

Terms and Conditions of Identity Theft Recovery Services

1. The nxg|PROTECT Services (“Services”) are offered through a group services agreement between the sponsoring financial institution (“Program Sponsor”) and NXG Strategies, LLC (“NXG”), and are extended to Members through ownership of one or more covered accounts that meet the requirements established by the Program Sponsor for the Services (“Eligibility Requirement”). Additional information about the Services and the Eligibility Requirement can be found at the Program Sponsor’s website.

2. Access to the Services begins when the Member first meets the Eligibility Requirement, and ends when the Member no longer meets the Eligibility Requirement or when Program Sponsor terminates the Services, whichever occurs first (“Benefits Period”).

3. Members and their 3G Family are collectively called “Group Members” and are entitled to receive access to Fully Managed Identity Theft Recovery through the Services. “3G Family” is defined as the Member and his/her spouse or domestic partner, other IRS-qualified dependents in the household, and parents living at the same address as the Member, or living in hospice, assisted living, or nursing home. Group Members are eligible for Fully Managed Identity Theft Recovery for up to 12 months after death.

4. “Fully Managed Identity Theft Recovery” provides professionals to manage the detection, investigation, and remediation of incidents of identity fraud caused by Identity Theft. “Identity Theft” is defined as fraud that involves the use of any combination of a Group Member’s name, address, date of birth, Social Security number, bank or credit/debit card account number, or other identifying information without the knowledge of the Group Member, and such information is used to commit fraud or other crimes. Only Identity Theft incidents that are discovered and reported during the Benefits Period will be covered.

5. Fully Managed Identity Theft Recovery is only available to U.S. citizens, living in the United States or living abroad, and legal residents of the United States. Fully Managed Identity Theft Recovery is performed with agencies and institutions in the United States, or territories where U.S. law applies. If a Group Member does not have a U.S. Social Security number or United States residence address, the Fully Managed Identity Theft Recovery may not be available. The successful completion of the Services described herein depends on the cooperation of the Group Member. If it is deemed that the Group Member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her responsibilities as part of the Services, or has obtained the Services knowingly without meeting the Eligibility Requirement

the Fully Managed Identity Recovery may be withheld or terminated.

6. The Services will not be refused or terminated due to the complexity of an identity theft case. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT. While Fully Managed Identity Theft Recovery may assist the Group Member in seeking reimbursement for funds stolen in the Identity Theft incident, and/or providing assistance for filing a claim for insurance, if applicable, it does not provide a guarantee of reimbursement for financial losses of any kind arising from the Identity Theft incident.

7. The Services are non-transferable and non-cancelable by the Group Member and have no cash equivalent. There is no fee for the Services, whether accessed by the Group Member or not.

8. NXG utilizes one or more providers to deliver the Services to Members (“Service Providers”). NXG, FOR ITSELF AND ITS SERVICE PROVIDERS, MAKES 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. NXG DOES 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. NXG DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.