

# CREDITSECURE® TERMS AND CONDITIONS

**Effective April 1, 2015**

These terms and conditions (the "Terms") govern the use of the CreditSecure® product ("CreditSecure®") provided by American Express Travel Related Services Company, Inc. ("American Express").

## OVERVIEW OF SERVICES

Key services provided by CreditSecure® are summarized in the following table. These and additional services are more fully explained in the *CreditSecure® Services* section below.

There are two types of CreditSecure®: online and offline. Your services will differ depending on which type you have. In addition, online enrollees primarily receive services through the internet and by email. Offline enrollees receive services through the mail.

SERVICES	ONLINE ENROLLEES	OFFLINE ENROLLEES
Credit Reports	May request credit reports from each of Experian®, Equifax® and TransUnion® (collectively the "3 Major Bureaus") twice every 30 days	Credit reports from each of the 3 Major Bureaus sent by mail yearly with quarterly updates
PLUS Scores*	PLUS Scores calculated when credit reports are requested, based on information from each of the 3 Major Bureaus	PLUS Scores calculated based on information from each of the 3 Major Bureaus sent by mail yearly
Credit Monitoring	Daily monitoring of credit reports from each of the 3 Major Bureaus	Daily monitoring of credit reports from each of the 3 Major Bureaus
Credit Report Alerts	Email alerts of key changes in any of your reports	Mailed alerts of key changes in any of your reports
Fraud Resolution Representative	Toll-free fraud resolution representatives can be reached by dialing 1-866-617-1893	Toll-free fraud resolution representatives can be reached by dialing 1-866-617-1893

\* The PLUS Score® is a number that is designed to represent your overall credit risk. You should receive three PLUS Scores. Each PLUS Score® is a credit score calculated based on information in the individual credit report provided by one of the 3 Major Bureaus. PLUS Scores range from 330 to 830 with a higher score indicating lower credit risk. While PLUS Scores may approximate credit scores used by lenders, PLUS Scores are not used by lenders and your PLUS Scores may not match credit scores actually used by lenders. Thus, you should not rely only on PLUS Scores to understand how lenders will view your creditworthiness. Lenders use several different credit scoring models. The information in your credit reports is subject to change as the bureaus obtain and update your credit information. Therefore, your PLUS Scores may differ each time they are calculated.

## PURCHASE AND BILLING

This Product is Optional:	CreditSecure® is an <b>optional</b> fee product. Whether or not you purchase CreditSecure® will not affect the terms of any existing credit agreement or any application for credit you may have with American Express or its affiliates.
Billing Options:	There are 2 billing options for CreditSecure®: monthly and annual. Upon your purchase, your first CreditSecure® fee will be billed to your American Express Card account at about the time you receive your welcome kit or email.
Purchase Date:	Your welcome kit or email contains the Summary of Key Benefits, which will confirm the date of your purchase (the "Purchase Date"). All of your benefits become active on the Purchase Date.

If You Choose Monthly Billing:	<p>All new customers who choose monthly billing are eligible to purchase the first 30 days of service for \$1. You may be eligible if you have not previously purchased any CreditSecure® product. If you are not eligible, you will be billed \$14.99 for the first 30 days of service.</p> <p>Thereafter, you will be billed \$14.99 per month. Your purchase will automatically renew each month until you cancel or we terminate your enrollment. Billing will be made to your American Express Card account.</p> <p>Sales tax may be added where applicable on all charges.</p>
If You Choose Annual Billing:	<p>If you have the annual billing option, you will be billed \$143.99 annually. Your purchase will automatically renew each year until you cancel or we terminate your enrollment. Billing will be made to your American Express Card account.</p> <p>Sales tax may be added where applicable on all charges.</p>
Billing Authorization:	<p>By purchasing CreditSecure® you authorize us to bill your American Express Card account each month (for monthly billing) or year (for annual billing) for your fee. You authorize such billing until you cancel or we terminate your enrollment. American Express, in its sole discretion, may change the fee with 30 days advance notice. Notice will be sent by mail or email to the most recent address or email address you have provided.</p>
Effective Period:	<p>Your purchase is effective for the period covered by your monthly or annual fee, as the case may be. Your enrollment will continue until cancelled.</p>

## CANCELLATION AND REFUNDS

Cancellation:	<p>You can cancel your enrollment at any time by calling 1-866-617-1893, or by writing to:</p> <p>CreditSecure® c/o ConsumerInfo.com, Inc. PO Box 1459 Allen, TX 75013</p> <p>American Express may cancel your enrollment at any time and for any reason. If your enrollment is cancelled, we will attempt to notify you. In addition, we may cancel your enrollment as described below under "If We Cannot Reach You" and "If Unable to Obtain Data from the 3 Major Bureaus."</p>
Refund Policy:	<p>If your monthly enrollment is cancelled or terminated, you will not receive a refund. However, you will be able to use the product through the end of the monthly enrollment period. You will not be billed for additional months after cancellation.</p> <p>If your annual enrollment is cancelled or terminated, you will receive a prorated refund. You will no longer be eligible to use CreditSecure®.</p>
If We Cannot Reach You:	<p>You must keep your current address and/or email address on file with CreditSecure®. American Express is not responsible for non-delivery of services due to your failure to provide updated contact information.</p> <p>If your mail or email becomes undeliverable, we will attempt to contact you. If the issue cannot be resolved, your enrollment will be cancelled. In such cases we may suspend your billing from the time it was discovered that your mail or email was undeliverable, or you</p>

	may receive a refund.
If Unable to Obtain Data from the 3 Major Bureaus:	<p>In order to provide you with benefits, CreditSecure® relies on information provided by the 3 Major Bureaus. There may be times where it cannot obtain information from one or more of the bureaus. In these cases you may be unable to receive credit reports, monitoring and/or PLUS Scores.</p> <p>If we learn your credit reports or PLUS Scores are unavailable, billing will be suspended. You will be advised of any steps needed to resolve the issue. Should your reports or PLUS Scores remain unavailable, we will cancel your enrollment and attempt to contact you. If you are billed annually, you will receive a refund prorated back to the date we learned you were not receiving reports or PLUS Scores.</p> <p>If we learn your credit monitoring services are unavailable, we will cancel your enrollment and attempt to contact you. If you are billed annually, you will receive a refund prorated back to the date we learned you were not receiving credit monitoring.</p>

## CREDITSECURE® SERVICES

<p>CreditSecure® includes the services described below. Services are provided by a third-party service provider.</p> <p>There are two forms of CreditSecure®: online and offline. Your benefits will differ depending on which type of enrollment you have. Please review the summary chart that you receive with your welcome kit or email to see if you are an online or offline enrollee. Offline customers may convert to online customers by visiting <a href="http://www.americanexpress.com/CreditSecureonline">www.americanexpress.com/CreditSecureonline</a>.</p> <p>CreditSecure® is not a credit repair organization. It cannot act to improve your credit report, history or score. It also cannot resolve fraudulent activity on your credit reports. CreditSecure® cannot directly change accurate adverse information on your report. If you believe your credit report is inaccurate, you must notify the report's issuer.</p>	
Credit Reports and Updates:	<p>Online enrollees have online access to a report from each of the 3 Major Bureaus. A report can be requested twice every 30 days. You must go online at <a href="http://www.americanexpress.com/CreditSecurelogin">www.americanexpress.com/CreditSecurelogin</a> to request and access your reports. Reports will only be generated upon request and are not provided automatically.</p> <p>Offline enrollees receive a report by mail from each of the 3 Major Bureaus upon enrollment. They then receive reports from each bureau yearly with quarterly updates. These reports are provided automatically and do not need to be requested.</p> <p>By purchasing CreditSecure®, you authorize American Express, through its Provider (as defined below) to obtain, review, and monitor your credit reports from the 3 Major Bureaus for the purpose of providing CreditSecure®.</p> <p>Your credit reports can vary among bureaus. Some lenders report your credit history to only one or two bureaus. American Express is not responsible for the accuracy or contents of your reports. American Express is not responsible for your use of information provided in the reports.</p>
PLUS Scores:	<p>Online enrollees have online access to PLUS Scores from each of the 3 Major Bureaus. PLUS Scores are provided each time you request your credit report online. Scores will only be generated upon credit report requests and are not provided automatically.</p> <p>Offline enrollees receive PLUS Scores by mail from each of the 3 Major Bureaus upon enrollment. They then receive updated PLUS Scores yearly. These scores are provided</p>

	<p>automatically and do not need to be requested.</p> <p>The PLUS Score® is a number that is designed to represent your overall credit risk. You should receive three PLUS Scores. Each PLUS Score® is a credit score calculated based on information in the individual credit report provided by one of the 3 Major Bureaus. PLUS Scores range from 330 to 830 with a higher score indicating lower credit risk. While PLUS Scores may approximate credit scores used by lenders, PLUS Scores are not used by lenders and your PLUS Scores may not match credit scores actually used by lenders. Thus, you should not rely only on PLUS Scores to understand how lenders will view your creditworthiness. Lenders use several different credit scoring models.</p> <p>The information in your credit reports is subject to change as the bureaus obtain and update your credit information. Therefore, your PLUS Scores may differ each time they are calculated.</p>
Credit Monitoring and Alerts:	<p>CreditSecure® scans your credit reports on a daily basis. It will send you an alert if it finds potentially fraudulent items or key changes to your reports. Key changes could include:</p> <ul style="list-style-type: none"> <li>• Inquiries</li> <li>• Potentially negative information</li> <li>• Public records changes</li> <li>• New accounts opened in your name</li> <li>• Address changes</li> </ul> <p>To the extent possible, CreditSecure® will send alerts to offline customers by mail within 2 days of the key change being discovered. To the extent possible, it will send alerts to online customers by email within 24 hours of the key change being discovered.</p> <p>American Express is not responsible for the accuracy or contents of your credit monitoring or credit report alerts. American Express is not responsible for your use of any alerts. American Express is not responsible for any lack of alerts if your credit reports change.</p>
Fraud Resolution Assistance:	<p>If you receive an alert from CreditSecure® or for any reason think that you are a victim of fraud or identity theft, you can call 1-866-617-1893 and request to speak with a dedicated Fraud Resolution Specialist. The specialist may be able to assist you and can initiate phone calls to facilitate the resolution process. This may include conference calls with you and people/agencies that need to be contacted. The specialist can also provide further guidance and support.</p> <p>AMERICAN EXPRESS IS NOT OBLIGATED, NOR DOES IT PROMISE OR GUARANTEE THAT CREDITSECURE® WILL PROTECT YOU AND/OR YOUR INFORMATION FROM IDENTITY THEFT. THE PRODUCT IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. ASSISTANCE IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. CREDITSECURE®'S FRAUD RESOLUTION PRODUCTS DO NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE. AMERICAN EXPRESS DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES CREDITSECURE® MAY PERFORM ON YOUR BEHALF.</p>
Online Tools:	<p>Online enrollees have access to a number of additional tools available on the CreditSecure® website. These can be accessed at <a href="http://www.americanexpress.com/CreditSecurelogin">www.americanexpress.com/CreditSecurelogin</a> and include:</p> <ul style="list-style-type: none"> <li>• Your PLUS Score® history, tracked and graphed month-to-month</li> <li>• Access to articles on various credit education topics</li> </ul>

	<ul style="list-style-type: none"> <li>• Access to a PLUS Score simulator providing a look at the factors that impact your PLUS Scores</li> <li>• Financial calculators including debt, mortgage and budget calculators</li> </ul>
Identity Theft Insurance:	<p>CreditSecure® provides you access to identity theft insurance. The insurance covers reimbursable expenses resulting from fraudulent activity. This may include out-of-pocket fraudulent charges, costs of amending or rectifying records, up to \$1,500 per week in lost wages for up to five weeks, and investigative and legal costs.</p> <p>By law, issuers cannot hold you liable for more than \$50 in fraudulent charges on your credit cards. Issuers may choose to hold you liable for less than \$50 in fraudulent charges on your credit cards. Other maximum limitations may apply for fraudulent charges made on debit cards or similar products. Consult your card issuer's terms and conditions for details.</p> <p>CreditSecure® Fraud Resolution Specialists can provide insurance claim forms to you, although they cannot provide detailed insurance information. Please refer to the description of coverage attached to these Terms. Coverage is limited to an aggregate of \$1 million per policy period. The full terms, conditions and exclusions are set forth in the issued policy.</p> <p>The insurance policy is provided by subsidiaries or affiliates of American International Group, Inc. This policy may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in State Guaranty Funds. Insureds are therefore not protected by such funds.</p>
Lost Wallet Assistance:	<p>If your credit, debit or charge card is lost or stolen, call 1-866-617-1893. A CreditSecure® representative will call your card issuer with you on the phone line to help cancel and replace lost or stolen cards. This service requires that you remain on the phone for these calls. There may be times where an issuer will not permit us to remain on the line and you will have to complete the process without us.</p> <p>You may register your card information in advance with CreditSecure®, which will allow the information to be stored in case of need. Registration is not required to use the card cancellation and replacement service, but will make it easier to assist you if such service is needed. If you have not registered your cards in advance and need assistance, you will need to provide the name of your card issuer and any information required by your card issuer to cancel and replace cards.</p> <p>You can register or update your information by completing a Card and Document Registration form and mailing the form to CreditSecure® Card and Document Registration, PO Box 1459 Allen, TX 75013 or by faxing the form to (479) 573-7377. Online customers can also register or update information online at <a href="http://www.americanexpress.com/CreditSecurelogin">www.americanexpress.com/CreditSecurelogin</a>.</p> <p>Additionally you can register other document information, such as driver's license and passport numbers. If you register, CreditSecure® will have your information on record if these documents are ever lost or stolen. However, CreditSecure® only provides cancellation and replacement assistance for credit, debit and charge cards. While CreditSecure® cannot provide the same level of assistance for licenses or passports, a CreditSecure® representative can provide you with direction on where to seek such cancellation and replacement.</p> <p>If CreditSecure® assists you with lost or stolen cards, it may access Experian® data to help obtain a list of your cards. American Express is not responsible for the accuracy or contents of such data used for this purpose. American Express is not responsible for any failure by any card issuer to take any action requested by CreditSecure® on your behalf. American Express is not responsible for any actions taken or requested by the issuer.</p>

## KEY DISCLOSURES AND PRODUCT RESTRICTIONS

Third Party Providers:	<p>CreditSecure® may provide information obtained from one or more credit reporting agencies. American Express does not control and is not responsible for the information provided by any credit reporting agency.</p> <p>In order to make CreditSecure® available, American Express works with third-party service providers including, without limitation, ConsumerInfo.com Inc., an Experian company ("Provider"). American Express reserves the right to change Provider at any time.</p>
Conditions for Your Use of the Product:	<p>You agree to provide true, accurate and current information about yourself as prompted by the registration forms for CreditSecure®. By registering, you certify that you are eighteen (18) years of age or older.</p> <p>You may not use CreditSecure® for commercial purposes. You may not use or order CreditSecure® for anyone else. American Express cannot accept a joint purchase for two or more adults.</p> <p>You understand that by submitting your request to purchase CreditSecure®, you are providing "written instructions" in accordance with the Fair Credit Reporting Act ("FCRA"), for American Express and/or Provider to obtain information from your personal credit profile, including your credit reports, from the 3 Major Bureaus. You authorize American Express and Provider to use your social security number to access your personal credit profile to verify your identity and to provide the services.</p>
Modification of Terms:	<p>Except where stated otherwise, American Express, in its sole discretion, may modify these Terms. American Express will provide you with 30 days advance notice of changes to the Terms. Notice will be sent by mail or email to the most recent address or email address you have provided for CreditSecure®.</p> <p>Your continued use of CreditSecure® shall be deemed an acceptance of such modifications. If you do not agree with the modification in Terms, you may call to cancel your enrollment.</p>
Termination of Program:	<p>American Express, in its sole discretion, may suspend or terminate the CreditSecure® product or your enrollment in the product at any time and for any reason.</p>
No Representations or Warranties:	<p>CreditSecure® is provided on an "as is" and "as available" basis only. To the fullest extent permitted under applicable law, American Express does not make, and expressly disclaims, any representation or warranty of any kind, or that CreditSecure® is error free. You are solely responsible for any use you make of CreditSecure® or any action or decision you make based on it. Further, you agree that American Express will not be liable to you or any third party if American Express or Provider suspends or terminates your use of the product for any reason.</p>
Limitation of Liability:	<p>In no event shall American Express be liable for any incidental, consequential, direct, indirect, special, exemplary, punitive or similar damages arising from or related to your CreditSecure® enrollment. American Express's total liability arising from or related to your use, access to, or inability to use CreditSecure® will not exceed the amount paid by you for the CreditSecure® enrollment during the enrollment or renewal term in which any claim or dispute arises.</p>

Fair Credit Reporting Act Disclosure:	<p>The FCRA allows you to obtain all of the information in your consumer credit file from any consumer credit reporting company for a reasonable charge. The FCRA allows consumers to get one free comprehensive report of all of the information in their credit file from each of the 3 Major Bureaus once every 12 months through a central source. Georgia residents can receive two reports per year. To request your free annual report under the FCRA, you must go to <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>. CreditSecure® is not related to the free FCRA report that you are or may be entitled to.</p> <p>The FCRA also states that you are entitled to receive a report directly from the consumer credit reporting company free of charge under the following circumstances:</p> <ul style="list-style-type: none"> <li>• You have been denied credit, insurance or employment in the past 60 days as a result of your credit report;</li> <li>• You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification;</li> <li>• You are a recipient of public welfare assistance; or</li> <li>• You have reason to believe that your file at the credit reporting company contains inaccurate information due to fraud.</li> </ul> <p>The FCRA also permits you to dispute inaccurate information in your credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from American Express or CreditSecure® to dispute inaccurate or incomplete information in your credit file or to receive a copy of your credit report.</p> <p>The credit report you receive through CreditSecure® is not intended to constitute the disclosure report of Experian® information required by the FCRA or similar state laws. Experian's National Consumer Assistance Center provides a proprietary consumer disclosure report that is different from the consumer credit report provided by ConsumerInfo.com, Inc. This disclosure report must be obtained directly from Experian® by going to <a href="http://www.experian.com/dispute">www.experian.com/dispute</a>.</p> <p>Credit reports obtained through CreditSecure® may not have the same information as credit reports obtained directly from the Major Bureaus or pursuant to the free annual FCRA report that you are entitled to.</p>
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## OTHER PROVISIONS

Governing Law:	These Terms are governed by the laws of the State of New York, USA, exclusive of its choice of law principles.
Arbitration:	<p>MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING AMERICAN EXPRESS AT 1-866-617-1893. IN THE UNLIKELY EVENT THAT AMERICAN EXPRESS IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF AMERICAN EXPRESS HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU AND AMERICAN EXPRESS EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW.</p> <p>ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS</p>

	<p>ACTIONS ARE NOT PERMITTED. AMERICAN EXPRESS AND/OR PROVIDER WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND AMERICAN EXPRESS AND/OR PROVIDER WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.</p> <p>(a) American Express, Provider, and you agree to arbitrate all disputes and claims relating to CreditSecure®, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate (the "Agreement") is intended to be broadly interpreted and to make all disputes and claims relating to CreditSecure® subject to arbitration to the fullest extent permitted by law.</p> <p>You agree that you, American Express, and Provider are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.</p> <p>(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to American Express and/or Provider should be addressed to:</p> <p>American Express Company Litigation Department 200 Vesey Street (MC: 01-49-06) New York, NY 10285</p> <p>("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from American Express and/or Provider ("Demand"). If American Express and/or Provider and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or American Express and/or Provider may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by American Express and/or Provider or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or American Express and/or Provider is entitled.</p> <p>You may obtain more information about arbitration from <a href="http://www.adr.org">www.adr.org</a>.</p> <p>(c) ) After American Express and/or Provider receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, American Express and/or Provider will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <a href="http://www.adr.org">www.adr.org</a>, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.</p> <p>All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the meaning of this Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. The arbitrator shall be bound by the terms of this Agreement. Unless American Express and/or Provider and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be</p>
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	<p>conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, American Express and/or Provider will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your 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 such fees will be governed by the AAA Rules. In such case, you agree to reimburse American Express and/or Provider for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.</p> <p>(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.</p> <p>(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.</p> <p>(f) YOU, AMERICAN EXPRESS, AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and American Express and/or Provider agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.</p> <p>(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if American Express and/or Provider makes any change to this arbitration provision (other than a change to the Notice Address) during your enrollment in any credit monitoring or other product, you may reject any such change and require American Express and/or Provider to adhere to the language in this provision if a dispute between us arises regarding such enrollment product.</p>
Jury Waiver:	Both you and American Express voluntarily and knowingly waive any right you or American Express may have to a jury trial for all matters arising out of or related to CreditSecure® or these Terms.
Beneficiaries of Terms:	These Terms also inure to the benefit of American Express's affiliates, product providers (including Provider) and suppliers.
Contact Information:	<p>If you have questions, please contact CreditSecure® at:</p> <p>1-866-617-1893</p> <p>Mail:</p> <p>PO Box 1459 Allen, TX 75013</p> <p>Fax:</p> <p>1-479-573-7377</p>

## Summary Description of Benefits for the Identity Theft Coverage

This Summary Description of Benefits (the "Summary") is provided to inform you that as a member of CreditSecure® you are entitled benefits under the Master Policy referenced below. This Summary does not state all the terms, conditions, and exclusions of the Master Policy. Your benefits will be subject to all of the terms, conditions, and exclusions of the Master Policy, even if they are not mentioned in this Summary. A complete copy of the Master Policy will be provided upon request.

The Master Policy of Fraud Safeguard Coverage for New York Insureds and the Master Policy of Personal Internet Identity Coverage for non-New York Insureds (collectively, the "Master Policy") have been issued to ConsumerInfo.com, Inc. (the "Master Policyholder"), under Policy Numbers: 1423382 and 7077868, respectively underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. (hereinafter "AIG") to provide benefits as described in this Summary.

### **GENERAL INFORMATION**

Should you have any questions regarding the Membership Program provided by the Master Policyholder, or wish to view a complete copy of the Master Policy, please call the Experian® Customer Care Hotline at 1-866-617-1893.

#### **Limit of Insurance**

Aggregate Limit of Insurance:	\$ 1,000,000	per policy period
Lost Wages:	\$ 1,500	per week, for 5 weeks maximum
Travel Expenses:	\$ 1,000	per policy period
Elder Care, Spousal Care & Child Care:	\$ 2,000	per policy period

<b>Deductible</b>	\$ 0	per policy period
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#### **Reporting a Stolen Identity Event**

To report a claim under the Master Policy, contact the Master Policyholder's Fraud Resolution Unit at 1-866-617-1893.

#### **Filing a Claim**

If you have any questions regarding the identity theft insurance coverage or wish to file a claim under the Master Policy, please contact the Insurer at 1-866-IDHelp2 (1-866-434-3572).

**If the Master Policy is terminated, your benefits will cease effective the date of such termination. It is the obligation of the Master Policyholder to inform you of any termination of the Master Policy.**

### **BENEFITS**

1. We shall pay you for the following in the event of a Stolen Identity Event:

a) Costs

- i. Costs incurred by you for re-filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source incorrect information as a result of a Stolen Identity Event;
- ii. Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your efforts to report a stolen identity event or amend or rectify records as to your true name or identity as a result of a stolen identity event; and
- iii. Costs incurred by you for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a stolen identity event;
- iv. Costs incurred by you for ordering medical records for the purpose of amending and/or rectifying these documents as a result of a stolen identity event
- v. Costs approved by us, for providing periodic reports on changes to, and inquiries about the information contained in the insured's credit reports or public databases (including, but not limited to credit monitoring services);
- vi. Costs incurred by you for travel within the United States incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name and identity; and
- vii. Costs incurred by you for elder care or child care incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name or identity.
- viii. Costs incurred by you for the replacement of identification cards, drivers licenses and passports as a result of a stolen identity event

b) Lost Wages

Actual lost wages that would have been earned in the United States, its territories or possessions, whether partial or whole days, for time reasonably and necessarily taken off work and away from your work premises solely as a result of your efforts to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days.

Lost wage reimbursement excludes business interruption or future earning of a self-employed professional. Computation of lost wages for self-employed professionals must be supported by and will be based on prior year tax returns.

Coverage is limited to wages lost within twelve (12) months after your discovery of a Stolen Identity Event.

c) Investigative Agency or Private Investigator Costs

Costs associated with the use of any investigative agency or private investigator engaged to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. We reserve the right to select such investigative agency or private investigator; however, with our express prior written consent, you may select such investigative agency or private investigator.

d) Legal defense fees and expenses

Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you with our consent, for:

- i. Any legal action brought against you by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a Stolen Identity Event; and
- ii. Removing any civil judgment wrongfully entered against you as a result of the Stolen Identity Event.
- iii. Criminal defense for charges brought against you as a result of a Stolen Identity Event. However, we will only pay for this after it has been established by acquittal or dropping of charges because you were not in fact the perpetrator.
- iv. Challenging the accuracy or completeness of any information in your medical history as a result of a medical identity theft. It is further agreed that solely with respect to subparagraph (d) you, with our express prior written consent, may select such attorney.
- v. Challenging the accuracy or completeness of any information in your tax history as a result of a stolen identity event. It is further agreed that solely with respect to subparagraph (d) you, with our express prior written consent, may select such attorney.

A Stolen Identity Event means the fraudulent use of your name, address, Social Security number, bank or credit card account number or other personally identifying information or other method of identifying you. This includes, but is not limited to, the fraudulent use of your personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes. Stolen identity event shall include Medical identity theft. Medical Identity Theft means the theft of the insured's personal or health insurance information to obtain medical treatment, pharmaceutical services or medical insurance coverage. Medical identity theft also means the theft of the insured's personal or health insurance information to submit false claims for medical services or goods. A Stolen Identity Event does not include the theft or unauthorized or illegal use of your business name, d/b/a or any other method of identifying your business activity.

2. We shall pay you for the following in the event of an Unauthorized Electronic Fund Transfer:

- a) The principal amount, exclusive of interest, incurred by you and caused by an Unauthorized Electronic Fund Transfer first occurring during the policy period. However, such principal amount shall not include any amount for which you did not seek reimbursement from the financial institution which issued the access device and holds the account from which funds were stolen, and for which you have not received reimbursement from any other source.

An Unauthorized Electronic Fund Transfer (UEFT) is an electronic fund transfer from your Account initiated by a person other than you without the actual authority to initiate such transfer and from which you receive no benefit. An Unauthorized Electronic Fund Transfer (UEFT) does not include an electronic fund transfer initiated: 1) by a person who was furnished the access device to your account by you, unless you have notified the financial institution that transfers by such person are no longer authorized; 2) with fraudulent intent by you or any person acting in concert with you; 3) by the financial institution of its employee; or 4) from any business or commercial account.

Account means a cash, credit card, demand deposit (checking), savings or money market account of yours held directly or indirectly by a financial institution and established primarily for personal, family or household purposes.

## **COVERAGE SCOPE**

Subject to the Master Policy's terms, conditions and exclusions, the Master Policy provides benefits to you only if: (1) you report a Stolen Identity Event or an Unauthorized Electronic Fund Transfer to the Master Policyholder at the contact number stated above as soon as you become aware of a Stolen Identity Event or a Unauthorized Electronic Fund Transfer, but in no event later than ninety (90) days after the Stolen Identity Event or Unauthorized Electronic Fund Transfer is discovered; and (2) you follow the instructions given to you by the Fraud Resolution Unit. These instructions will include notifying major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement authorities. You will also be provided with a claim form and instructed how to file for benefits under the policy if the Stolen Identity Event or Unauthorized Electronic Fund Transfer results in losses covered under the policy.

You will only be covered for a Stolen Identity Event if a Stolen Identity Event is first discovered while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will only be covered for an Unauthorized Electronic Fund Transfer if an Unauthorized Electronic Fund Transfer first occurs while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will not be covered if the Stolen Identity Event or Unauthorized Electronic Fund Transfer first occurs after termination of the master policy or termination of your membership in the Master Policyholder's program.

## **LIMITS OF INSURANCE**

The most we shall pay you cannot exceed the Aggregate Limit of Insurance above. Legal fees and private investigator fees are subject to prior approval. All Legal Costs shall be part of and subject to the Aggregate Limit of Insurance. **LEGAL COSTS ARE PART OF, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE.**

The Lost Wages, Travel Expense, and Elder Care/Spousal Care/Child Care Limits of Insurance shown above are sublimits of the Aggregate Limit of Insurance and the most we shall pay you for lost wages, travel expense, and elder care/spousal care/child care.

#### **OTHER INSURANCE**

We shall be excess over any other insurance, including, without limitation, homeowner's or renter's insurance. If you have other insurance that applies to a loss under this policy, the other insurance shall pay first. This policy applies to the amount of loss that is in excess of the Limit of Insurance of your other insurance and the total of all your deductibles and self-insured amounts under all such other insurance. In no event shall we pay more than our Limits of Insurance as shown above.

#### **DUPLICATE COVERAGES**

If you are enrolled in more than one Membership Program insured by us, or any of our affiliates, we will reimburse you under each membership program:

- a) subject to the applicable deductibles and Limits of Insurance of each insured Membership Program
- b) but in no event shall the total amount reimbursed to you under all Membership Programs exceed the actual amount of loss.