

TERMS OF SERVICE

Version: 8.7.2

Last updated: 2018-08-06

Welcome to the ID.me, Inc. (“ID.me” or “we” or “us”) service hosted at www.ID.me and other affiliated websites and mobile phone applications (collectively, the “Service”). These Terms of Service and other referenced policies explain:

ID.me provides its online service to you, as a user, when you apply and qualify for an ID.me account; the terms and conditions under which we provide the ID.me Service; and the terms and conditions for using our website at www.ID.me, the ID.me mobile application, or elements of ID.me’s technology platform (such as group affiliation widgets present on its client’s websites) (collectively, the “Website”).

1. Your Agreement to these Terms of Service

Provision of the Service and your acceptance of all applicable terms and conditions, policies, and all other obligations upon you, will be governed by Delaware law and controlling U.S. Federal law, or where indicated, other applicable international laws. NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THE TERMS OF SERVICE INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH ID.ME. Please read these Terms of Service carefully. By signing-up to use the ID.me Services you acknowledge that you have read, understood, and agreed to be bound to all the terms of these Terms of Service as well as the policies referenced in these Terms of Service, including our Privacy Policy, our Cookie Policy, our Credentialing Policy, and other policies that ID.me from time to time may issue. If you do not agree to these terms, please do not access or use the Service or Website. Global Minimum Age Requirements: Persons under the age of 18 may not use the Service or Website. The Service and Website are neither intended for nor designed to be used by anyone under the age of 18. The Website and Service are intended solely for persons who are 18 years of age or older. Any access to or use of the Website or Service by anyone under 18 years of age is expressly prohibited. By accessing or using the Website or Service, you represent and warrant that you are 18 years old or older. If you have reason to believe that a person under 18 years of age is using our Service or Website, please contact us at support@id.me and we will immediately delete such information, subject to and in compliance with applicable law. If we decide to change these Terms of Service, we will post those changes to this page so that you are aware of them. We reserve the right to modify these Terms of Service at any time, so please review it frequently. If we make material changes to these Terms of Service, we will notify you here, by email, or by means of notice on our home page. Unless otherwise noted by us, your continuing use of ID.me’s services after we have notified you of any changes to these Terms of Service will indicate your agreement to all changes. If, at any time, you do not agree to any terms of ID.me’s applicable Terms of Service you may close your account.

2. Service Definition

The Service we Provide. The ID.me Service provides users with a simple and secure way to remotely verify their identities and affiliations (e.g., veterans, first responders, and members of

other designated groups) once, and then share their identity and associated attributes at their discretion with parties that rely on these verifications. ID.me protects a user's identity while simultaneously providing a level of assurance to businesses and government agencies (each a "Relying Party") that the user's identity, and attributes associated with that identity, are verified, based upon widely-recognized standards. The assurance provided by the Service allows both the user and the Relying Party to confidently complete transactions in a secure digital environment. In addition, ID.me provides its registered users ("Members") with access to certain exclusive benefits, including without limitation, deals, discounts, cash back rebates and employment and educational opportunities, offered by participating retailers, service providers, employers, benefits administrators, and municipal, state and federal government agencies. Additional benefits and discounts may be offered to eligible parties, including our nation's veterans, first responders, and members of other designated groups. To verify whether you qualify to receive these discounts and benefits, you will be required to provide us with certain personally identifiable information as described in our Privacy Policy. By providing us with this information, you understand, agree, and authorize us to use such information to verify your eligibility, which shall include, but not be limited to, sharing such information with (i) certain third party entities who are capable of helping us verify your identity or affiliations, (ii) Relying Parties that wish to offer certain access privileges to you upon the receipt of your explicit consent, and (iii) otherwise as detailed in our Privacy Policy. Before ID.me provides a third party with your information, you will be asked to authorize this release. This process is further described in our Privacy Policy. You may revoke subsequent access to this information by ID.me or by any Relying Party at any time by accessing your account settings. ID.me also offers a service that allows its Members to earn cash back on qualifying online purchases made on the websites of participating retailers, service providers, employers or benefits administrators (the "Merchant Partners") through its cash back rebates program (the "Cash Back Loyalty Program"). ID.me is not responsible for the products or services offered by our Merchant Partners. ID.me is responsible only for establishing and maintaining your account based upon the information you provide, posting the purchase information provided by the Merchant Partners and compensating registered Members who request payment of Cash Back Rebates. Prior to using the ID.me Service, you must indicate that you understand and agree to be bound by these Terms of Service. From time to time, (e.g., when we are validating your ID.me account, when we are re-confirming or re-validating the information in your account, and/or when you are renewing your registration with ID.me or its Services), we may, request that you reaffirm your understanding and agreement to be bound by these Terms of Service. How do we do this? ID.me maintains an account for you that contains your identity and group affiliation information. Before you are able to use your account, ID.me must first verify your identity through a process called identity proofing. As part of the identity proofing process, you must provide us with various forms of information such as your name, date of birth, social security number, driver's license number, passport number, street address, email address, telephone number, financial account number and other personal information. The extent of the information needed is determined by the 'strength' of the validation process you choose or need from our service. ID.me provides both 'Unsupervised' identity proofing, where you can sign-up online from a personal computer or mobile device, and a 'Supervised (in-person)' identity proofing, where you can present yourself and your identity evidence to an individual

also known as a “Trusted Referee” who is authorized to review your information and help you through the process of validating your information. If we have problems with the identity proofing process, we may ask for further information to help us establish your identity and, in some cases, we may refer Unsupervised applicants to a Trusted Referee, so that they may complete the process in-person. In either case, our identity proofing process meets or exceeds industry best practices and applicable established standards. When we review your forms of identity evidence we may use special technologies to validate the documents you submit, and we may also use third parties recognized as authoritative sources (such as DMVs or credit bureaus) to corroborate the evidence. In addition, to make it easier for you to enter your address, ID.me uses Google Maps APIs. By using the ID.me Service, you are agreeing that you are bound to the Google Terms of Service and Google Privacy Policy. ID.me’s [Credential Policy](#) gives further details of how we accomplish our identity proofing. In addition, ID.me’s Privacy Policy gives you details of how we protect the personal information you provide to us. Once we have completed our verifications, we will validate your ID.me account you will be able to use your ID.me account to provide a level of “proof” or assurance to another party of your identity or affiliation without having to provide these other parties with the more extensive information that you have provided ID.me for the identity proofing process. As further outlined in our Privacy Policy, ID.me will not provide your personal information to a third party without your express consent. Your Obligations. By using the ID.me Service, you expressly agree that: 1. your identity, as established by the information and documents that you submit, matches the identity you claim while using the ID.me Service; 2. all information provided by you is complete and correct; and 3. you are affiliated with the groups that you attach to your ID.me account. Please note that Members may only use their ID.me account to verify their own identity, and any use by a party other than the Member, to verify the Members identity or to receive benefits, will be considered a material misrepresentation. ID.me may immediately revoke a Member’s ID.me account upon learning of a violation of any terms contained herein, including, but not limited to inappropriate use of a Member’s ID.me account, and reserves the right to seek all other available remedies, in law or in equity.

When verification is required, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to ID.me and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See our Privacy Policy for how we treat your data.

3. General Provisions

Any unauthorized use of the ID.me Service or access to this Website, including without limitation for any commercial or competitive purpose is strictly prohibited and may result in suspension or termination of your account. In addition, you must NOT: 1. Falsely claim an identity other than your own or one you are establishing on behalf of another person with their specific authority; 2. Falsely claim that you are associated with a particular group; 3. Falsely claim that you possess or use a validated account; 4. Falsely claim to be a service member, a veteran or an immediate family member of a service member or veteran; 5. Falsely claim that you are associated with another person or entity; 6. Collect information about ID.me, the Website or users of the Website without ID.me’s written consent; 7. Modify, frame, render (or

re-render), mirror, truncate, inject, filter or change any content or information contained in the Website, without ID.me's written consent; 8. Use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Website or any portion thereof; 9. Disguise the origin of information transmitted to, from, or through the Website; 10. Circumvent any measures implemented by ID.me aimed at preventing violations of the Terms of Service. In addition to violating the Terms of Service of the Website, any of the foregoing actions on your part, or on behalf of any entity you are representing, constitutes intentional, unauthorized access of ID.me's protected computer, may constitute a violation of state and federal law, including, but not limited to the Computer Fraud and Abuse Act (18 U.S.C. § 1030), and may potentially subject you and any affiliated parties to civil liability and criminal prosecution.

4. Use of Website Content

All materials provided on the Website, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services ("Materials" or "Content"), are provided either by ID.me or by respective third-party authors, developers or vendors ("Third Party Providers") and are the copyrighted works of ID.me and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of ID.me and/or a Third Party Provider. Also, you may not "mirror" or "archive" any Materials contained on the Website on any other server without ID.me's prior express written permission. Except where expressly provided otherwise by ID.me, nothing on the Website shall be construed to confer any license or ownership right in or to the Materials, under any of ID.me's intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Materials provided by Third Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by ID.me. ID.me does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by ID.me. Any unauthorized use of any Materials contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

5. Termination

5.1 Termination of Your account You or we may suspend, revoke or terminate your account, your ID.me account, or your use of this Service at any time, for any reason or for no reason and without notice. In such an event, we will protect your personal information as set forth in our Privacy Policy. In spite of any suspension, revocation or termination, you remain personally liable for any orders that you place or charges that you incur prior to termination. 5.2

Termination of ID.me's Service In the unlikely event that ID.me terminates the overall provision of its service, ID.me protect and/or destroy your Personally Identifiable Information in accordance with our Privacy Policy.

6. Links to third party sites

The ID.me Service may provide and the Website may contain links or have references to websites controlled by parties other than ID.me. ID.me is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party websites. Moreover, these third-party websites are governed by their own terms of use and privacy policies, which we encourage you to review. ID.me is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ID.me of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by ID.me. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature. Your account may be validated by using a third-party authentication method from a third-party app or site. You understand that that the third-party app site that you allow to authenticate you, has its own terms of service and privacy policy that would apply to your use of such app or site. In the event that you use a third-party authentication method, you represent that you are and have authorized access to the third-party account and are bound by the terms and conditions of that third party.

7. Submissions

Except where expressly provided otherwise by ID.me, all comments, feedback, information and data submitted to ID.me through, in association with or in regard to the Service, Website, and/or any other ID.me goods or services ("Submissions") shall be considered non-confidential and ID.me's property. This may not include copyright ownership of images which you may upload but does include an express license to use said images in any method ID.me sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to ID.me, you agree to assign to ID.me, as consideration in exchange for the use of the Service and Website, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You represent that you have the right to grant ID.me these rights. ID.me shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not ID.me, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity. ID.me reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any ID.me site that violates these Terms of Service and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Service and/or protect the safety or security of any person or property, including any

ID.me site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever. All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent. If you do so, ID.me reserves the right to cancel or suspend your account. Furthermore, ID.me reserves the right to cancel or suspend your account, if in its sole discretion, it believes you are using ID.me for improper purposes, or any purpose inconsistent with its business.

8. Cash Back

ID.me's Cash Back Loyalty Program offers a platform for its Members to earn money in the forms of automatic rebates ("Cash Back Rebates"), which are separate and apart from, and in addition to, any other discounts available through ID.me's Services. The specific terms related to the Cash Back Loyalty Program can be found [here](#) and are treated as part of these Terms of Service.

9. Fees

ID.me does not charge Members any fees for registering and/or using the Service or Website.

10. Limitation of liability

In no event shall ID.me be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, Content, images, revenue, profits, use or other economic advantage, arising out of, or in any way connected with these terms, including but not limited to the accessing or use of, or inability to use, the Website or the ID.me Service, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from whom damages are being sought has been previously advised of the possibility of such damages. The limitation of liability set forth in this section shall not apply in the event of customer's breach or related to its indemnity obligations. This paragraph shall not affect the rights listed below in the section titled "Indemnities". To the extent allowed by law, in no event shall the aggregate liability of ID.me exceed \$1,000.00.

11. Licenses from ID.me

You are being granted solely a revocable, limited license, in compliance with these terms. All rights not granted to you in the Terms of Service are expressly reserved by us.

12. Licenses from you

You grant to ID.me and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, Content or other Materials, provided to ID.me by you in the course of accessing and/or using the Service and/or Website. Notwithstanding the foregoing, ID.me's obligations regarding identification and other information concerning your personal information shall at all times be governed by the terms of the Credential Policy and its Privacy Policy.

13. Representations and warranties

Each party represents and warrants that it has the power and authority to enter into these Terms. ID.me warrants that it will provide the Website and the ID.me Service in a manner consistent with its business practices, as ID.me, in its sole and absolute discretion, deems fit. You represent and warrant that any information you provide in connection with the ID.me Service is accurate and current and that you have the right to provide such information.

4. Disclaimer of warranties

Except where expressly provided otherwise by ID.me, the ID.me Service and the Website are provided “as is” and “as available.” Except for the express warranties set forth herein, ID.me hereby disclaims all express or implied representations, warranties, guarantees, and conditions with regard to the ID.me Service and Website including but not limited to any implied representations, warranties, guarantees, and conditions of merchantability, fitness for a particular purpose, title and non-infringement. Except to the extent that such disclaimers are held to be legally invalid. ID.me makes no representations, guarantees or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the Website, ID.me Service, materials associated therewith, or the results you may obtain by accessing or using the Website, the ID.me Service or materials associated therewith. Without limiting the generality of the foregoing, ID.me does not represent or warrant that (a) the operation or use of the Website, ID.me Service or materials will be timely, secure, uninterrupted or error-free. You acknowledge that ID.me controls the transfer of data over communications facilities, including the internet, and that the Website and ID.me Service may be subject to limitations, delays, interception and other problems inherent in the use of such communications facilities. ID.me is not responsible for any delays, delivery failures, or other damage resulting from such problems.

15. Indemnities

You will defend, indemnify and hold ID.me harmless against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with a claim by a third party related to your use of the Website and the ID.me Service.

16. Your responsibilities

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Website and ID.me Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which ID.me controls and operates the Website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity. You are responsible for maintaining accurate account information at all times, including valid email address information. You are responsible for keeping your email address, passwords, account numbers, and other account information confidential. ID.me is entitled to act on instructions received under your username and password. ID.me is not responsible for any credits or debits made to your account by someone else who uses your password. ID.me will not be responsible for any losses or liabilities incurred through the use of your password by a third party. You authorize ID.me to disclose to third parties, information you have provided, or information that ID.me has obtained about your ID.me account, as further set forth in our Privacy Policy.

17. Notices

For general changes which do not affect the collection or handling of users’ personal information in a more restrictive way, ID.me may give notice by means of a general notice on the Website, electronic mail to your e-mail address on record in ID.me’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in ID.me’s account information. You may give notice to ID.me at any time by letter sent by

confirmed facsimile to ID.ME, fax number (571) 730-3627 or by letter delivered by registered mail with return receipt to: ID.me, Inc. 8281 Greensboro Drive, Suite 600, McLean, VA 22102. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by confirmed facsimile, email or posting to the Website. ID.me may make material change to the Service that affects the prior or ongoing collection, use, dissemination or maintenance of a user's personal information, and will notify you of these changes as set forth in our Privacy Policy.

18. Copyright protection

ID.me complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to ID.me, Inc.'s designated agent via email at copyright@id.me or via registered US mail sent return receipt to: DMCA Compliance Agent, ID.me, Inc., 8281 Greensboro Drive Suite 600, McLean, VA 22102.

19. Resolution of Disputes – Mandatory Arbitration and Class Action Waiver

ID.me offers the following process to help you resolve a complaint or Dispute (as defined below) that you may have with ID.me, any services offered via the Website or Service, or use of the Website or Service. Please read this section carefully. Our Customer Service Department, which you can reach at help@ID.me, Step 1. Notice of Dispute You must first try to resolve any complaint or Dispute with us through our Notice of Dispute process. You begin by submitting a "Notice of Dispute" with any supporting documents or other information by U.S. Mail to: ID.me, Inc. Attn: Dispute Resolution Department 8281 Greensboro Drive, Suite 600 McLean, VA 22102 A "Notice of Dispute" is a written form in which you provide your name, address, contact information, email address, the facts regarding your Dispute, and the relief you are requesting from us. Once we receive your Notice of Dispute, you and we will attempt to resolve any Dispute through informal negotiation within forty-five (45) days from the date the Notice of Dispute is received by us. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or we may initiate an arbitration proceeding or small claims action as described below. You agree that the term "Dispute" in this Agreement will have the broadest meaning possible. It applies to any dispute, action, or other controversy between you and us relating to the Website or the Service, any transaction or relationship between us resulting from your use of the Website or Service, communications between us, the purchase/order/use of goods or services from the Website, or the Agreement embodied by the Terms of Service or Privacy Policy – whether in contract, warranty, tort, laws or regulation. The term also applies to any dispute over the validity, enforceability, or scope of this arbitration provision. Step 2. Arbitration If your Dispute is not resolved to your satisfaction within 45 days from when we received your Notice of Dispute, you and we agree to arbitrate all Disputes between us. As we explain below, you and we also may also have the right to bring an individual action before a Small Claims Court for certain claims. You agree that arbitration or a small claims action will be your sole and exclusive remedy to resolve any dispute with us. The Federal Arbitration Act applies to this Agreement. By agreeing to arbitrate, you are giving up the right to litigate (or participate in as a party or class member) any and all Disputes in a court before a judge or jury (except Small Claims Court). Instead, a neutral arbitrator will resolve all Disputes. JAMS/Endispute, LLC, a Delaware limited liability company or any successor thereof ("JAMS") will administer the arbitration using the JAMS' procedures and rules in effect on the date the Arbitration is filed ("JAMS Rules"). In the event the JAMS Rules are inconsistent with

this Agreement to Arbitrate, this Agreement will prevail. JAMS is independent from us, and you may obtain copies of the current JAMS Rules, and other related materials, including forms and instructions for initiating arbitration, by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614 1-800-352-5267 or by visiting www.jamsadr.com. Class Action Waiver Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect. Costs If you initiate an arbitration with JAMS, we will promptly reimburse you for any standard filing fee you may have been required to pay by JAMS, once you have notified us in writing and provided a copy of the arbitration demand. However, if we are the prevailing party in the arbitration, we will be entitled to seek and recover our attorneys' fees and costs, subject to the arbitrator's determination and applicable law. Small Claims Option You may also litigate any Dispute in the District of Columbia, if the Dispute meets all requirements to be heard in the small claims court. However, if you initiate a Small Claims case, you are responsible for all your court costs. Choice of Law and Forum Selection You agree that the laws of the State of Delaware govern this agreement and any claim or Dispute or issues arising from it, without regard to Delaware's conflict of laws rules. Unless you and we agree otherwise, in the event that the Agreement to arbitrate above is found not to apply to you or to a particular claim or Dispute as a result of a decision by the arbitrator or a court order, you agree that any Disputes or claims that you may have against us reside in and will be resolved by a state or federal court located in Northern Virginia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

20. Miscellaneous

These Terms represents the parties' entire understanding relating to the use of the Service and the Website, and supersedes any prior or contemporaneous, conflicting or additional, communications. ID.me reserves the right to change these Terms or its policies relating to the Website and ID.me Service at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. If we make material changes to these Terms, we will notify you here, by email, or by means of notice on our home page. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website, which may be posted from time to time. Unless otherwise noted by us, your continued use of the Website and ID.me Service after any such changes are posted shall constitute your consent to such changes. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership,

employment, or agency relationship exists between ID.me and you as a result of these Terms or use of the Website. You may not assign these Terms without the prior written approval of ID.me. Any purported assignment in violation of this section shall be void. ID.me reserves the right to use Third Party Providers in the provision of the Website, the Service, and the goods, services and Materials associated therewith. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by ID.me.

21. Intellectual property notices

Elements of the Website and Service are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by ID.me. The ID.me trademarks and/or other ID.me identifiers referenced herein are trademarks of ID.me and/or its affiliates and may be registered in certain jurisdictions.

22. Legal contact information & Member Support

If you have any questions about these Terms, or if you would like to request permission to use any of ID.me's Materials, please contact our Member Support desk at help@ID.me or call 866-775-IDme (4363). Copyright © 2018 ID.me, Inc. All rights reserved.