

## BUSINESS IDENTITY MANAGEMENT SUBSCRIBER AGREEMENT

**The Business named on the Enrollment Form and AMT Consumer Services, Inc., d/b/a AmTrust Solutions, ("AMT") agree that the terms and conditions on the Enrollment Form and this Subscriber Agreement constitute the agreement (the "Agreement") for the provision of the Services selected by Business and designated on a Program. Services may include** pre-breach preparedness portal, access to discounted employee back ground checks, cyber monitoring, business credential monitoring, owner identity theft personal protection, data breach reaction services, and \$100,000 in cyber liability insurance coverage.

**The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services.**

The Services are described in the section called "Business Identity Management Services". The Agreement also governs your use of the website [www.mybusinessidentity.com](http://www.mybusinessidentity.com) ("Website"). As used in this Agreement, "you" and "your" mean the owner, principal, officer, or other individual duly authorized to enter into this Agreement on behalf of the Business (or, if a sole proprietor, the individual proprietor) identified as the customer in your Enrollment Form. You warrant that you have any and all required authority to enter into this Agreement on behalf of the Business.

By using your Program you agree that you meet these qualifications.

By clicking "COMPLETE ENROLLMENT", or by accessing or using the Services, you indicate that you understand and agree to the terms of this agreement and that the terms of this agreement will govern your use of the Services.

IF YOU DO NOT AGREE TO THIS AGREEMENT OR DO NOT WISH TO PURCHASE THE PROGRAM, YOU MUST NOT ENROLL IN THE PROGRAM OR USE THE SERVICES OR THE WEBSITE. IF YOU HAVE ENROLLED AND WISH TO TERMINATE YOUR PROGRAM, YOU MUST CALL 1-855-216-5606.

AMT may change the Agreement and its Privacy Policy from time to time. AMT will notify you of these changes on the Website. Your continued use of the Services and the Website will indicate your acceptance of the changes. The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to the Personal Identity Management Plus Bundle for the business owner/operator, Business Credential Monitoring, and Cyber Monitoring Services, Discounted Employee Background Checks, Pre-Breach preparedness portal, breach response services and \$100,000 in cyber liability insurance coverage and should be reviewed on the Website or within the benefit application/widget.

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. DEFINITIONS**

**Affiliate:** Any entity or 3<sup>rd</sup> party vendor that controls, or is controlled by or is under common control with AMT.

**Agreement:** This Agreement and conditions and the Program Agreement executed by Business.

**AMT:** The operating company that owns and/or operates the Business Identity Management Services.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, promotional materials, proposals, rate information, and any web content.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

**Party:** A reference to AMT or the Business; and in the plural, a reference to both companies.

**Program:** The Business Premier Bundle, Business Breach Essentials, or any other combination of services created provided by AMT to the Business pursuant to this Agreement. All Services are for business-use only, except as otherwise expressly permitted herein.

**Program Commencement Date:** The date(s) on which AMT first makes the bundle available for use by the Business.

**Enrollment Form:** The application form under which requests to purchase Programs are submitted to AMT.

**Program Term:** The duration of time (commencing on the Subscription Commencement Date) for which Services are ordered, as specified in a Subscription.

**Termination Charges:** AMT may terminate any Program without notice effective as of the end of a term, or, with respect to monthly-billed Programs, at the end of any monthly period. In that case, AMT will stop billing your Subscription Fees and your Services will be terminated. If AMT determines, in its sole discretion, that your Program has been obtained or used fraudulently, is being used for illegal purposes, or is otherwise being abused or used in way AMT did not intend it to be used, AMT may terminate your Program prior to the end of a term. You may purchase and maintain one Program for your Business. Attempts to obtain multiple Programs concurrently and/or in succession will result in termination of your Program(s) by AMT and/or refusal by AMT to sell additional Programs to you in the future.

## **ARTICLE 2.**

### **2.1 WHO MAY USE.**

The Program is solely for the use of you and your Business. This Program is available only to Businesses with one-hundred and fifty (150) or fewer employees. You may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. You may not use the Services for any illegal purpose, and you must abide by all applicable local, state, and national laws and regulations when using the Services. You may not use the Services to obtain information about or make decisions about anyone but yourself or your Business. You are solely responsible for your use of the Services and anything you do in reliance on the Services. We do not provide the Services, or any advice or assistance, for the purpose of repairing or improving your credit report, credit history or credit rating or score, or complying with data breach notification laws.

### **2.3 ONLINE REQUIREMENTS.**

You must have an email address to enroll in the product. If you use the online Services, you are agreeing to receive notifications via email at the email address on file with AMT. If you change your email address, please be sure to update your Subscription account online with your new email address. If you choose not to receive these notifications by email, once you have passed authentication, the Website and all of the features of your Program will still be available to you at any time by simply logging in. In the event that you do not set up your complimentary Business Owner Personal Identity Management Plus Bundle or 1) fail to complete online registration; or 2) fail to update your email address on file with AMT; or, if applicable, 3) refuse to receive email from us, and thus AMT is unable to deliver email messages to you, you nonetheless understand and agree that the Program will be fulfilled at the price agreed upon at the time you placed your order. In that case, Services will be available online or by calling the telephone number provided at the end of this Agreement. You may initiate email delivery of Services at any time during your Program by calling 1-855-216-5606.

### **2.4 Your Information.**

While enrolling in the Program, we will ask you for the following types of information: business owner or manager contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth and social security number) for the personal identity management complimentary offer; personal information to verify your identity and financial information (such as credit card number). This information is required in order to verify your identity, charge you the Subscription Fees, and to provide our Services to you. In some cases we will provide your information to third parties as necessary to deliver the Services. These third parties may include identification verification companies, subscriber reporting agencies, payment validation companies, law enforcement agencies, or others. Please read our

Privacy Policy for more information.

## **2.5 Change of Address**

If there are changes to the personal or Business information you provided to AMT, including name, address, email, telephone number or billing-account number, you must contact AMT to provide updated information.

## **2.6 Your Right to Cancellation**

You may cancel this Program at any time. Cancellation requests must be communicated to AMT at the Program Services Contact Information at the end of this Agreement.

## **ARTICLE 3. CHARGES, AUTOMATIC RENEWAL/BILLING AND PAYMENT**

### **3.1 Charges.**

Business will pay one hundred percent (100%) of the Subscription Fee prior to the Services being activated. Business further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Program(s) or invoiced by AMT. Your Subscription Fee was established at the time of your enrollment and appears in the welcome email. Your Subscription Fee will be electronically billed to the credit or debit card account you authorized for billing when you enrolled, invoicing maybe be available for existing AmTrust Small Business clients. If your credit or debit card expires while you are still an active subscriber we will attempt to update your payment account information so your Subscription can remain active.

### **3.2. AUTOMATIC RENEWAL/CONTINUOUS BILLING**

Your Program will automatically continue and bill unless you notify AMT, at the Business Identity Management Services address or telephone number provided at the end of this Agreement, that you wish to terminate the Program.

3.2.1 Annually-Billed Subscriptions If you have a Subscription that is billed annually, you may cancel within 30 days of the date on which AMT processes the Subscription Fee and receive a refund of the Subscription Fee billed for that one-year term. This processing date will be the date associated with the Business Identity Management line item on the monthly statement of the account you used to pay for your Subscription. AMT will send you a renewal notice that will provide an address and/or telephone number you can use to notify us if you prefer that your Program not be automatically renewed. If you cancel your Program after the initial 30-day period, AMT will refund your most-recently paid Subscription Fee on a pro-rata basis to reflect the time remaining in your annual term..

3.2.2 Monthly-Billed Subscription If you have a continuous-term Subscription that is billed monthly, you may cancel during the first 30 days following enrollment and receive a refund or credit of any fee you have paid. If you cancel after the first 30 days following enrollment, your Services will continue through the remainder of your Subscription month, and you will have no further obligation to pay; Subscription Fee billings processed before your cancellation request may still appear on subsequent statements.

### **3.3. Payment of Bills.**

3.3.1. Invoice - Except as otherwise indicated herein or on the Program(s), AMT will invoice Business in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. Business shall make payment to AMT for all invoiced amounts within thirty (30) days after the date of the invoice.

3.3.2. Credit/Debit Card - If AMT is unable to bill through the authorized credit/debit card account, your Program may be terminated unless you provide us with a valid alternate payment method.

Your Subscription Fee is subject to increase; however, annual and multi-year term Subscription Fees may increase only at the beginning of a new term. AMT will provide you with advance notice and opportunity to cancel prior to the implementation of any increase in Subscription Fees. Your Program may include opportunities to purchase, at your option,

additional goods or services. Such purchases will be billed separately from the Subscription Fee and will require you to authorize payment at the time of purchase. Details of such offers may be viewed on the Website. Any amounts not paid to AMT within such period will be considered past due. AMT shall not be responsible for any dispute regarding these charges between Business and such third party. Business must address all such disputes directly with the third party

### **3.4 Taxes and Fees**

Business shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Business will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

### **3.5 Disputed Invoice.**

If Business disputes any portion of an invoice, Business must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Business's claim, to AMT for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to AMT, all disputed amounts **Fraudulent Use of Services**. Business is responsible for all charges attributable to Business with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. AMT may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Business. AMT reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Business.

## **ARTICLE 4: GENERAL TERMS**

### **4.1 NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY**

AMT provides the Services to your Business for informational purposes only and DISCLAIMS ANY AND ALL WARRANTIES, including, without limitation, all WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with respect to benefit components provided by AMT directly and through third party providers. AMT is not a law firm and the Services are not legal services or legal advice. If you have questions about the applicability of any laws or regulations, including but not limited to state data breach laws, federal or state data privacy laws or regulations, or consumer-credit related laws and regulations, please seek the advice of your attorney. AMT assumes no responsibility for indirect, special or consequential damages incurred in connection with the customer's enrollment in, or use of, the Program. AMT's sole liability to you for any claim arising under or related to a Program will be limited to a refund of your Subscription Fees.

### **4.2 ARBITRATION**

a. AMT and you agree to arbitrate all disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

1. claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
2. claims that arose before this or any prior Program (including, but not limited to, claims relating to marketing);
3. claims that are currently the subject of purported class action litigation in which you are not a subscriber of a certified class; and
4. claims that may arise after the termination of this Program or this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against AMT on your behalf. You agree that, by purchasing this Program and using the Services, you and AMT are each waiving the right to a trial by jury or to participate in a class action. This Program and this Agreement evidence a transaction in interstate commerce, and therefore the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the Terms.

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 AMT should be addressed to: Legal Depart., AMT Consumer Services, Inc., 5100 Gamble Drive, Suite 600, St. Louis Park, Minnesota 55424, (the "Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AMT and you do not reach an agreement to

resolve the claim within 30 days after Notice is received, you or AMT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AMT or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are or AMT is entitled.

You may contact us to obtain a form to initiate arbitration.

c. After AMT receives notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules 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 [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of these Program Terms. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless AMT and you agree otherwise, any arbitration hearings will take place in the county of your billing address. If your claim is for \$10,000 or less, AMT agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, AMT 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 (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by AMT that are otherwise your obligation under the AAA Rules. In addition, if you initiate arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will: (1) pay you the amount of the award or \$10,000 ("the Alternative Payment"), whichever is greater; and (2) pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the Attorney Premium"). If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the preceding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

Although under some laws AMT may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, we agree that we will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND AMT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS SUBSCRIBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AMT 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. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.

g. Notwithstanding any provision in this Agreement to the contrary, AMT agrees that if we make any future change to this provision (other than a change to the Notice Address) during your Program, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

### **4.3. MISCELLANEOUS**

This Agreement is the entire agreement between you and AMT pertaining to the Program, and any other written or oral agreements existing between us are null and void. By using the Services you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Minnesota, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and AMT.

If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible. Any rights not expressly granted herein are reserved. You acknowledge that, in providing you access to and use of the Site and your Program, AMT has relied on your agreement to be bound by this Agreement.

## **ARTICLE 5: BUSINESS IDENTITY MANAGEMENT SERVICES**

Not all versions of Business Identity Management include the same Services. Please consult the associated Program Website for included Program features. If you are already a customer, please log in to the Website to view the Services included your particular Program package.

### **5.1 Alerts Services.**

Some or all of the alerts, based on the business's benefit bundle, may be sent as described below. Note that the Alert Services are available only if you have a valid, functioning email address and have provided it to AMT for use with your Subscription. This feature will send you an email "alert" if certain changes are detected on your business credential monitoring benefit (where applicable) and when the cyber monitoring feature (where applicable) detects the business's registered Bank account/routing number, email account, phone, debit card number, or credit card number being potentially misused on the internet.

**5.2 Business Owner Personal Identity Management Plus Service.** See [www.myamtidentity.com](http://www.myamtidentity.com) for AmTrust Identity Management Plus Terms and Conditions. This benefit is not activated until the owner, principal, or other employee of the Business being provided the membership logs into the Membership portal to register for this benefit. Simply login to the Program website ([www.mybusinessidentity.com](http://www.mybusinessidentity.com)) click on the Personal Identity Management for the Business Owner icon and fill out all the required information to auto-activated your benefits. Once completed an email will be sent with information to access your personal account.

**5.3 Cyber Monitoring Alerts.** This feature scans the Internet for information related to your Business that was provided on the Enrollment Form. To increase scanning effectiveness, you should provide additional business information in the Website subscriber center. You may add up to ten (10) business debit or credit cards, ten (10) additional phone numbers, ten (10) email addresses, and ten (10) bank account numbers. You must provide us with the information that you would like for us to monitor and scan on the internet. We will send you an alert by email if your information is detected. The Cyber Monitoring feature is provided by AMT and a third party vendor. Because the quantity of information available on the internet is very large and constantly changing, neither AMT nor its vendor guarantees that the Cyber Monitoring Service will detect all improper use of your information.

**5.4 Breach Preparedness Portal (ID Experts® Virtual Privacy Expert™).** This feature provides a breach risk assessment tool which must be completed in order for the Business to receive coverage under the \$100,000 cyber liability insurance policy. The portal also includes case studies, webinars, white papers, industry press releases, guides for managing a data breach response and complying with federal and state breach notification regulations that may assist you in remediating risks identified during the assessment. The portal is provided by AMT and a third party vendor. **While using the Breach Preparedness Portal may help you identify data security risks, merely completing the assessment does not reduce your risk for a data breach.**

### **ID Experts® Virtual Privacy Expert™ LICENSE AND WEBSITE TERMS OF USE**

These Virtual Privacy Expert License and Website Terms of Use ("VPE Terms") contains the terms and conditions under which a person, company or other legal entity (hereinafter referred to as "User") may use Identity Theft Guard Solutions, LLC's ("ID Experts") Virtual Privacy Expert (or VPE) product (the "Product" or "VPE").

## Section 1. Description, Purpose and Use of Product

The VPE is a web-based product that provides privacy, data security and compliance tools including access to policy templates, Breach HealthCheck®, educational resources, customized newsfeed and our Breach Incident Assessment services. The Product may include any combination of the following components.

**Breach HealthCheck® – ID Experts Breach HealthCheck** measures data breach exposure and protection levels. Using a scorecard and mathematical model, Breach HealthCheck creates a Breach Protection Index (BPI) and a Breach Protection Map.

**Policy Templates –** Various privacy and security policy templates will be made available for download from the VPE website and can then be customized by the User. ID Experts will maintain the policies and may update and/or delete the policies at will. The User acknowledges the policies are the sole and exclusive property of ID Experts.

**Privacy, Security and Compliance Resources –** Resources for keeping staff current on a range of issues related to privacy, data security and compliance will be available for download from the VPE website. Materials may include white papers, checklists, webinars and other educational items developed by ID Experts. ID Experts will maintain the materials and may update and/or remove the materials at will. The User acknowledges the materials are the sole and exclusive property of ID Experts.

**Privacy & Security News Feed –** Proprietary news feed curated by ID Experts that contains news on privacy, security and compliance related topics. The news feed is accessible from the VPE website.

Use of this Product may require User to provide personal and organizational contact information. ID Experts may contact User to inquire as to User's satisfaction with use of the Product as well as to discuss other products and services from ID Experts that may be of interest to User and User's organization. Additional information that User provides through use of the Product, relative to User's organization and/or incident data, will be maintained in confidentiality by ID Experts in accordance with ID Experts' Privacy Policy. Such information will not be disclosed or otherwise shared with other business entities using the Product and will be used by ID Experts solely for assisting User's organization in addressing data breach situations. ID Experts may use the data anonymously and in aggregate and combined with other Users' anonymous data to improve the validity and capabilities of the Product and to analyze and publish research data and trends in order to benefit the Product Users.

## Section 2. Grant of License

ID Experts grants to User a limited, non-exclusive, non-transferable, non-sub licensable, revocable, royalty-free license to use the Product for User's normal internal business use. This license is subject to the terms, conditions and restrictions contained in these VPE Terms, and in any documentation associated with the Product and, additionally, by the scope of product feature(s) purchased by the User. For purposes of these VPE Terms, the verb "use" shall mean to download, save, install, access or otherwise benefit from the Product.

## Section 3. Ownership

The Product and all related intellectual property rights are the sole and exclusive property of ID Experts. All title, ownership and intellectual property rights in and to the Product, any modifications, translations or derivatives of the Product, any copies thereof, any associated documentation, and all applicable rights in copyrights, patents, trademarks, trade secrets and all other proprietary rights, are owned by ID Experts. User acknowledges such ownership and intellectual property rights and will not act so as to interfere or jeopardize ID Experts' ownership of or rights with respect to the Product. Without limiting the generality of the foregoing, all incident-related information and data provided by the User of the Product, including any copyrights, trademarks, and other proprietary rights remain the sole and exclusive property of the User and/or the User's organization. All User data is considered confidential and shall remain confidential to the User and the User's organization. The User grants ID Experts a non-exclusive license to use the data through User's use of the Product for any and all purposes, including but not limited to use of such data for research and marketing purposes, so long as ID Experts does not violate the terms provided in Sections 1 and 8 of these VPE Terms.

## Section 4. Modification, Suspension, Discontinuance of the Product and/or User Access

ID Experts may modify, replace or make additions to the Product. ID Experts reserves the right to suspend or discontinue the Product, or any portion thereof, and/or User's use of the Product, or any portion thereof, at any time with prior written notice to User.

## Section 5. Prohibitions on Use; Other Restrictions

As a condition of User's use of the Product, User agrees that User will not use the Product for any purpose that is unlawful or prohibited by the terms and conditions of these VPE Terms. Without limiting the scope or effect of the preceding sentence, User agrees that User will not:

- Alter or tamper with the Product in any way. User will not attempt to defeat any security measures that ID Experts may take to protect the confidential and proprietary nature of the Product. User will not remove, obscure, conceal, or alter any marking or notice of patent, copyright, trademark, trade name, or other proprietary rights that may appear on or in the Product.
- Sell, lease, rent, loan, assign, license, resell, or otherwise transfer (including, but not limited to, transferring the Product electronically from one computer to another through any communication means or over a computer network), with or without consideration, the Product to any third party, and will take all necessary steps and precautions to prevent any unauthorized person or entity from gaining access to the Product.
- Reverse engineer, decompile, disassemble or otherwise perform any action with the Product to determine how the Product works or functions.
- Modify or create derivative works based upon the Product, or any portion thereof.
- Use the Product in any manner that could damage, disable, overburden, or impair ID Experts' Product server(s) or networks connected to the Product server(s).
- Use the Product in a manner that knowingly interferes with any other party's use of the Product.
- Obtain or attempt to obtain any materials or information not intentionally made available through the Product.

#### Section 6. Login Credentials

To use the Product, User must select and use a valid User ID and password for secure access to the Product. User is responsible for maintaining the confidentiality and security of User's User ID and password. User shall be responsible for all activity occurring under User's login credentials. User agrees to immediately notify ID Experts of any unauthorized use of User's login credentials upon becoming aware of the unauthorized use.

#### Section 7. Access Rights

ID Experts reserves the right, at its sole discretion, to at any time during the term of these VPE Terms investigate User's use of the Product to determine whether User has violated these VPE Terms.

#### Section 8. Privacy

To use the Product, User will be required to provide certain contact information about User or User's organization. User agrees that ID Experts may contact User in order to provide support resulting from User's use of the Product. User agrees that ID Experts may contact User or send User information regarding ID Experts' services or products that may be interesting or valuable to User via the contact information User provides. For more information about how ID Experts uses and protects the information User provides, view the ID Experts Privacy Policy located at <http://www2.idexpertscorp.com/privacy>. User's consent to these VPE Terms constitutes User's acknowledgment of and agreement to the ID Experts Privacy Policy.

#### Section 9. Feedback

In the event that User provides any comments, suggestions, or ideas ("Feedback") to ID Experts regarding the Product or otherwise, User acknowledges and agrees that (i) User's Feedback does not contain confidential or proprietary information of the User or third parties; (ii) ID Experts is not under any obligation of confidentiality, express or implied, with respect to such Feedback; (iii) ID Experts shall have the right to retain and use Feedback in current or future products or services or for marketing purposes in any media, without compensation to User (other than the rights granted to User in these VPE Terms) and without User's approval; (iv) ID Experts may already have information similar to the Feedback which ID Experts contemplates using, is using or has used in projects or otherwise in the course of ID Experts' business; and (v) the Feedback shall become ID Experts' property without any obligation on the part of ID Experts to User.

#### Section 10. Export Restrictions

User agrees that User will not export, re-export, or provide access to the Product to any country, person, entity, or end user subject to export restrictions of the United States of America, or use the Product in any manner prohibited by the United States Government or by any export laws, restrictions or regulations.

#### Section 11. ID Experts' Obligations

11.1 ID Experts will provide the Product and services in a professional manner consistent with general industry standards and practices.

11.2 ID Experts will at all times comply with all applicable federal laws, codes and regulations of the United States and the



laws and regulations of any state or local jurisdiction in which it acts.

11.3 ID Experts will employ commercially available and reasonable security measures and practices, but cannot ensure that the Product will at all times be free from viruses or other destructive software, or that access to the Product will be uninterrupted and error free. ID Experts assumes no responsibility for, and user is solely responsible for, any damage to computer equipment or other property that may result from use of the product.

11.4 ID Experts will use BEST EFFORTS to cause the full and complete versions of the Product to perform substantially in accordance with the related and published sales materials, or design specifications outlining the functionality of the Product. In the event of substantial non-conformity or defect in the Product, ID Experts shall use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any such errors or defects to bring the software into conformance with the stated functionality in a timely manner. ID Experts is not responsible for problems caused by changes in, or modifications made to the Product by the customer or use of the Product inconsistent with the Product.

11.5 ID EXPERTS represents that it: (i) has the right to furnish the Product and perform the services as specified in these VPE Terms; and (ii) that the Product Materials and services furnished by ID EXPERTS ( covered hereunder are free of all liens, claims, encumbrances and other restrictions; and/or CLIENT's use of the same hereunder do not violate or infringe any rights of any third party or the laws or regulations of any governmental or judicial authority.

#### Section 12. Disclaimer of Warranties

ID EXPERTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE PRODUCT AND ANY ASSOCIATED DOCUMENTATION AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT OR ASSOCIATED DOCUMENTS AND SERVICES. THE PRODUCT AND ANY ASSOCIATED DOCUMENTATION OR SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE ENTIRE RESPONSIBILITY FOR AND RISK ARISING OUT OF THE SELECTION, USE, OR PERFORMANCE OF THE PRODUCT REMAINS WITH USER.

#### Section 13. Limitation of Liability

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ID EXPERTS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FORSEEABLE OR UNFORSEEABLE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THESE VPE TERMS OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF ID EXPERTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
B. UNDER NO EVENT OR CIRCUMSTANCES SHALL ID EXPERTS' AGGREGATE LIABILITY ARISING UNDER THESE VPE TERMS EXCEED THE FEES PAID TO ID EXPERTS HEREUNDER.

#### Section 14. Entire Agreement

These VPE Terms constitutes the entire agreement between User and ID Experts relating to the subject matter hereof, and it supersedes all prior or contemporaneous communications, proposals, or understandings between User and ID Experts relating to the subject matter hereof.

#### Section 15. Governing Law

These VPE Terms shall be governed by and construed in accordance with the federal laws of the United States of America and the laws of the state of Oregon, U.S.A., without regard for any conflict-of-law principle.

#### Section 16. ID Experts' Compliance with Laws

ID Experts' performance of these VPE Terms is subject to existing laws and legal process, and nothing contained in these VPE Terms shall affect ID Experts' right and obligation to comply with governmental, court, and law enforcement requests or requirements relating to User's use of the Product or information provided to or gathered by ID Experts with respect to such use.

#### Section 17. Modifications to Agreement

ID Experts reserves the right to change this License Agreement at its discretion. Any revision to this License Agreement will be posted and made available to the User through the User's online access to the Product. If changes to this License Agreement are significant, ID Experts will notify User of such changes so long as ID Experts has contact information for User and so long as ID Experts is aware of User's use of the Product. Changes to this License Agreement will apply immediately after the date on which we post the revised Agreement. Each version of this License Agreement will be identified at the top of the page by its effective date and prior versions of this License Agreement will be maintained in an archive for User's review.

#### Section 18. Severability

The provisions of these VPE Terms are independent of each other and the invalidity or unenforceability of any term, clause,

or provision hereof shall not affect the validity or enforceability of any other term, clause, or provision, and such invalid or unenforceable term, clause, or provision shall be deemed to be severed from these VPE Terms.

**5.5 Employee Background Checks.** – This feature provides access to discounted background screening services including, but not limited to, criminal record history, motor vehicle records, employment verification, education verification, and social security number verification. Your Subscription includes initial set-up fee normally charged by the third party vendor (IntelliCorp), but the Business shall pay directly to IntelliCorp for any fees for background checks or other IntelliCorp services all incurred thereafter. Such fees will be charged directly to the Business by IntelliCorp. . You or another representative of your Business will be required to complete a one (1) hour training the use of the employee background check system prior to accessing IntelliCorp’s employee background services. AMT is not responsible for the accuracy of the information provided by IntelliCorp to Business, and Business hereby indemnifies AMT from all claims arising from Business’s use of such information.

**5.6 Data Breach Response Plan, Access to Data Breach Response Services.** If you believe your Business has experienced a breach, you may call a data breach assessment hotline that will assist you in evaluating the cause and scope of the breach. The service then creates a response plan appropriate to your Business and the nature of the breach. The Data Breach Response plan and Data Breach Response Services are provided by AMT’s third party vendor, Identity Theft Guard Solutions, Inc. d/b/a ID Experts (“ID Experts”), except as indicated below. In the event a data security incident is deemed to be a breach that requires a response by the Business, the Business may choose to hire ID Experts to provide breach response services, in which case ID Experts will draft an agreement directly with your Business. Upon acceptance of the agreement, ID Experts will provide a Master Service Agreement and Statement of Work describing what services will be rendered.

The following are the breach response services available for an additional fee:

- **Project Management & Coordination**
- **Notification Letters**
- **Call Center Assistance**
- **Identity Monitoring (Identity Theft Restoration, Monitoring, Victim reimbursement costs)e**
- **Information Breach Website**
- **Legal Referral (Potential Investigation & Litigation Documentation & Defense)**
- **Forensics Investigation Referral**

**5.7 Business Credential Monitoring Services Agreement.** This service may be used to track information other businesses may use to assess the creditworthiness of your Business. THIS SERVICE DOES NOT MONITOR FOR BREACH OF EMPLOYEE OR CUSTOMER DATA. Unexpected or unexplained negative business credit data may, however, be an indication that someone is attempting make unauthorized transactions using your Business’s name or other credentials. This service is provided by AMT’s third-party vendor, Argos Risk, LLC (“Argos”).

**5.8 The following terms govern your use of the Business Credential Monitoring Services.**

This Business Credential Monitoring Service Agreement (“BCM Agreement”) governs the terms and conditions of the Business Credential Monitoring Service, as provided by Argos, and will continue to govern even if you add to or change your Subscriptions.

Grant of License and Term. Subject to the terms of this BCM Agreement, Argos grants you a personal, limited, non-exclusive, nontransferable, revocable license, during the term of your Subscription to access and use the Business Credential Monitoring Services, solely for the purposes intended. The term of your Subscription commences upon your registration on the Business Credential Monitoring Services Website (“BCM Website”), your acceptance of this BCM Agreement, or your access to or use of the Business Credential Monitoring Services and will continue so long as you continue to use the Business Credential Monitoring Services in accordance with the terms of this BCM Agreement or until your Subscription is terminated pursuant to the terms of this BCM Agreement. Content and data provided as part of the Business Credential Monitoring Services may be supplied to Argos by its affiliates, suppliers, licensors, distributors, resellers, and third-party content providers (“Suppliers”). The Suppliers are intended to be third party beneficiaries of this

BCM Agreement. Our Suppliers may require you to agree to additional terms and conditions in connection with the information or services provided and you agree to be bound by such terms and conditions.

Terms of Use. The Business Credential Monitoring Services provided to you hereunder and data contained therein are for your exclusive use. The license granted hereunder does not allow you to (i) license, sublicense, copy, assign, lease, loan, sell, resell, republish, upload, post, transfer, distribute, disclose or commercially exploit to any third party the Business Credential Monitoring Services or any of information or components thereof; (ii) modify or create derivative works based on the Business Credential Monitoring Services or parts thereof; (iii) access or attempt to access any other Argos systems, programs, features or data that are not made available to you through your Subscription Plan; (iv) decompile, disassemble or reverse engineer the Business Credential Monitoring Services; or (v) use the Business Credential Monitoring Services to determine the eligibility of an individual for credit or insurance to be used primarily for personal, family or household purposes, or for employment; or (vi) use the Business Credential Monitoring Services to engage in unfair or deceptive trade practices or for any unlawful purpose or in any manner except as expressly allowed under this BCM Agreement. You agree to indemnify Argos and its Suppliers from any claim or cause of action arising out of your use of the Business Credential Monitoring Services in any manner except as expressly provided in this BCM Agreement.

Reservation of Rights. You acknowledge and agree that the Business Credential Monitoring Services and the information provided to you through the Business Credential Monitoring Services are proprietary and confidential. This BCM Agreement confers no ownership rights to you and is not a sale of rights in the Business Credential Monitoring Services, the BCM Website, or the information provided to you there under. Ownership of all right, title, and interest in and to the Business Credential Monitoring Services, the BCM Website and all intellectual property rights embodied therein are and will remain the exclusive property of Argos and its Suppliers. This BCM Agreement does not grant any license or authorization to use any branding, trademarks, service marks or other intellectual property of Argos or its Suppliers. If you provide Argos with feedback, suggestions or ideas about the Business Credential Monitoring Services ("Feedback"), you hereby assign all right, title, and interest therein to Argos. If such assignment is ineffective, you agree to grant to Argos a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction.

DISCLAIMER OF WARRANTY. ALL SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, ACCURACY, COMPLETENESS, TIMELINESS & NON-INFRINGEMENT ARE DISCLAIMED BY ARGOS AND ITS SUPPLIERS. YOU AGREE THAT ARGOS AND ITS SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED BY THEIR NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING INFORMATION TO YOU AS PART OF THE BUSINESS CREDENTIAL MONITORING SERVICES. ARGOS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE FREE FROM ERROR, BUGS, OR VIRUSES, OR THAT IT WILL ACHIEVE SPECIFIC RESULTS. THE BUSINESS CREDENTIAL MONITORING SERVICES ARE NOT CREDIT COUNSELING SERVICES. WE ARE NOT AN INSURER AND WE DO NOT PROVIDE TRADE CREDIT INSURANCE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. USE OF THE BUSINESS CREDENTIAL MONITORING SERVICES DOES NOT GUARANTEE THAT YOU WILL NOT INCUR LOSSES DUE TO YOUR CUSTOMERS OR SUPPLIERS FAILING TO FULFILL THEIR OBLIGATIONS TO YOU.

ARGOS IS NOT ENGAGED IN THE SERVICES OF RENDERING LEGAL, FINANCIAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICES. IF SUCH ASSISTANCE IS REQUIRED, YOU SHOULD SEEK THE SERVICE OF A COMPETENT PROFESSIONAL. UNLESS SPECIFICALLY INCLUDED AS PART OF YOUR SUBSCRIPTION PLAN, ARGOS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT YOUR USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH OR GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE BUSINESS CREDENTIAL MONITORING SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE ENTIRE CUMULATIVE LIABILITY OF ARGOS AND ITS SUPPLIERS, AND YOUR EXCLUSIVE REMEDY FOR ALL MATTERS OR CLAIMS ARISING FROM OR RELATING TO THIS BCM AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY AND/OR DUE FROM YOU FOR THE BUSINESS CREDENTIAL MONITORING SERVICES TO ARGOS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARGOS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND (B) DAMAGES RELATING TO TELECOMMUNICATION FAILURES, INTERNET AND ELECTRONIC COMMUNICATIONS FAILURES, DELAYS OR LIMITATIONS, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET ARGOS SYSTEMS REQUIREMENTS, TAX POSITIONS TAKEN BY YOU ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE BUSINESS CREDENTIAL MONITORING SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ARGOS AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARGOS AND YOU AND ARGOS WOULD NOT HAVE PROVIDED THE LICENSE AND BUSINESS CREDENTIAL MONITORING SERVICES WITHOUT SUCH LIMITATIONS.

## MISCELLANEOUS

**Transfers.** This BCM Agreement and the use of the Business Credential Monitoring Services provided hereunder may not be assigned by you without the prior written approval of Argo, provided that you may assign the BCM Agreement and the use of the Business Credential Monitoring Services to a parent or affiliate entity or in connection with a sale or merger of your company or business. If your company is sold or merged into another company, please contact Argo so that we can transfer your license to the new company.

**Privacy Policy.** The Argos Privacy Policy is posted on the BCM Website at <https://www.argosrisk.com/AR-privacy-policy>. By entering into this BCM Agreement you agree to be bound by the Argos Privacy Policy.

**Choice of Law.** This BCM Agreement will be governed by the laws of the State of Minnesota, without regard to its conflicts of laws principles, and by applicable federal law. The parties hereto consent to the exclusive jurisdiction and venue of the state courts in Hennepin County, Minnesota or the federal court for the District of Minnesota.

**BCM Agreement and Amendments.** This BCM Agreement, including the BCM Website, the Subscription Plan and the Privacy Policy, constitutes the complete agreement between you and Argos regarding the Business Credential Monitoring Services subscribed to hereunder. In the event of any conflict between the terms of this BCM Agreement and the terms of your Subscription Plan, the terms of your Subscription Plan will prevail. Argos may amend this BCM Agreement or the terms of your Subscription Plan at any time by notifying you of such amendment or by posting any amendments on the BCM Website. Your continued use of the Business Credential Monitoring Services after Argos' publication of any amendment shall constitute your acceptance of this BCM Agreement and the Subscription Plan as modified.

**5.9 \$100,000 Data Breach Insurance.** RISK ASSESSMENT MUST BE COMPLETED TO QUALIFY FOR COVERAGE. This benefit provides reimbursement of up to \$100,000 in breach mitigation expenses and defense costs under a group master policy issued to AMT. See Summary Description of Benefits for more details.

### **Summary Description of Benefits for the Network Security and Privacy Liability Coverage Master Policy**

This Summary is provided to inform you that as a Business Identity Management subscriber of AMT Consumer Services, Inc. d/b/a AmTrust Solutions, ("AMT"), you are entitled to benefits under the Master Policy referenced below. This Summary Description of Benefits 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 Network Security and Privacy Liability Coverage, Policy Number 66053, which has been issued to AMT (the "**Master Policy Holder**"), is underwritten by insurance company subsidiaries or affiliates of AmTrust International

Underwriters Limited to provide benefits as described in this Summary to small businesses as a part of the Business Identity Management Offering.

## **BENEFITS**

Comprehensive cyber liability coverage, including:

- **Network Security & Privacy Liability** - Network Security and Privacy Liability (also known as “Cyber Liability”) protects the Insured against losses for the failure to protect a customer’s personally identifiable information (SSN, credit card numbers, medical information, passwords, etc.) via theft, unauthorized access, viruses, or denial of service attack.
- **Regulatory Defense & Penalties** - Covers defense expenses and regulatory fines and penalties imposed by a Regulatory Agency in connection with a data breach.
- **Crisis Management Expenses** – Provides the fees, costs, and expenses for public relations services to mitigate any actual or potential negative publicity from a data breach.
- **Privacy Notification Costs** – Provides the fees, costs, and expenses for the following to benefit persons whose information has been accessed without their authorization resulting from a data breach:
  - the cost to hire an information technology forensic expert or other security expert to determine the existence and cause of any data breach and to determine the persons whose personally identifiable information was accessed or acquired without their authorization;
  - the cost of preparing and sending individual notifications required by breach notification laws to persons whose personally identifiable information was accessed or acquired without their authorization;
  - the cost to provide up to one (1) year of credit and/or credit-related monitoring, credit-related remediation, and other identity theft financial recovery services to persons whose personally identifiable information was accessed or acquired without their authorization;
  - the cost of establishing and maintaining a call center to be used by persons whose personally identifiable information was accessed or acquired without their authorization.

## **LIMITS OF INSURANCE**

<b>Aggregate Limit of Insurance:</b>	<b>\$100,000</b>	
<b>Sublimits of Insurance:</b>		
Regulatory Defense and Penalties Coverage:	\$ 10,000	per insured
Crisis Management Expenses:	\$ 10,000	per insured
Privacy Notification Costs:	\$ 25,000	per insured
Deductible (Retention):	\$ 1,000	per insured

## **FILING A CLAIM**

If a written demand for monetary damage or non-monetary damages, including the service of suit or initiation of arbitration proceedings, has been made against you as a result of a data breach, you shall give the Insurer written notice as soon as practicable, but in no event later than sixty (60) days after the expiration of the policy period. All notices shall be sent by registered mail, email or fax to:

AmTrust Claims Director  
AmTrust Financial Group  
135 S. LaSalle Street; Suite 1925  
Chicago, IL 60603  
Email: [anaclaimsreporting@amtrustgroup.com](mailto:anaclaimsreporting@amtrustgroup.com)  
Fax: 312-781-0423

If you have any questions regarding coverage or wish to file a claim under the Master Policy, please contact the Insurer at 1-855-216-5606.

## **KEY COVERAGE CONDITIONS**

- **The insured must be a subscriber of an insured Business Identity Management Program of the Master Policyholder at the time of the claim.**
- **This is a group master policy issued to AMT. If this master policy is terminated, your benefits will cease effective that date. It is the obligation of the master policyholder to inform you of any termination of the master policy.**
- **As a condition precedent to your rights to coverage under this Policy, you shall complete the Master Policyholder's *Risk Assessment* document available on the Master Policyholder's Breach Preparedness portal. There shall be no coverage afforded by any provision of this Policy for any Insureds that have not completed the *Risk Assessment* document.**
- **The insured shall be responsible for the applicable Deductible amount shown above and you may not insure against it. You shall be responsible for only one Deductible during any one policy period.**
- **The Master Policy shall be excess over any other 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.**

## **GENERAL INFORMATION**

Should you have any questions regarding the services provided by the Master Policyholder, or wish to view a complete copy of the Master Policy, please call 1-855-216-5606.

Creation Date: August 2015

### **6. PROGRAM SERVICES CONTACT INFORMATION**

Please write to us or call us using the following information:

AmTrust Solutions

ATTN: Business Identity Management

P.O. Box 47900

Plymouth, MN 55447

Telephone: 1-855-216-5606

To contact us via email: [mybusinessidentity@amtrustsolutions.com](mailto:mybusinessidentity@amtrustsolutions.com)