

**TERMS AND CONDITIONS AND CONTRACT FOR  
EZSHIELD COMMERCE ID RECOVER  
EZSHIELD COMMERCE ID MONITOR**

***DELUXE PROVENT SERVICES***

The Deluxe Provent suite of services is offered by Deluxe Financial Services, Inc., a Minnesota corporation ("Deluxe") and provided by EZShield, Inc., a Delaware corporation ("EZShield") to the consumer who subscribes for any Service. Please read these Terms and Conditions carefully as Customer's right to use any Service is expressly subject to full compliance with these Terms and Conditions, as they may be modified from time to time. **If you do not agree with these Terms and Conditions, please do not subscribe for any Service or disclose any information to Deluxe Provent or EZShield in connection with any Service. These Services are intended only for consumers.** This document constitutes the entire agreement between Deluxe and EZShield and Customer.

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**I. DEFINITIONS AND ELIGIBILITY**

**A. DEFINITIONS**

**Customer:** The Commerce Bank account holder over the age of 18 that has purchased the Service. If two individuals share an account, but do not qualify under the description of "Affiliated Persons" below, the account holder who enrolled will be the only person qualified to receive the Service. In order to obtain the Service, the secondary account holder would need to open a new account. For example, if roommates were to open an account together, without legal affiliation, they would not qualify as Affiliated Persons, and therefore only the account holder that purchased the Service would qualify.

**Affiliated Persons:** Limited to the spouse or domestic partner of Customer (where domestic partner is defined as any person living in a legally recognized partnership with Customer), dependent children under the age of 21 who live with Customer and dependent children under the age of 25 who are full-time students, as determined by IRS dependency requirements. Sometimes referred to as "family member".

**Affected Party:** Limited to the Customer or Affiliated Person who is covered by the Service and has experienced an Identity Theft Event.

**Secure Storage:** All personal and financial information stored by EZShield uses Triple Layer Defense System<sup>SM</sup> encryption, which encrypts the sensitive data coming into the system, going out of the system, and at rest.

**Identity Theft Event:** The use of the Affected Party's name, address, Social Security number, bank or credit card account number, or other identifying information without Customer's knowledge to commit fraud or other crimes.

**Resolution Specialist:** Named individual dedicated to the Affected Party's Restoration case and who is certified with the following credentials:

- Certified Identity Theft Risk Management Specialist (CITRMS) from the Institute of Fraud Risk Management
- Association of Certified Fraud Examiners (associate or above)
- International Association of Financial Crime Investigators (Member or above)
- Consumer Data Industry Association (Fair Credit Reporting Act Exam)

**Services:** EZShield Commerce ID Recover, EZShield Commerce ID Monitor

**Term of Service:** Service is provided on a month-to-month basis as long as any applicable monthly Service fee is paid. If these Services are cancelled or your account is closed at Commerce Bank, your Service will remain active until the last day of the month in which it was cancelled.

## B. ELIGIBILITY

**EZShield Commerce ID Recover:** Limited to the Customer. Affiliated Persons gain access to the certified Resolution Specialists and restoration services features of this product. (Hereinafter sometimes referred to as "Commerce ID Recover".)

**EZShield Commerce ID Monitor:** Limited to the Customer and one designated Affiliated Person. Both parties would be eligible for EZShield Internet Monitoring and EZShield Credit Monitoring upon proper and separate registration. (Hereinafter sometimes referred to as "Commerce ID Monitor".)

**Online Identity Vault™:** Provided to the Customer with Commerce ID Recover. Provided to the Customer and one Affiliated person with Commerce ID Monitor.

## II. EZSHIELD COMMERCE ID RECOVER

### DESCRIPTION OF SERVICE

#### A. Identity Management Services

For access to all Services, please contact Deluxe Provent at 1-866-460-0095 or go to <https://commercebank.ezshield.com>

- **Online Identity Vault™:** provided to the Customer with Commerce ID Recover or Commerce ID Monitor.
  - **Encrypt personal information.** Online encrypted storage of important personally identifiable information (PII) including SSNs, credit cards, financial account

information and birth dates along with other important documents (i.e. mortgage, titles, etc.).

- **Encrypt documents & images.** Online Identity Vault™ gives access to online and mobile digital organization and storage of digital copies of important business, legal and personal documents, medical records and other items.
- **Password Manager.** Gives on-the-go access to manage and store User IDs and Passwords. Also access to a password tool to test strength and generate strong passwords.

- **Ongoing 24/7 Education and Advice**

The Service provides access to up-to-date education, checklists, and free or recommended resources for prevention of identity theft (ongoing 24/7 access for term of Service). The Service provides emailed tips to help inform individuals about the many forms of identity theft, as well as links to free identity theft prevention education resources.

During the Term of Service, Affected Party shall be entitled to access a Resolution Specialist who will provide, directly to the Affected Party, support and timely advice regarding the best procedures and documents designed to help prevent an Identity Theft Event and for responding to an Identity Theft Event.

- **B. Restoration Services**

In the event these Services are needed, the **Customer must** contact EZShield to indicate that either they or the Affiliated Person has had an Identity Theft Event in order to begin the restoration process.

- **Household Restoration Services**

A Resolution Specialist is available to assist in the event of a lost wallet or Identity Theft Event, and to cancel and replace credit and United States government issued cards. The Resolution Specialist can act on behalf\* of the Affected Party after they have experienced an Identity Theft Event. The Affected Party must first:

1. submit to EZShield the EZShield ID Restoration packet, which will be provided to the Affected Party when the Identity Theft Event is reported;
2. complete, execute and return the limited power of attorney form included with the packet;
3. if applicable, provide proof of the criminal complaint filed with the applicable law enforcement authority; and
4. provide other documents and information as required by EZShield in its discretion.

\* Limited Power of Attorney advocacy not available to residents of the State of New York (all other Services are available to New York residents).

Resolution Specialists are available to assist in:

1. notifying and requesting replacements of government issued identification such as State's Drivers License, Social Security card or Passport;
2. reviewing Affected Party's credit reports through the three national credit bureaus (Equifax, Experian and TransUnion) to identify evidence of the fraud or Identity Theft Event;

3. notifying banks, credit card companies and merchants as directed by Affected Party to freeze or close any accounts compromised by or resulting from the Identity Theft Event;
4. notifying the Federal Trade Commission and filing a complaint to report the Identity Theft Event;
5. coordinating with credit bureaus, banks, credit card companies, government agencies, and/or merchants as suggested by the Federal Trade Commission in its February 2006 publication entitled Take Charge: Fighting Back Against Identity Theft; and
6. reviewing the status of notification and correction requirements.

- **The EZShield Promise®**

EZShield will continue engaging in the Services listed above on behalf of Affected Party either until the records identifying the fraudulent transactions associated with the Identity Theft Event are corrected, or until EZShield reasonably determines that further efforts to revise such records would not be successful.

When EZShield determines the circumstances of your case puts your identity at a **continued risk** for further Identity Theft Events, EZShield will deploy certain **preventative and complimentary** Services to the Affected Party, free of charge, to help mitigate such risks.

***Preventative and Complimentary Services***

Affected Commerce ID Recover Customers and their Affiliated Persons will qualify for EZShield Credit Monitoring and EZShield Internet Monitoring. Should they experience an Identity Theft Event and file a police report, these Services are provided through the Affected Party's password-protected online account at <https://commercebank.ezshield.com> and requires proper registration.

- **EZShield Internet Monitoring:** Information reaching the internet's black market is traded, sold, and re-sold on a daily basis through online black market websites, secret chat rooms, and underground forums. EZShield will notify the Affected Party in the event that their information is found in these markets. Once notified, the Affected Party must act quickly by contacting a Resolution Specialist.
- EZShield will monitor these sites, chat rooms and databases for the following personal and financial information, as entered and retained by the properly registered Affected Party within the Online Identity Vault.

**Available personal and financial information for EZShield Internet Monitoring**

- 1 individual name
- 1 street address
- 10 e-mail addresses
- 3 telephone numbers
- 1 Social Security Number
- 1 Drivers License
- 10 bank account, debit card, or credit card numbers
- 10 Medical ID cards
- 5 Passports

- **EZShield Credit Monitoring:** Changes to your credit report that you did not initiate can be the first sign of fraud. This Service is synchronizing with the credit bureau, and alerting the Affected Party any time there is a change to their credit file.

### III. EZSHIELD COMMERCE ID MONITOR

All of the benefits of COMMERCE ID RECOVER (Section II above), plus proactive EZShield INTERNET MONITORING AND EZShield CREDIT MONITORING Services for the properly registered Customer and one Affiliated person, to monitor the Internet black market chat rooms and their credit report. Customer receives the benefits of these services immediately upon registration.

#### EZSHIELD INTERNET MONITORING

- **EZShield Internet Monitoring:** Information reaching the internet's black market is traded, sold, and re-sold on a daily basis through online black market websites, secret chat rooms, and underground forums. EZShield will notify the Affected Party in the event that their information is found in these markets. Once notified, the Affected Party must act quickly by contacting a Resolution Specialist.
- EZShield will monitor these sites, chat rooms and databases for the following personal and financial information, as entered and retained by the Affected Party within the Online Identity Vault.

#### **Available personal and financial information for EZShield Internet Monitoring**

- 1 individual name
- 1 street address
- 10 e-mail addresses
- 3 telephone numbers
- 1 Social Security Number
- 1 drivers license
- 10 bank account, debit card, or credit card numbers
- 10 medical ID cards
- 5 passports

**Black Market Scan** Ongoing scans of black market chat rooms, websites and databases will be performed to ensure that the available personal and financial information within the Online Identity Vault are not currently compromised in the black market channel.

**Notification Services** Provides e-mail alerts and/or phone notifications within 24 hours of activities discovered through the process of monitoring the Affected Party's provided personal and financial information.

**Secure Authentication** EZShield Monitoring Services require one-time verification to ensure that we are monitoring your provided personal and financial information. Accurate information is required in order to ensure secure authentication.

#### EZSHIELD CREDIT MONITORING

Changes to your credit report that you did not initiate can be the first sign of fraud. This Service is synchronizing with the credit bureau, and alerting the Affected Party any time there is a change to their credit file.

**Credit Report Monitoring** Monitors for changes and new activity from the credit bureau which allows the Affected Party to validate that the credit related activity is their own.

**Notification Services** Provides e-mail alerts and/or phone notifications of activities discovered in the process of monitoring changes to the Affected Party's credit report.

**Secure Authentication** EZShield Monitoring Services require one-time verification to ensure that we are securely monitoring the Affected Party's credit report. Accurate information is required in order to ensure secure authentication.

#### **IV. TERMS OF USE FOR EZSHIELD COMMERCE ID RECOVER AND EZSHIELD COMMERCE ID MONITOR**

The EZShield Commerce ID Recover and EZShield Commerce ID Monitor Services are governed by these Terms and Conditions and EZShield's Privacy Policy, available at <https://commercebank.ezshield.com>.

#### **OTHER LEGAL TERMS**

Limitations:

- The Service does not include any effort to improve Customer's or Affiliated Person's credit score or history for any items or incidents not related to the Identity Theft Event.
- The Service is expressly limited to the services stated in these Terms and Conditions.
- The Service does NOT apply to any acts of copyright, trademark, service mark, patent or other intellectual property infringement/dilution or to any other events not expressly defined herein as an Identity Theft Event.
- EZShield will NOT provide as part of the Service any investigation regarding the scope of monetary damages of any Identity Theft Event.
- EZShield will NOT as part of the Service, file any civil or criminal complaints or pleadings on behalf of Customer.
- EZShield will NOT reimburse Customer for any financial losses whatsoever.
- EZShield's ability to perform the Service requires Customer's cooperation.
- EZShield reserves the right to refuse or terminate the Service if it determines that Customer, its Affiliated Persons or its representatives are committing fraud or other illegal acts, making untrue statements, or failing to fully co-operate with its efforts to restore credit records.
- EZShield will not provide the Service if it discovers that Customer or its authorized representatives knew or had reason to know of any applicable Identity Theft Event at the time Customer registered for the Service.
- Purchase of the Service is available only to adult individuals residing in the United States and its territories domiciled in such jurisdictions, however may be for the benefit of Affiliate persons, who may be under the age of 18.
- The Service does not include credit counseling or any other service not expressly stated herein.
- The following potential Identity Theft Events are NOT included in the Service:
  - any Identity Theft Event for which Customer is unwilling file a police report;
  - any dishonest, criminal, malicious, or fraudulent act in which Customer participated; or

- any pre-existing stolen identity event based on information on for which Customer had or should have had knowledge prior to registering for the Service.

## **V. EZSHIELD EXPENSE REIMBURSEMENT PROVIDED BY AIG**

**To receive a copy of your Identity Theft Expense Reimbursement Certificate of Insurance, please call 866-460-0095.**

### **HIGHLIGHTS**

- Reimbursement for Identity Theft Expenses, defined below
- Coverage up to a total of \$25,000\*
- Lost Wages coverage of up to \$500 per week (maximum of 4 weeks) for actual U.S. wages or salary you lose as a direct result of time off work taken by you to report or address the effects of identity theft

### **DESCRIPTION OF EZSHIELD EXPENSE REIMBURSEMENT**

Reimbursement for Identity Theft Expenses noted below, incurred as a result of an Identity Theft Event that occurs or was first known during the Term of Service.

Identity Theft Expenses include the following:

- Legal Expenses: Reasonable and necessary attorney fees or court costs associated with defending any suit brought against you by merchants, financial institutions or other credit grantors, or their collection agencies, or the removal of any criminal or civil judgment wrongly entered against You as a result of Identity Theft Event;
- Lost Wages: coverage of up to \$500 per week (maximum of 4 weeks) for actual U.S. wages or salary you lose as a direct result of time off work taken by you to report or address the effects of identity theft;
- Miscellaneous: Loan applications fees, long distance telephone costs, mailing and postage costs, and costs of having affidavits or other documents notarized as a result of Identity Theft Event. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft Event has occurred and for the purpose of correcting inaccuracies that occur as a result of Identity Theft Event.
- As of October 15, 2013, the Identity Theft Expense Reimbursement is available to all states within the Commerce Bank footprint (Missouri, Kansas, Illinois, Oklahoma and Colorado).

### **TERMS OF USE FOR EZSHIELD EXPENSE REIMBURSEMENT**

EZShield Expense Reimbursement is governed by the "Identity Theft Expense Reimbursement Certificate of Insurance" provided by AIG and associated policies.

### **EXCLUSIONS**

Identity Theft Expense Reimbursement does NOT apply to:

- Any Identity Theft Expense not listed above.
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account.
- Damages or losses of any type for which the credit card company, bank, creditor, etc. is legally liable.
- Any incident involving a loss or potential loss not notified to the police within seventy-two (72) hours from the date Customer had knowledge of the loss.
- Any act of theft, deceit, collusion, dishonesty, or criminal act by Customer or any person acting in concert with Customer, or by any authorized representative of Customer, whether acting alone or in collusion with Customer or others.

- Damages or losses arising from the theft or unauthorized or illegal use of a business name, d/b/a/ or any other method of identifying a business activity.
- Any lost wages due to sickness or emotional breakdown.
- Identity Theft Expenses that were incurred or commenced from a known Identity Theft Event that occurred prior to the Term of Service.
- Fees or costs associated with the use of any investigative agencies or private investigators.

Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

## **VI. ADDITIONAL TERMS AND CONDITIONS FOR DELUXE PROVENT SERVICES**

**Commerce Bank's liability/Your rights against Commerce Bank/Commerce Bank's disclaimer of warranties.** TO THE EXTENT CUSTOMER ASSERTS ANY LEGAL CLAIM OR CAUSE OF ACTION AGAINST COMMERCE BANK FOR ANY REASON RELATED TO THE SERVICES DETAILED HEREUNDER, CUSTOMER'S SOLE REMEDY AND COMMERCE BANK'S SOLE LIABILITY FOR ANY CLAIM BOUGHT BY CUSTOMER AGAINST COMMERCE BANK SHALL BE A REFUND OF, AND IN NO EVENT SHALL COMMERCE BANK'S LIABILITY EXCEED, THE FEES THAT CUSTOMER PAID TO COMMERCE BANK FOR THE PRODUCTS OR SERVICES DESCRIBED HEREIN.

IN NO EVENT SHALL COMMERCE BANK BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESSES, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH ANY OF THE SERVICES OR THE TERMS AND CONDITIONS, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE.

COMMERCE BANK MAKES NO REPRESENTATION, WARRANTY, OR STATEMENT REGARDING THE ACCURACY OR COMPLETENESS OF THESE TERMS AND CONDITIONS AND DOES NOT GUARANTEE THE ACCURACY OR, AND DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE SERVICES. DELUXE AND EZSHIELD ARE NOT AGENTS OF OR JOINT VENTURES WITH COMMERCE BANK.

**Deluxe/EZShield's liability/Your rights against Deluxe/EZShield.** To the fullest extent permissible by law, except as expressly provided in the Service Descriptions or these Terms and Conditions, neither Deluxe nor EZShield makes any warranties of any kind regarding any Service, either express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Deluxe has priced its Service based on this limitation of liability, which is an important term of the applicable Service. Neither Deluxe nor EZShield shall be liable to Customer or any third party for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost businesses, revenue, profits, or goodwill, arising in connection with any of the Services or the Terms and Conditions, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if Deluxe or EZShield knew or should have known of the possibility of such damages.

EACH SERVICE IS AVAILABLE ON AN "AS IS" BASIS ONLY. IN NO EVENT SHALL DELUXE OR EZSHIELD'S LIABILITY IN CONNECTION WITH ANY SERVICE EXCEED THE AMOUNTS PAID, DIRECTLY OR INDIRECTLY, TO EZSHIELD FOR SUCH SERVICE.

EZShield reserves the right to refuse or terminate Customer's subscription for any of the Services if EZShield determines Customer has committed fraud or other illegal acts, made untrue statements, or failed to fully cooperate with EZShield's efforts to provide the relevant Service(s) to or on behalf of Customer. EZShield offers the Service to adults who reside in the United States or its territories, and also for the benefit of their Affiliated Persons, who may be under the age of 18.

Neither Deluxe nor EZShield will be liable if either of them is unable to perform or deliver any part of the Services or is delayed in performing any such obligations due to failure of any of data processing systems, hardware systems, the Internet, or because of incident, event or factor outside Deluxe's or EZShield's reasonable control.

Neither Deluxe nor EZShield nor their subcontractors shall be liable for any loss or injury that may arise out of its acts or omissions, whether negligent or otherwise, in obtaining, distributing, compiling, collecting, interpreting, reporting, communicating or delivering any applicable Service. Customer understands and agrees that every business decision involves assumption of a risk, and that neither Deluxe nor EZShield underwrite that risk in any manner whatsoever.

In no event shall Deluxe or EZShield, their subcontractors or agents be liable for any incidental, indirect or consequential damages, however arising, incurred from any of the Services or the unavailability thereof. The Services are being provided "AS-IS" and neither Deluxe nor EZShield assumes any responsibility for the timeliness, deletion, failed delivery or failure to store any information obtained or distributed through the Services. Since EZShield and its subcontractors obtain data from third parties, such information may, or may not be, completely thorough, timely and accurate. Customer shall not rely upon Deluxe or EZShield for the accuracy or completeness of information supplied in using any of the Services.

In order to subscribe for any of the Services, Customer must provide EZShield with true, accurate, current and complete account registration information and maintain and update such information on a timely basis. If Customer provides any information that is untrue, inaccurate, not current or incomplete, Deluxe or EZShield may immediately suspend or terminate Customer's account for any or all of the Services, and refuse to provide any or all of the same to Customer. Any violation of local, state, provincial or federal laws in using any of the Services may result in the immediate termination of the Service, at Deluxe's or EZShield's sole discretion.

By registering for the Service, when applicable, Customer authorizes and instructs EZShield and its agents to act as Customer's agent by accessing and using any available online searchable databases on behalf of Customer for the purpose of obtaining and gathering information about Customer for Customer's use and benefit and, in certain cases, to remove information about Customer from such databases. The public information that the Service obtains is delivered via the Internet by a digital dashboard that contains alert flags and nationwide public record information that is obtained from third parties as well as proprietary databases and derived information.

**CUSTOMER AGREES THAT EZSHIELD DOES NOT PROVIDE INSURANCE AND IS NEITHER AN INSURANCE COMPANY NOR AN AGENT FOR AN INSURANCE COMPANY, IS NOT A CREDIT REPAIR ORGANIZATION,**

**IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP CUSTOMER IMPROVE CUSTOMER'S CREDIT HISTORY OR RATING. CUSTOMER AGREES THAT, UNLESS SPECIFIED IN AN EZSHIELD SERVICE, EZSHIELD WILL NOT MAKE PAYMENTS TO CUSTOMER OR OTHERWISE BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR LIABILITY CUSTOMER MAY INCUR IN ANY WAY RELATED TO AN IDENTITY THEFT EVENT (OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY MONETARY, FINANCIAL OR OTHER ECONOMIC LOSS, THEFT OR DAMAGE OF ANY KIND.**  
**MISCELLANEOUS**

These Terms and Conditions and the Services shall be governed by and enforced pursuant to the laws of the State of Maryland. These Terms and Conditions and the documents referenced herein collectively serve as the sole and exclusive agreement between Customer and Deluxe or EZShield regarding the applicable Service(s) and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. If any provision of these Terms and Conditions is held to be invalid or otherwise unenforceable, the remainder of these terms will remain in full force and effect, and will in no way be invalidated or otherwise affected.

Any dispute between Customer and Deluxe or EZShield relating to these Terms and Conditions or the applicable Service(s) that cannot otherwise be resolved amicably shall be submitted to binding arbitration in Harford County, Maryland before a single arbitrator appointed by Judicial Arbitration and Mediation Service ("JAMS") (or if such entity no longer exists, then by its successor entity or a similar national organization in the United States designed to facilitate alternative dispute resolution proceedings) under the then-existing JAMS Streamlined Arbitration Rules and Procedures as applied to commercial disputes and the decision of the arbitrator shall be final and binding upon all parties. Customer may participate remotely.

Customer hereby agrees to indemnify Deluxe and EZShield, and each of their affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from any third party claim relating to Customer's use of any Service or violation of any law or rights of a third party.

Customer inquiries regarding any Service should be sent as follows: via regular mail, to EZShield Sales Co, 415 Williams Circle, Baltimore, MD 21220: Customer Service Department, Attn: Customer Service Department; via electronic mail, to [customerservice@ezshield.com](mailto:customerservice@ezshield.com); and via telephone, (866) 460-0095 (M-F 8:00 a.m. – 8:00 p.m. ET).

**CUSTOMER AND DELUXE AND EZSHIELD EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THE SERVICE AND/OR THESE TERMS AND CONDITIONS.**

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