

## ID Assist User Agreement

Last Modified – January 1, 2024

This user agreement (this "Agreement") governs your use of ID Assist services and includes all products, services, reports, alerts, apps and software that are provided with those services ("Services"). Please review this Agreement carefully. The current version of this Agreement may be accessed at [ccs.idassist.com](https://ccs.idassist.com).

**Service Description and Fees.** The Services are provided by Sigma Loyalty Group Inc. ("Sigma", "we", "us" or "our") on a subscription basis. The details of the Services, including the term of your subscription and the specific Service features which are available to you, are set out on the Services websites and mobile application and in the materials we send to you ("Additional Materials"). Additional Materials may include welcome emails, letters or packages, billing confirmations, notices, or other supplementary materials relating to your Services we provide to you or publish from time to time.

If you have purchased a paid subscription to the Services, your membership term and fees are set out in the Additional Materials. We will charge you on a regular basis according to the billing period for your Services subscription (monthly, annual and other periodic renewal), via the credit card or other payment method by which you have paid for the Services. We may suspend or terminate your Services for non-payment. You are responsible for all applicable taxes. In the event of any billing error where you have been undercharged, you authorize us to charge you any applicable amount outstanding without additional notice. In the event of a billing error where you have been overcharged, we will apply any applicable refund via the payment method and information on record. You are responsible for keeping your payment information with us up to date. If your payment information is not up to date, we may not be able to process any applicable refund.

You may have purchased a subscription which features an initial subscription period which is provided for free or at discounted prices. Notwithstanding any free or discount offer, your subscription began on the date you agreed to purchase a subscription to the Services. We will begin billing your applicable payment method for regular subscription fees at the end of the free or discounted period of your membership. To view the specific details of your membership, including monthly membership price and end date of your free or discounted trial period, review your Additional Materials. Where you agreed to purchase a subscription featuring an initial free or discounted period, we will still record and maintain your payment method details. If you agreed to pay by credit card, some credit card companies may place a temporary hold on your account for your first payment even during a free period. Please contact your credit card company if you have questions.

We may also offer pilot or promotional subscriptions to our Services from time to time. Such subscriptions are at no cost and are for a limited period only. If your subscription was offered on a no-cost pilot or promotional basis, the Services and your subscription Agreement will terminate as of the end of the promotional period, which we may change without notice.

If you have subscribed for Services using a valid access code provided by a third party (including a financial institution, credit card provider or other third party), you are entitled to receive the Services at no charge for the period agreed between us and your third-party provider. In this case, the Services will not be renewed at the end of the no charge period unless you purchase a subscription from us. We do not guarantee that any or all of the Services you receive during the no charge period will be available for purchase at the end of the no charge period. At the end of the period agreed between us and your third-party provider, or if your third-party provider informs us that you are no longer entitled to the Services, we will cancel your Services, without notice to you.

**Specific Service Terms.** The following terms apply to certain features of your specific Services, depending on the nature of your subscription. Consult your Additional Materials or your account information for details on the Service features applicable to your subscription:

**Online Identity Monitoring.** This section applies if your subscription includes online identity monitoring Services, including online credit card monitoring and online personal information monitoring. Online identity monitoring Services will provide periodic searching of the Internet for your registered information using a third-party Internet search provider. Our service provider will scan selected areas of the Internet where it suspects consumer information is bought and sold, such as unencrypted chat rooms, malicious websites, and black market sites, for detection of any matching information associated with your registered personal information. In the event the Service detects a monitored item, we will notify you via your selected method of notification.

In order to use online identity monitoring Services, you must first register your payment or personal information and activate online the particular monitoring Services you wish to use, unless you authorized us to register certain information on your behalf at the time you purchased your subscription. The type of information you may register for monitoring are described on the Services website and in the Additional Materials. All information you register for online monitoring can be subsequently removed from your list of registered items and will no longer be monitored. Registering/removing information for online monitoring is done through your online ID Assist account – detailed instructions on how to register/remove information are provided as part of the onboarding process once you set up your account. If you enroll in ID Assist digitally through the ID Assist website, the email address and payment card information you provide at the time of enrollment will be automatically registered for online monitoring services on your behalf.

The online identity monitoring Service relies on the information contained in many third-party databases and does not scan or search the entirety of the Internet. Internet addresses of suspected Internet sites are not published and frequently change, so there is no guarantee that the Service will search or locate every Internet site where consumers' personal information is at risk of being traded. We cannot guarantee the accuracy or completeness of any third-party database. Due to the dynamic nature

of public records, and reliance on the accuracy of third-party data sources, we do not promise to detect all possible occurrences of identity theft. We are not responsible for and do not represent the accuracy of any third-party databases.

**Lost Wallet Assistance.** This section applies if your subscription includes lost wallet assistance Services. In order to use lost wallet assistance Services, you must first register your eligible payment cards with us (including any credit or debit card you used to purchase the Services). This Service may be subject to restrictions on the number or types of cards or documents you may register. You are responsible for completing the registration process; for details, consult your welcome package or the Additional Materials.

If you report any notification event such as card loss or theft, change of address or other status update with respect to your registered cards, we will act as your agent for the limited purpose of delivering notifications to and dealing with your registered card issuers. Our responsibility is limited to notifying your registered card issuers of the notification event on your behalf. We are not responsible for the completion of any action with respect to your card or account, including cancelling, changing the address of or placing a hold on your card or account. We do not promise or warrant that any such notification will be implemented by your card issuer or be effective.

**Identity Theft Assistance.** This section applies if your subscription includes identity theft assistance Services. Identity theft assistance Services are designed for resolution of identity theft and include identity restoration, limited power of attorney and fraud monitoring.

If you report possible identify theft to us, our service agents will work to address any incidence of identity theft. If you choose to use identity restoration services with limited power of attorney, you will be required to agree to a power of attorney agreement with a lawyer or other expert. You will be responsible for any legal or other fees or expenses required as part of the limited power of attorney option. We or our service provider will assist you with coordinating access to these experts but do not monitor their actions or performance. Note that in some cases, public records that result from identity theft may still exist in your files even after the completion of identity restoration Services. This Service is not a form of insurance. We will not provide as part of the Service any investigation regarding the scope or damages of any identity theft event, file any civil or criminal complaints or pleadings on your behalf, or reimburse you for any financial losses whatsoever. These services are intended to help you mitigate the effects of identity theft and there is no guarantee your identity, reputation or credit score or history will be restored.

If you inform us of an incident of identity theft, at your request we will arrange to place a potential fraud alert on your credit file or arrange for 90 days monitoring of your credit file (if your subscription does not already include credit file monitoring Services). Additional credit bureau identity verification requirements and terms of use may apply. If your Services are associated with only one credit bureau, fraud alerts and monitoring will be limited to that credit bureau; consult your Additional Materials for information. For more complete protection, you are advised to contact other credit bureaus directly to initiate monitoring or fraud alerts.

**Credit Bureau Services.** This section applies if your subscription includes credit bureau Services such as credit reports, credit scores and credit monitoring and alerts. Credit bureau Services are intended to keep you informed of your credit reports and score and to alert you to certain events affecting your credit score, which may help to detect the creation of new accounts through fraudulent use of your identity. No person may receive credit bureau Services unless they are at least 18 years of age. By agreeing to purchase credit bureau Services, you are authorizing and providing "written instructions" to us and to applicable credit bureaus to obtain, monitor, compile and handle your credit information originating from those credit bureaus. Credit bureau Services are generated and supplied by one or more of the credit bureaus in Canada and are not generated or supplied by us; consult your Additional Materials for information on which credit bureau Services are included with your Services, and which credit bureau provides the applicable credit information. You waive any and all claims against us and our service providers and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. In accordance with applicable consumer reporting laws, you can request a free consumer disclosure contacting the relevant credit bureau directly.

In order to provide you with access your credit information, including reports, scores and alerts generated as part of the Services, we verify your identity as required by applicable consumer reporting legislation. To confirm your identity, we may require you to confirm certain details of your credit information on file with one or more credit bureaus, and you authorize us to exchange information about you with one or more credit bureaus in order to complete those procedures and provide Services to you. We may have performed a preliminary authentication at the time of your agreement to purchase a Service subscription. Unless you have completed full identity verification and authentication you may not receive the full benefit of your credit bureau Services and you will be charged even if you have not completed authentication. You are responsible for contacting us to complete this process; for details, log into your online account, or consult your Additional Materials.

Our credit monitoring Services monitor only the credit file associated with the purchasing consumer; we do not monitor, compare or cross-reference the credit file associated with the purchasing consumer to any other credit file(s) maintained by the applicable credit bureau(s).

Any credit score provided with the Services is based on the associated credit bureau's proprietary score model and may not be the same as the scores used by third parties to assess your creditworthiness. Any credit score is intended for your own educational use. It is also commercially available to third parties along with numerous other credit scores and models in the marketplace. Potential lenders, creditors or other third parties may use a different score when evaluating your creditworthiness. Also, third parties will take into consideration items other than your credit score or information found in your credit file, such as your income. The Services are not intended to provide you with any advice or assistance for the purpose of improving your

credit report, credit history or credit score. The Services do not include any review of your credit information for accuracy; you are responsible for contacting the credit bureaus directly to correct any inaccuracy. Credit bureaus may impose additional terms and conditions on your access to and use of credit bureau Services.

**Risk Assessment.** Your ID Assist Risk Assessment score reflects your demographic details and your online behaviours that may affect your risk of identity theft. However, the assessment is not comprehensive and does not cover all possible factors that may influence your risk. To lower your risk of identity theft, you should follow the recommendations from the assessment. However, this does not guarantee that you will be completely safe from the risk of identity theft.

**ID Assist Password Manager.** This section applies if your subscription includes ID Assist Password Manager, a tool that helps you create strong and unique passwords for all of your online accounts that you can store and manage in a secure and encrypted vault. To use ID Assist Password Manager, you must create an account and be aged 13 years or older. You may not have more than one account, but ID Assist Password Manager may be installed on multiple devices and browsers. You alone are responsible for your account and anything that happens while signed into your account.

If you choose to discontinue using ID Assist Password Manager, it is your responsibility to properly cancel your ID Assist Password Manager account. You can delete your account at any time by going into your web vault settings. If you delete your account, or if you cancel your subscription, all logins and passwords held in your account will be purged. This information cannot be recovered once your account, or your subscription, is cancelled. It is your responsibility to ensure that all of your logins, passwords, and any other information saved in your ID Assist Password Manager account is downloaded and/or transferred to another password manager service prior to any cancellation. We reserve the right to suspend or terminate your access to all or any part of the ID Assist Password Manager service without notice, effective immediately. We reserve the right to refuse service to anyone for any reason at any time.

Restrictions. You may not use any Service to obtain information about any other person. If we believe you are trying to obtain information about someone else, we will suspend or terminate any Service at our discretion without refund or penalty. You must use Services in strict compliance with all applicable laws including privacy and consumer reporting laws, and you may not use any Service for consumer credit purposes, consumer insurance underwriting, pre-employment purposes, tenant screening purposes, or for any other purpose other than reviewing your own information. By registering for any Service, you authorize and instruct us and our service providers and agents to act on your behalf by accessing and using any the applicable online searchable databases on your behalf for the purpose of obtaining and gathering information about you for your sole use and benefit and, in certain cases, to remove information about you from such databases. Reports and alerts we deliver to you may include public information available on the Internet, public record information that is obtained from third parties and/or third-party proprietary databases and derived information.

Some Services are intended to help you monitor the signs of identity theft so you can take steps to protect yourself from further fraud or loss and will not prevent or reduce the likelihood of identity theft. If we provide you with any information on preventing identity theft, including any third-party materials, this information is provided without warranty of any kind and your reliance on any such information is at your own risk.

We do not provide insurance and we are not an insurance company or an agent for an insurance company. We are not a credit repair organization or credit counseling service and we do not promise to help you improve your credit history or rating.

Changes. We may from time to time change all or any part of this Agreement, the fees for the Services or the nature, content or features of the Services. We will provide notice of the change (by email or other means, including by publishing a revised copy of this Agreement to the Services website) that sets out the new terms, the date of the coming into force of the change and applicable cancellation rights. Where required by law (which may include Quebec), we will provide you with at least 30 days' advance notice of the change or such longer period as may be required by law. If you refuse the change, you may cancel your subscription without cost, penalty or cancellation indemnity by sending us a notice to that effect before the change comes into force. Unless applicable law in your jurisdiction provides you with an additional cancellation period (which may be the case in Quebec), you will be deemed to have accepted the change to the Services and/or fees upon their coming into force. At any time, you may visit the Services website or contact us to obtain a current version of this Agreement.

Cancellation by You: If you are not completely satisfied with your subscription you may cancel at any time by telephone and your fees will be stopped. Not applicable to residents of Quebec: You will be entitled to use the Service until the last day of the current billing cycle or 30 days after the notification is received, whichever is earlier, after which your Service shall be terminated, and you will no longer be billed. Applicable only to residents of Quebec: Cancellation will be effective as of the date notification is received or a future date that you request, whichever is later. You will be refunded for the portion of your fees not completed as of the cancellation date.

Cancellation by Us: Your subscription may be cancelled if your account is not in good standing or if the fees are not paid, or if you are found to be engaging in fraud or otherwise misusing the Benefits. We reserve the right to terminate subscriptions for any reason on 60 days prior written notice. It is your responsibility to notify ID Assist if you change your address or email contact information.

Privacy. In the course of fulfilling the Services, we may collect, use or disclose personal information. We will handle personal information provided to us in accordance with our privacy policy, which may be accessed at [ccs.idassist.com](https://ccs.idassist.com) and is incorporated into this Agreement by reference.

Right to Use. By purchasing and using the Services, you represent that you are a Canadian resident who has reached the age of majority in your jurisdiction of residence. You take full responsibility and accept all risk for the use of your Services by any minor and agree to indemnify us for any claims or losses associated with the use by any minor. The Services may only be accessed for personal, non-commercial use by you (and any other authorized users) within Canada. You may not copy, modify, translate, reverse engineer or create derivative works of the Services, distribute the Services to any other person or permit any other person to use or access your account, except as specified in any Additional Materials. You agree to use the Service and any information obtained therefrom in accordance with all applicable laws and regulations. You may not use the Service to violate the rights of any other person.

Technology. Any mobile application, software or other technology that you download or install is licensed, not sold, to you by us. With the exception of ID Assist Password Manager, you may not use any technology except as described in this Agreement. We may change any part of the technology or suspend or cancel your access to technology for any reason. We are not responsible for any damage or alteration to any device as a result of the installation or use of the Services. Should you install or use such technology on a device that you do not own or control, you assume all risk and liability that may result from such installation or use and agree to indemnify us for any associated claims or losses.

Passwords. You must keep any passwords confidential and immediately advise us of any unauthorized use of your password. You are responsible for actions taken by any person that accesses or uses your Services, whether or not that person is authorized, even without your permission or knowledge.

The Services may involve the transmission of sensitive information. If you are receiving information by email, your email account should be private to you, and you should ensure that the privacy of that account is maintained.

Additional Users. This section applies if you purchased Services as the primary account holder under a subscription that permits access to or use of the Services by another person (as described in your Additional Materials). As the primary account holder, you authorize and instruct us on behalf of each other person receiving Services under your account, and you represent that you have the authority to do so. You are responsible for ensuring each user completes applicable identification verification and authentication and consents to use of the Services. As the primary account holder, you will be charged even if a user has not completed applicable identity verification and authentication. Only the primary account holder may cancel Services.

Third-Party Materials and Services. You may be directed or provided access to third-party services, products, materials or websites, including promotional or incentive offers (collectively, "Third-Party Services"). This Agreement extends to the benefit of the providers of Third-Party Services. You may be required to accept additional terms of service before using any Third-Party Services. Your use of Third-Party Services is at your own risk. We take no responsibility for performance of Third-Party Services. Your correspondence or dealings with any advertiser or other third party promoted through the Services or any website or other media associated with the Services are solely between you and that party. We are not responsible or liable for any loss or damage incurred as the result of any such dealings or as a result of the presence of such advertisers on our website. You are also responsible for payment of fees or charges levied by any third party (including your Internet provider or mobile network carrier) in connection with the Services.

No Warranties. **The laws of certain jurisdictions, including Quebec, do not allow the exclusion or limitation of legal warranties or limitations of representations made concerning goods or services. If these laws apply to you, some or all of the below exclusions or limitations may not apply to you.** The Services are provided on an "as is" and "as available" basis without warranty or condition of any kind, and your use is entirely at your own risk. To the maximum extent permitted by law, we disclaim all warranties and conditions with regard to the Services including any implied warranties of merchantability, satisfactory quality, fitness for a particular use or purpose, accuracy, quiet enjoyment, and non-infringement of third-party rights. No oral or written information or advice given by our representatives or those of any third party (including any joint marketing partner, if applicable) constitutes a warranty. For product benefits you must consult the Additional Materials. We provide the Services over the Internet and mobile networks, or by mail (where applicable), and as a result the quality and availability of the Services may be affected by factors outside our control and are not guaranteed.

We are not responsible for your reliance on any information delivered to you through the Services. You are solely responsible for taking action if you have any concerns about the information delivered to you through the Services, and if you detect or suspect criminal activity, or believe there is a risk of harm to any individual, you are solely responsible to report this to the police or other authority.

Limitation of Liability. In no event may we, or any licensor or third-party provider of any component of the Service or of any information delivered as part of the Service, be liable for any consequential, indirect, special, exemplary, punitive or similar damages arising from or related to the Service, even if advised of the possibility of such damages in advance. Our total liability arising from or related to the Service may never exceed the amount paid by you for the Service during the twelve months prior to the date your claim arises. **Some jurisdictions limit or prohibit the foregoing limitations, and in such jurisdictions the foregoing limitations shall be applied to the maximum extent permitted by law.**

Indemnification. You are responsible for any losses incurred by us or any Representative in connection with your breach of this Agreement or any applicable policy, instruction or guideline issued by us in respect of the Services; any content generated or provided by you in the course of accessing or using the Services; or your violation or misuse of any intellectual property or personal information of a third party. You agree to indemnify us and all Representatives against any such losses.

Assignment. Subject to applicable laws, we may transfer or assign your Services agreement to a new provider. If we are the provider of the Services to you through a joint marketing arrangement between us and a third party (including your financial

institution, credit card provider or other third-party service provider, if applicable), then this Agreement to purchase the Services is transferrable at any time to that party or to a new service provider designated thereby. In the event of a transfer, we make no representation as to the content or quality of the services provided by any replacement services.

**Surveys and Feedback.** We may from time to time give you the opportunity to make available or submit comments, feedback, media, information, materials or other content with respect to the Services ("Content"), including through a survey or solicitation of feedback. Participation in any survey or providing any Content is optional. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use your Content, and you voluntarily waive all moral rights that you may have in such Content. We may use your Content without any obligation to compensate you. You state that the Content: (i) is authored by you and that you own all related intellectual property rights; (ii) is accurate and true and not produced or submitted for compensation from any third party; (iii) is not confidential to any person and does not constitute non-public information about us or any other company or institution; (iv) does not violate any law and does not infringe any other person's rights; (v) is not defamatory, libelous, hateful, racially or religiously biased or offensive, obscene, discriminatory, threatening, harassing or critical to any person; (vi) does not constitute advertisements or promotions of other products, services or offers, viral contests or chain letters; and (vii) does not include any identifying or personal information of yourself or any other person.

**Arbitration.** **The laws of certain jurisdictions, including Quebec, do not permit disputes arising out of a consumer agreement to be submitted to arbitration. If these laws apply to you, some or all of the below requirements may not apply to you.** To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be resolved individually, without resort to any form of class action, and determined by final and binding arbitration to the exclusion of the courts: (i) this Agreement; (ii) the Services; (iii) oral, visual or written statements, advertisements or promotions relating to this Agreement or the Services; or (iv) the relationships that result from this Agreement. Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice.

**General.** This Agreement, together with your agreement to purchase the Services (as applicable), our privacy policy and the Additional Materials constitute the entire agreement between us and you relating to the Services. This Agreement will govern to the extent of any conflict or inconsistency with any Service website or application, any materials we provide to you or with any statements made by us or any Representatives, including any representative of any other joint marketing partner with respect to the Services (including your financial institution, credit card provider or other third-party service provider, if applicable). Any part of this Agreement which may expressly or by implication extend beyond cancellation of your Services will continue indefinitely following cancellation. If any provision of this Agreement becomes unenforceable, the remaining provisions will continue to apply to us and you.

This Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of such province, but if your billing address is outside of Canada, your Agreement is governed exclusively by Ontario law and you submit to the jurisdiction of Ontario courts. **Please note that your rights and remedies may vary by province.** You confirm your express wish that this Agreement and all documents related thereto be drawn up in the English language. *Vous confirmez votre souhait expresse de voir la présente convention et tous les documents s'y rattachant être rédigés en anglais.*

If you have any questions regarding the Services or this Agreement, please contact us by phone at 1-877-902-5295 or by email at [customerservice@idassist.com](mailto:customerservice@idassist.com).