





Customer Support: 1-888-332-4963

823 Congress, Suite 300  
Austin, Texas 78701



Customer Support: 1-877-313-1405

## End User Services Agreement

This agreement ("Agreement") is made by & between **Debix One, Inc.**, 823 Congress Avenue, Ste. 300, Austin, TX 78701 ("**Debix**"), & you ("**you**"). As of the date you register for or enroll in the Service, the parties agree as follows.

- 1. Definition.** The "**Service**" means the Premium Service and/or the Free Service, determined in accordance with your registration & the terms hereof. The "**Premium Service**" means our "Identity Protection Network" - branded monitoring service or "AllClear Pro, Powered by Debix" - branded monitoring service. The "**Free Service**" means Debix's "AfterCare" - branded restoration service or "AllClear Free, Powered by Debix" - branded restoration service. References to the Service include any use you make of the interface available at [www.debix.com](http://www.debix.com) or [www.allclearid.com](http://www.allclearid.com) (the "Site"). Debix may add or remove features of any of the Services at any time.
- 2. Provision of the Free Service.** Subject to the terms & conditions of this Agreement, we will provide you with the Free Service as set forth herein.
- 3. Term & Termination Re: Free Service.** Your subscription to the Free Services commences upon your registration, covers identity theft events *occurring* after registration, & terminates upon the earlier of (i) Debix's notification to you of its termination of the Free Service, or (ii) your election to terminate your subscription to the Free Service, each of which may occur at any time. In addition, unless you opt to re-enroll at the end of the then current subscription period, Debix shall have the right to terminate your participation in the Free Services.
- 4. Provision of the Premium Service.** Subject to the terms & conditions of this Agreement & to payment for the Premium Service (which may come from a 3rd party), we will provide you with the Premium Service.
- 5. Membership Fee.** The membership fee for the Premium Service, if applicable, will be billed at the retail price currently in effect on the Site (or less if there is any applicable promotion code) & according to the terms described herein. If you have questions regarding your membership fee, please contact customer service toll free at the applicable phone number listed above. Debix will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, we will refund payment for only any full, unused months.
- 6. Free Trial.** If you receive the Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are purchasing AllClear Pro on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that Debix is authorized to charge you a monthly subscription fee at the current rate to the payment method you provided during registration. You must have a valid payment method to enroll in the free trial. Debix will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel AllClear Pro prior to the end of the free trial period in accordance with Section 5. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. **If you cancel prior to the end of your free trial period, there will be no charges to your payment method.**
- 7. Scope of Coverage; Term & Termination Re: Premium Service.** Your subscription to the Premium Service commences upon your registration. The Premium Service covers identity theft events *discovered* after registration. If a third party has procured the Premium Service on your behalf, your subscription will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you purchased AllClear Pro on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, Debix may convert you to the Free Service for one (1) year subject to the terms & conditions applicable to the Free Service as set forth herein.
- 8. Restrictions.** You will use the Service only for your benefit & for its intended purpose. You will not, & will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any Debix notices or markings, or add any other notices or markings to the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide us with detailed information regarding any such activity.
- 9. Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & all Feedback & all intellectual property rights embodied therein are & will remain our exclusive property. You will take all reasonable actions to perfect our ownership, including without limitation executing instruments of assignment. We reserve all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains Debix proprietary & confidential information. You will hold such information in confidence & not to use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("**Feedback**") you hereby assign all right, title, & interest in it to us. If such assignment is ineffective, you agree to grant us a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.
- 10. Support.** In connection with the Service we will provide the support specified on the Site from time to time.
- 11. Disclaimer of Warranties.** THE SERVICE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, & ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- 12. Authorization.** You authorize Debix & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If Debix is unable to process the credit monitoring request, Debix will make a reasonable effort to contact you. You certify that you have the express consent of all adults that you register to submit their information to Debix with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register authorizes Debix, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & send this information to him or her alone for his or her own use. You agree that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act. You certify that you are the parent/legal guardian of all children that you register for the Service. Information that we collect from you will be treated in accordance with our Privacy Policy: [www.debix.com/legal/privacy.php](http://www.debix.com/legal/privacy.php).
- 13. Limitation of Liability.** WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations & exclusions in Sections 11 & 12 are held unenforceable, warranties will be disclaimed, & our liability will be limited to the greatest extent permitted under applicable law.
- 14. Compliance with Law.** You warrant that in using the Service, you will comply with all applicable law, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, Debix from any third party claim against us arising from your failure to comply with this Agreement.
- 15. Termination – General.** Debix may require reasonable identification verification before completing any request to terminate the Agreement or cancel the Service.
- 16. General. Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to Debix, the address set forth above or at [support@debix.com](mailto:support@debix.com), & (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice in accordance with this provision. It is your responsibility to keep your contact information up to date. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of Texas, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, & you consent to the jurisdiction of & waive any objection to venue of such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without our written consent. We may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement may be signed in counterparts, constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by Debix. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5, & 8 - 16, which survive.**