

# CheckArmor®

## Check Fraud Resolution Programs Terms and Conditions of the Services

This document sets forth the Terms and Conditions under which Harland Clarke Corp., in conjunction with its Service Providers (collectively “we,” “us,” or “our”) will provide the Check Fraud and Identity Resolution program, **CheckArmor**, (collectively the “Services”) to eligible Program Members (“you” or “your”). Services descriptions, FAQs, and the Insurance Guide to Benefit for the named program may be found at the following website:

**CheckArmor:** [www.checkarmor.com](http://www.checkarmor.com)

We reserve the right to substitute or add additional Service Providers at our discretion. Please read these Terms and Conditions and the applicable Insurance Guide to Benefit carefully. You can find your Insurance Guide to Benefit on the website named above for your program. The Member'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 register for any Service or disclose any information to us in connection with any Service.

### Eligibility and Benefits Period

You qualify as a “Program Member” if you are an individual who purchases eligible checks from Harland Clarke and you are named on the consumer checking account assigned to the check purchase. The Services are available to you for up to one year from the date your check order is shipped or until the last check in your check order is used, whichever comes first. This is called your “Benefits Period”. Some Services are applicable to the checking account assigned to your order, while others are more broadly available to you as the eligible Program Member.

### Other Definitions

Throughout these Terms and Conditions, the following words have the stated meaning:

**“Association Member”** or **“association member”** is the term used to describe the individual entitled to the Identity Fraud Expense Reimbursement Insurance with Cash Recovery and Check Fraud coverage. As a Program Member you will also be considered an eligible Association Member for the duration of your Benefits Period as defined above. See the Insurance Guide to Benefit document for your program for additional information and how to access the Policy and endorsements.

**“Identity Theft”** is fraud that involves the use of any combination of your name, address, date of birth, Social Security number, bank or credit/debit card account number, including check fraud, or other identifying information without your knowledge, and such information is used to commit fraud or other crimes.

**“Program Sponsor”** is Harland Clarke Corp., a Vericast company.

**“Resolution Specialist”** is a professional who is assigned to your case to provide Identity Fraud Resolution Services for you.

## Terms and Conditions of the Services

### 1. General Terms and Conditions.

- a. See the Insurance Guide to Benefit for your program, or refer to the Policy and its endorsements for terms, conditions and limitations that apply to the Identity Fraud Expense Reimbursement Insurance with Cash Recovery and Check Fraud.
- b. 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 you do not have a U.S. Social Security number or United States residence address, the Services may not be available.
- c. The Services are non-transferable and non-cancelable by you and have no cash equivalent. Once you are qualified as a Program Member by your Program Sponsor there is no fee to you for using the Services.
- d. WE MAKE 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. WE DO 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. WE DO NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.
- e. We will not be liable to Program Members if we are unable to perform the services or we are delayed in performing its obligations due to failures, events, or factors beyond our reasonable control.
- f. Other restrictions may apply in certain states. All terms and conditions are subject to applicable law and may be limited thereby.
- g. We are not liable for providing services in the event the qualifying purchase is cancelled by the Program Member and the Program Member has received a credit for the cost.

### 2. Identity Fraud Resolution and Lost Wallet and Lost Document Assistance

- a. Only Identity Theft incidents that are discovered and reported during the Benefits Period will be covered by the Services.

- b. The successful completion of the Services depends on your cooperation. If it is deemed that you are committing fraud or other illegal acts, making untrue statements, or failing to perform your responsibilities as part of the Services, or if you are not eligible for the Services, then the Services may be withheld or terminated.
- c. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT.
- d. While the Services may assist you in seeking reimbursement for funds stolen in an Identity Theft incident, and/or providing assistance for filing a claim for insurance, the Services do not provide a guarantee of reimbursement for financial losses of any kind arising from Identity Theft.

### **3. Victim Credit Monitoring Entitlement**

- a. Victim Credit Monitoring is applicable only to consumers age 18 and older who have a valid U.S. credit file and have engaged the services of a Resolution Specialist as a victim of identity theft. The entitlement is one year of single bureau credit monitoring at no cost to you, and requires a separate registration and activation process. Access to the Victim Credit Monitoring will be provided by your assigned Resolution Specialist.
- b. If you do not utilize the Victim monitoring entitlements, it does not prevent you from utilizing the other Services, nor does it constitute a failure of the Services.
- c. There is no cost for activation of your Victim Credit Monitoring Services.

### **4. Identity Theft Expense Reimbursement Insurance**

- a. Refer to the Insurance Guide to Benefit that can be found on the website referenced on page 1 of these Terms and Conditions for additional terms, conditions, limitations and how to access the Policy and endorsements.

## **MISCELLANEOUS**

These Terms and Conditions and the Services shall be governed by and enforced pursuant to the laws of the State of Texas. 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. PROGRAM MEMBER AND HARLAND CLARKE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS AND CONDITIONS AND AGREE TO EXCLUSIVE AND MANDATORY VENUE OF ANY DISPUTE RESOLUTION PROCESS OR PROCEEDING IN THE APPROPRIATE FORUM IN SAN ANTONIO, BEXAR COUNTY, TEXAS. PROGRAM MEMBER SHALL BE ENTITLED TO PARTICIPATE REMOTELY. Member hereby agrees to indemnify and hold harmless Harland Clarke Corp and its parent company Vericast, its service providers, affiliates, officers, directors, employees, consultants, and agents, from any and all third party

claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from any claim relating to Member's use of any Service or violation of any law or rights of a third party.

For information about the **CheckArmor** Services you may call **800-336-5143**.