

Terms of Service for Privacy Monitor

Terms and conditions applicable to those users enrolled in the Privacy Monitor service

Privacy Monitor Terms and Conditions

These Terms and Conditions (the "Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you may use the Privacy Monitor service (the "Service"). You must agree to these Terms to use the Service; if you do not agree to all or any part of these Terms, you must not register for or use the Service.

These Terms apply only to your use of this Privacy Monitor Service. Other LifeLock products and services are subject to different terms, including the LifeLock Service Terms available [here](#). In addition, your use of the LifeLock website is subject to the Website Terms of Use, which, are available [here](#) and are incorporated by reference into these Terms.

1. Changes to these Terms

WE MAY CHANGE, UPDATE, ADD OR REMOVE PROVISIONS OF THESE TERMS AT ANY TIME BY POSTING THOSE CHANGES ON OUR SITE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH NOTICE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE UPDATED TERMS YOU MUST STOP USING THE SERVICE. YOU MAY TERMINATE YOUR USE OF THE SERVICE AT ANY TIME, BY ...

2. Eligibility

You must be 18 years of age to use the Service. By registering for and using the Service, you represent and warrant that you are a natural person, are over eighteen (18) years of age, that your use of the Service does not violate applicable laws, and that you agree to these Terms.

3. Description of the Service

1. Overview

If you register for the Privacy Monitor Service, LifeLock will make reasonable efforts to, on your behalf and at your request, opt you out of certain third party databases and websites (the " **Third Party Sites** "). For other Third Party Sites, we may provide you with instructions on how to opt out yourself.

For a list of Third Party Sites, click [here](#). Most of these Third Party Sites are run by data brokers and data aggregators. We may add to or remove Third Party Sites from this list

at any time, without notice to you; while we will attempt to keep this [here](#) current and up-to-date, we do not represent or warrant that it is 100% accurate, or that we can effectively remove all of your personal information from each of the Third Party Sites on this list.

You are required to comply with the terms and conditions for any such Third Party Site when you submit an opt out to a Third Party Site. As noted below, you also authorize us to agree to the applicable terms and conditions for any Third Party Site to which we submit an opt out on your behalf. We recommend that you review the terms and conditions for each Third Party Site before you submit an opt out or request that we submit an opt out request on your behalf.

By “opt out” or “opt you out,” we mean that we will take efforts to request, or will provide you with instructions on how to request, that a Third Party Site remove or suppress your personal information from its databases or public-facing pages or restrict or limit the disclosure of your personal information, including by attempting to

- 1. have your information removed from one or more databases operated by a Third Party Site,**
- 2. have your information suppressed in whole or in part from being shared by a Third Party Site,**
- 3. have your information suppressed in whole or in part from being disclosed publically by a Third Party Site, or**
- 4. otherwise limit the disclosure of your personal information by a Third Party Site.**

The extent of the opt-out we submit or attempt to submit on your behalf varies by Third Party Site, and depends on the terms and the practices established by each Third Party Site. Similarly, the extent of the opt outs that we provide instructions for exercising will vary by Third Party Site.

We may be required submit one or more requests to a Third Party Site to remove multiple records identifying you. Further, some of the Third Party Sites may contact you to confirm your request and/or to request additional information; you agree that we may submit your contact information to these Third Party Sites and that they may contact you.

You also understand and acknowledge that you could submit an opt out to these Third Party Sites to the same extent that LifeLock submits the opt out on your behalf. LifeLock makes no claims that it has any ability to opt you out of any Third Party Site that goes beyond your ability to do so on your own behalf. Further, you agree that LifeLock is under no obligation to and will not pay any fees to a Third Party Site in order to opt you out.

2. Limited Authority to Act on Your Behalf

In order to opt you out, we may need to interact with Third Party Sites on your behalf. You expressly authorize LifeLock, its agents, and its employees, to act as your personal representative in order to submit opt outs to Third Party Sites and otherwise implement the Service, including by acting to:

- obtain information on your behalf;
- submit your personal information to the Third Party Sites;
- communicate with the Third Party Sites or other third parties on your behalf;
- create an account in your name with the Third Party Sites;
- agree to applicable terms and conditions imposed by these Third Party Sites;
- complete and sign or execute documents on your behalf; and
- take other actions that LifeLock believes is reasonably necessary to opt you out of a Third Party Site or implement the Service.

You are prohibited from granting us or purporting to grant us authority to act on behalf of any person other than yourself.

3. Accuracy of Your Information

As noted, in order to opt you out and in order to search for your records, we may need to collect, as well as submit to Third Party Sites, certain personal information about you. You agree to provide accurate and complete information to us, and you represent and warrant that all of the information you submit to us in connection with the Service is true, and relates to you, not another person. If you give us information that we know, discover or suspect is false or inaccurate, or relates to another person, we may suspend or terminate your access to the Service and reserve the right to, where we deem it appropriate, report such conduct to law enforcement and other third parties, and to cooperate in the investigation of such conduct.

4. No Guarantee

We do not guarantee that the Service will be effective, that opt out requests will be honored, or that all opt outs will be equivalent. Certain of the Third Party Sites may have multiple databases, and may acquire and aggregate data about individuals on an ongoing basis. The opt out we submit on your behalf may not be effective for all sources of data maintained by the Third Party Site, or for data acquired by the Third Party Site after we submit the opt out on your behalf. In addition, we may not locate all entries or the correct entries of your personal information that are eligible for an opt out, and not all of these Third Party Sites offer the same type of opt out. Further, in some instances,

even if we are able to effectively submit an opt out on your behalf to a Third Party Site, that Third Party Site may still maintain your personal information in its records. In other instances, a Third Party Site may fail to honor or properly respond to an opt out request.

You understand and agree, that we cannot and do not guarantee that any of these Third Party Sites will honor or respond to an opt out request, that an opt out request will prevent all or any future uses or disclosures of your personal information by a Third Party Site, that we will identify all instances of your personal information that are eligible for an opt out with the Third Party Sites, or that all copies of your personal information held by a Third Party Site will be permanently deleted. We are not responsible for the actions or inactions of any of these Third Party Sites, and make no representations, warranties or guarantees related to such. You expressly agree that we will not be liable to you under any circumstances for any actions or inactions of these Third Party Sites, or for our failure for any reason to exercise effective opt outs on your behalf.

5. Materials

LifeLock may provide content through the Service that is copyrighted and/or trademarked work of LifeLock or its third-party licensors and suppliers (collectively, the “**Materials**”). Materials may include logos, graphics, video, images, software and other content. Subject to the terms and conditions of these Terms, and your compliance with these Terms, LifeLock hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Service solely for your personal use. Except for the foregoing license, you have no other rights in the Service or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Service or Materials in any manner. If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

6. Changes to the Service

We reserve the right to change, modify, add to, discontinue, or retire the Service and/or any aspect or feature of the Service at any time. We will provide notice of material changes to Service by emailing you at your email address of record or notifying you within your Privacy Monitor account. We have no obligation to provide you with direct notice of any such changes in any other manner. If we update the Service and you object to such change for any reason, your sole remedy shall be to terminate your use of the Service.

Currently, the Service is made available to you by LifeLock at no charge. We may, however, at any time begin to charge for the use of the Service; if we do so, we will provide you with the opportunity to approve or reject such fees. If you fail or refuse to approve such fees, we may, in our sole discretion, terminate your use of the Service, continue to support your current use of the Service, or grant you access to a modified version of the Service that may contain different or more limited features of the Service than those previously available to you and/or currently available to other users.

7. Term and Termination

These Terms will continue until terminated by us or you, in accordance with this paragraph. We reserve the right to terminate the Service at any time, with or without prior notice to you. In addition, we reserve the right to terminate your access to the Service as well as these Terms at any time, for any reason. You may terminate your use of the Service and thus these Terms at any time, by ...

8. Privacy

You agree that we may use the personal information we collect from or about you related to the Service as set forth [here](#) in, and in accordance with our Global Privacy Policy, which is available here and incorporated by reference into these Terms. In addition, you expressly acknowledge and agree that:

- LifeLock and its affiliates may communicate with you via email, phone, direct mail or other method in order to send you information and offers about other services or products we think may interest you;
- LifeLock may disclose your personal information (including but not limited to your name, contact information, driver's license, and other identity verifying information) to third parties in order opt you out of a Third Party Site, and a Third Party Site may contact you in response to or related to an opt out request;
- LifeLock is not liable to you for the treatment or use of your personal information by a Third Party Site, even where such violates these Terms, our Privacy Policy or the terms and conditions of that Third Party Site;
- LifeLock may send you alerts and service updates via email; and
- We will retain and use any personal information that you submit to us, even after you have terminated the Service. We have no obligation to delete your personal information that you submit to us, even after you stop using the Service. We will continue to treat your personal information as disclosed in our Privacy Policy.

9. Ownership of Intellectual Property Rights

We retain all right, title and interest (including all copyright, trademark, patent, trade secrets and all other intellectual property rights) in our Service and Materials (including the Data) as well as our trademarks, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Service. Further, your use of or access to our website and to any content, materials, data or information available on or via our website or the Service, is subject to the LifeLock [DMCA Notice and Procedure](#), including its applicable provisions on intellectual property, feedback, submissions, and proprietary rights.

10. Local Laws; Export Control

We control and operate the Service from our headquarters in the United States of America and the content and features may not be appropriate or available for use in other locations. The Service may not be utilized or accessed by persons that reside outside the United States of America. You agree that any personal information we collect about you will be transferred to, stored in, and processed from the United States. By using the Service, you represent and warrant that (i) you are not located in a country outside the United States of America; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Disclaimer of Warranties

We make not promises, representations, warranties or guarantees that the Service will operate as intended or that any opt outs will be effective. UNLESS OTHERWISE EXPLICITLY STATED, LIFELOCK, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICE, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LifeLock DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

12. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS (\$1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICE THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Jurisdiction

These Terms and Service provided hereunder will be governed by the laws of the State of Arizona, without regard to any laws that would direct the choice of another state's laws and, where applicable, will be governed by the federal laws of the United States.

14. Indemnification

You will indemnify and hold LifeLock (and our officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or regulation, or the rights of any third party.

15. General

Neither these Terms, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without our prior written permission. Any purported assignment without such permission shall be void. Any waiver of our rights under these Terms must be in writing, signed by LifeLock, and any such waiver shall not operate as a waiver of any future breach of these Terms. In the event any portion of these Terms is found to be illegal or unenforceable, such portion shall be severed from these Terms, and the remaining terms shall be separately enforced. Your use of the Service shall at all times comply with all applicable laws, rules, and regulations. These Terms, and all documents incorporated into these Terms by reference, are the entire agreement

between the parties with respect to this subject matter, and supersede any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Our failure to enforce any of these Terms is not a waiver of such term. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms. These Terms are solely and exclusively between you and LifeLock and you acknowledge and agree that (i) no third party, including a third-party partner of LifeLock is a party to these Terms, and (ii) no third party, including any third-party partner of LifeLock has any obligations or duties to you under these Terms.