

FRAUDSCOUT TERMS AND CONDITIONS APPLICABLE TO CUSTOMERS

1. You understand that by accepting these Terms and Conditions you are providing “written instructions” to CYBERSCOUT, CSID and their respective third party providers, and their respective employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, including without limitation Experian, TransUnion, Equifax and affiliated entities, (collectively “Third Party Providers”) to access your credit files from each national credit reporting agency and to exchange information about you with each such national credit reporting agency in order to verify your identity and to provide the Services and/or services to you. You agree and hereby authorize CYBERSCOUT and the Third Party Providers to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in the applicable privacy policy, as may be amended from time to time. You waive any and all claims against CYBERSCOUT and the Third Party Providers for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize CYBERSCOUT and the Third Party Providers to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the Services and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts. You understand Rockingham Mutual Group, Inc. is not a party to this agreement and that you are entering in to these terms and conditions with CYBERSCOUT over which Rockingham Mutual Group, Inc. has no control. Rockingham Mutual Group, Inc. will not be providing any product or service associated with these services.

2. While enrolling for the Services, CYBERSCOUT or the applicable Third Party Provider will ask you for the following types of information: contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth, driver’s license number and social security number); personal information to verify your identity and financial information (such as credit card number). This information is required in order to verify your identity, charge you the agreed upon fees for the Services (if applicable), and to fulfill our obligation to provide the Services to you, including communicating with third parties as necessary to provide such Services, such as identification verification companies, consumer reporting agencies, credit bureaus, payment validation companies, law enforcement agencies, or others.

3. You agree that you will use the Services to protect against or prevent actual fraud, unauthorized transactions, claims or other liabilities.

4. USE OF THE SERVICES BY A CUSTOMER IS AT THE CUSTOMER’S SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER ROCKINGHAM MUTUAL GROUP, INC., CYBERSCOUT NOR ANY OF ITS THIRD PARTY PROVIDERS OR THEIR RESPECTIVE DATA PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, CYBERSCOUT, THE THIRD PARTY PROVIDERS AND THEIR RESPECTIVE DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE SERVICES OR THE DATA THEREIN.

NEITHER ROCKINGHAM MUTUAL GROUP, INC., CYBERSCOUT NOR THE THIRD PARTY PROVIDERS MAKE ANY WARRANTY THAT (i) PAST IDENTITY FRAUD WILL BE RESOLVED, IN WHOLE OR IN PART, (ii) FUTURE IDENTITY FRAUD WILL BE PREVENTED, (iii) THE SERVICES WILL MEET REQUIREMENTS OF THE CUSTOMER OR ITS NOTIFICATION RECIPIENTS, (iv) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (v) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (vi) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CUSTOMER OR ITS NOTIFICATION RECIPIENTS THROUGH THE SERVICES OR VIA CYBERSCOUT WILL MEET THE EXPECTATIONS OF THE ROCKINGHAM MUTUAL GROUP, INC. OR ITS NOTIFICATION RECIPIENTS.

IN NO EVENT SHALL CYBERSCOUT, ROCKINGHAM MUTUAL GROUP, INC. OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY DIRECT DAMAGES OR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR FROM DATA LOSSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

I UNDERSTAND THAT ROCKINGHAM MUTUAL GROUP, INC. IS NOT PROVIDING ANY PRODUCTS OR SERVICES PURSUANT TO THIS AGREEMENT AS SUCH I AGREE TO INDEMNIFY AND HOLD ROCKINGHAM MUTUAL GROUP, INC. HARMLESS AGAINST ANY SERVICE I PURCHASE FROM THE CYBERSCOUT WEBSITE.