

# FRAUDARMOR™ LITE TERMS AND CONDITIONS OF USE

The FraudArmor<sup>TM</sup> Lite Check Fraud and Advancement Program is brought to you by Harland Clarke Corp. in conjunction with its Service Providers (jointly "FraudArmor Lite"). Together, we provide the suite of services that comprise the FraudArmor Lite Programs. FraudArmor Lite reserves the right to substitute or add additional Service Providers at FraudArmor Lite's discretion. Services are provided to the registered individual who subscribes for the Fraud Armor Lite "Service" defined in the applicable Fraud Armor Lite Service Description (each such subscriber hereinafter called the "Member").

Please read these Terms and Conditions carefully. Member's right to use any Service is expressly subject to full compliance with these Terms and Conditions, as they may be modified from time to time. If you do not agree with these Terms and Conditions, please do not register for any Service or disclose any information to FraudArmor Lite in connection with any Service.

#### **COMMON DEFINITIONS**

Certain capitalized terms referenced herein have the meanings ascribed to such terms in the Common Definitions.

## "Affiliated Persons" means:

Affiliated Persons shall be limited to:

- The spouse or domestic partner of registered Member (where "domestic partner" is defined as any person living in a legally recognized domestic partnership with Member in their state of residence; provided that, this definition does not affect the location in which the Service is being provided as set forth in the FraudArmor Lite Terms and Conditions)
- dependent children under the age of 21 who live with Member and dependent children under the age of 25 who are full-time students, as determined by IRS dependency requirements

"Losses" means, with respect to any order, any debits from Member's checking account for cleared checks due to the Subject Check Fraud.

"Resolution Specialist" means a named individual dedicated to Member's Restoration case and who is certified with the following credentials:

- Certified Identity Theft Risk Management Specialist (CITRMS) from The Institute of Fraud Risk Management
- International Association of Financial Crime Investigators (Member or above)
- Consumer Data Industry Association (Fair Credit Reporting Act Exam)

"Subject Check Fraud" means, with respect to a particular Subject check fraud event any occurrence of:

- a forged signature (a legitimate check that is forged with the Member's signature as the payer)
- a forged endorsement (a legitimate check that is endorsed and cashed or deposited by a person other than the designated payee based upon a fraudulent endorsement)

- an altered check (a legitimate check that is fraudulently altered as to the designated payee, check amount, or otherwise so as to benefit the person altering the check)
- a counterfeit check (applies to a document that purports to be a legitimate check drawn from your account, but in fact is not a legitimate check that results in an unauthorized debit to your checking account)

#### **PRIVACY**

FraudArmor Lite is committed to protecting the privacy of all Members. All Member information which is gathered in connection with any Service, and which is subject to applicable privacy laws, will be governed by the provisions of the Privacy Policy.

#### **GENERAL TERMS**

- 1. The FraudArmor Lite Services are currently available only to purchasers of checks for personal checking accounts who are:
  - Adult individuals who reside in the United States, or its territories or on U.S. Military bases; and FraudArmor Lite offers some of the Service(s) to adults who reside in the United States or its territories for the benefit of their Affiliated Persons, who may be under the age of 18.
- 2. The FraudArmor Lite Services are available for up to one year (12 months) from the date your check order is shipped or your use of the last check in your check order, whichever is first (the "Service Period"), unless otherwise stated in the Service Description. Service is only available for fraud that occurs or is first discovered during your Service Period. If you are in the recovery process (actively working with a Resolution Specialist) when the Service Period expires, your recovery case will continue until it is resolved, with no time limit.
- 3. FraudArmor Lite reserves the right to refuse or terminate the FraudArmor Lite program if the Member (or a person who is a joint account holder with the Member)
  - a. has committed fraud or other illegal acts with respect to an eligible check order or in connection with the request for assistance from FraudArmor Lite,
  - b. made untrue statements in connection with the request for assistance from FraudArmor Lite or to law enforcement or to the relevant financial institution
  - c. failed to fully cooperate with the Resolution Specialist's efforts to provide the Services to or on behalf of the Member;
  - d. failed to exercise ordinary care which substantially contributed to the occurrence of fraud on the applicable checking account; or
  - e. was fooled by an imposter.
- 4. In the event that fraud occurs outside of the United States, the Services are only performed with agencies and institutions in the United States, or territories where U.S. law applies.
- 5. In order to receive certain Services, the Member must call the designated toll-free number found at <a href="fraud-armorlite.com">fraud-armorlite.com</a> or on their check insert, provide the requested documentation and cooperate with the assigned FraudArmor Lite representative "Resolution Specialist". The Member may be asked to file a police report with their local law enforcement authority and identify the person or persons who are committing the acts of fraud, if known (the "Perpetrator"). The Member will continue to be eligible for Services even if it is found that the Perpetrator is a family member or acquaintance. If the Member does not cooperate with the law enforcement investigation of the Perpetrator FraudArmor Lite may not be able to complete all of the Services under this program.

- 6. FraudArmor Lite will not be liable to Members if FraudArmor Lite is unable to perform the Services or is delayed in performing its obligations due to failures, events or factors beyond its reasonable control.
- 7. Other restrictions may apply in certain states. All terms and conditions are subject to applicable law and may be limited thereby.
- 8. Eligibility for recovery Services due to check fraud is based on fraud events that are discovered or first known to the Member, and reported to the Resolution Specialist during the Service Period. Members who have fraud events that were first known prior to beginning of the Service Period are not eligible for services under this program for those pre-existing events.
- 9. FRAUDARMOR LITE DOES NOT PROVIDE CREDIT COUNSELING OR CREDIT REPAIR.
- 10. For consumer check purchases, FraudArmor Lite Services are available to all consumers whose names are printed on the checks for the subject account. If the Member purchases multiple boxes of checks for the same account in a single check order, FraudArmor Lite will apply to all checks in the order, and the term of the Services will run concurrently for all checks in the order. If the consumer purchases, in a single order, checks for more than one account with different personalization, FraudArmor Lite Services will apply to all checks in the order that have FraudArmor Lite associated with it and all persons named on any check in the order will be eligible for the FraudArmor Lite Services.
- 11. If a Member places a reorder of checks within the Service Period the Service Period will be extended to equal twelve (12) months from the date of the most recent check order ship date, or the use of the last check in the check order, whichever comes first.
- 12. FraudArmor Lite does not provide legal advice or replace the need for an attorney or other legal representative, should the Member deem that such legal representation is necessary.

## **DESCRIPTION OF SERVICE**

See Service Description. fraud-armorlite.com/service

#### **GENERAL LIMITATIONS**

To the fullest extent permissible by law, except as expressly provided in the Service Descriptions, or these Terms and Conditions, FraudArmor Lite makes no warranties of any kind regarding any Service, either express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. FraudArmor Lite has priced each Service based on this limitation of liability, which is an important term of the applicable Service. In no event shall FraudArmor Lite, its subcontractors or agents be liable to Member or any third party for any incidental, indirect, consequential, exemplary, special, or punitive damages, including without limitation loss of use or lost businesses, revenue, profits, or goodwill, arising in connection with any Service or the unavailability thereof, or these Terms and Conditions, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if FraudArmor Lite knew or should have known of the possibility of such damages. FraudArmor Lite assumes no responsibility for the timeliness, deletion, failed delivery or failure to store any information obtained or distributed through the Services. Since FraudArmor Lite and its subcontractors obtain data from third parties, such information may, or may not be, completely thorough, timely and accurate. Member shall not rely

upon FraudArmor Lite for the accuracy or completeness of information supplied in using any of the Services.

EACH SERVICE IS AVAILABLE ON AN "AS IS" BASIS ONLY. IN NO EVENT SHALL FRAUDARMOR LITE'S LIABILITY IN CONNECTION WITH ANY SERVICE EXCEED THE AMOUNTS PAID TO FRAUDARMOR LITE FOR SUCH SERVICE.

FraudArmor Lite will not be liable if it is unable to perform or deliver any part of the Services or is delayed in performing any such obligations due to failure of any of data processing systems, hardware systems, the Internet, or because of any incident, event or factor outside FraudArmor Lite's reasonable control, herein.

Neither FraudArmor Lite nor its Service Provider shall be liable for any loss or injury that may arise out of its acts or omissions, whether negligent or otherwise, in obtaining, distributing, compiling, collecting, interpreting, reporting, communicating, or delivering any applicable Service. Member understands and agrees that every financial decision involves assumption of a risk, and that FraudArmor Lite does not underwrite that risk in any manner whatsoever.

## **ADDITIONAL TERMS**

The Check Fraud Restoration and Advancement Service applies only to checks drawn from the financial institution account identified in the check order. Check Fraud Restoration and Advancement apply only if the facts alleged in Member's police report indicate that Member has a valid request for the advanced funds under applicable provisions of the Uniform Commercial Code, and the Member does not misrepresent such facts. If Member is advanced funds by FraudArmor Lite as a result of losses and paid a second time for the Losses by the Member's applicable financial institution or financial institution. Member shall hold the second payment as an agent for FraudArmor Lite and deliver such funds to FraudArmor Lite as directed by FraudArmor Lite. Any Losses must arise from fraud involving a check drawn on a checking account at a financial institution domiciled in the United States or its territories and must be reported to law enforcement authorities as evidenced by a police report in the United States or U.S. Territories. FraudArmor Lite reserves the right to not advance funds to any Member for any Losses incurred by Member as a result of any Subject Check Fraud perpetrated by (i) Member, (ii) any employee or agent of Member and/or any other person who is a joint account holder with Member, and (iii) any Affiliated Persons unless a police report is filed against the Affiliated Person who was the perpetrator of the Subject Check Fraud. Due to the higher incidence of fraud against businesses and the larger size of funds needed to provide the Service to businesses, fees for companies registering for the Service will be different than corresponding fees for individual Members. FraudArmor Lite reserves the right, at its sole discretion, to collect from the Member any portion of the advanced funds that Member had received in the event that Member's financial institution does not reimburse FraudArmor Lite for any portion of Member's Losses. FraudArmor Lite will not advance funds against any Losses unless Member with reasonable promptness provides to FraudArmor Lite the properly completed documentation requested by FraudArmor Lite and, in any event, on or before the earlier of thirty (30) days after (i) Member discovering the Subject Check Fraud; and (ii) Member being provided with the financial institution statement reflecting, or the original or a copy of the check that is the subject of the Subject Check Fraud; or the time period for which Member's financial institution requires the reporting of check fraud.

The Service does not include any effort to improve Member's credit score or history for any items or incidents not related to the Subject check fraud event Subject Check Fraud event. The Service is expressly limited to the Services stated in the applicable Service Description. The Service does NOT apply to any acts of copyright, trademark, service mark, patent or other intellectual property infringement/dilution, or to any other events not expressly defined herein as a Subject Check Fraud event. FraudArmor Lite will NOT provide any investigation or documentation regarding the scope or

damages of any Subject check fraud event Subject check fraud event. FraudArmor Lite will NOT, as part of the Service, file any civil or criminal complaints, affidavits or pleadings on behalf of Member. FraudArmor Lite will NOT reimburse Member for any financial losses whatsoever. There is no guarantee FraudArmor Lite will be successful in assisting Member to resolving the Subject Check Fraud event to Member's satisfaction. FraudArmor Lite's ability to perform the Service requires Member's cooperation. FraudArmor Lite reserves the right to refuse or terminate the Service if it determines that Member or its representatives are committing fraud or other illegal acts, making untrue statements, or failing to fully cooperate with its efforts to restore credit records. FraudArmor Lite will not provide the Service if it discovers that Member or its authorized representatives knew or had reason to know of any applicable Subject Check Fraud event at the time Member registered for the Service. The Service is available only to adult individuals residing in the United States. The Service does not include credit counseling, legal services, or any other service not expressly stated herein.

The following potential Subject Check Fraud event(s) are NOT included in the Service:

- any Subject Check Fraud event for which Member is unwilling to prosecute the person who caused Member to suffer the fraud or its consequences
- any dishonest, criminal, malicious, or fraudulent act in which Member participated or
- any pre-existing stolen identity event based on information for which Member had or should have had knowledge prior to registering for the Service

## ABUSE OF FRAUDARMOR LITE

Member agrees and understands it will not use any Service to obtain information about a person other than the registered Member. If FraudArmor Lite has reasonable grounds to suspect Member is trying to obtain information about someone else, FraudArmor Lite may suspend or terminate any Service. Member understands and agrees not to use any Service for consumer credit purposes, consumer insurance underwriting, pre-employment purposes, tenant screening purposes, or for other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C Sec. 1681 et seq.) or similar statute. Member must use any Service in strict compliance with the Gramm-Leach Billey Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable. By registering for any Service, Member authorizes and instructs FraudArmor Lite and its agents to act on Member's behalf by accessing and using any available online searchable databases on behalf of Member for the purpose of obtaining and gathering information about Member for Member's sole use and benefit and, in certain cases, to remove information about Member from such databases. The public information that any Service obtains is delivered via the Internet by a digital dashboard that contains alert flags and nationwide public record information that is obtained from third parties as well as proprietary databases and derived information.

MEMBER AGREES THAT FRAUDARMOR LITE DOES NOT PROVIDE INSURANCE AND IS NEITHER AN INSURANCE COMPANY NOR AN AGENT FOR AN INSURANCE COMPANY. NOR IS IT A CREDIT REPAIR ORGANIZATION OR A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP MEMBER IMPROVE MEMBER'S CREDIT HISTORY OR RATING. Member agrees that, unless specified in the applicable Service Description, FraudArmor Lite will not make payments to Member or otherwise be liable or responsible for any loss, damage or liability Member may incur in any way related to a Check Fraud Event (or otherwise), including, without limitation, any monetary, financial or other economic loss, theft or damage of any kind.

## **MISCELLANEOUS**

These Terms and Conditions and the Services shall be governed by and enforced pursuant to the laws of the State of Texas. These Terms and Conditions and the documents referenced herein collectively serve as the sole and exclusive agreement between Member and FraudArmor Lite

regarding the applicable Service(s) and supersede all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. If any provision of these Terms and Conditions is held to be invalid or otherwise unenforceable, the remainder of these terms will remain in full force and effect and will in no way be invalidated or otherwise affected.

MEMBER AND FRAUDARMOR LITE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THE SERVICE AND/OR THESE TERMS AND CONDITIONS AND AGREE TO EXCLUSIVE AND MANDATORY VENUE OF ANY DISPUTE RESOLUTION PROCESS OR PROCEEDING IN THE APPROPRIATE FORUM IN SAN ANTONIO, BEXAR COUNTY, TEXAS. MEMBER SHALL BE ENTITLED TO PARTICIPATE REMOTELY.

Member hereby agrees to indemnify and hold harmless FraudArmor Lite, its affiliates, officers, directors, employees, consultants, agents, service providers, from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from any claim relating to Member's use of any Service or violation of any law or rights of a third party.

Member inquiries regarding any Service should be sent as follows:

Phone: 1 (866)-923-0452

Email: info@fraudarmorservice.com