



#### Terms and Conditions: Identity Protection

Services. The services are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and the third party service provider. If the third party service provider presents additional terms and conditions as part of a registration process, these terms and conditions will prevail in the event of a conflict. Customer authorizes Frontier or its third party service provider to obtain credit reports on Customer's behalf. The credit reports provided are intended to furnish Customer with information not otherwise readily available, but should not be relied upon for important personal and financial decisions.

Payment. Customer shall pay all charges for the services, and all applicable taxes and surcharges, when due.

Compliance with Law. Each party shall comply in all material respects with any and all applicable laws, regulations and policies, including without limitation concerning data privacy and consents.

Warranty. Customer represents and warrants that (a) it will provide true, accurate and current information about itself; (b) Customer is at least eighteen (18) years of age; (c) Customer is the rightful owner and recipient of all data furnished to or requested from Frontier or its third party service provider; and (d) Customer will use all data received through the service for a lawful purpose. Frontier and its third party service provider make no warranty, express or implied, with respect to the accuracy of the information contained in the credit reports. Neither Frontier nor its third party service provider are responsible for information contained in any reports obtained through provision of the service. Neither Frontier nor its third party service provider guarantee or warrant that the data obtained in performance of the services is correct, complete or current. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES.

Indemnification. Customer shall indemnify, defend and hold Frontier and its third party service provider (including their affiliates, and each party's respective directors, officers, employees, successors, assigns and agents) harmless from and against any and all claims, loss, damage, cost or expense (including reasonable



attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party to the extent resulting from Customer's acts or omissions.

**Limitation of Liability.** IN NO EVENT WILL FRONTIER, ITS THIRD PARTY SERVICE PROVIDER, OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO THE DELIVERY, USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MAXIMUM LIABILITY FOR FRONTIER, ITS THIRD PARTY SERVICE PROVIDER, AND THEIR AFFILIATES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges for the service have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

**Default and Termination.** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, then Frontier shall have the right either to suspend the service until the default is remedied or to terminate the service. Notwithstanding the above, Frontier may immediately terminate services if a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the services to Customer, or upon termination of Frontier's agreement with the third party service provider.

**Force Majeure.** In no event will Frontier, its third party service provider, or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control.

**Assignment.** Customer may not assign its rights or obligations with respect to the service.

**Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of New York, without regard to its conflicts of laws provisions.

**No Waiver.** If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

**Severability.** A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the



legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

Dispute Resolution. Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. To the extent permitted by law, the parties waive any rights to pursue any claim arising under this Agreement on a class basis.

Last update: 2/27/12

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