

Terms and Conditions of Group Identity Theft Recovery Services

1. The Group Identity Theft Detection and Recovery 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 consumers who meet the covered account eligibility requirements defined by the Program Sponsor (“Group Members”).
2. NXG utilizes one or more providers to deliver the Services to Group Members (“Service Providers”).
3. Access to the Services (“Benefits Period”) begins when the Group Member first meets the Eligibility Requirement, and ends when the Group Member no longer meets the Eligibility Requirement or when Program Sponsor terminates the Group Program, whichever occurs first. You may find additional information about the Services and the Eligibility Requirement at the Program Sponsor’s website.
4. **Identity Theft Research, Remediation and Recovery.** The Services provide 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 by the Services. For the purpose of this part of the Services, Group Members include all named account holders who meet the Program Sponsor’s Eligibility Requirement.
5. The Services 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, but do not provide a guarantee of reimbursement for financial losses of any kind arising from the Identity Theft incident.
6. 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.
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; however, the covered account or service to which the Eligibility Requirement is attached may have a fee unrelated to the Services, based on the provisions of the account/service agreement that the Group Member has with the Program Sponsor.
8. The successful completion of the Services described herein depends on the cooperation of the Group Member. The Services may be refused or terminated 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 Services will not be refused or terminated due to the complexity of an identity theft case.
9. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT.
10. The Services are only available to residents of the United States. The Services are performed with agencies and institutions in the United States, or territories where U.S. law applies.
11. To access the Services, Group Member can consult the website of the Program Sponsor or contact the local branch office of the Program Sponsor.