

November 14, 2013



John Q Sample  
123 Main Street  
Anytown, US 12345-6789

Dear John Q Sample

I am writing to you on behalf of Company about a potential security incident. We recently discovered that certain unauthorized software was uploaded to our computer system. Upon discovery, we immediately analyzed the software, determined that it was malicious and removed it. In the course of our investigation, we determined that a hacker, through the malicious software, had viewed files containing a username and password. We immediately disabled the compromised username and password and launched an internal investigation to determine whether the credentials could be used to access personal information stored on our system. We also hired a third party computer forensics team to assist us in determining the extent to which our system may have been compromised.

The investigation found that the malicious software was used to view computer files containing a username and password that could be used to access personal information stored on our system. It appears that the malicious software was installed around October 2, 2013. Although we cannot confirm whether your personal information has been accessed, we are contacting you because your name, mailing address and Clientdef1 were stored on our system in connection with the Clientdef2 product you received from us.

I would like to emphasize that, to date, we have no evidence that your personal information was actually accessed or acquired. Nevertheless, as a precautionary measure, we have purchased twelve months of AllClear PRO and AllClear SECURE identity protection services from AllClear ID, at no cost to you. The identity protection services begin on the date of this letter and continue for the next twelve months.

AllClear PRO includes credit monitoring and identity theft insurance. You may sign up online for AllClear PRO at [enroll.allclearid.com](http://enroll.allclearid.com), by mail with the enclosed mail-in registration form, or by phone by calling (877) 412-7147 using the following redemption code: 9999999999. Additional steps may be required by you in order to activate your phone alerts, and mailed registrations may take up to ten (10) business days before the registration is received and you are able to log in to your account. AllClear SECURE includes services if you suspect that you are a victim of identity theft - simply call (877) 412-7147 and an investigator will assist you. Please see the enclosure to learn more about AllClear PRO and AllClear SECURE.



Experts recommend that you periodically review your credit report and account statements, even if you do not initially find suspicious activity. We have also included with this letter an explanation of additional steps you may consider taking to further protect yourself. Moreover, you should not provide personal information to others unless you are certain of the requester's identity and, as always, you should remain vigilant for incidents of fraud and identity theft.

Company takes its responsibility to protect your privacy very seriously. We regret that this incident occurred, and we are taking steps to prevent future incidents of this nature and improve and strengthen the security of our system. If you have any questions, please do not hesitate to contact representatives from AllClear ID, toll-free, at (877) 412-7147, Monday through Saturday, between 8:00 AM and 8:00 PM CT.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Kreitzberg", with a long horizontal flourish extending to the right.

Douglas Kreitzberg, CEO  
USI Affinity

## IDENTITY THEFT PRECAUTIONS

### Free Credit Report

The Fair Credit Reporting Act requires each of the three nationwide consumer reporting agencies (Equifax, Experian and TransUnion) to provide you annually, upon request, with a free copy of your credit report. Obtaining a copy of your credit report from each agency on an annual basis, and reviewing it for suspicious activity, can help you spot problems and address them quickly. You can request your free credit report online at [www.annualcreditreport.com](http://www.annualcreditreport.com) or by phone at 1-877-322-8228. You can also request your free credit report by completing the request form available at [www.annualcreditreport.com](http://www.annualcreditreport.com), and mailing it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.

### Fraud Alert

As a precaution against identity theft, you can consider placing a fraud alert on your credit file. A "fraud alert" tells creditors to contact you before opening a new account or changing an existing account. A fraud alert also lets your creditors know to watch for unusual or suspicious activity. To place a fraud alert, call any one of the three major consumer reporting agencies listed below. An initial fraud alert remains effective for ninety days, and is free of charge. If you wish, you can renew the fraud alert at the expiration of this initial period. As soon as one credit agency confirms your fraud alert, the others are notified to place fraud alerts on your file.

#### Equifax

Equifax Information Services LLC  
P.O. Box 105069  
Atlanta, GA 30348-5069  
Toll-free: 800-525-6285  
[www.fraudalerts.equifax.com](http://www.fraudalerts.equifax.com)

#### TransUnion

Fraud Victim Assistance Department  
P.O. Box 6790  
Fullerton, CA 92834  
Toll-free: 800-680-7289  
[www.transunion.com](http://www.transunion.com)

#### Experian

P.O. Box 2002  
Allen, TX 75013  
Toll-free: 888-397-3742  
[www.experian.com/fraud/center.html](http://www.experian.com/fraud/center.html)

### Further Information

You may obtain additional information about identity theft (including a security freeze) by contacting the above or the Federal Trade Commission (FTC) using the contact information below. In addition, certain state laws advise you to report suspected incidents of identity theft to the FTC, local law enforcement or to your Attorney General's office.

**Federal Trade Commission  
Consumer Response Center**  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-IDTHEFT (438-4338)  
[www.ftc.gov/idtheft](http://www.ftc.gov/idtheft)



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## Terms of Use for AllClear Secure

If you become a victim of fraud using your personal information without authorization, AllClear ID will help recover your financial losses and restore your identity. Benefits include:

- Automatic 12 months of coverage;
- No cost to you – ever. AllClear Secure is paid for by the participating Company.

### **Services Provided**

If you suspect identity theft, simply call AllClear ID to file a claim. AllClear ID will provide appropriate and necessary remediation services (“Services”) to help restore the compromised accounts and your identity to the state prior to the incident of fraud. Services are determined at the sole discretion of AllClear ID and are subject to the terms and conditions found on the AllClear ID website. AllClear Secure is not an insurance policy, and AllClear ID will not make payments or reimbursements to you for any financial loss, liabilities or expenses you incur.

### **Coverage Period**

You are automatically protected for 12 months from the date the breach incident occurred, as communicated in the breach notification letter you received from Company (the “Coverage Period”). Fraud Events that occurred prior to your Coverage Period are not covered by AllClear Secure services.

### **Eligibility Requirements**

To be eligible for Services under AllClear Secure coverage, you must fully comply, without limitations, with your obligations under the terms herein, you must be a citizen eighteen (18) years of age or older, reside in the United States, and have a valid U.S. Social Security number. Minors under eighteen (18) years of age may be eligible, but must be sponsored by a parent or guardian. The Services cover only you and your personal financial and medical accounts that are directly associated with your valid U.S. Social Security number, including but not limited to credit card, bank, or other financial accounts and/or medical accounts.

### **How to File a Claim**

If you become a victim of fraud covered by the AllClear Secure services, you must:

- Notify AllClear ID by calling 1.855.434.8077 to report the fraud prior to expiration of your Coverage Period;
- Provide proof of eligibility for AllClear Secure by providing the redemption code on the notification letter you received from the sponsor Company;
- Fully cooperate and be truthful with AllClear ID about the Event and agree to execute any documents AllClear ID may reasonably require;
- Fully cooperate with AllClear ID in any remediation process, including, but not limited to, providing AllClear ID with copies of all available investigation files or reports from any institution, including, but not limited to, credit institutions or law enforcement agencies, relating to the alleged theft.

### **Coverage under AllClear Secure Does Not Apply to the Following:**

Any expense, damage or loss:

- Due to
  - Any transactions on your financial accounts made by authorized users, even if acting without your knowledge
  - Any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your “Misrepresentation”)
- Incurred by you from an Event that did not occur during your coverage period;
- In connection with an Event that you fail to report to AllClear ID prior to the expiration of your AllClear Secure coverage period.

### **Other Exclusions:**

- AllClear ID will not pay or be obligated for any costs or expenses other than as described herein, including without limitation fees of any service providers not retained by AllClear ID; AllClear ID reserves the right to investigate any asserted claim to determine its validity;
- AllClear ID is not an insurance company, and AllClear Secure is not an insurance policy; AllClear ID will not make payments or reimbursements to you for any loss or liability you may incur;
- AllClear ID is not a credit repair organization, is not a credit counseling service, and does not promise to help you improve your credit history or rating beyond resolving incidents of fraud; and
- You are expected to protect your personal information in a reasonable way at all times. Accordingly, you will not recklessly disclose or publish your Social Security number or any other personal information to those who would reasonably be expected to improperly use or disclose that Personal Information, such as, by way of example, in response to “phishing” scams, unsolicited emails, or pop-up messages seeking disclosure of personal information.

### **Opt-out Policy**

If for any reason you wish to have your information removed from the eligibility database for AllClear Secure, please contact AllClear ID:

<b>E-mail</b> support@allclearid.com	<b>Mail</b> AllClear ID, Inc. 823 Congress Avenue Suite 300 Austin, Texas 78701	<b>Phone</b> 1.855.434.8077
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# OPTIONAL: Register for AllClear ID PRO

AllClear ID Corporate Address  
823 Congress Ave, Suite 300 –Austin, TX 78701

AllClear ID Mail Processing Center  
P.O. Box 3356 – Suwanee, GA 30024-9847

To register by mail, complete this form and mail to **AllClear ID** at the address above.  
You do not need to complete this form if you register online at [enroll.allclearid.com](http://enroll.allclearid.com) or by phone at (877) 412-7147.

### INSTRUCTIONS:

- **Fill in your personal information.** All fields are required unless specified otherwise. Please provide at least one phone number.
- **To register additional family members,** please use a separate form. **To register a minor** under 18 years old, please provide information for the parent or legal guardian. Correspondence concerning a minor will be addressed to the parent or legal guardian.
- If you have an **AllClear ID Redemption Code** or **Promotion Code**, enter it at the top of the Registrant Personal Information Section.

Please **PRINT CLEARLY** in **BLACK INK** within the boxes.

Shade the bubbles completely. Correct: ● Incorrect: ⊗ ⊕

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### ADDRESS INFORMATION

Please do not write in this section. Please use the "Change of Address" section to make corrections.

John Q Sample  
123 Main Street  
Anytown, US 12345-6789

REDEMPTION CODE: 9999999999

### REGISTRANT PERSONAL INFORMATION

GENDER	DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY NUMBER (Required)
<input type="radio"/> MALE	<input type="text"/>	<input type="text"/>
<input type="radio"/> FEMALE		
MOBILE PHONE NUMBER	HOME PHONE NUMBER	WORK PHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS (For Online Account Access)		
<input type="text"/>		

### PARENT/ LEGAL GUARDIAN INFORMATION (If Registering a Minor)

FIRST NAME	MIDDLE LAST NAME	SUFFIX
<input type="text"/>	<input type="text"/>	<input type="text"/>
GENDER	DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY NUMBER (Required)
<input type="radio"/> MALE	<input type="text"/>	<input type="text"/>
<input type="radio"/> FEMALE		
MOBILE PHONE NUMBER	HOME PHONE NUMBER	WORK PHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS (For Online Account Access)		
<input type="text"/>		

### CHANGE OF NAME OR ADDRESS (Optional)

FIRST NAME	MIDDLE LAST NAME	SUFFIX
<input type="text"/>	<input type="text"/>	<input type="text"/>
RESIDENCE ADDRESS LINE 1		
<input type="text"/>		
RESIDENCE ADDRESS LINE 2 (Optional)		
<input type="text"/>		
CITY	STATE	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>

By registering for AllClear ID, I agree to the AllClear ID End User License Agreement (enclosed) and I authorize AllClear ID, who provides Identity Theft Protection, and its service providers to obtain and monitor my own credit information from credit reporting agencies and send this information to me alone for my own use. I certify that I am the parent/legal guardian of any children that I register for the AllClear ID service. Please note that additional action after registration may be required by you in order to activate your phone alerts and monitoring options. Mailed registrations may take up to ten (10) business days before the registration is received and you are able to log in to activate these features.

Under federal law, you have the right to receive a free copy of your credit report once every twelve months from each of the three national consumer reporting agencies. To request your free annual report under that law, visit [www.annualcreditreport.com](http://www.annualcreditreport.com) or call (877) 322-8228.



## End User Services Agreement

This agreement ("Agreement") is made by & between AllClear ID, Inc., formerly "Debix" ("AllClear ID"), having an address of 823 Congress Avenue, Ste. 300, Austin, TX 78701, & you ("you"). As of the date you register for or enroll in the Service, the parties agree as follows:

- 1. Definitions.** The "Service" means the Premium Service and/or the Basic Service, for which you enroll, as the case may be, determined in accordance with your registration & the terms hereof. The "Premium Service" is one of the following, depending on your election at registration: (i) AllClear ID Pro (ii) AllClear ID Plus (iii) AllClear ID Guarantee. A Premium Service may include a Service that a third party is purchasing for you on your behalf, i.e. it may be free to you but still a Premium Service. The "Basic Service" is AllClear ID Basic and is provided at no cost. References to the Service include any use you make of the interface available at [www.debix.com](http://www.debix.com) or [www.allclearid.com](http://www.allclearid.com) (collectively, the "Site").
- 2. Provision of the Service.** AllClear ID will provide you with the Service you elected at registration subject to the terms and conditions of this Agreement. A detailed description of the Service for which you are registered can be found in your profile which may be accessed by logging into the Site. **Term & Termination Re: Basic Service.** Your subscription to the Basic Service commences upon your registration, covers identity theft events occurring after registration, & terminates upon the earlier of (i) AllClear ID's notification to you of its discontinuance of the Basic Service offering, (ii) AllClear ID's election to terminate your Basic Service if you do not opt in at the end of the then-current subscription period, or (iii) your election to terminate your subscription to the Basic Service, each of which may occur at any time.
- 3. Subscription Fee.** The subscription fee for the Premium Service, if applicable, will be billed at the retail price currently in effect, at a previously approved & agreed-upon pricing, or in accordance with the applicable promotion code on the Site & according to the terms described herein. If you have questions regarding your fee, please contact customer service toll free at the applicable phone number listed above. AllClear ID will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service (if any) for which you have registered in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, AllClear ID will refund payment for only any full, unused months. If someone has paid on your behalf and you cancel, you will not receive a refund.
- 4. Free Trial.** If you receive a Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are subscribing to a Premium Service on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that AllClear ID is authorized to charge you a monthly subscription fee for such Premium Service at the current rate to the payment method you provided during registration. You must provide a valid payment method to enroll in any free trial. AllClear ID will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel prior to the end of the free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. **If you cancel prior to the end of your free trial period, there will be no charges to your payment method.**
- 5. Scope of Coverage; Term & Termination of Premium Service.** If you are a subscriber to a Premium Service, your subscription to such Premium Service commences upon your registration. Additional action may be required by you after registration in order to activate your phone alerts and monitoring options. Failure to activate or use an available feature of the Service does not affect the cost of the Service. The Premium Service covers identity theft events discovered after registration. If a third party has procured the Premium Service on your behalf, your subscription to the Premium Service will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you are subscribing to a Premium Service on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, AllClear ID may convert you to the Basic Service for one (1) year, subject to the terms & conditions applicable to the Basic Service as set forth herein. If you transfer from one Service to another, the terms and description of such newly elected Service will apply. In the event that you elect to transfer to a new Service, you will forfeit any remaining entitlement in your previous Service. Notwithstanding the foregoing, if you are affected by two separate incidents from the same source company, your newly elected Service will continue after the term of your previous Service, with no forfeiture.
- 6. Restrictions.** You will use any Service only for your benefit & for its intended purpose. You will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any AllClear ID notices or markings, or add any other notices or markings within the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide AllClear ID with detailed information regarding any such activity.
- 7. Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & All Feedback & all intellectual property rights embodied therein are & will remain AllClear ID's exclusive property. You will take all reasonable actions to perfect such ownership, including without limitation executing instruments of assignment. AllClear ID reserves all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains AllClear ID proprietary & confidential information. You will hold such information in confidence & not use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("Feedback"), except to the extent set forth in our Privacy Policy you hereby assign all right, title, & interest therein to AllClear ID. If such assignment is ineffective, you agree to grant to AllClear ID a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.
- 8. Support.** In connection with the Service, AllClear ID will provide the support specified on the Site from time to time.
- 9. Disclaimer of Warranties.** 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 PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. ALLCLEAR ID DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. ALLCLEAR ID DOES NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- 10. Authorization.** You authorize AllClear ID & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If AllClear ID is unable to process the credit monitoring request, AllClear ID will make a reasonable effort to contact you. You certify that you have the express consent of all adults that you register to submit their information to AllClear ID with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register for the Service has read & accepted the terms & conditions of this Agreement, and authorizes AllClear ID, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & send this information to him or her alone for his or her own use. You agree that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act. You certify that you are the parent/legal guardian of any and all children that you register for the Service. Information that AllClear ID collects from you will be treated in accordance with the AllClear ID Privacy Policy: <https://www.allclearid.com/legal/privacy-policy>.
- 11. Limitation of Liability.** ALLCLEAR ID WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLCLEAR ID SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH ALLCLEAR ID WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations & exclusions in Sections 11 & 13 are held unenforceable, warranties will be disclaimed, & AllClear ID's liability will be limited to the greatest extent permitted under applicable law.
- 12. Compliance with Law.** You warrant that in using the Service, you will comply with all applicable laws, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, AllClear ID from any third party claim against AllClear ID arising from your failure to comply with this Agreement.
- 13. Termination Procedure.** AllClear ID may require reasonable identification verification before completing any request to terminate the Agreement or to cancel the Service.
- 14. General.** Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to AllClear ID, the address set forth above or at [support@allclearid.com](mailto:support@allclearid.com) & (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice in accordance with this provision. It is your responsibility to keep your contact information up to date. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of Texas, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, & to the fullest extent permitted under applicable law, you consent to the same as the exclusive jurisdiction for claims arising hereunder & waive any objection to venue of such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without written consent by AllClear ID. AllClear ID may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by AllClear ID. Certain businesses not affiliated with AllClear ID may display the AllClear ID or AllClear Guarantee logo and offer access to the AllClear ID service. Such use or offers should not be construed, in any respect, as an endorsement or guarantee by AllClear ID of the security practices of such businesses. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 - 14, which survive.