



## Identity Theft Protection Terms and Conditions

These terms ("Terms" or "Agreement") shall constitute the agreement made between Wells Fargo Bank, N.A. ("we," "us," or "Wells Fargo"), offering a plan called Identity Theft Protection, referred to as "ITP," and you, the end user of the ITP plan ("You" or "Your"). By purchasing the ITP plan, You agree to be bound by these Terms.

### 1. Plan:

The ITP plan will provide You with Your initial Credit Report(s)<sup>1</sup> and PLUS Score(s), as well as quarterly statements, Triple-Bureau Daily Credit Monitoring, Fraud Resolution support, Credit Limit and Utilization Alerts, access to Identity Theft Insurance Coverage<sup>2</sup> and toll-free numbers to assist You in understanding Your Credit Report(s). Daily Credit Monitoring will notify You of any new hard inquiries, certain derogatory information, accounts, public records, or change of address that have been added to Your Credit Report(s) as reported by any of the three major Credit Bureaus. The ITP plan is not a credit counseling service and does not promise to help You obtain a loan or improve Your credit record, history, or rating. Wells Fargo reserves the right to change or modify any of the terms and conditions with a 30 day advance notice to You. Wells Fargo may terminate this agreement upon a 30 day written notice.

### 2. Use of the Plan:

You will be responsible for maintaining the confidentiality of Your membership number, and, if applicable for Your online plan, Your username and password for the website. You must notify us immediately of any unauthorized use, theft or misplacement of that information. You also agree to provide accurate and current information about yourself, including Your current contact information such as address, phone, and/or email address in connection with Your purchase, and use of, the ITP plan. You understand that by purchasing Wells Fargo's Identity Theft Protection, You are providing "written instructions" in accordance with the Federal Fair Credit Reporting Act, as amended for Wells Fargo and its service providers, which may include ConsumerInfo.com, Inc., to obtain information from Your personal credit profile from Experian®, Equifax® and TransUnion®, the three major Credit Bureaus. You authorize Wells Fargo to share Your personal information (e.g., Social Security number) with the credit bureaus, ID Analytics and similar data providers to access Your personal credit profile, to verify Your identity, and/or to provide Daily Credit Monitoring, identity alerts, reporting and scoring products.

### 3. Liability:

Wells Fargo shall have no liability to You as an agent in obtaining copies of Your personal Credit Report(s), credit alert report, quarterly update, or PLUS Score(s). Wells Fargo makes no warranty, express or implied, for the accuracy of the information contained in the plan. Wells Fargo assumes no liability for damages, direct or indirect, consequential or incidental, in connection with the performance of the plans or Your request, use or attempted use of the plan. Wells Fargo is not responsible for negative or inaccurate information contained in any of the plan. The aggregate liability to You in all instances and in any event is limited to the amount which You have paid us for Your plan. The terms of this section shall survive any termination, cancellation, or expiration of this agreement.

### 4. Governing Law:

The interpretation and enforcement of the arbitration provision contained in Section 5 of this Agreement is governed by the Federal Arbitration Act. This Agreement shall otherwise be governed by, construed and enforced in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

### 5. Arbitration Agreement:

You and Wells Fargo agree that if a Dispute arises between You and Wells Fargo, upon demand by either You or Wells Fargo, the Dispute will be resolved through the arbitration process as set forth in this section. A "Dispute" is any unresolved disagreement between You and Wells Fargo. It includes

any disagreement relating in any way to ITP, including Your purchase of ITP and its administration. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. "Disputes" include disagreements about the meaning, application or enforceability of this Arbitration Agreement. This Arbitration Agreement shall survive cancellation of Your ITP plan. YOU AGREE THAT BY PURCHASING ITP, YOU AND WELLS FARGO ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. If either You or Wells Fargo fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

a. Arbitration Procedure; Severability:

You or Wells Fargo may submit a Dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. NEITHER YOU NOR WELLS FARGO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION OR ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as You and Wells Fargo may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and Wells Fargo ("The Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; (2) The Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Agreement; and (3) This agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code). If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

b. Fees and Expenses of Arbitration:

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration You may file. If the applicable law of the state in which You opened Your account limits the amount of fees and expenses to be paid by You, then no allocation of fees and expenses to You shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

c. Small Claims Court:

Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

6. Third Party Beneficiaries:

You agree that these Terms, including the arbitration provision contained in Section 5, shall confer third-party beneficiary status on any entity or person that assists Wells Fargo in providing the ITP plan with respect to any claims relating thereto, including Wells Fargo's service providers which may include ConsumerInfo.com, Inc., and its subcontractors. The terms of this section shall survive any termination, cancellation or expiration of this agreement.

7. Your Plan Fee:

The monthly plan fee for Identity Theft Protection is \$12.99. Upon purchase, Your monthly fee will be automatically billed to Your credit or debit account as authorized by You and will continue to be billed every month thereafter unless You cancel Your plan as described below. You will be notified of any price increases and may cancel Your plan if You do not want to continue to be billed at the new price.

8. Right to Cancel:

You have the right to cancel this agreement at any time and owe nothing further. You can cancel this agreement by calling 1-877-364-9343, writing to: PO Box 1509 Allen, TX 75013, or, if You have an online plan, by clicking the cancel link on the Customer Service pages at <https://monitor.wellsfargoprotection.com/cancelmembership>. If You cancel this agreement at any time, You will owe no further monthly fees. If You have any questions regarding Your plan details please contact us at 1-877-364-9343, or, if applicable, sign into Your ITP account at <https://monitor.wellsfargoprotection.com/sign-in> and select the Customer Support tab

## 9. Communication:

Wells Fargo will communicate via email or U.S. mail, depending on Your plan purchase, to You the following information: Plan Terms and Conditions, notices or disclosures regarding the ITP plan, payment and billing authorizations, and other matters related to Your use of the ITP plan. Wells Fargo will communicate to You by means of email to the current email address or by means of U.S. mail to the postal address You have provided to us. If applicable for an online plan, if the email we have on file results in a delivery error message we may attempt to communicate with You via U.S. mail. You may contact Wells Fargo at 1-877-364-9343 to request another electronic copy of an email that was sent to You or to request a paper copy of any plan documents without a fee. You may also contact us at the same number to update Your contact information or, if applicable, sign in to Your customer site at <https://monitor.wellsfargoprotection.com/sign-in> to change Your contact information.

## 10. Insurance:

With this plan You may receive up to \$10,000 of Identity Theft Insurance<sup>2</sup> included in Your monthly fee. The insurance is designed to cover expenses You incur in recovering from identity theft. Please refer to the summary of insurance You received within Your welcome materials for more information.

## 11. PLUS Credit Scores:

The PLUS Score, with scores ranging from 330 to 830, is a user-friendly credit score provided by Experian, a vendor, to help You see and understand how lenders view Your credit worthiness. It is not a score used by lenders, such as FICO or Vantage Score, but it is indicative of Your overall credit risk. Higher scores represent a greater likelihood that You will pay back Your debts so You are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that You may be a higher credit risk. There are three major Credit Bureaus, Experian®, Equifax® and TransUnion® ("Bureaus") that maintain a record of Your credit history known as Your credit file. Your credit score is based on the information in Your credit file at the time it is requested. Your credit file information can vary from Bureau to Bureau because some lenders report Your credit history to only one or two of the Bureaus. So Your credit score can vary if the information they have on file for You is different. Since the information in Your file can change over time, Your credit score may be different from day-to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer. Lenders and insurers use several different credit scoring models so do not be surprised if Your lender gives You a score that is different from the PLUS Score. Just remember that Your associated risk level is often the same even if the number is not. However, for some consumers the risk assessment of a PLUS Score could vary, sometimes substantially, from a lender's score. If the lender's score is lower than Your PLUS Score, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

## 12. Fair Credit Report Act (FCRA):

You have numerous rights under the FCRA, including the right to obtain a free credit report annually from each of the Bureaus. Those reports are available at no cost and You are not required to purchase this plan or any similar service to obtain those free reports. Although comprehensive, Your Credit Report(s) provided by Wells Fargo may not have the same information as the free credit report You can obtain directly from the three Bureaus by visiting [www.annualcreditreport.com](http://www.annualcreditreport.com), or calling 1-877-322-8228. Georgia residents can receive two free reports each year.

You have the right under the FCRA to dispute inaccurate information in Your Credit Report(s). The Bureaus are required to investigate and respond to Your dispute, but are not obligated to change or remove accurate information. While this plan can provide You with direction in filing a dispute, the FCRA allows You to file a dispute for free without the assistance of a third party.

For information on these and the numerous other rights You have under the FCRA, visit <http://www.consumer.ftc.gov/articles/0155-free-credit-reports>.

<sup>1</sup> At the time of purchase, you may have agreed to receive a report containing information from only one or two of the Credit Bureaus in the event that we were unable to pull your report from all three major Credit Bureaus.

<sup>2</sup> Up to \$10,000 identity theft insurance coverage is available through this product. The Identity Theft Insurance is underwritten by insurance company subsidiaries or affiliates of American International Group, Inc (collectively, the "Company") under group policy #7077867. 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. Please refer to the Summary of Benefits document included in the welcome materials or online.