

Debix, Inc. End User License Agreement

This agreement (“**Agreement**”) is made as of the date we receive it from you by and between **DEBIX, INC.**, 900 Congress Avenue, Ste. 402, Austin, TX 78701 (“**Debix**”), and you (“**you**”). The parties agree that:

- The Service.** “**Service**” means our Debix Identity Protection Network (“**IPN**”) Service. Subject to the terms and conditions of this Agreement and to payment for the Service (which may come from a 3rd party), we will provide you with the Service, delivered via the Internet at www.Debix.com (the “**Site**”). References to the Service include use of the Site. You may use the Service solely for its intended purpose in accordance with this Agreement and the terms of service posted on the Site, as we may update from time to time (“**Terms of Service**”). By enrolling in the Service, you enroll in the Debix IPN, and our software will set your fraud alerts at major credit bureaus, and optionally, put you on the do not call list. You will be assigned a Debix Safe Number.
- Restrictions.** You will use the Service only for your benefit. You will not, and will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any Debix notices or markings, or add any other notices or markings to the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide us with detailed information regarding any such activity.
- Ownership.** This Agreement confers no ownership rights to you and is not a sale of rights in the Service. Ownership of all right, title, and interest in or to the Service and all Feedback and all intellectual property rights embodied therein are and will remain our exclusive property. You will take all reasonable actions to perfect our ownership, including without limitation executing instruments of assignment. We reserve all rights in the Service and the intellectual property rights embodied therein not expressly granted hereby. The Service contains Debix proprietary and confidential information. You will hold such information in confidence and not to use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback and/or generate data in using the Service (“**Feedback**”) you hereby assign all right, title, and interest in it to us. If such assignment is ineffective, you agree to grant to us a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.
- Support.** In connection with the Service we will provide the support specified on the Site from time to time.
- Disclaimer of Warranties.** THE SERVICE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, AND NON-INFRINGEMENT ARE DISCLAIMED. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- Limitation of Liability.** WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. AND OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE, AND WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations and exclusions in Sections 5 and 6 are held unenforceable, our liability will be limited to the greatest extent permitted under applicable law.
- Compliance with Law.** You warrant that in using the Service, you will comply with all applicable law, including without limitation with all regulations of agencies of the U.S. Government regarding export and re-export restrictions. You will hold harmless and defend, at our option, Debix from any third party claim against us arising from your failure to comply with this paragraph.
- Term and Termination.** This Agreement terminates upon the earlier of (i) the last day of the term specified at the time of order and (ii) your election to terminate this Agreement, which may occur at any time. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 2, 3, 5, 6, 8, and 9, which survive.
- General.** Any notice hereunder will be in writing and sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party at (i) if to Debix, the address set forth above or at support@debix.com, and (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of TX, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, and you consent to the jurisdiction of and waive any objection to venue of, such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without our written consent. We may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement may be signed in counterparts, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing.