

Terms and Conditions of Group Identity Theft Recovery Services

1. The Group Identity Theft Recovery Services (“Services”) are offered through a group services agreement between the sponsoring financial institution (“Program Sponsor”) and NXG Strategies, LLC (“NXG”), and are extended to consumers through ownership of one or more covered accounts that meet the requirements established by the Program Sponsor for eligibility for the Services (“Eligibility Requirement”). Consumers whose account or accounts meet the Eligibility Requirement are “Group Members”. Additional information about the Services and the Eligibility Requirement can be found at the Program Sponsor’s website.
2. Access to the Services begins when the Group Member’s account first meets the Eligibility Requirement, and ends when the Group Member’s account no longer meets the Eligibility Requirement or when Program Sponsor terminates the Services, whichever occurs first (“Benefits Period”). The Services are only available to U.S. citizens, living in the United States or living abroad, and legal residents of the United States. The Services are performed with agencies and institutions in the United States, or territories where U.S. law applies. If a Group Member does not have a U.S. Social Security number or United States residence address, the Services may not be available.
3. The Services are non-transferable and non-cancelable by the Group Member and have no cash equivalent. There is no fee for the Services to the Group Member, whether accessed by the Group Member or not; however, the covered account to which the Eligibility Requirement is attached may have a fee unrelated to the Services, based on the provisions of the account/service agreement that the Group Member has with the Program Sponsor.
4. NXG utilizes one or more providers to deliver the Services to Group Members (“Service Providers”). NXG, FOR ITSELF AND ITS SERVICE PROVIDERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICES, NOR IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF USAGE, OR OTHERWISE IN CONNECTION WITH ANY SERVICE OR SOLUTION. NXG DOES NOT WARRANT THAT THE SERVICES SHALL OPERATE ERROR-FREE OR UNINTERRUPTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES, ARE 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. NXG DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.
5. **Fully Managed Identity Theft Recovery.** The Services provide professionals (“Recovery Advocates”) to manage the detection, investigation, and remediation of incidents of identity fraud caused by Identity Theft. “Identity Theft” is defined as fraud that involves the use of any combination of a Group Member’s name, address, date of birth, Social Security number, bank or credit/debit card account number, or other identifying information without the knowledge of the Group Member, and such information is used to commit fraud or other crimes. Only Identity Theft incidents that are discovered and reported during the Benefits Period will be covered by the Services. The successful completion of the Services described herein depends on the cooperation of the Group Member. If it is deemed that the Group Member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her responsibilities as part of the Services, or has obtained the Services knowingly without meeting the Eligibility Requirement the Services may be withheld or terminated. The Services will not be refused or terminated due to the complexity of an identity theft case. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT. For the purpose of this part of the Services, Group Members include all named account holders who meet the Program Sponsor’s Eligibility Requirement. While the Services may assist the Group Member in seeking reimbursement for funds stolen in the Identity Theft incident, and/or providing assistance for filing a claim for insurance, if applicable, it does not provide a guarantee of reimbursement for financial losses of any kind arising from the Identity Theft incident.
6. To access the Services, Group Members can consult the website of the Program Sponsor or contact the local branch office of the Program Sponsor.