION IS ENTIRELY OPTIONAL, BUT IF YOU CHOOSE NOT TO PROVIDE THE REQUESTED INFORMATION, SOME INCLUDED SERVICES WILL NOT BE AVAILABLE FOR YOU TO USE OR YOU MAY NOT BE ABLE TO RECEIVE ALL THE FEATURES OF INCLUDED SERVICES. ALL PERSONAL INFORMATION WE RECEIVE FROM YOU WILL BE TREATED AS CONFIDENTIAL AND WILL BE USED ONLY BY GGA AND ITS APPROVED SERVICE PROVIDERS TO HELP PROVIDE THE PRODUCT SERVICES YOU HAVE REQUESTED. FOR ADDITIONAL INFORMATION RELATING TO USE OF INFORMATION YOU PROVIDE IN CONNECTION WITH OUR PRODUCTS, PLEASE SEE OUR PRIVACY POLICY.

1. **24/7 Expertise**: GGA’s U.S. based Identity Theft resolution specialists and online resources are available 24/7 to educate you about how identity theft occurs as well as provide tips to help keep your identity safe.

2. **Identity Theft Protection Kit**: GGA will provide you with an identity theft protection kit that explains many forms of identity theft and provides prevention advice and resolution resources. The kit also contains sample affidavit form as well as sample letter templates for filing disputes in cases of identity theft or fraud.

3. **Preventative Education**: GGA will provide online resources and phone assistance via GGA’s Identity Theft Resolution center to educate you on how identity theft occurs as well as protective measures anyone can take to limit their risk.

4. **Online Identity Monitoring Dashboard (requires activation)**: We will provide an online monitoring dashboard to monitor your identity risk level, access Identity theft protection tips and respond to alerts from our online platform.

5. **Monthly risk alert/newsletter**: GGA will send you communications to keep you abreast of identity-related threats that are commonly faced by consumers in today’s world as well as the services & protections you could utilize through your identity theft protection program.

6. **Credit Monitoring, Report and Score (requires activation and available in select countries)**: GGA will provide you with access to your credit report and credit score and will monitor your credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in your name.

   6.1 Credit Monitoring Services:

   a. **Credit Monitoring–1 Bureau (requires activation and available in select countries)**: Our credit monitoring services track your credit report at TransUnion® and alerts you of any changes that could indicate fraud (e.g., new credit inquiries, an address change, or a new credit account
opened in our name). GGA will send alert notification emails anytime potentially unauthorized inquiries or suspicious activities on your credit file are detected so you can take immediate action to minimize damage. You will be able to view alert details, close out any legitimate activity, or flag reports that need immediate attention. If you cannot successfully enroll in Credit Monitoring, you will be notified via email.

b. **Credit Report and Score– 1 Bureau (requires activation and available in select countries):** You will receive 24/7 online access to your credit report and credit score at TransUnion® to view the factors that affect your credit score and ensure that your credit history is accurate.

c. **Monthly Credit Report and Score Refresh (requires activation and available in select countries):** We will keep regular tabs on updates to your credit score with our monthly credit report and score refresh (available on the first of every month).

d. **Credit Monitoring Alerts (requires activation and available in select countries):** You will receive an alert if any changes to your credit profile are detected, such as:

- New credit inquiries
- An address change
- New credit account opened in your name

e. Notifications are sent via email so you can take immediate action to minimize damage should the activity be unauthorized. This service allows you to view alert details, close out any legitimate activity, or flag reports that need immediate attention.

### 6.2 Credit Monitoring Services Conditions

a. **Eligibility:** Credit Monitoring is available to the Member who must be at least 18 years of age.

b. **Consent to Obtain Credit Information:** By enrolling in the Credit Monitoring service, you certify that the information you have provided in connection with your account is true and accurate. You agree that, by enrolling in Credit Monitoring, and each time you access your credit report or score, you are providing "written instructions" as set forth in the Fair Credit Reporting Act for TransUnion® to obtain your consumer credit report and score from a consumer reporting agency including but not limited to Experian®, TransUnion® and/or Equifax®. You also agree that, by enrolling in Credit Monitoring, you are providing "written instructions" as set forth in the Fair Credit Reporting Act for GGA to obtain your consumer credit report and score from a consumer reporting agency including but not limited to Experian®, TransUnion® and/or Equifax®, solely for the purpose of (i) attempting to authenticate your identity in the event you cannot successfully enroll in Credit Monitoring through the online enrollment process on the IPP, or (ii) in the event you are the victim of identity theft. GGA does not store your credit report or score or share that information with third parties. *(TransUnion® is a registered trademark of TransUnion LLC., Experian® is a registered trademark of Experian Information Solutions, Inc. and Equifax® is a registered trademark of Equifax, Inc.)*

c. **Service only Available if We Can Match:** If Credit Monitoring cannot match you with a consumer report or is otherwise unable to obtain your score, you will not be able to use this service until such time as you have built a credit history or otherwise corrected the matching error that has prevented us from obtaining your credit.

d. **Communications:** You agree to receive in electronic form all other communications regarding Credit Monitoring services. As part of the Credit Monitoring service, we may send you alerts by email. You consent to receive these communications.
e. **Right To Receive A Free Credit Report From AnnualCreditReport.com**: Credit Monitoring provides access to your credit score and related information. However, it’s important to know that, by law, you also have the right to free credit reports from AnnualCreditReport.com or by calling 877-322-8228, which is the authorized source under Federal Law for free credit reports. By law, you may obtain one free credit report from each of the three national credit reporting agencies (Experian, Equifax, and TransUnion) during any twelve-month period. For more information, go to: consumerfinance.gov.

f. **Termination**: We may terminate your access to Credit Monitoring at any time and for any reason without notice. If you close your account or your account charges off, we will terminate your access to Credit Monitoring.

7. **IDENTITY MONITORING SERVICES**

7.1 **Identity Monitoring** (requires activation to access your alerts): You will receive access to Identity Monitoring ("Identity Monitoring"). Through our authorized provider, GGA provides internet searches to detect compromised credentials and potentially damaging use of your personal information, and alert you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Examples of types of alerts include:

a. **Detect Pre-Existing Conditions**: The identity monitoring service conducts a look-back, searching potentially compromised data to attempt to identify previously unknown incidents of identity theft.

b. **High Risk Transactions**: This service monitors your high-risk transactions with more than 300 of the nation’s largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

   - Credit cards
   - Bank accounts
   - Brokerage accounts
   - Healthcare portals
   - Workplace intranets
   - Other services (e.g. peer-to-peer fund transfers)

c. **Compromised credentials**: This service monitors your online credentials on sources such as hacker dump sites, the black market, hacktivist forums, file sharing portals, botnet exfiltration, data leaks and malware logs. If your username, email address, or passwords are found within a corporate data breach, on malicious third party botnets, or in criminal forums, we will alert you.

d. **Internet Black Market Surveillance**: This service monitors the underground economy to uncover exposed, sensitive information to determine if your personal identifying information appears. Additionally, you will be notified of upcoming expirations associated with information you enter for monitoring. Monitored data includes:

   - Social Security, Social Insurance or National Identification number (as applicable)
   - Email addresses
   - Date of birth
• Debit/credit cards
• Bank account numbers
• Web logins
• Medical Insurance cards
• Drivers’ license
• Loyalty cards
• Affinity cards
• Passport number
• Vehicle Insurance cards

e. Identity Monitoring Alerts: Identity monitoring alerts are sent via email when pieces of your identity are detected under suspicious circumstances so that you can take immediate action to minimize damage. When you log in, you can view alert details, close out any unwarranted alerts, or flag the ones that need immediate attention.

f. Payday loan Monitoring: This service monitors for payday loan fraud, which is when a thief uses your identity to illegally obtain a payday loan, racking up debt in your name.

g. Telecom Monitoring: This service, this service monitors for wireless, Voice Over Internet Protocol (“VOIP”), landline or prepaid mobile accounts newly opened and activated using your information.

h. URL and Domain Monitoring: URL and Domain monitoring allows you to enter up to 10 domain or url names related to your small business. This service will monitor the domain and url names for any compromised email addresses associated with the domain or url names and if compromised email addresses are found in a data breach, this service will alert you via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

C. IDENTITY THEFT RESOLUTION PRODUCT SERVICES:

If you experience an identity theft incident (“Identity Theft”) our Identity Theft Resolution services can help. Upon notification of an Identity Theft of a Member and receipt of a duly completed and executed authorization form from the Member, we treat each Identity Theft as an emergency and will perform any or all of the following steps necessary to attempt to undo or prevent further damage to you:

1. 24/7/365 US Based Certified Identity Theft Resolution Specialists: Our team of Identity Theft Resolution Specialists is available 24/7 year-round to help resolve your Identity Theft incident and prevent further damage. Our Resolution Specialists have both Federal Credit Reporting Act (FCRA) and Certified Identity Theft Risk Management Specialist (CITRMS®) certifications.

2. Translation Services: We’ll translate when necessary, such as when you’re overseas and need help communicating with the local authorities in order to file a report of an Identity Theft incident. It is the responsibility of the Member to pay for any cost associated with the translation services.

3. Attempted Resolution: A representative of our company will perform the necessary tasks to attempt an identity resolution for you or a loved one on your plan (after a police report, limited power of attorney, and identity theft affidavit are completed and submitted).

4. ID Theft Affidavit Assistance and Submission: If your identity has been compromised, we’ll provide you with a pre-populated identity theft affidavit to dispute any fraudulent claims or activity. After
assisting with its completion, we will submit it to the authorities, credit bureaus and creditors on your behalf.

5. **Creditor Notification, Dispute and Follow-Up:** In those countries where available, we’ll contact your creditors’ fraud departments with separate itemized account statements to dispute each fraudulent occurrence. We will also continue to follow-up until each matter has been properly handled keeping you notified throughout the process with a status report on a regular basis.

6. **Inform Police/Legal Authorities:** We’ll assist you in reporting the fraudulent activity to the local authorities and we will forward a report of the fraudulent activity to creditors.

7. **Locate Authorities Nearby:** When you are away from home, we will assist in locating local authorities for you to report any incidents of fraudulent activity.

8. **Lost Wallet Assistance:** We’ll assist with notifying the appropriate bank or issuing authority to assist you in canceling or replacing stolen or missing items such as credit/debit card, driver’s license, Social Security card, or passport.

9. **Medical Identity Theft Assistance:** In those countries where available, we will, in the event you become the victim of medical identity theft, provide help with fraudulent medical claims placed in your name and medical care that was received fraudulently by another individual in your name. We will help you to ensure that healthcare, insurance claims and medical records are corrected and we will involve our in-house medical staff if necessary. If your identity is fraudulently used to obtain medical services and treatment, we’ll work with your healthcare providers and insurers to attempt to resolve the issues, ensuring that your claims and medical records are corrected. We will involve our in-house medical staff if necessary.

**D. CANCELLATION POLICY:**

The IDP membership may be cancelled by the Member. To cancel your IDP Program, please contact GGA, details provided in the upper right hand side area of the IDP website. Cancellation is effective immediately upon receipt of the telephonic or written request from the Member (the “Cancellation Date”).

**E. TERM:**

The program is effective on the day of sale (the “Effective Date”) and is active for one year or as long as you remain an eligible Mastercard cardholder and while the program is in effect. Thereafter, on each anniversary of the Effective Date (each a “Renewal Date”), the IDP will renew automatically for additional one (1) year terms unless the Primary Member gives notice of his or her intention not to renew or if the Primary Member is no longer an eligible Mastercard cardholder or the program is no longer in effect.

**H. RENEWAL TERM:**

After the Initial Term, the program renews automatically for additional one (1) year terms unless the Member gives notice of his or her intention not to renew before the Renewal Date or if the Primary Member is no longer an eligible Mastercard cardholder or the program is no longer in effect. GGA will
send a renewal notice to the Member one month prior to the Renewal Date to inform him or her that the IDP membership will automatically renew.

I. LIMIT OF LIABILITY:

By enrolling in the IDP program and/or by using any of the services, you, Member agree that the total and exclusive liability of GGA and its employees, officers, directors, attorneys, agents, assigns and third-party contractors (the “GGA Parties”) to you for any claims, demands or damages relating to or arising out of IDP, the provision of services or any failure to provide services, shall be limited to the refund of the amount paid to GGA by you for the IDP program (“Limit of Damages”). You, as Member agree to indemnify and hold the GGA Parties harmless for all damages, costs and expenses, including reasonable attorneys’ fees and costs, incurred by GGA in or relating to any legal proceeding brought by or on behalf of you or any Member for any claim, demand or damages in excess of the Limit of Damages. To the maximum extent permitted by law, notwithstanding any other provision of these Terms and Conditions, in no event shall GGA be liable to you or to any Member for any exemplary or punitive damages, any remote or consequential damages or any damages not arising directly and proximately from the provision of services, regardless or whether or not such damages were reasonably foreseeable by GGA at the time of the provision of services or the Member’s enrollment in the IDP program.

J. LIMITATIONS AND EXCLUSIONS:

1. Identity Theft(s) discovered by Members prior to enrollment in the IDP program are not eligible for services nor for insurance.

2. GGA does not guarantee that its intervention on behalf of the Member duly enrolled in the IDP will result in a particular outcome or that its efforts on behalf of the Member will lead to a result satisfactory to the Member.

3. GGA provides its Translation and Lost Wallet Assistance services in all countries of the world. However, GGA may determine that services cannot be provided in certain countries or locales because of situations such as war, natural disaster, political instability or regulatory restrictions. GGA will attempt to assist a Member consistent with the limitations presented by the prevailing situation in the area.

4. GGA shall not be responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to labor disturbance and strike, rebellion, riot, civil commotion, war, terrorism, or uprising, nuclear accidents, natural disasters, acts of God or where rendering services is prohibited by local law or regulations.

5. Unless otherwise indicated, all credit scores furnished with our Products are TransUnion® Credit Scores. By this, we mean that all credit scores are prepared by TransUnion and make use of the TransUnion® VantageScore®3.0, which is a proprietary credit model developed by TransUnion®. Although the TransUnion® VantageScore® 3.0 is sometimes used by lenders, it is unlikely that your particular lender will use the TransUnion VantageScore®3.0. When prepared and delivered to you as part of the IDP, the TransUnion® VantageScore® 3.0 is provided solely to help you understand how lenders may evaluate your overall credit risk. Therefore, nothing in any of our Products is an endorsement or a determination of any person’s qualification for a loan, or any other extension of credit.
6. Your use of the TransUnion® Credit Scores is subject at all times to all TransUnion terms and conditions, restrictions, and disclaimers. GGA assumes no responsibility of any kind for the completeness or accuracy of any TransUnion® Credit Score. GGA does not represent that the TransUnion® VantageScore® 3.0 is identical or similar to any other credit score or score model.

7. In the case of the TransUnion® VantageScore 3.0®, refer to TransUnion’s Terms of Use at click here.

8. MANY GOVERNMENT RECORDS ARE AVAILABLE FREE OR AT A NOMINAL COST FROM CERTAIN GOVERNMENT AGENCIES. IN ADDITION, CREDIT REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CREDIT RECORD UPON REQUEST AT NO CHARGE OR FOR A NOMINAL FEE. NONE OF THE PRODUCTS OFFERED THROUGH THIS SITE ARE INTENDED AS A SUBSTITUTE FOR THE CONSUMER CREDIT INFORMATION THAT MAY BE AVAILABLE TO YOU WITHOUT CHARGE. PRIOR TO PURCHASING ANY PRODUCT, YOU SHOULD VISIT WWW.ANNUALCREDITREPORT.COM FOR FURTHER DETAILS REGARDING YOUR RIGHT TO OBTAIN A COPY OF YOUR CONSUMER CREDIT FILE.

9. EXCEPT FOR EXPRESS WARRANTIES, IF ANY, STATED IN THESE TERMS AND CONDITIONS, ANY SOFTWARE USED OR SERVICES PROVIDED IN CONNECTION WITH THE IDP AND ASSOCIATED PRODUCTS, IS PROVIDED “AS IS,” WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU, THE USER. IN ADDITION, GGA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SUITABILITY FOR YOUR INTENDED PURPOSES.

10. Note: some creditors may require the Member to provide their authorization over the telephone before our Resolution Specialists can begin to work with the creditor directly in resolving an identity theft case.

K. GOVERNING LAW AND JURISDICTION:

These Terms shall be deemed to be made in the State of Maryland and shall in all respects be interpreted, construed and governed by and in accordance with its laws without application of conflicts of law provisions. For any disputes arising out of the Terms, the parties irrevocably submit to the jurisdiction of the local and federal courts of the State of Maryland, which shall serve as the exclusive forum for the purposes of any suit, action or other proceeding, except for a suit by GGA seeking injunctive relief, which GGA may pursue in any appropriate forum.