

Identity Theft Recovery Membership Terms and Conditions Agreement

These Identity theft recovery membership (through Patricia McDade, Inc.) Terms and Conditions ("Agreement") between Identity theft recovery ("Identity theft recovery ") and you, the person who will become or is an Identity theft recovery member ("you," "your" or "yours"), describe the terms under which you may use the Identity theft recovery described in Exhibit A and enrolled as described below (Herein referred to as "Services") and/or use the website www.patriciamcdade.com/ITA-Members.com ("Website").

Your use of the Services and/or the Website constitutes your acceptance of the terms of this Agreement.

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOU RESIDE IN THE UNITED STATES, THAT YOU HAVE A VALID UNITED STATES SOCIAL SECURITY NUMBER, THAT YOU MAY LEGALLY ENTER INTO THIS AGREEMENT, AND THAT YOU AGREE WITH ALL THE TERMS OF THIS AGREEMENT. YOU FURTHER UNDERSTAND AND AGREE THAT THE SERVICES COVER ONLY YOUR PERSONAL AND/OR BUSINESS ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID UNITED STATES SOCIAL SECURITY NUMBER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ENROLL FOR THE SERVICES OR USE THE WEBSITE. YOUR USE OF THE SERVICES AND/OR WEBSITE SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IDENTITY THEFT RECOVERY MAY CHANGE THIS AGREEMENT AND IDENTITY THEFT RECOVERY 'S PRIVACY POLICY FROM TIME TO TIME, AND POST THOSE CHANGES ON THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE OR USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

1. Becoming an Identity theft recovery Member

To become an Identity theft recovery member and to receive the Services, you must, in the course of the enrollment process, provide certain fully accurate personal information as Identity theft recovery may reasonably require for the applicable Services, including without limitation your name, address, telephone number, email address, date of birth, driver's license number, Social Security number, and other personal information to verify your identity, as well as financial information such as your credit card number or bank account information (collectively, "Personal Information"). You may enroll (i) by telephone, (ii) at the Website (iii) by faxing your documents. You agree to keep all Personal Information updated and accurate. Upon completion of the Enrollment Process and payment to Identity theft recovery of the proper fees for Services for which you enrolled, as applicable, you will become eligible to receive such Services. Provision of the required enrollment information in the course of the Enrollment Process shall constitute "written instructions" given pursuant to the Fair Credit Reporting Act. A current selection of the various levels of Identity theft recovery is located in EXHIBIT A (SERVICES) to this Agreement which is hereby incorporated into this Agreement by reference. As part of the Enrollment Process, you may also enroll a minor child if you are their parent or legal guardian. Identity theft recovery may require you to provide such proper documentation to Identity theft recovery as it deems necessary in its sole discretion, either directly or indirectly through the applicable third-party partner of Identity theft recovery, to prove your relationship with any such minor child. All terms of this Agreement will apply to such minor child in the same way they apply to an adult member, except that the Services for such minor children will only include those Services so designated in EXHIBIT A (SERVICES) as Minor Services. Where Identity theft recovery delivers to you or any such child, as a part of the Services, a credit report in electronic format, you will first be required to provide to Identity theft recovery , directly a valid email address and other information Identity theft recovery may require in its sole discretion to enable Identity theft recovery to confirm your identity.

YOU UNDERSTAND AND AGREE THAT THE SERVICES SHALL NOT INCLUDE ALERTS OF ANY KIND, ANY KIND OF MONITORING OF YOUR SOCIAL SECURITY NUMBER, ACCOUNTS OR OTHER IDENTITY RELATED MONITORING AND THAT SERVICES DO NOT INCLUDE ANY TYPE OF INSURANCE. YOU ALSO UNDERSTAND AND AGREE THAT IT MAY TAKE UP

TO TWO (2) WEEKS FROM THE DATE YOU ACCEPT THIS AGREEMENT AND COMPLETE THE ENROLLMENT PROCESS FOR THE SERVICES TO BE ACTIVATED.

2. Service Guarantee

The provisions of this Section 2 constitute the “Service Guarantee” under this Agreement. If you are an Identity theft recovery member in good standing have paid Identity theft recovery (or caused Identity theft recovery to be paid) all proper fees and have fully complied with this Agreement including without limitations the provisions of Section 4, that you will

- You notify Identity theft recovery immediately upon loss/stolen wallet or identity as soon as you know, or reasonably should have known, that someone had improperly used your Personal Information to commit a fraud;
- You fully cooperate and are truthful with those Identity theft recovery to assist you, and you will execute any documents Identity theft recovery reasonably requires;
- You fully cooperate with Identity theft recovery in any remediation process, including, but not limited to, providing Identity theft recovery with copies of all available investigation files from any institution, including, but not limited to, banks, credit institutions, or law enforcement agencies relating to the alleged identity theft;
- You agree that Identity theft recovery will not pay or be obliged as to any costs or expenses as described in this Service Guarantee, including without limitation fees of any service providers not retained or related to or by Identity theft recovery;
- You agree that Identity theft recovery reserves the right to investigate any asserted Service Guarantee claim to determine its validity;
- You agree that Identity theft recovery is not an insurance company, 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; and
- You agree that Identity theft recovery will not make payments to you for any loss or liability you may incur. Should a bank or other credit institution, after reasonable investigation, determine that your reported loss is not due to identity theft, Identity theft recovery may rely on such investigation to determine that the Service Guarantee is not applicable to such loss.

THE FOREGOING SERVICE GUARANTEE STATES THE ENTIRE OBLIGATION OF IDENTITY THEFT RECOVERY AND YOUR ENTIRE REMEDY FOR ANY FAILURE OR DELAY IN PERFORMING.

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Some jurisdictions do not allow certain limitations of warranties, so the foregoing may not apply to you. THE SERVICE GUARANTEE APPLIES ONLY TO THE WORK PERFORMED BY IDENTITY THEFT RECOVERY AND THIS ONLY REFERS TO A REFUND BASED UPON THE NEGLIGENCE OR FAILURE OF IDENTITY THEFT RECOVERY.

3. Payment

You agree that you will make any required payments on a timely basis for the Services on a monthly or annual basis (as determined by you when you enroll). In the case of direct payment, you authorize Identity theft recovery to: (a) charge your credit card;(b) automatically charge your credit card on a monthly or annual basis for your recurring monthly or annual Membership renewals, as applicable; and (c) obtain automatic updates for any expiring credit cards you have provided Identity theft recovery . You may cancel at any time by emailing idtheft@patriciamcdade.com or calling 681-285-5006. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services unless

noted otherwise. Your account is not cancelled until an agent of Identity theft recovery has replied to and provided a cancellation number.

4. Refunds/Cancellations

Once payment is made Refunds will not be made except otherwise as outlined below:

Members who pay yearly

- May cancel their membership within 5 days of joining and will receive a refund less \$25 service fee and any applicable sales tax.
- May cancel their membership anytime after the 5 days and receive a refund less a \$25.00 service any applicable sales tax and will be prorated from the date membership began.
- Cancellation requests must be made in writing by e-mail or fax, by the member or credit card holder.
- Requests must include the name of the member and/or member ID number.
- Refunds will be credited back to the original credit card used for payment.

Members who pay monthly

- May cancel their membership at anytime.
- If you are on automatic payment you will need to notify us 5 days prior to your billing date, after this date will cause the cancellation to take effect for the following billing period.

5. Your Conduct

You understand and agree that perfect security does not exist anywhere, and you will 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 that 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. You also agree that you will, upon request from Identity theft recovery, immediately remove from your computer any malicious or "peer-to-peer" software identified by Identity theft recovery.

6. Term

The term of this Agreement will continue until terminated by you or Identity theft recovery. Identity theft recovery may terminate this Agreement at any time upon notice to you with or without cause. If Identity theft recovery terminates this Agreement without cause, Identity theft recovery will promptly refund to you a pro-rata portion of any fees you have already paid directly to Identity theft recovery for the Services that have yet to be provided; however, any fees paid indirectly by you through a third party partner of Identity theft recovery or fees paid on your behalf by a third-party partner of Identity theft recovery will not be refunded to you by Identity theft recovery. You may terminate this Agreement at any time upon notice to Identity theft recovery with or without cause. If this Agreement has not been terminated, it shall automatically continue indefinitely, and you shall pay (or cause to be paid) corresponding fees as published by Identity theft recovery from time to time.

7. Privacy Policy

Identity theft recovery 's Privacy Policy is located on the website, and is incorporated by reference into this Agreement. You authorize Identity theft recovery , its agents, and its employees to obtain various information and reports about you (or about your minor child that you have enrolled) as Identity theft recovery deems reasonably necessary or desirable in the course of performing Services. Identity theft recovery may share your Personal Information with any other person registered on your Identity theft recovery account. You,

individually or as the parent or legal guardian of a minor child you enroll or cause to be enrolled, expressly authorize Identity theft recovery , its agents, and its employees to take any steps necessary to implement the Services, including, but not limited to, completing and executing any documents, communicating with third parties, and acting as a personal representative to the fullest extent permitted by law.

8. Disclaimer

IN NO EVENT SHALL IDENTITY THEFT RECOVERY BE LIABLE TO YOU OR ANY PARTY YOU ENROLL OR CAUSE TO BE ENROLLED FOR SERVICES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER AND WHEREVER ARISING. OTHER THAN PURSUANT TO THE SERVICE GUARANTEE, IN NO EVENT SHALL THE TOTAL LIABILITY OF IDENTITY THEFT RECOVERY UNDER THIS AGREEMENT OR REGARDING THE SERVICES. IDENTITY THEFT RECOVERY DOES NOT PROVIDE INSURANCE OR ANY OTHER MONITARY REMEDY, WE OFFER ONLY SERVICES THAT WILL ALERT AND ASSISTANCE IN THE RECOVERY OF YOUR IDENTITY.

9. Jurisdiction

This Agreement and any Service provided hereunder will be governed by the laws of the State of West Virginia, 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.

10. Other Rights

You understand and agree that the Fair Credit Reporting Act allows you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. Accordingly, you also understand and agree that your decision to pay any required payments for the Services and receive the Services under this Agreement has been made by you as a convenience and is not legally required.

11. General

Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without the prior written permission of Identity theft recovery. Any purported assignment without such permission shall be void. Any waiver of any rights of Identity theft recovery under this Agreement must be in writing, signed by Identity theft recovery, and any such waiver shall not operate as a waiver of any future breach of this Agreement. In the event any portion of this Agreement is found to be illegal or unenforceable, such portion shall be severed from this Agreement, and the remaining terms shall be separately enforced. Your use of the Services and the Website shall at all times comply with all applicable laws, rules, and regulations. This Agreement is the entire agreement between the parties with respect to this subject matter and supersedes any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. You will indemnify and hold Identity theft recovery (and Identity theft recovery 's 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 this Agreement, or your violation of any law or regulation, or the rights of any third party. This Agreement is solely and exclusively between you and Identity theft recovery and you acknowledge and agree that (i) no third-party partner of Identity theft recovery is a party to this Agreement, and (ii) no third-party partner of Identity theft recovery has any obligations or duties to you under this Agreement.

EXHIBIT A

"SERVICES"

1. Help you create a secure account with our company.
2. Collect your documents and copies of cards, policies etc. that could potentially be used to steal your identity or obtain goods and services in your name.
3. Provide access to valuable information and our representatives to answer questions you may have.
4. Help you learn to monitor basic account and credit information to enhance your security of your identity.
5. Assist you with filing the identity theft or other fraudulent report with the FTC federal law enforcement so that you have an official copy of the report. (within 24 hours based upon your availability)
6. Send the official report to your local law enforcement agency so a local record is also made, (immediately upon availability within 24 hours of official report to Federal Law Enforcement)
7. Obtain Power of Attorney to act upon your behalf only as it related to your identity theft or fraud case.
8. If this is a tax case obtain a federal and state 2848 power of attorney.
9. Obtain any other legal documents that may be required in order to effectively proceed with your case and investigation.
10. Create a restoration plan for the recovery of your identity. (Within 48 hours (for a continuous plan over the next 6 months to a year)
 - a. Includes notifying banking institutions, credit card companies and other affected agencies and businesses (Immediately, within the first 24 hours if possible. No later than 48 hours to minimize liability)
 - b. Having a Fraud Alert or Freeze put on Credit Bureau Reports (Immediately, within the first 24 hours if possible. No later than 48 hours to minimize liability)
 - c. Having bank accounts, credit accounts and other affected accounts closed, froze or on alert depending on potential harm. (Immediately, within the first 24 hours if possible. No later than 48 hours to minimize liability)
 - d. If lost or stolen documents, help you report and apply for new documents and copies.
 - e. Obtain Copies of Credit Reports from all 3 Credit Bureau for damage and risk assessment.
 - f. Take all necessary steps to stop creditors and debt collectors from reporting fraudulent accounts.
 - g. Obtain copies of all documents used to obtain credit or goods and services, related to your identity theft.
 - h. Stop the collection and contact of debt collectors.
11. Follow-up for 1 year after of report date to ensure that all items have been removed, resolved and Identity is restored.
12. Things outside of the initial and ongoing restoration plan.
 - a. Help put together documents for criminal case if fraudster is identified and charged.
 - b. Provide Attorney contacts in your area, should one be required.

** All services listed above require the cooperation of the victim of identity theft or other theft. Should an item not be provided that would prevent us from moving forward, the victim forgoes all rights and responsibilities of Patricia McDade, Inc. that the victim is entitled.