



## ID Theft Protection

An Iris Powered by Generali service

<https://mastercardlatinamerica.idprotectiononline.com/legal/terms-and-conditions>

### Legal

#### Terms and Conditions

##### TERMS AND CONDITIONS OF IDENTITY PROTECTION PRODUCTS

This website (the “Site”) is owned and/or operated by Generali Global Assistance, Inc., dba Iris® Powered by Generali (“Iris”) and is subject to the Terms of Service, Privacy Policy, and other legal notices posted on the Site, and these Terms and Conditions, which you should read before proceeding.

Iris provides the services listed below (“the Products”), which are part of Iris’s Identity Protection Program (“IDP”). The IDP Products are accessible through the Iris Identity Protection Portal (“IPP”) and the Products may only be used by you in accordance with these Terms and Conditions (the “Terms”).

***PLEASE REFER TO THE PLAN DETAILS IN YOUR ACCOUNT DASHBOARD PAGE TO BE AWARE OF THE PRODUCTS THAT ARE INCLUDED IN YOUR IDP.***

***Some programs are available only to the Primary Member and others may also be available to some Household Members and Minor Children. Please refer to your account dashboard page.***

These Terms set forth the terms and conditions applicable to your use of the IDP Products as a Member, meaning that by enrolling in the IDP Program or by using any of the IDP Products you as the Member agree to the Terms. By accessing the IPP, enrolling or attempting to enroll in the IDP, or using the Products you acknowledge and agree that these Terms are a legally binding contract between you and Iris. Any Member who does not agree to the Terms is not authorized to use the Products.

We will update the Terms of Service, The Terms and Conditions and/or the Privacy Policy as necessary and we will post the updated version on the Site.

By enrolling in the IDP Program and/or by using any of the IDP Products you as the Member, represent and warrant that the information provided to the IDP is true and correct to the best of your or such Member’s knowledge and belief.

By enrolling in the IDP Program or by using any of the IDP Products, you as the Member hereby expressly and irrevocably agree that regardless of your place of legal residency or

your physical location at the time the IDP Products are utilized, the IDP Program and the IDP Products are provided to Members subject exclusively to the privacy and ID protection laws, rules and regulations of the United States and the State of New York (the “Applicable Laws”). Other countries and jurisdictions may have privacy and ID protection laws (“Other Laws”) that provide greater or different protections than those provided by the Applicable Laws. To the extent you may lawfully do so, you as the Member hereby expressly and irrevocably waive the application of all Other Laws to these Terms and Conditions, the IDP Program and the IDP Products provided to you.

*Some IDP Product features may be provided through authorized third-party providers and may be subject to additional terms and conditions implemented by those authorized providers.*

#### **1. DEFINITIONS:**

“Program” means the combination of Products that is included in your IDP. Please refer to the plan details in your Account Details page to be aware of the Products that are included in your IDP. “Effective Date” means the date when the Member enrolls in the IDP. “Renewal Date” means each annual anniversary of the Effective Date.

#### **DEFINITIONS APPLICABLE TO INDIVIDUAL PLANS**

“Primary Member” “Member” and “you” means an individual person who has purchased IDP and is duly enrolled in compliance with the terms of enrollment. A Primary Member must be at least 18 years of age and a citizen or legal resident of the country indicated in the home address during enrollment.

#### **DEFINITIONS APPLICABLE TO MULTI-ACCOUNT PLANS**

***Some programs are available only to the Primary Member and others may also be available to some Household Members and Minor Children.***

“Primary Member” means an individual person who has purchased IDP and is duly enrolled in compliance with the terms of enrollment. A Primary Member must be at least 18 years of age to purchase IDP.

“Household Members” means any related member of the household that resides at the same mailing address as the Member.

“Minor Children” means children from the moment of birth, including natural children, stepchildren and adopted children who are under age 18.

#### **B. PREVENTION AND DETECTION PRODUCT SERVICES**

IMPORTANT NOTICE: AS AN IDP MEMBER YOU ARE ENTITLED TO RECEIVE ANY OF THE IDP SERVICES LISTED BELOW THAT ARE INCLUDED IN YOUR IDP PROGRAM MEMBERSHIP PLAN. IN ORDER TO USE SOME SERVICES INCLUDED IN YOUR IDP MEMBERSHIP YOU MUST FIRST ACTIVATE THE INDICATED SERVICES BY PROVIDING US OR OUR APPROVED THIRD-PARTY SERVICE PROVIDERS WITH ADDITIONAL INFORMATION ABOUT YOURSELF. PROVIDING SUCH INFORMATION IS ENTIRELY OPTIONAL, BUT IF YOU CHOOSE NOT TO PROVIDE THE REQUESTED INFORMATION, SOME INCLUDED SERVICES WILL NOT BE AVAILABLE FOR YOU TO USE OR YOU MAY NOT BE ABLE TO RECEIVE ALL THE FEATURES OF INCLUDED SERVICES. ALL PERSONAL INFORMATION WE RECEIVE FROM YOU WILL BE TREATED AS CONFIDENTIAL AND WILL BE USED ONLY BY Iris AND ITS APPROVED SERVICE PROVIDERS TO HELP PROVIDE THE PRODUCT SERVICES YOU HAVE REQUESTED. FOR ADDITIONAL INFORMATION RELATING TO USE OF INFORMATION YOU PROVIDE IN CONNECTION WITH OUR PRODUCTS, PLEASE SEE OUR PRIVACY POLICY.

**1. Identity Theft Protection Kit:** Iris will provide you with an online identity theft protection kit that explains many forms of identity theft and provides prevention advice and resolution resources.

**2. Preventative Education:** Iris will provide online resources and, if included in your program, phone assistance via Iris's Identity Theft Resolution center to educate you on how identity theft occurs as well as protective measures anyone can take to limit their risk.

**3. Online Identity Monitoring Dashboard: (requires activation):** We will provide an online monitoring dashboard to monitor your identity alerts, access Identity theft protection tips and respond to alerts from our online platform.

**4. Monthly risk alert:** Iris will send you communications to keep you abreast of identity-related threats that are commonly faced by consumers in today's world as well as the services & protections you could utilize through your identity theft protection program.

**5. SMS/Text Alert Option (requires activation and is available only in select countries):** We will provide email alerts with an option to add SMS/Text for suspicious activity alerts, account updates, billing issues and/or your monthly risk status notification. See Terms of Service for more details about this service.

## 1. Identity Monitoring Services

**6.1 Identity Monitoring (requires activation to access your alerts):** If your IDP includes this Product, you will receive access to Identity Monitoring ("Identity Monitoring"): Through its authorized provider, Iris provides internet searches to detect compromised credentials and potentially damaging use of your personal information, and alert you via email or/and text message so that you can take immediate action. This platform utilizes automated

monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Examples of types of alerts include:

**1. Compromised credentials:** such as a Member's username, email address or passwords within a data breach, malicious third-party botnets, or criminal forums; and

**2. Black Market:** activity related to your personal information.

**3. Detect Pre-Existing Conditions:** The identity monitoring service conducts a look-back, searching potentially compromised data to attempt to identify previously unknown incidents of identity theft.

**4. Identity Monitoring Alerts:** Identity monitoring alerts are sent via email or/and text message when pieces of your identity are detected under suspicious circumstances so that you can take immediate action to minimize damage. When you log in, you can view alert details, close out any unwarranted alerts, or flag the ones that need immediate attention.

**5. URL and Domain Monitoring:** URL and Domain monitoring allows you to enter up to 10 domain or URL names related to your small business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert you via email or/and text message and will provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

#### **E. SERVICES AVAILABLE TO SMALL BUSINESSES ONLY:**

Small Businesses' IDP programs may include some of the services described in these Terms. However, the following services are available only to Small Business owners ("Merchants"):

- 1. Small Business Monitoring (requires activation to access the Merchant's alerts):** Through its authorized provider, Iris will provide internet searches to detect compromised credentials and potentially damaging use of Merchant's information. If suspicious activity is found, the Merchant will see an alert in the IPP or will receive an alert via email, which will allow the Merchant to act promptly. Included are the following search categories which will generate alerts:
- 2. URL/Domain monitoring:** This service monitors the Merchant's business url/domain.

3. **Company name monitoring:** This service monitors the Merchant's company name.
4. **DUNS number monitoring:** This service monitors the Merchant's 9-digit Data Universal Numbering System number
5. **Brand name monitoring:** This service monitors the Merchant's product brand name.
6. **EIN number monitoring:** This service monitors the Merchant's Employer Identification Number (used for tax purposes in the US only),
7. **Safe number monitoring:** This service monitors the Merchant's Secretary of State-issued business ID number upon registering with a state in the US.
8. **IBAN monitoring:** This service monitors the Merchant's International Bank Account Number.
9. **VAT Identification Number monitoring:** This service monitors your Value Added Tax identification number (in non-US countries).
10. **Corporate Identifier monitoring:** This service monitors a company tax ID.

**F. CANCELLATION POLICY:** The IDP membership may be cancelled by the Member. To cancel your IDP Program, please contact Iris. Contact information is provided on the IDP website. You may also cancel online by logging into your account and canceling online. Cancellation is effective immediately upon receipt of the telephonic request, written request or online request from the Member (the "Cancellation Date"). **G. TERM:**

The program is effective on the day of sale (the "Effective Date") and is active for one year or as long as you remain an eligible Mastercard cardholder and while the program is in effect. Thereafter, on each anniversary of the Effective Date (each a "Renewal Date"), the IDP will renew automatically for additional one (1) year terms unless the Primary Member gives notice of his or her intention not to renew or if the Primary Member is no longer an eligible Mastercard cardholder or the IDP program is no longer in effect. Primary Members must confirm their eligibility as a Mastercard cardholder on an annual basis.

**H. RENEWAL TERM:**

After the Initial Term, the program renews automatically for additional one (1) year terms unless the Member gives notice of his or her intention not to renew before the Renewal Date or if the Primary Member is no longer an eligible Mastercard cardholder or the IDP program is no longer in effect. Iris will send a renewal notice to the Member one month prior to the Renewal Date to inform him or her that the IDP membership will automatically

renew. Primary Members must confirm their eligibility as a Mastercard cardholder on an annual basis.

#### **I. LIMIT OF LIABILITY:**

By enrolling in the IDP program and/or by using any of the services, you and any Member agree that the total and exclusive liability of Iris and its employees, officers, directors, attorneys, agents, assigns and third-party contractors (the "Iris Parties") to you for any claims, demands or damages relating to or arising out of IDP, the provision of services or any failure to provide services, shall be limited, in the aggregate, to fifty dollars (U.S. \$50.00) ("Limit of Damages"). You, as Member, agree to indemnify and hold the Iris Parties harmless for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Iris in or relating to any legal proceeding brought by or on behalf of you or any Member for any claim, demand or damages in excess of the Limit of Damages. To the maximum extent permitted by law, notwithstanding any other provision of these Terms and Conditions, in no event shall Iris be liable to you or to any Member for any exemplary or punitive damages, any remote or consequential damages or any damages not arising directly and proximately from the provision of services, regardless of whether or not such damages were reasonably foreseeable by Iris at the time of the provision of services or the Member's enrollment in the IDP program.

#### **J. LIMITATIONS AND EXCLUSIONS:**

1. Identity Theft(s) discovered by Members prior to enrollment in the IDP program are not eligible for services.
2. Iris does not guarantee that its intervention on behalf of the Member duly enrolled in the IDP will result in a particular outcome or that its efforts on behalf of the Member will lead to a result satisfactory to the Member.
3. Iris may determine that services cannot be provided in certain countries or locales because of situations such as war, natural disaster, political instability or regulatory restrictions. Iris will attempt to assist a Member consistent with the limitations presented by the prevailing situation in the area.
5. Services cannot always be assured if conditions such as war, disaster or political instability render assistance Services difficult or impossible to provide. In such instances, Iris reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit Iris to fully provide Services or inclusion on an economic or trade sanction list (such as, but not limited to the U.S. Department of the Treasury's Office of Foreign Assets Control List).

6. Iris shall not be responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to labor disturbance and strike, rebellion, riot, civil commotion, war, terrorism, or uprising, nuclear accidents, natural disasters, acts of God, inclusion on an economic or trade sanction list or where rendering services is prohibited by local law or regulations.

7. EXCEPT FOR EXPRESS WARRANTIES, IF ANY, STATED IN THESE TERMS AND CONDITIONS, ANY SOFTWARE USED OR SERVICES PROVIDED IN CONNECTION WITH THE IDP AND ASSOCIATED PRODUCTS, IS PROVIDED "AS IS," WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU, THE USER. IN ADDITION, IRIS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SUITABILITY FOR YOUR INTENDED PURPOSES.

**K. GOVERNING LAW AND JURISDICTION:**

These Terms shall be deemed to be made in the State of New York and shall in all respects be interpreted, construed and governed by and in accordance with its laws without application of conflicts of law provisions. For any disputes arising out of the Terms, the parties irrevocably submit to the jurisdiction of the local and federal courts of the State of New York, which shall serve as the exclusive forum for the purposes of any suit, action or other proceeding, except for a suit by Iris seeking injunctive relief, which Iris may pursue in any appropriate forum.